

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

GERALD FORSBURG, JENNA DOCTOR,
LUIS CASTRO, MARISOL CASTRO, and
BARBARA PRADO,

on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

WELLS FARGO & CO.,

WELLS FARGO BANK, N.A.,

Defendants.

Civil Action No.: 5:20-CV-00046

**AGREED ORDER RESOLVING PLAINTIFFS'
MOTION FOR PRELIMINARY INJUNCTION**

Plaintiffs Gerald Forsburg, Jenna Doctor, Luis Castro, Marisol Castro, and Barbara Prado (“Plaintiffs”) and Defendants Wells Fargo & Co. and Wells Fargo Bank, N.A. (“Wells Fargo,” and, collectively with Plaintiffs, “Party” or “Parties”) have reached an agreement on Plaintiffs’ Motion for Preliminary Injunction (Doc. No. 23) filed with the Court on September 14, 2020.

In connection with this agreement, Wells Fargo has voluntarily agreed that, until such time as the Court enters an order superseding this order or a final judgment in this matter, that Wells Fargo will not (a) activate a COVID-19 pandemic-related forbearance (“Forbearance”) on the mortgage account of any Wells Fargo customer unless the customer (or an authorized representative) requests the Forbearance, which request may be made verbally, in writing or through Wells Fargo’s interactive voice recognition system or websites; and will not (b) extend a Forbearance of any Wells Fargo mortgage customer beyond its originally disclosed term unless

the customer or customer's authorized representative (i) requests a Forbearance extension, or (ii) requested a Forbearance initially but has not responded to Wells Fargo's written and verbal attempts to contact the customer to determine whether he or she would like to extend the Forbearance. Nothing in this agreed order prohibits Wells Fargo from delaying or deferring enforcement of any noteholder's rights and remedies under the applicable mortgage loan documents. The Parties agree that by making this agreement, neither Party concedes any disputed issue related to the pending Preliminary Injunction Motion or Plaintiffs' Complaint.

Accordingly, based on the parties' agreement as set forth above, it is hereby:

ORDERED that the Parties shall comply with their agreement set forth above, and it is further,

ORDERED that except as agreed to herein, Plaintiffs' Motion for Preliminary Injunction (Doc. No. 23) is DENIED without prejudice in light of the Parties' foregoing agreement.

It is SO ORDERED.

ENTERED: October 30, 2020



Michael F. Urbanski
Chief U.S. District Judge
2020.10.30 18:26:41
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Michael F. Urbanski
Chief United States District Judge

AGREED TO:

<p><u>/s/Malissa L. Giles</u> Malissa L. Giles Giles & Lambert, PC P.O. Box 2780 Roanoke, VA 24001 Tel: (540) 981-9000 mgiles@gileslambert.com Theodore O. Bartholow III ("Thad")* Texas State Bar No. 24062602 Karen L. Kellett* Texas State Bar. No. 11199520 O. Max Gardner III* N.C. State Bar No. 6164 Kellett & Bartholow PLLC 11300 N. Central Expressway, Ste. 301 Dallas, TX 75243 Tel.: (214) 696-9000 Fax: (214) 696-9001 thad@kblawtx.com kkellett@kblawtx.com maxgardner@maxgardner.com</p> <p><i>Counsel for Plaintiffs Gerald Forsburg, Jenna Doctor, Luis Castro and Marisol Castro</i> *Admitted Pro Hac Vice</p>	<p><u>/s/Justin E. Simmons</u> Michael E. Hastings (VSB No. 36090) J. Benjamin Rottenborn (VSB No. 84796) Justin E. Simmons (VSB No. 77319) Woods Rogers PLC P.O. Box 14125 Roanoke, Virginia 24011 Phone: (540) 983-7600 Fax: (540) 983-7711 mhastings@woodsrogers.com brottenborn@woodsrogers.com jsimmons@woodsrogers.com</p> <p><u>/s/ William C. Mayberry</u> William C. Mayberry (VSB No. 33584) Troutman Pepper Hamilton Sanders LLP 301 South College Street, Suite 3400 Charlotte, NC 28202 Tel: (704) 916-1501 E-mail: bill.mayberry@troutman.com</p> <p>John C. Lynch (VSB No. 39267) Troutman Pepper Hamilton Sanders LLP 222 Central Pak Ave., Suite 2000 Virginia Beach, VA 23462 Tel: (757) 687-7765 Fax: (757) 687-1504</p> <p><i>Counsel for Wells Fargo & Co. and Wells Fargo Bank, N.A.</i></p>
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