

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

-----X
Shawn Harrington, *on behalf of himself and all others
similarly situated,*

Plaintiff,

v.

Wells Fargo Bank, N.A.

Defendant.
-----X



**NOTICE REGARDING
CLASS ACTION SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging that Wells Fargo Bank, N.A. (“Wells Fargo”) violated the law by placing in excess of two telephone calls in a seven day period to Massachusetts consumers to collect a debt regarding a Wells Fargo automobile loan. Wells Fargo’s records show that you may be a class member under the Settlement Agreement reached in the case.

The Settlement Agreement provides for a settlement fund of \$1,025,000.00 to pay Settlement Class Members, attorney’s fees, costs, any incentive award to the Class Representative (Shawn Harrington) and settlement administration costs. If the settlement is approved, Settlement Class Members shall qualify for direct payments from the Settlement Fund. Your legal rights are affected whether you act or don’t act so read this notice carefully.

YOUR OPTIONS	
Option 1: Do Nothing	Do nothing and recover from the Settlement Fund If the Settlement Agreement is approved by the Court, Settlement Class Members will receive direct equal payments from Settlement Fund. Settlement Class Members do not need to submit any claim to recover.
Option 2: Ask to be Excluded Deadline: December 7, 2020	Get out of this lawsuit and get no benefits from it You may ask to be excluded from the lawsuit. By excluding yourself, you cannot recover as part of this settlement and you keep a right to sue on your own.
Option 3: Object Deadline: December 7, 2020	Object to the terms of the Settlement Agreement You may object to the terms of the Settlement Agreement and have your objections heard at the Fairness Hearing to be held on December 17, 2020 . If you object to the Settlement Agreement you do remain part of the Settlement Class.

1. What is this lawsuit about?

In the lawsuit, the Plaintiff alleges that Wells Fargo violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by placing in excess of two calls regarding a debt within a seven-day period to Plaintiff and other Massachusetts consumers.

Wells Fargo denies any wrongdoing and denies that it violated the MCPA, the MDCR or any other law.

Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

You can read Plaintiff’s Complaint, the Settlement Agreement and other case documents at www.Harringtonclass.com.

2. Why is this a class action?

In a class action, a Class Representative (in this case, Plaintiff Shawn Harrington) sues on behalf of a group (or a “Class”) of people. Here, the Class Representative sued on behalf of people who have similar claims regarding allegedly excessive debt collection calls.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiff’s and the Class claims.

4. How do I know if I am a part of the settlement?

For settlement purposes, the Court has certified a Class consisting of all people who meet the following definition:

The individuals who were borrowers on a Wells Fargo Auto loan who may have received in excess of two telephone calls from Wells Fargo Auto in Massachusetts within a seven-day period to their residence, cellular telephone, or other telephone number regarding their automobile debt between April 26, 2015, and December 31, 2019, as reflected on the Class List.

There are 20,757 Settlement Class Members.

5. How do I recover?

You do not need to do anything to recover. If the Settlement Agreement is approved, the Settlement Fund, minus administrative costs, attorney’s fees and costs and any incentive award to the named Plaintiff, will be distributed by a mailed check directly to Settlement Class Members in an equal amount.

If some Settlement Class Members do not cash the Initial Settlement Check, those uncashed funds will be distributed equally in a Second Settlement Check to all Settlement Class Members who did cash their first check.

If any amounts are remaining from the uncashed Second Settlement Checks, those amounts will be provided to a charitable organization. The parties have recommended the Commonwealth of Massachusetts United Ways.

6. What am I giving up to receive these benefits?

By staying in the Class, all of the Court's orders will apply to you, and you give a "release" for any claims arising from allegedly excessive telephone calls to you. A release means you cannot sue or be part of any other lawsuit against Wells Fargo and the Released Parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement.

7. How much will the Class Representative receive?

The Class Representative will receive his portion of the settlement as a Class Member and an incentive award for having pursued this action. Any incentive payment is subject to Court Approval. The Class Representative will request an Incentive Award of \$7,500.

8. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the law firm of Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897 as "Class Counsel."

Class Counsel will request an award of attorney's fees of no more than 33% of the Settlement Fund and for reimbursement of expenses. Any attorney's fee and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.

9. I don't want to be part of this case, how do I ask to be excluded?

Answer: Send a Request to Be Excluded.

If you don't want a payment from this settlement, but you want to keep the right to individually sue the Defendant about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself, or "opting out", of the Settlement Class. To request to exclude yourself, you must send a letter by mail with (a) the Requester's full name, address, and the name of the Action and telephone number; (b) the Requester's personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and (c) state unequivocally that the Requester desires to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

You must mail your exclusion request postmarked no later than **December 7, 2020** to *Harrington v. Wells Fargo, c/o JND Legal Administration, P.O. Box 91344, Seattle, WA 98111*.

10. How do I object?

Any Settlement Class Member who has not requested to be excluded from the Settlement Class may object to the Settlement. In order to exercise this right, you must submit your objection to the Court by the Objection Deadline. Your objection must (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the Objection, including citations to relevant authorities; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing.

Any Class Member that fails to do object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

Objections must be filed with the Clerk of the Court, and delivered or postmarked no later than **December 7, 2020**.

The Court's address is: *Clerk of the Court, District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210.*

The Fairness Hearing

The Court will hold a fairness hearing on **December 17, 2020** in the courtroom of the Honorable Richard G. Stearns, U.S. Courthouse, *District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210*. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive award for the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.Harringtonclass.com, or you can call 1-888-921-0729.