

**MUST BE
POSTMARKED ON
OR BEFORE
MARCH 16, 2016**

**Wells Fargo Inspection Fee Settlement
c/o Garden City Group, LLC
P.O. Box 10106
Dublin, OH 43017-3106
Toll-Free: 1 (855) 382-6434**



PROOF OF CLAIM AND RELEASE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA

Young v. Wells Fargo & Co.
Case No. 4:08-CV-507 RP-CFB

Must Be Postmarked No Later Than: March 16, 2016

Use Part II of this form to supply all required details with respect to the property inspection fees you paid during the Class Period.

Copies of account statements, canceled checks, or other documents evidencing your payment of the property inspection fees listed should be attached to your claim. Failure to provide this documentation could result in rejection of your claim.

PART I: CLAIMANT IDENTIFICATION Please Type or Print

Name (First, Middle, Last):

Street Address:

City: State or Province:

ZIP or Postal Code: Country:

Social Security Number or Taxpayer Identification Number:
 Individual Corporate/Other

Telephone Number (work): Telephone Number (home):

Email Address(es):

QUESTIONS? CALL TOLL-FREE 1 (855) 382-6434 OR VISIT WWW.WELLSFARGOPROPERTYINSPECTIONSETTLEMENT.COM

To view GCG's Privacy Notice, please visit www.GardenCityGroup.com/privacy



GENERAL INSTRUCTIONS

1. As a member of the Class with a loan that falls within the “Post-Sale” category (*i.e.*, loans with respect to which there has been a foreclosure sale, short sale, deed-in-lieu of charge-off), to recover based on your claims in the action entitled *Young v. Wells Fargo & Co.*, Case No. 4:08-cv-507 RP-CFB (the “Action”), you must complete and, on page 4 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Action.
2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the settlement of the Action.
3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE MARCH 16, 2016 ADDRESSED AS FOLLOWS:

Wells Fargo Inspection Fee Settlement
c/o Garden City Group, LLC
P.O. Box 10106
Dublin, OH 43017-3106
Toll Free Number: 1 (855) 382-6434

4. If you are a member of the Class and you did not timely request exclusion in connection with the proposed settlement, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

DEFINITIONS

1. “Class” means all Persons who have or had a mortgage serviced by Wells Fargo and owe or paid a property inspection fee assessed during the period August 1, 2004 through December 31, 2013, inclusive. Excluded from the Class are Defendants, any entity in which a Defendant has a controlling interest or is a parent or subsidiary of, or any entity that is controlled by a Defendant, and any of Defendants’ officers, directors, employees, affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class.
2. “Defendants” means Wells Fargo & Co. and Wells Fargo Bank, N.A. (collectively, “Wells Fargo”).
3. “Stipulation” or “Stipulation of Settlement” is the Stipulation of Settlement dated as of August 21, 2015, entered into by the parties to the Action for the purpose of settling the Action.



PART II: PROPERTY INSPECTION FEES PAID

Date				Amount			
	/		/	\$.
	/		/	\$.
	/		/	\$.
	/		/	\$.
	/		/	\$.
	/		/	\$.
	/		/	\$.
	/		/	\$.
	/		/	\$.
	/		/	\$.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ THE RELEASE. YOUR SIGNATURE ON PAGE 4 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of Iowa, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same transaction during the Class Period and know of no other person having done so on my (our) behalf.

RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge all Released Claims against each and all of the "Released Parties."
2. "Released Parties" means Wells Fargo Bank, N.A., Wells Fargo & Co., and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, principals, investors, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them.
3. "Released Claims" means all actions, claims, debts, demands, causes of action and rights and liabilities whatsoever (including, but not limited to, any claims for violations of RICO, California's UCL, state unfair and deceptive acts and practices statutes, and claims based upon the alleged breach of any statute, regulation, servicing guideline or investor guideline, including regulations or guidelines promulgated by the U.S. Department of Housing and Urban Development, the Federal Housing Administration, Fannie Mae, Freddie Mac, and any other government sponsored enterprise or private investor), at law or in equity, matured or unmatured, foreseen or unforeseen, known or unknown, suspected or unsuspected, contingent or non-contingent, whether class or individual in nature, against the Released Parties, belonging to Plaintiffs and/or any or all Settlement Class Members and/or their respective heirs, assigns, beneficiaries, and successors, and any other Person claiming through or on behalf of them (collectively, the "Releasing Parties"),

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arising under federal, state, local, statutory, or common law, or any other law, rule or regulation, based upon, arising out of, or relating to, in any way, property inspection fees assessed on a mortgage serviced by Wells Fargo, or Wells Fargo's practices in ordering or charging borrowers for property inspections, during the Class Period. "Released Claims" do not include claims to enforce any of the terms of this Stipulation. "Released Claims" include "Unknown Claims" as defined below.

4. "Unknown Claims" means any and all Released Claims against the Released Parties which Releasing Parties do not know or suspect to exist in his, her, or its favor as of the Effective Date, which if known by the Releasing Parties might have affected his, her, or its decision(s) with respect to this Proof of Claim and Release. With respect to any and all Released Claims, the Releasing Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, Releasing Parties shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. The Releasing Parties may hereafter discover facts other than or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties shall expressly, fully, finally, and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Releasing Parties acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Stipulation.

5. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) payments of property inspection fees during the Class Period.

8. I (We) understand and intend that the signature below serves as the release of the Released Claims.

SIGNATURE

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____,
(Month/Year)

in _____
(City)

_____ (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)



**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation.
3. Do not send original documents.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.