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11 *Attorneys for Defendant*
WELLS FARGO BANK, N.A.

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 PHILLIP R. CORVELLO, individually, and on
behalf of others similarly situated,

15 Plaintiff,

16 v.

17 WELLS FARGO BANK, N.A. d/b/a WELLS
18 FARGO HOME MORTGAGE d/b/a
19 AMERICA'S SERVICING COMPANY,

20 Defendant.

Case No. 10-cv-05072 VC

**WELLS FARGO BANK, N.A.'S
JOINDER IN PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND NON-OPPOSITION
TO REQUEST FOR AWARD OF
ATTORNEYS' FEES AND EXPENSES**

CLASS ACTION

Date: November 30, 2017
Time: 10:00 a.m.
Judge: Honorable Vince Chhabria
Courtroom: 4, 17th Floor

23 AMIRA JACKMON, individually, and on
behalf of others similarly situated,

24 Plaintiff,

25 v.

26 AMERICA'S SERVICING COMPANY and
27 WELLS FARGO BANK, N.A.,
Defendants.

Case No. 11-cv-03884 VC

1 Wells Fargo Bank, N.A. (“Wells Fargo”) (i) joins Plaintiffs’ Motion for Final Approval of
2 Class Action Settlement (but does not join Plaintiffs’ memorandum of points and authorities in
3 support of their Motion); but (ii) neither joins nor opposes Plaintiffs’ Request for Award of
4 Attorneys’ Fees and Expenses.

5 Wells Fargo agrees with Plaintiffs that the parties’ proposed class action settlement,¹ which
6 has been preliminarily approved by the Court, is “fair, reasonable, and adequate.” Wells Fargo also
7 agrees with Plaintiffs that the Class Notice Plan set forth in the Class Settlement and implemented by
8 settlement administrator Garden City Group, LLC constituted reasonable, due, adequate, and
9 sufficient notice to all persons entitled to receive notice, and that the Plan met all applicable
10 requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of this Court. See
11 Class Settlement ¶¶ 6.1-6.3; Declaration of Loree B. Kovach (Corvello Dckt. No. 222-6).
12 Accordingly, Wells Fargo joins Plaintiffs’ Motion for Final Approval of Class Action Settlement
13 seeking an order: (1) granting final approval of the Class Settlement; (2) finding that the Class
14 Notice Plan was the best practicable notice under the circumstances and satisfied all Constitutional
15 and other requirements; (3) entering Judgment and dismissing the Litigation and all Released Claims
16 with prejudice as provided for by the Class Settlement; (4) directing and authorizing the Parties and
17 their counsel to implement and consummate the Class Settlement according to its terms and
18 provisions; (5) awarding Case Contribution Awards to the Class Representatives as provided for by
19 the Class Settlement; (6) finding that, by operation of the entry of the Judgment, the Class
20 Representatives and all Settlement Class Members shall be deemed to have forever released,
21 relinquished, and discharged the Released Parties from any and all Released Claims; and (7) without
22 affecting the finality of the Judgment for purposes of appeal, retaining jurisdiction as to all matters
23 relating to administration, consummation, enforcement, and interpretation of the Class Settlement
24 and the Judgment and for any other necessary purpose.²

25 ¹ The terms of the proposed class settlement are set forth in the parties’ Stipulation and Class
26 Action Settlement Agreement (as amended). See Corvello Dckt. Nos. 215-1, 219-1 (the “Class
Settlement”).

27 ² While Wells Fargo joins Plaintiffs for the requested order regarding the enumerated items,
28 Wells Fargo denies that Plaintiffs and/or Class Members have viable claims (either those certified for

1 With respect to Plaintiffs' Request for Award of Attorneys' Fees and Expenses, and pursuant
2 to the Class Settlement (§ 10.1), Wells Fargo does not join, but does not oppose, Plaintiffs' request for
3 an award of attorneys' fees and expenses totaling \$540,590.06.

4
5 Respectfully submitted,

6 **WELLS FARGO BANK, N.A.,**

7 By its attorneys,

8 /s/ David D. Christensen

9 David D. Christensen (*pro hac vice*)

Jennifer J. Nagle (*pro hac vice*)

10 Matthew N. Lowe (*pro hac vice*)

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21 Dated: October 24, 2017

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27 class treatment or individual claims) against it for conduct arising out of HAMP TPPs issued during
28 the class period.

CERTIFICATE OF SERVICE

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I hereby certify that, on October 24, 2017, I filed the foregoing through the Court’s CM/ECF system, which will send electronic notice to all counsel of record registered with CM/ECF. A copy of the foregoing will be sent by U.S. mail, postage prepaid, to any parties not registered with the ECF system for these matters.

/s/ David D. Christensen
David D. Christensen