

1 SCRA-protected period after the termination of military service).⁹
2 Defendant shall notify the servicemember in writing of the
3 discontinuation, and it shall ensure that such servicemember is given
4 an opportunity to provide additional documentation or information to
5 reestablish eligibility for relief pursuant to the SCRA. Defendant
6 may choose to provide relief for a longer period than is required by
7 this subparagraph.

8 i. The Policies and Procedures required by this Paragraph do not excuse
9 Defendant from providing, or allow Defendant to delay providing,
10 forms of relief for which the SCRA does not require a notification
11 from a servicemember. For example, the Policies and Procedures
12 required by this Paragraph do not affect the timing requirement of
13 Paragraph 9.

14 11. No later than sixty (60) calendar days after the effective date of this Order,
15 Defendant shall provide a copy of the proposed SCRA Policies and
16 Procedures required under Paragraphs 9 and 10 to counsel for the United
17 States.¹⁰ The United States shall respond to Defendant's proposed SCRA
18 Policies and Procedures within forty-five (45) calendar days of receipt. If the
19 United States objects to any part of Defendant's SCRA Policies and
20 Procedures, the parties shall confer to resolve their differences. If the parties
21 cannot resolve their differences after good faith efforts to do so, either party
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23 ⁹ In the case where an SCRA-protected servicemember provides Defendant with
24 valid military orders that include an end date of military service inconsistent with that
25 appearing in the DMDC, Defendant may only discontinue the relief after the latter of the
26 two end dates has expired or it obtains confirmation from the borrower that he or she has
ended military service.

27 ¹⁰ All materials required by this Consent Order to be sent to counsel for the United
28 States shall be sent by commercial overnight delivery addressed as follows: Chief,
Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of
Justice, 1800 G Street, N.W., 7th Floor, Washington, DC 20006, Attn: DJ 216-12C-2.

1 may bring the dispute to this Court for resolution. Defendant shall begin the
2 process of implementing the SCRA Policies and Procedures within ten (10)
3 calendar days of approval by the United States or the Court.

- 4 12. If, at any time during the term of this Order, Defendant proposes to materially
5 change its SCRA Policies and Procedures described herein, it shall first
6 provide a copy of the proposed changes to counsel for the United States. If
7 the United States does not deliver written objections to Defendant within
8 forty-five (45) calendar days of receiving the proposed changes, the changes
9 may be implemented. If the United States makes any objections to the
10 proposed changes within the forty-five (45)-day period, the specific changes
11 to which the United States objects shall not be implemented until the
12 objections are resolved pursuant to the process described in Paragraph 11.

13 **IV. TRAINING**

- 14 13. Defendant shall provide additional SCRA compliance training to any
15 employees who: (a) provide customer service to servicemembers in
16 connection with the servicing of motor vehicle loans, (b) have significant
17 involvement in servicing motor vehicle loans, including the ability to reduce
18 interest rates or terminate motor vehicle leases for servicemembers as
19 contemplated by the terms of the SCRA, or (c) have significant involvement
20 in repossessions of motor vehicles, (hereinafter together “covered
21 employees”) within forty-five (45) calendar days after Defendant’s training
22 program is approved by the United States or the Court pursuant to Paragraph
23 15. Defendant shall provide to each covered employee: (a) training on the
24 terms of the SCRA specific to the employee’s responsibilities associated with
25 that employee’s position; (b) training on the terms of Defendant’s SCRA
26 Policies and Procedures (both those required pursuant to Paragraph 9 and 10,
27 and all others adopted by Defendant) specific to the employee’s
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1 responsibilities associated with that employee's position; (c) training on the
2 terms of this Order specific to the employee's responsibilities associated with
3 that employee's position and his or her responsibilities and obligations under
4 the SCRA; and (d) the contact information for the SCRA customer service
5 representatives described in Paragraph 10(b). Defendant shall also follow
6 these training procedures for all of their employees who subsequently become
7 covered employees within thirty (30) calendar days of their hiring, promotion
8 or transfer.

9 14. During the term of this Order, Defendant shall continue to provide annual
10 SCRA training, with the same content as described in Paragraph 13, to
11 covered employees with respect to their responsibilities and obligations under
12 the SCRA, the SCRA Policies and Procedures and the terms of this Order.

13 15. Within forty-five (45) calendar days of the United States' approval of the
14 SCRA Policies and Procedures pursuant to Paragraphs 9 and 10, Defendant
15 shall provide to the United States the curriculum, instructions, and any
16 written material included in the training required by Paragraphs 13 and 14.
17 These materials may incorporate SCRA compliance training offered on or
18 before the effective date of this Order. The United States shall have forty-
19 five (45) calendar days from receipt of these documents to raise any
20 objections to Defendant's training materials, and, if it raises any, the parties
21 shall confer to resolve their differences. In the event they are unable to do so,
22 either party may bring the dispute to this Court for resolution.

23 16. The covered employees may undergo the training required by Paragraphs 13
24 and 14 via live training, computer-based training, web-based training, or via
25 interactive digital media. If the training is conducted in any format other than
26 live training, Defendant shall ensure that covered employees have the
27 opportunity to have their questions answered by a company contact that
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1 Defendant identifies as having SCRA expertise within two (2) business days
2 of the training. The training must require the covered employees to verify
3 their participation. If the training is conducted in any format other than live
4 training, the training must require that covered employees demonstrate
5 proficiency. Any expenses associated with the training program required by
6 Paragraphs 13 and 14 shall be borne by Defendant.

- 7 17. Defendant shall certify in writing to counsel for the United States that covered
8 employees successfully completed the training required by Paragraphs 13 and
9 14 and that said employees received the Consent Order and the SCRA
10 Policies and Procedures specific to the employee's responsibilities associated
11 with the loan being serviced. Additionally, Defendant shall maintain a list of
12 all covered employees who successfully completed the training required by
13 Paragraphs 13 and 14. For the duration of this Order, copies of this list shall
14 be provided to the United States upon request.

15 **V. COMPENSATION**

- 16 18. Defendant will deposit in an interest-bearing escrow account the sum of
17 \$4,130,000 to fund the compensation payments required by Paragraph 22.
18 Title to this account will be in the name of "Wells Fargo Bank, N.A. d/b/a
19 Wells Fargo Dealer Services for the benefit of affected persons pursuant to
20 Order of the Court in Civil Action No. [XXX]". Defendant will provide
21 written verification of the deposit to the United States within fifteen (15)
22 calendar days of the effective date of this Order. Any interest that accrues
23 will become part of the Settlement Fund and be used and disposed of as set
24 forth herein. If the compensation payments required by Paragraph 22 total
25 more than \$4,130,000, Defendant will deposit into the escrow account all
26 necessary additional funds to make payments before the deadlines established
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1 by Paragraph 27. Any taxes, costs, or other fees related to the escrow account
2 shall be paid by Defendant.

3 19. In the event Defendant determines that there are additional repossession
4 accounts that were not in compliance with the SCRA, Defendant will
5 undertake remedial compensation actions on those accounts while this Order
6 is in effect and in a similar manner as outlined in this Order.

7 20. The United States has determined that Defendant conducted 413 motor
8 vehicle repossessions between January 1, 2008 and July 1, 2015 that were not
9 in compliance with the SCRA; Defendant maintains that 31 of these were not
10 violations of the SCRA, however Defendant has agreed to remediate these 31
11 repossessions in the interest of compromise. The United States has
12 previously provided the list of these repossessions to Defendant.

13 21. Within thirty (30) calendar days of the effective date of this Order, Defendant
14 shall provide to the United States an electronically searchable list of all its
15 repossessions between July 2, 2015 and the effective date of this Order. The
16 United States shall run this list through the DMDC and undertake any
17 independent investigation it deems appropriate to identify any additional
18 repossessions that were not in compliance with the SCRA. The United States
19 shall provide Defendant with the list of additional repossessions that were not
20 in compliance with SCRA within thirty (30) calendar days of receiving
21 Defendant's complete repossession list. In the event Defendant objects to the
22 United States' list, Defendant shall be afforded thirty (30) calendar days to
23 produce evidence of compliance to the United States. After considering in
24 good faith all evidence produced by Defendant, the United States shall make
25 a final determination of the additional repossessions that were not in
26 compliance with the SCRA within thirty (30) calendar day of Defendant's
27 production of evidence.
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1 22. For each non-SCRA compliant repossession identified pursuant to Paragraphs
2 20 and 21, Defendant shall provide the following compensation:

- 3 a. an amount of \$10,000;
- 4 b. any lost equity in the repossessed motor vehicle, as calculated by:
5 subtracting any outstanding principal, interest, and other amounts
6 owing by the borrowers (excluding any fees associated with
7 repossession), plus any liens at the time of repossession and any
8 disbursements made to the servicemember or a third party other than
9 a lien holder from the proceeds of the repossession sale (exclusive of
10 any fees associated with the repossession) from the retail value of the
11 motor vehicle at the time of repossession as identified in the National
12 Automobile Dealers Association (“NADA”) Guide; and
- 13 c. interest accrued on this lost equity, calculated from the date of the
14 repossession sale until the date payment is issued, at the rate set forth
15 in 28 U.S.C. § 1961.

16 Defendant shall provide the United States with all records used to make the
17 payment calculations described in this Paragraph for the United States’
18 review and approval.

19 23. The amounts described in Paragraph 22(a) shall be paid entirely to the
20 servicemember-borrower on the note securing the motor vehicle. Defendant
21 may require the servicemember-borrower to sign the Declaration at Exhibit
22 B-1 and/or the Release at Exhibit B-2. Defendant may require any non-
23 servicemember co-borrowers to sign the Release at Exhibit B-2. The
24 amounts described in Paragraph 22(b) and (c) shall be distributed equally
25 among all borrowers (including non-servicemember borrowers) on the title to
26 the motor vehicle who sign the Declaration at Exhibit B-1, if required, and
27 the Release at Exhibit B-2. In cases where Defendant has already taken
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1 remedial actions with respect to a repossession identified pursuant to
2 Paragraphs 20 and 21, the United States shall consider such remedial actions
3 and adjust the compensation to be awarded.¹¹

4 24. Within sixty (60) calendar days of the effective date of this Order, Defendant
5 shall submit a plan (“Remediation Plan”) to provide for the administration of
6 borrower compensation. Pursuant to the Remediation Plan, Defendant shall
7 conduct the activities set forth in Paragraphs 24-28. The terms of the
8 Remediation Plan shall be subject to the non-objection of the United States.
9 Defendant shall bear all costs and expenses of implementing the Remediation
10 Plan. The Remediation Plan shall require Defendant to work cooperatively
11 with the United States in the conduct of its activities, including reporting
12 regularly to and providing all reasonably requested information to the United
13 States.

14 25. Defendant, as part of its Remediation Plan, shall establish, and maintain
15 throughout the contract period, cost-free means for affected servicemembers
16 to contact it, including an electronic mail address, a website, and a toll-free
17 telephone number.

18 26. For non-SCRA compliant repossessions identified pursuant to Paragraph 20,
19 Defendant shall, to the extent it has not already, notify each identified
20 servicemember by letter (using wording mutually agreeable to Defendant and
21 the United States) within sixty (60) calendar days of the effective date of this
22 Order. After the United States’ determination, as provided in Paragraph 21,
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24 ¹¹ In determining the amount of compensation due to any servicemember or co-
25 borrower pursuant to Paragraph 22, the United States will credit any monetary
26 compensation or other remediation efforts, including returning the motor vehicle to the
27 borrower, already provided to any servicemember or co-borrower for alleged compliance
28 issues pursuant to Section 3952 of the SCRA and arising from the same motor vehicle
loan.

1 Defendant shall notify each identified servicemember by letter (using
2 wording mutually agreeable to Defendant and the United States) within forty-
3 five (45) calendar days of the United States' determination. For
4 repossessions where money is due to a non-servicemember borrower pursuant
5 to Paragraph 22, Defendant shall notify each identified non-servicemember
6 borrower by letter (using wording mutually agreeable to Defendant and the
7 United States) within fifteen (15) calendar days of receiving the Declaration,
8 if required, and Release from the servicemember-borrower. Defendant shall
9 provide the United States with samples of all letters, and receive the United
10 States' approval of the sample letters, before mailing any letter required by
11 this Paragraph, and all letters mailed pursuant to this Paragraph shall be
12 accompanied by the Declaration at Exhibit B-1, if required, and the Release
13 at Exhibit B-2. The Remediation Plan shall set forth effective methods to
14 make contact with, and obtain a response from, each identified
15 servicemember and non-servicemember borrower.

16 27. Defendant shall issue and mail compensation checks no later than twenty-one
17 (21) calendar days after receipt of a signed declaration, if required, and
18 release. Defendant shall skip trace and redeliver any payment that is returned
19 to Defendant as undeliverable, or that is not deposited or cashed within six
20 (6) months.

21 28. Defendant shall for a period of two (2) years following the effective date of
22 this Order provide the United States with a monthly accounting of all
23 declarations, if required, and releases received, checks issued (including
24 copies of issued checks), and notifications without responses or that were
25 returned as undeliverable. Defendant shall report any uncashed checks in
26 accordance with state unclaimed property laws.
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- 1 29. Any money not distributed from the escrow account, including accrued
2 interest, within two (2) years of the date the initial notifications are sent to
3 persons eligible for the compensation payments required by Paragraph 22
4 will be distributed to one or more charitable organizations that assist
5 servicemembers. Recipient(s) of such funds must not be related to
6 Defendant. Before selecting the organization(s), Defendant will obtain a
7 proposal from the organization(s) on how the funds will be used consistent
8 with furthering the goals of the SCRA, submit such proposal to the United
9 States, and consult with and obtain the non-objection of the United States.
10 The United States and Defendant may request modification of the proposal
11 before approving the organization(s). The parties will thereafter seek
12 approval from the Court to distribute the remaining funds to the qualified
13 organization(s). Defendant will require each recipient to submit to Defendant
14 and the United States a detailed report on how funds are utilized within one
15 (1) year after the funds are distributed, and every year thereafter until the
16 funds are exhausted.
- 17 30. Defendant will be entitled to a set-off, or any other reduction, of the amount
18 of compensation payments required by Paragraph 22 because of any debts
19 owed by the recipient, only in the calculation of lost equity as provided by
20 Paragraph 22(b). Defendant also will make payments notwithstanding any
21 release of legal claims, arbitration agreement, or loan modification previously
22 signed by any such recipient.
- 23 31. In the event that the United States has reason to believe that Defendant is not
24 materially complying with the terms of the Remediation Plan, Defendant
25 shall present for review and determination of non-objection a course of action
26 to effectuate material compliance with the Remediation Plan. The United
27 States shall make a determination of non-objection to the course of action or
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1 direct Defendant to revise it. In the event that the United States directs
2 revisions, Defendant shall make the revisions and resubmit the course of
3 action to the United States within thirty (30) days. Upon notification that the
4 United States has made a determination of non-objection, Defendant shall
5 implement the course of action. If the parties cannot resolve differences with
6 regard to the revised course of action after good faith efforts to do so, either
7 party may bring the dispute to this Court for resolution. No individual may
8 obtain review by the Court or the parties of the identifications made, and
9 payments disbursed, pursuant to Paragraphs 20-28.

10 **VI. OTHER RELIEF**

11 32. Concurrent with providing financial compensation to the servicemember-
12 borrower, Defendant must request that all three (3) major credit bureaus
13 delete trade lines for accounts belonging to the servicemember(s) and any co-
14 borrower(s) attributable specifically to the wrongful repossessions. Further,
15 Defendant shall abandon, and must indemnify the servicemember and his or
16 her co-borrower(s) against any third-party's pursuing, any claim for
17 deficiency that was remaining on the SCRA-protected loan after a
18 repossession, where the repossession was allegedly completed in violation of
19 the SCRA by Defendant.

20 33. Every quarter for a period of two (2) years following the effective date of this
21 Order, Defendant shall provide the United States with an accounting of all
22 credit entries repaired.

23 **VII. CIVIL PENALTY**

24 34. Within thirty (30) calendar days of the effective date of this Order, Defendant
25 shall pay a total of Sixty Thousand Dollars (\$60,000) to the United States
26 Treasury as a civil penalty pursuant to 50 U.S.C. § 4041(b)(3) and 28 C.F.R.
27 85.3(b)(4), to vindicate the public interest. The payment shall be in the form
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1 of an electronic funds transfer pursuant to written instructions to be provided
2 by the United States.

3 **VIII. ADDITIONAL REPORTING AND RECORD-KEEPING REQUIREMENTS**

4 35. For the duration of this Order, Defendant shall retain all records relating to its
5 obligations hereunder, including its records with respect to all loans for which
6 a servicemember has sought SCRA relief, whether that relief was granted by
7 Defendant, all records involving repossessions, and all records relating to
8 compliance activities as set forth herein. The United States shall have the
9 right to review and copy any such records, including electronic data, upon
10 reasonable request during the term of this Order.

11 36. During the term of this Order, Defendant shall notify counsel for the United
12 States in writing every six (6) months of receipt of any SCRA or military-
13 related complaint by the motor vehicle lending line of business. Defendant
14 shall provide a copy of any written complaints with the notifications.
15 Defendant will incorporate into its SCRA Policies and Procedures a
16 requirement that all customer service personnel, upon receiving any oral
17 SCRA complaint, shall notify individuals designated and trained to receive
18 SCRA complaints pursuant to Paragraph 10(b). Whether regarding a written
19 or oral SCRA complaint, the notification to the United States shall include
20 the full details of the complaint, including the complainant's name, address,
21 and telephone number, and the full details of all actions Defendant took to
22 resolve the complaint. Defendant shall also promptly provide the United
23 States all information it may request concerning any such complaint. If the
24 United States raises any objections to Defendant's actions, the parties shall
25 meet and confer to consider appropriate steps to address the concerns raised
26 by the United States' review. If the parties are unable to come to an
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1 agreement regarding such objections or concerns, either party may bring the
2 dispute to this Court for resolution.

3 **IX. SCOPE OF CONSENT ORDER**

4 37. The provisions of this Order shall apply to Defendant, its parent Wells Fargo
5 & Company, and any of their subsidiaries, predecessors, acquired companies,
6 or successor entities. It shall also apply to the officers, employees, agents,
7 representatives, assigns, successors-in-interest, and all persons and entities in
8 active concert or participation with all of those entities, including with respect
9 to any loans they acquired from January 1, 2008 to the effective date of this
10 Order.

11 38. In the event that Defendant is acquired by or merges with another entity,
12 Defendant shall, as a condition of such acquisition or merger, obtain the
13 written agreement of the acquiring or surviving entity to be bound by any
14 obligations remaining under this Order for the remaining term of this Order.

15 39. This Order does not release claims for practices not addressed in the
16 Complaint's allegations, and it does not resolve and release claims other than
17 those under Section 3952(a) of the SCRA. This Order does not release any
18 claims that may be held or are currently under investigation by any federal
19 agency, or any claims that may be pursued for actions that may be taken by
20 any executive agency established by 12 U.S.C. § 5491 or the appropriate
21 Federal Banking Agency (FBA), as defined in 12 U.S.C. § 1813(q), against
22 Defendant, Wells Fargo & Company, any of their affiliated entities, and/or
23 any their institution-affiliated parties, as defined by 12 U.S.C. § 1818 or any
24 other statute or regulation.

25 40. Nothing in this Order will excuse Defendant's compliance with any currently
26 or subsequently effective provision of law or order of a regulator with
27 authority over Defendant that imposes additional obligations on it.
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1 41. The parties agree that, as of the effective date of this Order, litigation is not
2 “reasonably foreseeable” concerning the matters described above. To the
3 extent that either party previously implemented a litigation hold to preserve
4 documents, electronically stored information (ESI), or things related to the
5 matters described above, the party is no longer required to maintain such
6 litigation hold. Nothing in this Paragraph relieves either party of any other
7 obligations imposed by this Order.

8 **X. MODIFICATIONS, ATTORNEY’S FEES AND COSTS, AND REMEDIES**
9 **FOR NON-COMPLIANCE**

10 42. Any time limits for performance imposed by this Order may be extended by
11 the mutual written agreement of the parties.

12 43. The parties shall be responsible for their own attorney’s fees and court costs,
13 except as provided for in Paragraph 45.

14 44. The parties shall endeavor in good faith to resolve informally any differences
15 regarding the interpretation of and compliance with this Order prior to
16 bringing such matters to the Court for resolution. However, in the event the
17 United States contends that there has been a failure by Defendant, whether
18 willful or otherwise, to perform in a timely manner any act required by this
19 Order or otherwise comply with any provision thereof, the United States may
20 move the Court to impose any remedy authorized by law or equity, including,
21 but not limited to, an order requiring the performance of such act or deeming
22 such act to have been performed, and an award of any damages, costs, and
23 attorney’s fees which may have been occasioned by Defendant’s violation or
24 failure to perform.

25 **XI. RETENTION OF JURISDICTION**

26 45. As described in Paragraph 4, for the past two and one-half years, Defendant
27 has been engaged in large-scale voluntary SCRA compliance efforts. This
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1 Order shall be in effect for an additional period of two and one-half years
2 from its date of entry. The Court shall retain jurisdiction for the duration of
3 this Order to enforce its terms, after which time this case shall be dismissed
4 with prejudice. The United States may move the Court to extend the duration
5 of this Order in the interests of justice.

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7 SO ORDERED, this 4th day of October, 2016.

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11 UNITED STATES DISTRICT JUDGE
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1 The undersigned hereby apply for and consent to the entry of the Order:

2 For the United States of America:

3 EILEEN M. DECKER
4 United States Attorney

LORETTA E. LYNCH
Attorney General

5 DOROTHY A. SCHOUTEN
6 Assistant United States Attorney
7 Chief, Civil Division

VANITA GUPTA
Principal Deputy
Assistant Attorney General
Civil Rights Division

8 /s/ Joanna Hull
9 JOANNA HULL
10 Assistant United States Attorney
11 Chief, Civil Rights Section

/s/ Sameena Shina Majeed
SAMEENA SHINA MAJEED
Chief, Housing and Civil Enforcement
Section

12 /s/ Elizabeth A. Singer
13 ELIZABETH A. SINGER
14 Director, U.S. Attorneys' Fair Housing
Program

15 /s/ Daniel P. Mosteller
16 NICOLE M. SIEGEL
17 DANIEL P. MOSTELLER
18 Trial Attorneys

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1 For Defendant Wells Fargo Bank, N.A., d/b/a Wells Fargo Dealer Services:

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3 /s/ Erin J. Illman

4 ERIN J. ILLMAN (CA No. 238262)

5 BRADLEY ARANT BOULT CUMMINGS LLP

6 214 N. Tyron Street, Suite 3700

7 Charlotte, NC 28202

8 Phone: (704) 338-6123

9 Fax: (704) 332-8858

10 eillman@bradley.com

11 ROBERT R. MADDOX

12 KEITH S. ANDERSON

13 ALISON C. SMITH

14 BRADLEY ARANT BOULT CUMMINGS LLP

15 One Federal Place

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21 kanderson@bradley.com

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27

28

1 The undersigned hereby apply for and consent to the entry of the Order:

2 For the United States of America:

3 EILEEN M. DECKER
4 United States Attorney

LORETTA E. LYNCH
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5 DOROTHY A. SCHOUTEN
6 Assistant United States Attorney
7 Chief, Civil Division

VANITA GUPTA
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8 /s/ Joanna Hull
9 JOANNA HULL
10 Assistant United States Attorney
11 Chief, Civil Rights Section

Sameena Shina Majeed
12 SAMEENA SHINA MAJEED
13 Chief, Housing and Civil Enforcement
14 Section

Elizabeth A. Singer
15 ELIZABETH A. SINGER
16 Director, U.S. Attorneys' Fair Housing
17 Program


Daniel P. Mosteller
18 NICOLE M. SIEGEL
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20 Trial Attorneys

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1 For Defendant Wells Fargo Bank, N.A., d/b/a Wells Fargo Dealer Services:

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1 **EXHIBIT A**

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3 **IMPORTANT NOTICE AFFECTING MILITARY SERVICEMEMBERS**

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5 **RIGHTS AND PROTECTIONS AFFORDED UNDER THE SERVICEMEMBERS**

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7 **CIVIL RELIEF ACT**

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9 Attached to this notice you will find a waiver of rights and protections that may be

10 applicable to you and your dependents pursuant to the Servicemembers Civil Relief Act,

11 50 U.S.C. § 3901, et seq. (the “SCRA”). The SCRA provides military personnel and

12 their dependents with a wide range of legal and financial protections. Among other

13 benefits and protections, the SCRA:

- 14
- 15 • Prohibits the repossession of a servicemember’s motor vehicle without a court
 - 16 order, as long as a deposit or at least one installment payment was made while
 - 17 the borrower was not in military service.
 - 18 • Upon notice by the servicemember, imposes a 6% maximum rate of interest
 - 19 that may be charged during military service on loans incurred before the
 - 20 servicemember began his or her current military service.

21 If you choose to sign the attached waiver, Wells Fargo will have the option to proceed

22 with a repossession of your motor vehicle without the protections of the SCRA. If you

23 do not sign this waiver, Wells Fargo will be required to obtain a court order to repossess

24 if you took out your loan and made a down payment on the motor vehicle, or at least one

25 payment on the loan, when you were not in military service. You may be able to seek a

26 postponement of the repossession. Additionally, if Wells Fargo takes you to court to

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1 repossess your motor vehicle, the court may take steps to ensure that a judgment is not
2 entered against you if you are unable to appear.

3 **Before waiving these important statutory rights, you should consult an attorney**
4 **regarding how best to exercise your rights or whether it is in your interest to waive**
5 **these rights under the conditions offered by Wells Fargo.**

6 **For More Information:**

- 7 • **CONSULT AN ATTORNEY:** To fully understand your rights under the law,
8 and before waiving your rights, you should consult an attorney.
- 9 • **JAG / LEGAL ASSISTANCE:** Servicemembers and their dependents with
10 questions about the SCRA should contact their unit’s Judge Advocate, or their
11 installation’s Legal Assistance Officer. A military legal assistance office
12 locator for all branches of the Armed Forces is available at
13 <http://legalassistance.law.af.mil/content/locator.php>.
- 14 • **MILITARY ONESOURCE:** “Military OneSource” is the U.S. Department of
15 Defense’s information resource. Go to <http://www.militaryonesource.com>.

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EXHIBIT B-1

DECLARATION

I, [INSERT NAME], do hereby declare and state as follows:

1. I owned a vehicle obtained through a loan with Wells Fargo, Loan Number [LOAN NUMBER] that was repossessed.
2. I obtained the loan on or about [LOAN FUNDING DATE].
3. On or about [REPOSSESSION DATE], I WAS either:
 - i. on a covered period of military service; OR
 - ii. a member of a reserve component (Reserves or National Guard) and had received orders to report for a covered period of military service.
4. Please consider the following additional information in support of this

Declaration:

I confirm that the foregoing is true and correct.

Executed this _____ day of _____, 20__.

SIGNATURE: _____

PRINT NAME: _____

1 **APPENDIX REGARDING MILITARY SERVICE**

2 As used in this Declaration, a “covered period of military service” is any of the
3 following:

- 4 a) Full-time active duty with the armed forces of the United States (Army, Navy,
5 Air Force, Marine Corps, or Coast Guard);
6 b) A period of active service with the National Guard: i) authorized by the
7 President or the Secretary of Defense; ii) longer than thirty (30) consecutive
8 days; iii) under orders issued under Section 502(f) of Title 32 of the United
9 States Code; and iv) for the purpose of responding to a national emergency
10 declared by the President and supported by federal funds;
11 c) Active service as a commissioned officer of the Public Health Service or the
12 National Oceanic and Atmospheric Administration; or
13 d) A period of time during which I was a servicemember absent from duty on
14 account of sickness, wounds, leave, or other lawful cause.

15 If you have any additional questions about whether your service constitutes a
16 “covered period of military service” for purposes of this declaration, please contact the
17 Department of Justice at 202-514-4713 and reference the Wells Fargo SCRA motor
18 vehicle case.

EXHIBIT B-2

SETTLEMENT AND GENERAL RELEASE AGREEMENT

In consideration for Wells Fargo Bank, N.A., d/b/a Wells Fargo Dealer Services' payment to me of \$[AMOUNT], I, [BORROWER'S NAME], hereby release and forever discharge all claims, arising prior to the date of this Agreement, related to alleged violations of Section 3952(a) of the Servicemembers Civil Relief Act in the repossession and sale of a [VEHICLE; VIN _____] that I may have against Wells Fargo and all related entities, parents, predecessors, successors, subsidiaries, and affiliates and all of its past and present directors, officers, agents, managers, supervisors, shareholders, and employees and its heirs, executors, administrators, successors or assigns.

The parties represent and warrant to each other, that the parties specifically understand and agree that the parties' settlement and compromise claims and disputes regarding the retail installment contract and the vehicle is a compromise of disputed claims and that the existence of this Agreement or any payment made hereunder shall not be construed as an admission of liability of the allegations, claims or contentions of any party, and that there are no covenants, promises, undertakings or understanding between the parties outside of this Agreement except as specifically set forth herein.

Executed this _____ day of _____, 20__.

SIGNATURE: _____

PRINT NAME: _____

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