



VA Loan Settlement
 PO Box 2464
 Faribault, MN 55021-9164

FOR OFFICE USE ONLY
01



INFORMATION CHANGE/ UPDATED INFORMATION
 Current Name/Mailing Address of Primary Borrower(s) –
 only if changed from when loan was made:

Name: _____
 Address: _____
 City, State Zip: _____

PROOF OF CLAIM FORM

CERTIFICATION OF CLASS MEMBERSHIP

Re: Property Address:

Date VA refinance loan was closed:

With this Proof of Claim, you have received a "Mail Notice of Class Action" which describes the Settlement. TO MAKE A CLAIM FOR A PAYMENT, PLEASE PROVIDE THE INFORMATION REQUESTED BELOW AND MAIL THIS COMPLETED FORM TO:

VA Loan Settlement
 P.O. Box 2464
 Faribault, MN 55021-9164

IMPORTANT: For your claim to be considered for relief, your Proof of Claim Form must be mailed to the address listed above no later than July 9, 2011.

The Proof of Claim Form must be signed by all borrowers whose names appear on the VA refinance loan. If the claim qualifies, only one payment will be made; if multiple borrowers submit a Proof of Claim Form for the same loan, then one check made payable to all claimants will be issued and mailed to the address of the primary borrower.

If you have more than one qualifying VA refinance loan, i.e. you have refinanced more than one loan guaranteed by the Veteran's Administration that was originated and funded by Wells Fargo between January 20, 2004 and October 7, 2010, then you may be eligible for more than one payment of \$175.00. In other words, for each qualifying VA refinance loan, you will be eligible to receive payment of \$175.00 for each such loan. To receive payment for each such loan, you must complete and timely submit a separate Proof of Claim Form for each loan.

Continued on Reverse Side





I (we) hereby certify, by signing below, that the following statements below are all true and correct:

- The Notice accompanying this Proof of Claim Form was addressed to me (us);
- I am (we are) the borrower(s) on the VA refinance loan referenced above;
- The VA refinance loan was closed on or about the date referenced above;
- The VA refinance loan was closed for the property referenced above;
- I am (we are) not excluded from the class definition because: I am (we are) not a partner, associate, officer, director, shareholder or employee of Wells Fargo; I am (we are) not a judge or magistrate of the United States or any state, and/or I am (we are) not a spouse of a judge or magistrate; I have not requested to be excluded from the class; and I (we) have not previously released Wells Fargo from claims covered by this Settlement.
- I/we hereby state that I/we have not transferred to anyone else any claim that I/we may have in this settlement. I/we have not already submitted a claim in this settlement for the loan referenced above. I/we understand and acknowledge that if any borrower on the VA refinance loan identified above has opted out of the Class, then I/we are not entitled to submit this Proof of Claim Form.
- I/we hereby acknowledge and understand that certain claims of mine/ours against Wells Fargo will be released as per the Released Claims (as defined in the Settlement Agreement).

Please provide the following confirmatory information:

Last four digits of Primary Borrower's Social Security Number: ____ _

Loan/ Account number*: _____ (please insert your Wells Fargo loan/account number), **OR**
 if you cannot locate your entire Loan/ Account number, provide the last four digits of Loan/ Account number: ____ _

I (we) so certify:

 Printed Name of Borrower

 Printed Name(s) of Co-Borrower(s) if any

 Signature of Borrower

 Signature(s) of Co-Borrowers, if any

Date: _____, 2011.

Date: _____, 2011.

IMPORTANT NOTE: If you are submitting this Proof of Claim Form on behalf of a Class Member as a representative (such as a conservator or executor of an estate), please describe the type of representative and attach some verifying documentation which shows that you have the power to execute this form on behalf of the claimant/ Class Member.

*If you cannot locate your Loan/ Account number, then you may access the Wells Fargo website at www.wellsfargo.com and log into "View Your Account" or you may call the Wells Fargo toll free customer service center at 1-800-252-7241 to obtain this information.



Instructions for PROOF OF CLAIM FORM

Important Information About Making a Claim for Settlement Relief

I. RELIEF AVAILABLE TO YOU

A. Summary Of Settlement Relief

This settlement will provide eligible class members with a \$175.00 payment for each qualifying VA refinance loan, if a class member submits a timely and validly completed, verified Proof of Claim Form for each qualifying VA refinance loan.

B. Detailed Description Of Settlement Relief Available

Class members who complete, verify, and send in a Proof of Claim Form on time, and who do not exclude themselves from this settlement (and who are not otherwise excluded from the Class as per #6 of the Mail Notice of Class Action), will receive a \$175.00 payment, unless that person previously received compensation from Wells Fargo for any alleged overcharging with respect to a VA refinance loan.

1. The Claim-Review Process

The Claim-Review Process is the process and procedure for the presentation, evaluation, and resolution of claims for settlement relief by Class Members. The Claim-Review Process will be at no cost to you.

2. Making A Claim For Settlement Relief

a. Eligibility for Relief

Class Members who submit a validly completed Proof of Claim Form by no later than July 9, 2011, will be eligible for consideration for settlement relief.

b. How to Make a Claim for Settlement Relief

If you wish to make a claim for settlement relief, you **must** complete the enclosed Proof of Claim Form and mail it to the Settlement Administrator at VA Loan Settlement, PO Box 2464, Faribault, MN 55021-9164, with a postmark of no later than July 9, 2011. If you fail to submit your signed and completed Proof of Claim Form postmarked by that date, you will not be able to obtain relief under the Settlement. Either way, you are bound by all of the terms of the Settlement Agreement, including being precluded from pursuing any claims or matters covered by the Settlement Agreement in any pending or future lawsuits or other proceedings.

If you have more than one qualifying VA refinance loan, i.e. you have refinanced more than one loan guaranteed by the Veteran's Administration that was originated and funded by Wells Fargo between January 20, 2004 and October 7, 2010, then you may be eligible for more than one payment of \$175.00. In other words, for each qualifying VA refinance loan, you will be eligible to receive payment of \$175.00 for each such loan. To receive payment for more than one VA refinance loan, you must be an eligible Class Member for each loan, and you must complete and timely submit a separate Proof of Claim Form for each loan. If you have previously received repayment/compensation from Wells Fargo for any alleged overcharging with respect to the VA refinance loan, however, you will not be eligible to receive relief for that loan.

c. Verification of Your Claim

Your Proof of Claim Form **must be completely filled out and signed**, verifying, among other things, that you are the person to whom the Notice was directed and the loan referenced on the Proof of Claim Form was closed for or on behalf of the person named in the Notice on or about the date referenced in the Notice. You are to submit the last four digits of your Social Security number AND your entire Wells Fargo Loan/ Account number OR if you cannot locate your entire Loan/ Account number, then you are to submit the last four digits of the Loan/ Account number. If the borrower is deceased or incompetent, then the borrower's representative, e.g. executor or conservator, must provide verifying documentation of the representative's capacity to seek Settlement Relief.

*If more than one co-borrower is on the loan,
then each co-borrower must sign the form to be eligible for relief.*

d. Review of Your Claim

Once you return your completed, signed Proof of Claim Form, your claim will be reviewed. The Settlement Administrator will try to complete the evaluation of your claim within ninety (90) days following the settlement claim period.

II. DEADLINE FOR ELECTING RELIEF

If you wish to make a claim for relief, **you must return your properly completed, signed, and certified Proof of Claim Form postmarked no later than July 9, 2011.** Failure to do so will prevent you from receiving money to which you might otherwise be entitled.

III. TAX CONSEQUENCES OF ELECTING RELIEF

Your receipt of any relief described above could have tax consequences for you. Those tax consequences may vary, depending upon your individual circumstances. You must consult your own tax advisor to determine any federal, state, local, or foreign tax consequences.

IV. IF YOU NEED MORE INFORMATION

If you have any questions or would like further information about the terms of the settlement, your eligibility for settlement relief under the Settlement Agreement, or how to make a claim for settlement relief, you may contact the Settlement Administrator at Info@VALoanSettlement.com or write to Lead Counsel DAUGHTERY, CRAWFORD, FULLER & BROWN, LLP, P.O. Box 1118, Columbus, Georgia 31902.

These Instructions are only a summary of the Settlement Agreement, which is a more detailed legal document. The full Settlement Agreement is available for you to review at Lead Counsel's office by contacting Lead Counsel. Other Court documents relating to this Settlement are on file with the Clerk of the Court, and you may inspect such documents at the Clerk's Office at any time during normal Court business hours.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT.

March 25, 2011

MAIL NOTICE OF CLASS ACTION
IN THE STATE COURT OF TROUP COUNTY
STATE OF GEORGIA

To all persons who obtained a refinance loan guaranteed by the Veterans Administration which was originated and funded by Wells Fargo, and which was closed between January 20, 2004 and October 7, 2010.

The court has preliminarily approved the settlement of a class action. This Notice contains important information about your legal rights. This is not a solicitation from a lawyer. You are not being sued. Your legal rights are affected whether you act or do not act.

Read this notice carefully.

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BASIC INFORMATION

1. Why did I receive this notice package?

A class action lawsuit is pending in the State Court for Troup County, Georgia, known as *Greta Wynn v. Wells Fargo Bank, N.A.*, Civil Action File No. 11-CS-048. The Court ordered this notice be sent to you because your legal rights might be affected by the lawsuit. The parties have reached a settlement and the Court has preliminarily approved the settlement.

The lawsuit concerns Veterans' Administration ("VA") **refinance** loans originated and funded by Wells Fargo or Wachovia ("Wells Fargo"). You were sent this package of information because records suggest that you obtained a VA refinance loan from Wells Fargo or Wachovia between January 20, 2004 and October 7, 2010. If you did not get such a loan, then this settlement does not affect you and you do not need to do anything. Please note that this applies to refinance loans only. Also, this Settlement does not apply to any refinance loans you may have obtained by or through American Mortgage Network, LLC doing business as "Vertice" (a former Wachovia related entity). Refinance loans originated by Vertice are NOT covered by the Class Action or the Class Action settlement.

This package is intended to provide you information about the lawsuit, the proposed settlement and your options before the Court makes a final decision on whether to approve the settlement.

2. What is this lawsuit about?

Wells Fargo makes real estate loans, including VA refinance loans. The settlement resolves a dispute over charges relating to VA refinance loans. The plaintiff claims that Wells Fargo negligently failed to supervise loan closers such that certain charges related to the loan closing, including charges for some attorney's fees, may have been improperly assessed and that this conduct breached Wells Fargo's contracts with borrowers. Wells Fargo disagrees and denies it acted improperly. Regardless, because of the contribution veterans have made to our country and the desire to remove any appearance of impropriety, Wells Fargo has joined in this settlement.

3. Why is this a class action?

In a class action, a Class Representative (in this case Greta Wynn), sues as Plaintiff on behalf of people who have similar claims in one lawsuit. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Judge Jeannette L. Little is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Wells Fargo. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the eligible class members who do not exclude themselves from this class – and who have not previously received any payment from Wells Fargo for this or who are not excluded (as described in #6 below) - will receive compensation. The Class Representative and the attorneys think the settlement is fair and best for the class.

WHO IS IN THE SETTLEMENT

To see if you will receive relief from this settlement, you first have to decide if you are a Class Member.

5. How do I know if I am a class member?

Judge Little decided that everyone who fits this description is a Class Member (subject to the exclusions in #6 below) -- All persons who obtained a refinance loan guaranteed by the VA which was originated and funded by Wells Fargo, and which was closed between January 20, 2004 and October 7, 2010.

Further, to be eligible for benefits, you must not have previously received payment or compensation from Wells Fargo for any alleged overcharging related to such a VA refinance loan, and you must not be excluded from the Class as per #6 below.

6. Who is excluded from the class?

Judge Little decided that some people will be excluded from and not be a member of the Class. These people are: (1) individuals who are or were during the class period, partners, associates, officers, directors, shareholders, or employees of Wells Fargo (which includes Wachovia), (2) all judges or magistrates of the United States or any state and their spouses; (3) all individuals who timely and properly request to be excluded from the class; and (4) individuals who have previously released Wells Fargo from claims covered by this Settlement. If you are one of these people, then you are not eligible to be part of this class action settlement and will not be eligible for the settlement relief.

THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE

7. What does the settlement provide?

Wells Fargo has agreed to provide each eligible Class Member who submits a timely and validly completed Proof of Claim Form with a \$175.00 payment for each qualifying VA refinance loan.

8. What will I receive from the settlement?

If you are an eligible Class Member as defined in these Instructions and submit a timely and validly completed Proof of Claim Form you will receive a \$175.00 payment, unless you have previously received repayment/compensation from Wells Fargo for any alleged overcharging with respect to a VA refinance loan.

If you have more than one qualifying VA refinance loan, i.e. you have refinanced more than one loan guaranteed by the Veteran's Administration that was originated and funded by Wells Fargo between January 20, 2004 and October 7, 2010, then you may be eligible for more than one payment of \$175.00. In other words, for each qualifying VA refinance loan, you will be eligible to receive payment of \$175.00 for each such loan. To receive payment for more than one VA refinance loan, you must be an eligible Class Member for each loan, and you must complete and timely submit a separate Proof of Claim Form for each loan. If you have previously received repayment/compensation from Wells Fargo for any alleged overcharging with respect to the VA refinance loan, however, you are not eligible to receive settlement relief for that loan.

HOW YOU RECEIVE A PAYMENT—SUBMITTING A PROOF OF CLAIM FORM

9. How can I receive a payment?

To apply for relief you must complete and mail back the Class Action Proof of Claim Form that is attached to this Notice. Read the Proof of Claim Form Instructions carefully. Fill out the Proof of Claim Form. Sign the form. Mail it postmarked no later than July 9, 2011 to VA Loan Settlement, PO Box 2464, Faribault, MN 55021-9164. If one or more statements that you are asked to verify on the Proof of Claim Form is not correct, then you are not a member of the Class and are not entitled to receive a payment. *If two or more people are co-borrowers on a loan, then all borrowers on the loan must sign the Proof of Claim Form, but there will be only one payment of \$175.00 per loan.* Further, if the borrower is deceased or incompetent, then the borrower's representative, e.g. executor or conservator, must provide verifying documentation of the representative's capacity in order to receive the \$175.00 payment.

10. When would I receive my payment?

The Court will hold a final hearing on May 10, 2011, to decide whether to finally approve the settlement. If Judge Little approves the settlement and if there are objectors, it is possible, but unusual, for there to be appeals. Payments will not be made unless and until the settlement is finally approved by Judge Little and by any appeals court that may be asked to review the settlement approval. If this unusual event occurs, please be patient.

11. What am I giving up to receive a payment or to stay in the Class?

Unless you exclude yourself (or are otherwise excluded from the definition of Class Member), you will be a member of the Class, if the Settlement is approved, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues in *this* case and the Related Action (*Wynn v. Wells Fargo Bank*, 1:09-CV-0165-TWT (U.S.D.C. N.D.Ga.)) and you will be releasing any claims you may have which relate to your VA refinance loan. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to opt out. This is called excluding yourself from – or is sometimes referred to as opting out of – the Settlement Class.

12. What if I want to opt out of the Class, i.e. exclude myself from the Class?

To exclude yourself from the Class, you must send a letter by mail saying that you want to be excluded from *Greta Wynn v. Wells Fargo Bank, N.A.*, Civil Action File No. 11-CS-048. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than April 25, 2011, to:

VA Loan Settlement
PO Box 2464
Faribault, MN 55021-9164

You cannot exclude yourself on the phone or by e-mail. If you exclude yourself, you will not receive any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future about your VA refinance loan.

13. If I do not exclude myself, may I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is April 25, 2011.

14. If I exclude myself, can I receive money from this settlement?

No. If you exclude yourself, you may not send in a Proof of Claim Form to ask for any money.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

DAUGHTERY, CRAWFORD, FULLER & BROWN, LLP, BEASLEY, ALLEN, CROW, METHVIN, PORTIS, & MILES, P.C., BUCHANAN & LAND, LLP and SANDRA HEATH TAYLOR represent you and other Class Members in this case. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the Class Counsel lawyers be paid?

Class Counsel will ask the Court for payment of attorneys' fees and expenses up to \$1,275,000.00. Wells Fargo will not oppose the request, and will separately pay these fees and expenses if Judge Little approves. Wells Fargo will also separately pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

17. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you may object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file your objection with the Clerk of the court (at the address below) saying that you object to the *Greta Wynn v. Wells Fargo Bank, N.A.* Civil Action File No. 11-CS-048, settlement, no later than 15 days before the Fairness Hearing (#19 below) or as the court may direct. You should include a statement of the objection(s), as well as the specific reason(s) for each objection, including any legal support or evidence you wish to present to the Court. You may file the objection(s) either on your own or through an attorney hired at your expense. Be sure to include you or your attorney's name, address, telephone number and your signature. In addition to filing the objection(s) with

the Clerk, you must mail the objection(s) to Class Counsel and Defendant's Counsel (below) postmarked no later than April 25, 2011:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of the Court State Court Troup County, Georgia 100 South Lawrence Street LaGrange, Georgia 36104	J. Clay Fuller DAUGHTERY, CRAWFORD, FULLER & BROWN, LLP Post Office Box 1118 Columbus, GA 31902	Bradley E. Trammell BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ 165 Madison Ave, Suite 2000 Memphis, TN 38103

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement and the reasons why. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and if you have properly filed an objection, you may ask to speak, but you do not have to do so.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 1:30 p.m. on May 10, 2011, in Courtroom 2B at the Troup County, Georgia Courthouse, 100 South Lawrence Street, LaGrange, Georgia 36104. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Little may listen to people who have filed objections and have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Little may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Greta Wynn v. Wells Fargo Bank, N.A.*, Civil Action File No. 11-CS-048." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than April 25, 2011, and be sent to the Clerk of the Court, Class Counsel, and Defendant's Counsel, at the three addresses in #17. You cannot speak at the hearing if you have excluded yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you'll get no money or benefits from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the particular legal issues in this case.

OBTAINING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can obtain a copy by writing to Class Counsel --- DAUGHTERY, CRAWFORD, FULLER & BROWN, LLP, P.O. Box 1118, Columbus, Georgia 31902.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A PROOF OF CLAIM FORM	Receive a payment if: (a) you obtained a VA refinance loan from Wells Fargo during the class period; and (b) you make a timely and validly completed claim in the Settlement; (c) you have not previously received payment from Wells Fargo for any alleged overcharging with respect to a VA refinance loan; and (d) you are not otherwise excluded from the Class as per #6 above.
EXCLUDE YOURSELF	Receive no settlement or payment. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT	Write to the Court if you disapprove of the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Lose the opportunity to submit a claim to recover from Wells Fargo if the settlement is approved by the Court.

DATE: March 25, 2011.