

LEGAL NOTICE

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

David Kirkpatrick, on behalf of himself and all others similarly situated, v. Wells Fargo Bank, N.A., d/b/a Wells Fargo Home Mortgage and HSBC Bank USA, N.A., Civil Action No. 5:24-cv-00169 (U.S.D.C. Southern District of West Virginia)

THIS IS NOT A SUIT AGAINST YOU. The purpose of this Notice is to advise you that a Settlement Agreement has been reached in a class action lawsuit (the “Action”) against Wells Fargo Home Mortgage (“Wells Fargo”) and HSBC Bank USA (“HSBC”) (“Defendants”). The Notice is being sent to you because the Parties’ records indicate that you may be a Class Member under the Settlement Agreement.

A total Settlement Fund of \$1,300,000 (“Settlement Fund”) will be established to provide compensation to Class Members. You may be entitled to receive a share from the Settlement Fund. A portion of the Settlement Fund will also be used to fund payments to Class Counsel and the Class Representative, as well as the costs of administering the Settlement. Your legal rights are affected whether you act or don’t act, so read this Notice carefully.

This Notice describes the case in general and does not address all of the issues in detail. You may review a copy of the Settlement Agreement, Class Action Complaint, and the Court’s Order Preliminarily Approving Settlement at the following website: www.KirkpatrickWVHomeMortgageSettlement.com or by requesting copies from the Settlement Administrator, whose contact information appears at the end of this Notice.

What is the Lawsuit About?

In the Action, Plaintiff David Kirkpatrick alleges that the Defendants improperly sent Plaintiff and similarly situated consumers who were part of Wells Fargo’s COVID forbearance program letters relating to the movement of mortgage payments to the end of the loan term as part of the program.

Defendants deny the allegations and contend that neither Plaintiff nor any Class Member is entitled to any relief.

Both sides have agreed to settle the Action solely to avoid the burden, expense, risk, and uncertainty of continuing the Action.

Who is Included in the Settlement?

The Parties’ records indicate that you may be a Class Member. The Settlement Class is defined as follows:

All (1) borrowers on Wells Fargo home mortgage accounts, (2) with a West Virginia mailing or property address as set forth in Wells Fargo’s system of record, (3) that participated in COVID forbearance; and (4) received a letter between March and December of 2020 discussing what would happen with missed COVID forbearance payments at the end of the loan period.

The settlement class consists of approximately 2,010 accounts as identified by Wells Fargo.

What Does the Settlement Provide?

(1) Cash Payments to Class Members.

Wells Fargo will establish a Settlement Fund in the amount of \$1,300,000.

Each Class Member may receive a share of the Settlement Fund. However, only one Settlement Payment will be made per account, and will be sent to the coborrowers listed on an account according to Wells Fargo’s records.

After reduction for Administrative Costs as well as any attorneys’ fees, costs, and Incentive Award granted by the Court, the estimated disbursement to you is anticipated to be as much as \$400 per account based on Wells Fargo’s records. Please understand that this is only an estimate and the final figure may vary. These sums may be taxable, and the responsibility for such tax consequences is further described in the Settlement Agreement, and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

(2) **Service Award.** The Class Representative who brought this lawsuit, David Kirkpatrick, will request an Incentive Award of \$15,000.00, to be paid from the Settlement Fund, for serving as Class Representative.

(3) **Attorneys’ Fees and Costs.** Class Counsel are Bailey Glasser, LLP, and Katz Kantor Stonestreet & Buckner, PLLC. They will request an award of Attorneys’ Fees and Expenses equal to one-third the total amount of the Settlement Fund plus reasonable litigation expenses. Class Counsel seeks a fee of \$433,333.00 for their services to the Class and reimbursement of out-of-pocket expenses not to exceed \$10,500.00. All Attorneys’ Fees and Expenses awarded by the Court will be paid from the Settlement Fund.

(4) **Opinion of Class Counsel.** Class Counsel considers it to be in the best interest of the Class to enter into this Settlement Agreement on the terms described in light of the potential recovery, Defendants’ defenses, and the uncertainties of continued litigation.

(5) **Release.** Each person who remains in the Settlement Class will, if the Settlement Agreement is approved, release any claims alleged in the lawsuit and those arising from or relating to the Letters at issue in the case, and any and all communications with or representations by Wells Fargo relating to the Letters at issue in the case or what would happen with a settlement class member’s missed COVID forbearance payments at the end of the loan period, as set forth in the Settlement Agreement. A release means you cannot sue or be part of any other lawsuit against Defendants and the Released Parties about the claims or issues in this Action and you will be bound by the Settlement. The specific terms of the release are described in the Settlement Agreement, which can be accessed at the following website: www.KirkpatrickWVHomeMortgageSettlement.com or by requesting copies from the Settlement Administrator, whose contact information appears at the end of this Notice.

(6) **Binding Effect of Class Judgment.** Upon conclusion of the Settlement, the judgment of the Court will be binding upon all Class Members who do not successfully opt out of the Settlement Agreement.

The Court's Fairness Hearing

The U.S. District Court for the Southern District of West Virginia will hold a fairness hearing in this case on February 20, 2026 at 10 a.m., in the Courtroom of the Honorable Frank W. Volk, United States Courthouse, Robert C. Byrd United States Courthouse, 110 North Heber Street, Room 336, Beckley, WV 25801. The purpose of the hearing will be for the Court to determine whether the proposed Settlement Agreement 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. Class Members do not need to attend the hearing to benefit from the Settlement Agreement. The hearing date and time may be changed without further notice. If you wish to attend the hearing, you should call the Settlement Administrator in advance to confirm the day and time.

What Are Your Options?

(1) **Do Nothing and Receive Payment.** To accept the Settlement Agreement, **you do not need to do anything.** If the Settlement Agreement is approved, you will be bound by all of its terms, and a check will be mailed to you and/or the first individual listed on the mortgage account based on Wells Fargo's records. If you change your address, please inform the Settlement Administrator at the address below; OR

(2) **Exclude Yourself by the Deadline.** You may "opt out" and exclude yourself from the Settlement Agreement. If you opt out, you will not receive any payment, and you will not release any claims you may have against Defendants. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against Defendants at your own risk and expense. To exclude yourself from the Settlement Agreement, you must mail a letter to the Settlement Administrator (address below) stating that you wish to do so. Your letter must include (a) your full name, current address, and a statement that you are seeking exclusion from the David Kirkpatrick v. Wells Fargo & HSBC lawsuit, (b) your personal and original signature, or the 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 your behalf; and (c) state unequivocally that you desire to be excluded from the Settlement Class, to be excluded from the Settlement Agreement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. For example, you can state "I hereby request that I be excluded from the proposed Settlement Class in the Action." Mass or class opt-outs shall be void. You must postmark your letter no later than December 22, 2025; OR

(3) **Object to the Terms of the Settlement Agreement.** Anyone who has not requested to be excluded from the Settlement Class may object to the Settlement. Your objection must (i) set forth your full name, current address, telephone number, and the name and case number of the lawsuit (David Kirkpatrick v. Wells Fargo & HSBC lawsuit, Civil Action No. 5:24-cv-00169); (ii) contain your personal and original signature, or the signature of

your attorney; (iii) state that you object to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the objection; (v) provide copies of any documents that you wish to submit in support of your position; (vi) state whether you intend on appearing at the Final Approval Hearing either pro se or through counsel and whether you plan on offering testimony at the Final Approval Hearing. Copies of the foregoing and all other papers in support of such objection(s) must be served upon the following and must be postmarked no later than December 22, 2025:

Court:

Clerk of Court
U.S. District Court for the Southern District of
West Virginia
Robert C. Byrd United States Courthouse
110 North Heber Street, Room 336
Beckley, WV 25801

Settlement Administrator: Address Below

Class Counsel:

Jason E. Causey (WVSB No. 9482)
Katz Kantor Stonestreet & Buckner, PLLC
206 South Walker Street
Princeton, WV 24740
Telephone: (304) 431-4050

Jonathan R. Marshall
BAILEY & GLASSER LLP
209 Capitol Street
Charleston, WV 25301
(304) 345-6555

Defense counsel:

K. Issac deVyver
Karla L. Johnson
MCGUIREWOODS LLP
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If you wish to appear at the Final Approval Hearing to object to the settlement, you must file a Notice of Intention to Appear with the Clerk of Court by the Objection Deadline. Any Class Member who fails to 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 the Settlement Agreement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Lawsuit.

PLEASE DIRECT QUESTIONS TO:

Kirkpatrick v Wells Fargo
Settlement Administrator
P.O. Box 2178
Portland, OR 97208-2178
877-768-7830