Must be Postmarked No Later Than December 7, 2011 Wells Fargo Project Administration c/o The Garden City Group, Inc. P.O. Box 9767 Dublin, OH 43017-5667 Toll-Free: 1 (888) 378-8728



Claim Number:

Control Number:

# PROOF OF CLAIM AND RELEASE

YOU MUST COMPLETE THIS CLAIM FORM BY DECEMBER 7, 2011 TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.

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**IMPORTANT:** Before Completing This Proof of Claim, Please Carefully Read the Enclosed Instruction Sheet.



### **PART I - CLAIMANT IDENTIFICATION**

	communications relevant to this Claim (including the check, if eligible for the Claims Administrator in writing at the address above.
Beneficial Owner's Name (First, Middle, Last)	/ Joint Owner's Name:
Street Address:	
City:	
State and Zip Code:	
Foreign Province:	Foreign Country:
Daytime Telephone Number: ( ) -	Evening Telephone Number: ( ) -
Last 4 digits of Claimant Social Security Number/Ta	xpayer ID Number:
Record Owner's Name (if known and different from	Beneficial Owner listed above):
	2010.1014. 0 11.101 11.0104 43010).
Check appropriate box (check only one box):	Dansies Blan
☐ Individual/Sole Proprietor ☐ Joint Own ☐ Corporation ☐ Partnershi	
☐ IRA ☐ Other (des	<u> </u>

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in Wells Fargo mortgage pass-through certificates) on one Proof of Claim, no matter how many accounts the transactions were made in.

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim form, whether or not they also submit electronic copies, either listing all their transactions or including a notation to see corresponding electronic file for all transactions. If you wish to file your claim electronically, you must contact the Claims Administrator at (888) 378-8728, or visit their website at www.WellsFargoRMBSlitigation.com, to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

Proceed to Part II of this Proof of Claim.



#### PART II - TRANSACTIONS IN WELLS FARGO MORTGAGE PASS-THROUGH CERTIFICATES

PURCHASES AND ACQUISITIONS: List all purchases and acquisitions of mortgage pass-through certificates pursuant or traceable to Wells Fargo Asset Securities Corporation's July 29, 2005 Registration Statement, October 20, 2005 Registration Statement, or September 27, 2006 Registration Statement, and the accompanying prospectuses and prospectus supplements in any of the Offerings. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month/Day/Year)	CUSIP*	Face Value		CUSIP* Face		Price**	Total Cost**
1 1		\$		\$	\$ .		
1 1		\$		\$	\$ .		
1 1		\$		\$	\$ .		
1 1		\$		\$	\$ .		
1 1		\$		\$	\$ .		

<sup>\*</sup> as provided in Table A of the accompanying Notice

2. SALES: List all sales of mortgage pass-through certificates that were purchased or acquired pursuant or traceable to Wells Fargo Asset Securities Corporation's July 29, 2005 Registration Statement, October 20, 2005 Registration Statement, or September 27, 2006 Registration Statement, and the accompanying prospectuses and prospectus supplements in any of the Offerings. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month/Day/Year)	CUSIP*	Face Value		Price**	Total Proceeds**	
1 1		\$		\$ .	\$	
1 1		\$		\$ .	\$	
1 1		\$		\$ .	\$	
1 1		\$		\$ .	\$	
1 1		\$		\$ .	\$	

<sup>\*</sup> as provided in Table A of the accompanying Notice

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX: ☐ IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

<sup>\*\*</sup> excluding commissions, transfer taxes or other fees

<sup>\*\*</sup> excluding commissions, transfer taxes or other fees



## PART II - TRANSACTIONS IN WELLS FARGO MORTGAGE PASS-THROUGH CERTIFICATES (CONT.

3. UNSOLD MORTGAGE PASS-THROUGH CERTIFICATES AT THE DATE SUIT WAS BROUGHT AND THROUGH DATE OF SUBMISSION OF CLAIM FORM: State the CUSIP and Face Value of Wells Fargo mortgage pass-through certificates that were purchased or acquired pursuant or traceable to Wells Fargo Asset Securities Corporation's July 29, 2005 Registration Statement, October 20, 2005 Registration Statement, or September 27, 2006 Registration Statement, and the accompanying prospectuses and prospectus supplements in any of the Offerings, that the Claimant still owned on the following dates:

January 29, 2009:	CUSIP*	Face Value
		\$ .
		\$ .
		\$ .
March 27, 2009:	CUSIP*	Face Value
		\$ .
		\$ .
		\$ .
April 13, 2009:	CUSIP*	Face Value
		\$ .
		\$ .
		\$ .
Date of Submission Of Claim Form:	CUSIP*	Face Value
		\$ .
		\$ .
		\$ .

Be sure to attach the required documentation. Proceed to Part III of this Proof of Claim.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX: ☐ IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

<sup>\*</sup> as provided in Table A of the accompanying Notice



### PART III: RELEASE OF CLAIMS AND SIGNATURE

#### **Definitions**

"Effective Date," as defined in the Stipulation of Settlement, dated as of July 5, 2011 (the "Stipulation"), means the date on which all of the following shall have occurred: (i) Defendants no longer have any right under paragraph 33 of the Stipulation to terminate this Settlement, or if Defendants do have such right, they have given written notice to Lead Counsel that they will not exercise such right; (ii) the Court has entered the Preliminary Approval Order; (iii) the Court has approved the Settlement, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; (iv) the Court has approved the Settlement and entered the Judgment, substantially in the form annexed as Exhibit B to the Stipulation, or the Court has entered an order and final judgment in a form other than that provided above ("Alternative Judgment") and neither Plaintiffs nor any Defendant elects to terminate this Settlement; (v) the Judgment or Alternative Judgment has become Final (as defined in the Stipulation); and (vi) the Dismissal Orders (as defined in the Stipulation) have been entered by the Ninth Circuit Court of Appeals.

"Individual Defendants" means David Moskowitz, Franklin Codel, Douglas K. Johnson, and Thomas Neary.

"Investment Vehicle" means any investment company or pooled investment fund (including but not limited to, mutual fund families, exchange-traded funds, fund of funds and hedge funds) in which any Underwriter Defendant has or may have a direct or indirect interest, or as to which its affiliates may act as investment advisors, but in which the Underwriter Defendant or any of its respective affiliates is not a majority owner or does not hold a majority beneficial interest.

"Judgment" means an order of judgment and dismissal approving the Settlement to be rendered by the Court.

"Defendants" means Wells Fargo, the Individual Defendants, and the Underwriter Defendants.

"Related Parties" means the Defendants' respective past or present heirs, executors, estates, administrators, predecessors, successors, assigns, attorneys, parents, subsidiaries, affiliates, insurers and reinsurers, employers, employees, members, directors, managing directors and officers, but this term shall not include any Investment Vehicle. This term specifically includes, but is not limited to, the WFMBS 2006-1, WFMBS 2006-2, WFMBS 2006-3, WFMBS 2006-4, WFMBS 2006-6, WFMBS 2006-7, WFMBS 2006-10, WFMBS 2006-18, WFMBS 2006-20, WFMBS 2006-AR1, WFMBS 2006-AR2, WFMBS 2006-AR4, WFMBS 2006-AR5, WFMBS 2006-AR6, WFMBS 2006-AR8, WFMBS 2006-AR10, WFMBS 2006-AR11, WFMBS 2006-AR12, WFMBS 2006-AR14, WFMBS 2006-AR15, WFMBS 2006-AR16, WFMBS 2006-AR17, WFMBS 2006-AR19, WFMBS 2007-10, WFMBS 2007-11, WFMBS 2007-13, and WFMBS 2007-AR4 Trusts and the Wells Fargo Alternative Loan 2007-PA1 Trust.

"Released Parties" means Defendants and their Related Parties.

"Settled Claims" means, to the fullest extent permitted by law or equity, any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or foreign law, or any other law, rule, or regulation, that were asserted, could have been asserted, or that arise out of the same transactions or occurrences as the claims that were asserted, in the Action.

"Released Parties' Claims" means any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Defendants, except for claims relating to the enforcement of the settlement, against Plaintiffs, and their respective attorneys, or any other Class Member.

"Settlement Class" or "Class" means all persons or entities who purchased or otherwise acquired mortgage pass-through certificates pursuant or traceable to Wells Fargo Asset Securities Corporation's July 29, 2005 Registration Statement, October 20, 2005 Registration Statement, or September 27, 2006 Registration Statement, and the accompanying prospectuses and prospectus supplements in the following 28 offerings and were damaged thereby: The WFMBS 2006-1 offering, WFMBS 2006-2 offering, WFMBS 2006-3 offering, WFMBS 2006-4 offering, WFMBS 2006-6 offering, WFMBS 2006-AR1 offering, WFMBS 2006-AR2 offering, WFMBS 2006-AR4 offering, WFMBS 2006-AR5 offering, WFMBS 2006-AR6 offering, WFMBS 2006-AR10 offering, WFMBS 2006-AR11 offering, WFMBS 2006-AR12 offering, WFMBS 2006-AR14 offering, WFMBS 2006-AR17 offering, WFMBS 2007-11 offering, WFMBS 2006-AR19 offering, WFMBS 2006-10 offering, WFMBS 2006-AR16 offering, WFMBS 2006-18 offering, WFMBS 2006-AR19 offering, WFMBS 2006-AR15 offering, WFMBS 2007-AR4 offering, WFMBS 2007-10 offering, WFMBS 2007-13 offering, and WFMBS 2006-AR15 offering. Excluded from the Class are Defendants and their respective officers, affiliates and directors at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which any Defendant has or had a controlling interest, except that Investment Vehicles shall not be excluded



#### PART III: RELEASE OF CLAIMS AND SIGNATURE (CONT.)

from the Class. Also excluded from the Class are any persons or entities who exclude themselves by filing a valid request for exclusion in accordance with the requirements set forth in the Notice.

"Underwriter Defendants" means Goldman, Sachs & Co.; Bear Stearns & Co., Inc. (including J.P. Morgan Securities LLC, as successor-in-interest); Deutsche Bank Securities, Inc.; UBS Securities, LLC; Credit Suisse Securities (USA) LLC; RBS Securities Inc., f.k.a. Greenwich Capital Markets, Inc.; Banc of America Securities, LLC; Citigroup Global Markets, Inc.; and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"Unknown Claims" means any and all Settled Claims that any Lead Plaintiff and/or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Parties' Claims that the Released Parties do not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Parties (or Lead Plaintiffs, as appropriate), or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Settlement Class. With respect to any and all Settled Claims and Released Parties' Claims, the parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each Class Member and Released Party shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but each Lead Plaintiff shall expressly – and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have – fully, finally and forever settled and released any and all Settled Claims, known or Unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Defendants acknowledge, and Class Members by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Released Parties' Claims was separately bargained for and was a material element of the Settlement.

"Wells Fargo" means Wells Fargo Bank, N.A. and Wells Fargo Asset Securities Corporation.

#### **The Release**

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, on behalf of him, her or itself and any of his, her or its personal representatives, spouse, domestic partner, trustees, heirs, executors, administrators, successors or assigns for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, waived, discharged and dismissed each and every Settled Claim (including Unknown Claims) against each and all of the Released Parties, and shall forever be enjoined from pursuing any or all Settled Claims against any Released Party, whether directly or indirectly, whether on their own behalf or otherwise, and regardless of whether or not such Class Member executes and delivers a Proof of Claim Form (except that the foregoing provision shall not apply to any such representative, spouse, domestic partner, trustee, heir, executor, administrator, successor or assign who independently would be a member of the Settlement Class and timely excludes himself, herself or itself). By entering into this Settlement Agreement, Plaintiffs represent and warrant that they have not assigned, hypothecated, conveyed, transferred or otherwise granted or given any interest in the Settled Claims, or any of them, to any other person or entity, whether or not a Proof of Claim Form is executed and delivered by, or on behalf of, such Class Member.



## PART III: RELEASE OF CLAIMS AND SIGNATURE (CONT.)

#### SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim Form, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Proof of Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or acquisitions of Wells Fargo mortgage pass-through certificates and alleging the Settled Claims and know of no other person having done so on my (our) behalf.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish, waive, discharge and dismiss each and every Settled Claim (including Unknown Claims) against each and all the "Released Parties" as defined above.

- 1. that the Claimant(s) is a (are) Class Member(s), as defined herein and in the Notice;
- 2. that I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in the Wells Fargo mortgage pass-through certificates at issue herein;
- 3. that I (we) own(ed) the Wells Fargo mortgage pass-through certificates identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
  - 4. that Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;
- 5. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties, the Claims Administrator or the Court may require;
- 6. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim;
- 7. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
- 8. that I (we) have included information requested above about all of my (our) transactions in Wells Fargo mortgage pass-through certificates; and
- 9. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

(Signature of Claimant)		
(Print Name of Claimant)	(Date)	
(Signature of Joint Claimant, if any)		
(Print Name of Joint Claimant)	(Date)	
If Claimant is other than an individe completing this form, the following	•	
(Signature of Person Completing Form)		
(Print Name of Person Completing Form)	(Date)	
(Capacity of Person Signing (Executor, President, Trustee, etc.)		



#### REMINDER CHECKLIST

- 1. Please sign the Certification Section of the Proof of Claim and Release form.
- 2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Please remember to attach supporting documents.
- 4. **DO NOT SEND** ORIGINALS OF ANY SUPPORTING DOCUMENTS.
- 5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
- 6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (888) 378-8728.
- 7. If you move, please send your new address to:

Wells Fargo Project Administration c/o The Garden City Group, Inc. P.O. Box 9767 Dublin, OH 43017-5667 1 (888) 378-8728

Do not use highlighter on the Proof of Claim and Release form or supporting documentation. THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN DECEMBER 7, 2011, AND MUST BE MAILED TO:

Wells Fargo Project Administration c/o The Garden City Group, Inc. P.O. Box 9767 Dublin, OH 43017-5667 1 (888) 378-8728

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.