

**Notice Of Pendency And Proposed Settlement Of Class Action
And Fairness Hearing (“Notice”)**

IF YOU ENTERED INTO A VEHICLE LEASE WITH AUTOWEST DODGE THAT WAS LATER ASSIGNED TO WELLS FARGO, THIS SETTLEMENT MAY AFFECT YOUR RIGHTS. This Notice Explains Important Rights You May Have As A Result Of A Settlement Of This Lawsuit. Please Read It Carefully!

To all persons residing in California, you are a Settlement Class Member if:

1. You entered into a vehicle lease agreement primarily for personal, family, or household use with Autowest Dodge from March 1, 1998 through October 31, 2001 (the Class Period) where the agreement was drafted on a Wells Fargo form lease agreement; and
2. (a) The copy of the lease agreement failed to contain a separate statement labeled “Itemization of Gross Capitalized Cost” circumscribed by a line and containing the disclosures required by Civil Code section 2985.8(c)(2) at the time it was signed by you or (b) Autowest obtained the your signature on a copy of the lease agreement that contained blank spaces to be filled in after it had been signed; and
3. You do not timely elect to exclude yourself from the class in accordance with the procedures set forth in the Notice of Pendency of Class Action.

BACKGROUND OF THE CASE

1. Customers Ryan and Jamie Gutierrez sued Wells Fargo Bank, N.A. and Wells Fargo Leasing Corporation dba Wells Fargo Auto Finance, Inc. (collectively “Wells Fargo”), Autowest Dodge, and other dealer-related companies, claiming that the vehicle leases entered into at Autowest Dodge and assigned to Wells Fargo during a particular time period did not contain all of the disclosures required by California law. That case is entitled *Ryan Gutierrez and Jamie Gutierrez v. Autowest, Inc. dba Autowest Dodge, Autonation USA Corporation, Wells Fargo Bank, Ltd., et al.*, Superior Court for the State of California, County of San Francisco, Case No. 317755.

2. Wells Fargo denies all liability and all allegations of wrongdoing in this Action, denies having engaged in any unlawful, unfair or deceptive practice, denies having violated any law or regulation or duty, and denies having caused Plaintiffs or any other person any harm or damage in connection with the events that are the subject of the Action. However, Wells Fargo considers it desirable that the claims against it be settled and dismissed on the terms and conditions agreed to by the parties, in order to eliminate the expense of continued litigation of Plaintiffs’ claims against it.

3. After substantial litigation and good-faith negotiations, and in light of the substantial risk and uncertain outcome of continued litigation, Plaintiffs and Wells Fargo have concluded that the Settlement is fair, reasonable and adequate and is in the best interests of the members of the Class. The Settlement only resolves the claims against Wells Fargo and has no impact on the claims against Autowest Dodge. Plaintiffs' lawsuit against Autowest Dodge and other dealer-related companies will continue as before.

4. **This Notice is not an opinion of the Court as to the merits of any claim or defense asserted in the Lawsuit.**

WHO IS IN THE CLASS?

5. The Settlement Class is: All persons (1) who entered into a vehicle lease agreement primarily for personal, family, or household use with Autowest Dodge from March 1, 1998 through October 31, 2001 (the Class Period) where the agreement was drafted on a Wells Fargo form lease agreement; and (2) (a) the copy of the lease agreement failed to contain a separate statement labeled "Itemization of Gross Capitalized Cost" circumscribed by a line and containing the disclosures required by Civil Code section 2985.8(c)(2) at the time it was signed by the consumer or (b) Autowest obtained the consumer's signature on a copy of the lease agreement that contained blank spaces to be filled in after it had been signed; and (3) who do not timely elect to exclude themselves from the class in accordance with the procedures set forth in the Notice of Pendency of Class Action. There are approximately 750 Settlement Class Members who will receive the benefits described herein.

6. On May 10, 2007, the Court entered an Order Preliminarily Approving Class Action Settlement and an order determining the settlement between Plaintiffs and Wells Fargo to be in good faith.

THE PROPOSED SETTLEMENT

7. The Parties have entered into a Settlement Agreement dated April 2007. This Notice summarizes the principal provisions of the Settlement Agreement. The entire Settlement Agreement is available for review at the office of the Court Clerk, as explained in paragraph 20, below.

8. ***PAYMENT TO SETTLEMENT CLASS MEMBERS.*** Wells Fargo will mail a check in the amount of \$200 to each Settlement Class Member. Only one \$200 payment will be made per lease. If more than one person signed a single lease (such as a husband and wife), only one payment, jointly payable to both or all lessees, will be made. Only one cash payment will be made per lease account. In the event of a dispute between two or more parties to the same lease account regarding the person entitled to a cash refund, such disputes shall be resolved either by agreement between the Parties' counsel or by the Court.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR DEFENDANT FOR INFORMATION.

22. If the address of any Settlement Class Member changes or is different than the address on this Notice, such change or correction should be sent by mail to Wells Fargo's counsel at the address above.

BY ORDER OF THE COURT

Dated: May 10, 2007

The Honorable A. James Robertson, II
Judge of the San Francisco County Superior Court
State of California

9. *Payment of Class Counsel's Attorneys' Fees and Costs.* Class Counsel will seek an order from the Court awarding them attorneys' fees and costs not to exceed \$150,000, to be paid by Wells Fargo.

10. *Payment to Class Representatives.* Class Counsel will seek an order from the Court awarding Plaintiffs/Class Representatives Ryan Gutierrez and Jamie Gutierrez \$14,900 each, to be paid by Wells Fargo.

11. *Release of Claims Against Wells Fargo.* If the settlement is approved, the Court will enter Final Judgment as to the claims against Wells Fargo. The claims asserted against Autowest Dodge and other dealer-related entities will go forward and are not affected by this Settlement. All claims and causes of action that have been or could be asserted by or on behalf of Settlement Class Members, or any of them, whether known or unknown, against the Wells Fargo and the Released Parties concerning, among other things, (a) the disclosures made in the lease contract; or (b) based upon any breach of contract or violation of any state or federal law, other statutory or common law related to the facts alleged in the Action.

RIGHT TO BE EXCLUDED FROM THE CLASS

12. If you do not wish to receive funds under the Settlement or be a Settlement Class Member, you may be excluded from the Settlement Class by mailing, by first-class mail, postage prepaid, a valid request for exclusion, which must be postmarked on or before July 20, 2007, to the following address:

Bryan Kemnitzer, Esq.
Nancy Barron, Esq.
Kemnitzer, Anderson, Barron & Ogilvie
445 Bush Street, 6th Floor
San Francisco, California 94108

CLASS MEMBERS WHO REQUEST TO BE EXCLUDED FROM THE CLASS WILL NOT BE ENTITLED TO RECEIVE ANY RELIEF

13. A request for exclusion must include name and address of the person or entity requesting exclusion, and must expressly refer to the name of the Action as well as the case number. All requests for exclusion must be signed by or on behalf of the person or entity requesting exclusion, and must clearly state that person's intention to be excluded from the Settlement Class.

14. If any Settlement Class Member requests exclusion, then all other persons who entered into or guaranteed the contract which was entered into or guaranteed by that

Settlement Class Member shall likewise be deemed to have excluded themselves from the Class, and no party to that contract shall be entitled to participate in the settlement.

15. If a request for exclusion is not timely submitted, or does not include all the information required, or is not signed, it shall not be a valid request for exclusion, and the person or entity filing an invalid request for exclusion shall remain a Settlement Class Member. Settlement Class Members who do not timely file a valid request for exclusion will be bound by all orders and judgments affecting the Settlement Class Members.

THE FAIRNESS HEARING

16. The Court will hold a final approval hearing in Department 220 of the San Francisco County Superior Court, 400 McAllister Street, San Francisco, California, on August 29, 2007 at 10:30 a.m. to determine whether the Settlement should be finally approved as fair, adequate and reasonable. The Court will also be asked to approve Class Counsel's request for costs and attorney fees, in an amount not to exceed \$150,000 and to approve payment to the Class Representatives of \$14,900 each.

17. The hearing may be postponed without further notice to the class. **It is not necessary for you to appear at this hearing.**

RIGHT TO APPEAR

18. Any Settlement Class Member who has not requested exclusion from the Class may appear at the Fairness Hearing, in person or through counsel, to explain why the proposed settlement should or should not be approved as fair, reasonable and adequate. No Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the Settlement Agreement, the Order and Final Judgment, or the reimbursement of Plaintiffs' attorneys' fees and costs, unless on or before August 13, 2007 that person served by hand or first-class mail, postage prepaid and postmarked by that date, written objections and copies of any supporting papers and briefs upon the Clerk of the Court and Class Counsel:

Bryan Kemnitzer, Esq.
Nancy Barron, Esq.
Kemnitzer, Anderson, Barron & Ogilvie
445 Bush Street, 6th Floor
San Francisco, CA 94108

and upon the following Counsel for Wells Fargo:

Regina J. McClendon, Esq.
Severson & Werson

One Embarcadero Center, 26th Floor
San Francisco, California 94111

All such objections, papers and briefs shall expressly refer to the name of the Action as it appears on the first page of this Notice, as well as the judge and case number. All written objections must clearly identify the name and address of the Settlement Class Member making the objection. All written objections also must clearly identify any and all witnesses, documents and other evidence of any kind that are to be presented at the Fairness Hearing in connection with such objections and shall further set forth the substance of any testimony to be given by such witnesses, if any.

19. Unless the Court otherwise directs, any Settlement Class Member who does not comply with these requirements shall be deemed to have waived such objection and shall be forever foreclosed from making any objection to, among other things, the fairness, adequacy or reasonableness of the proposed settlement, and the entry of the Order and Final Judgment.

GETTING MORE INFORMATION

20. The entire Settlement Agreement, and the other documents filed with the Court in the Action are available for review at the offices of the Clerk of the San Francisco County Superior Court, 400 McAllister Street, San Francisco, California.

21. All questions regarding this Notice or the Action should be directed to Plaintiffs' Counsel:

Bryan Kemnitzer, Esq.
Nancy Barron, Esq.
Kemnitzer, Anderson, Barron & Ogilvie
445 Bush Street, 6th Floor
San Francisco, CA 94108
(415) 861-2265