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Attorneys for Plaintiffs Denise Droesch,
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and other individuals similarly situated

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

DENISE DROESCH; KYONNA
HARRISON; and JANISHA LEE PRICE
as individuals and on behalf of other
aggrieved employees,

Plaintiffs,

vs.

WELLS FARGO BANK, N.A., a United
States Corporation, and DOES 1 – 10,
inclusive

Defendants.

CASE NO. 34-2021-00292066-CU-OE-GDS

**DECLARATION OF CHRISTINA A.
HUMPHREY IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
PROVISIONAL CLASS
CERTIFICATION**

[Filed and served concurrently with Notice of
Motion; Memorandum of Points &
Authorities; Declarations of Attorney Marcus
J. Bradley; of Plaintiffs Denise Droesch;
Kyonna Harrison; Janisha Lee Price; of
Settlement Administrator; and [Proposed]
Order]

Date: November 1, 2024

Time: 9:00 a.m.

Reservation #: A-292066-001

Dept.: 23

Judge: Jill H. Talley

Complaint filed: January 7, 2021

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Kyonna Harrison, Janisha Lee Price,
6 and other individuals similarly situated
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I, Christina A. Humphrey, declare:

1. I am an adult above the age of eighteen years of age. I am an attorney licensed to practice law in all of the Courts of the State of California. I am the owner of Christina Humphrey Law, P.C., and counsel of record for Plaintiffs Denise Droesch, Kyonna Harrison, and Janisha Lee Price (“Class Representatives”), in the above-entitled action. I have served as one of the lead counsel in this litigation, along with my colleagues Richard Quintilone of Quintilone & Associates, PC, Michelle Gessner of Gessner Law, PLLC, and Marcus Bradley of Bradley Grombacher, LLP.¹ I have personal knowledge of the facts set forth herein, and, if called as a witness, could and would testify competently thereto.

2. This declaration is given in support of Plaintiff’s ‘Unopposed Motion for Preliminary Approval of Class Action Settlement. Defendants WELLS FARGO BANK, N.A. (“Defendants”) reviewed all the papers prior to the filing of this motion and do not oppose it.

3. I have reviewed Sacramento County Superior Court’s “Checklist for Approval of Class Action Settlements” and have done my best to comply with it and provide this Court with all the information it seeks.

I. ADEQUACY AS CLASS COUNSEL

4. I graduated law school in 2001 and have been practicing law for a total of twenty-three (23) years. For thirteen years as an associate and partner at a reputable boutique employment class action law firm and approximately eight (8) years as the owner of my own firm, I have been responsible for the handling of all facets of class action and other complex litigation, from pre-filing investigation through trial and appeal, especially in the arena of wage and hour litigation. From the beginning of my legal career in California in 2003, I have litigated

¹ Mr. Quintilone passed away July 29, 2024, and his firm is no longer in operation. I, therefore, will be providing information related to his firm's participation in this action for purposes of this motion.

1 almost exclusively class and PAGA actions. I have been appointed class counsel in at least 50-
2 100 cases throughout my career.

3 5. I have co-chaired two wage and hour class action trials and successfully arbitrated
4 damage claims for nearly a hundred employees in a certified class action (damages were
5 determined individually). I have also handled appeals in at least 10-15 wage and hour class
6 action cases and have published decisions including *Faulkinbury v. Boyd* (2013) 185 Cal.App.4th
7 1363 and *Hodge v. AON* (2006) 145 Cal.App.4th 278. I have been designated as a Southern
8 California “Rising Star” from 2009-2016 and a Southern California “Superlawyer” from 2021-
9 present in the area of class actions and complex litigation. I have also successfully tried
10 individual cases.

11 6. The plaintiff side employment cases that I have either been involved in or been
12 responsible for directly, have resulted in the payment by defendants of hundreds of millions of
13 dollars in settlements. Examples of some of the many cases I have been involved in or directly
14 handled include:

15 (1) **Gutierrez vs. State Farm**, Los Angeles Superior Court. Class action seeking
16 overtime compensation for insurance claims adjusters employed by defendant in
17 the State of California. Plaintiff’s counsel. Certification granted, and then
18 summary adjudication as to liability granted in favor of the class. Case settled in
19 2004 for \$135 million, with Final Approval granted and no objections filed. Full
20 deposition survey completed, settled on eve of trial.

21 (2) **Bednar vs. Allstate Insurance Company**, Los Angeles Superior Court. Class
22 action seeking overtime compensation for insurance claims adjusters employed
23 by defendant in the State of California. Plaintiff’s counsel. Certification granted,
24 and then summary adjudication as to liability granted in favor of the class. Case
25 settled in 2005 for \$120 million. Final Approval granted and no objections filed.
26 Full deposition survey completed, settled on eve of trial.

27 (3) **In re: Wal-Mart Wage and Hour Litigation**, United States District Court
28 for the Northern District of California. Class action seeking unpaid vacation pay

and penalties. Certification granted. Case settled for maximum payment of \$86 million. Final approval granted.

(4) **Roberts vs. Coast National Insurance**, Orange County Superior Court. Class action seeking overtime compensation for insurance claims adjusters employed by defendant in the State of California. Plaintiff's counsel. Certification granted, and then the matter was tried to binding arbitrator. Case settled for in excess of \$18 million during class-wide arbitration. Handled adjudication of individual damage claims in arbitration.

(5) **CNA Class Action Litigation**, Los Angeles Superior Court. Class action seeking overtime compensation for insurance claims adjusters employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2005 for \$33 million.

(6) **H & R Block Litigation**, United States District Court for the Northern District of California. Class certified, and settlement reached prior to trial. Total settlement was \$35 million.

(7) **Hoyng v. AON**, Los Angeles Superior Court. Class action seeking overtime compensation for certain employees employed by defendant third party administrator in the State of California. Plaintiffs' counsel. Certification granted. Case settled for \$10.5 million. Deposition survey completed.

(8) **Parris vs. Lowe's Home Improvement**, Los Angeles Superior Court. Class action seeking payment of "off the clock" hours worked by all hourly employees of Lowe's in the State of California. Plaintiffs' counsel. Case ordered certified by Order of the Court of Appeals, Second Appellate District, California, on reversal of trial court order denying certification. Case settled for \$29.5 million. Deposition survey completed.

(9) **Fulton vs. Cisco Systems, Inc.**, Orange County Superior Court. Wage and hour litigation seeking overtime and related compensation. Plaintiffs' class counsel. Settled for \$6.7 million.

- (10) **Van Heyn vs. WMC Mortgage Corp.**, Los Angeles Superior Court. Action for violation of Labor Code §§ 2802 and 2804, etc. for failure to reimburse employees for business expenses. Plaintiffs' counsel. Case settled for \$3 million.
- (11) **In re: JB Hunt Transport Class Action**, United States District Court for the Central District of California. Previously appointed Plaintiffs' Class counsel for certified class. Case settled in 2018 for \$15 million after my departure from previous firm. Co-lead attorney for nine years.
- (12) **Poston vs. Marcus & Millichap Real Estate Investment**, Los Angeles Superior Court. Action for violation of Labor Code §§2802 and 2804, etc. for failure to reimburse employees for business expenses. Plaintiffs' Class counsel. Case settled for \$1.34 million.
- (13) **Dotson vs. Royal SunAlliance**, Orange County Superior Court. Class action seeking overtime compensation for insurance claims adjusters employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2005 for \$12.3 million.
- (14) **Harris v. Vector Marketing Corp.**, United States District Court, Northern District of California. Plaintiffs' Class counsel. Case settled for \$13 million.
- (15) **Woods v. Vector Marketing Corp.**, United States District Court, Northern District of California. Plaintiffs' Class Counsel. Case settled for \$6.75 million.
- (16) **McCowen v. Trimac Transportation**, United States District Court, Northern District of California. Appointed Plaintiffs' Class Counsel. Certified Class Action. Case settled.
- (17) **Berner vs. Kraft Foods, Inc.**, United States District Court, Central District. Counsel for Plaintiffs in "off the clock" action, plus meal and break time. Case settled.

- 1 (18) **Rounsavall vs. Countrywide Home Loans, Inc.,** Los Angeles Superior
2 Court. Lead counsel in class action claiming mis-classification of computer
3 driven underwriting positions. Plaintiffs' class counsel. Case settled for \$15
4 million.
- 5 (19) **Ortmann vs. New York Life Insurance,** United States District Court,
6 Central District. Class action involving alleged failure to pay minimum wages to
7 employed insurance agents, failure to reimburse, etc. Plaintiffs' class counsel.
8 Case settled for \$10 million.
- 9 (20) **Bickley v. Schneider Logistics,** United States District Court, Northern
10 District of California. Plaintiffs' Class Counsel. Case settled for \$28 million.
- 11 (21) **Holmby v. Cardinal Logistics,** United States District Court, Northern
12 District of California. Plaintiffs' Class Counsel. Case settled for \$2 million.
- 13 (22) **Pitshikyan v. Dependable Highway Express, Inc.,** Sacramento Superior
14 Court. Lead counsel in an alleged class action claiming mis-classification of truck
15 drivers classified as independent contractors. Case settled for \$2.5 million.
- 16 (23) **Ramos v. Cedar Fair, Inc.,** Orange County Superior Court. Plaintiffs'
17 Class Counsel. Case settled for \$4.2 million.
- 18 (24) **Williams v. Chevron Stations, Inc.,** Los Angeles Superior Court.
19 Plaintiffs' Class Counsel. Case settled for \$3.2 million.
- 20 (25) **Takrouri v. CoreMark International, Inc.,** Los Angeles Superior Court.
21 Plaintiff's Lead Counsel. Case settled for \$1 million.
- 22 (26) **Weiss v. Carmax Auto Superstores California, LLC et. al,** Placer
23 County Superior Court. Plaintiffs' Lead Counsel. Final approval of \$6.518
24 million settlement granted and separate confidential settlement of individually
25 filed mass arbitrations.
- 26 (27) **Lester v. Harbor Freight, Ventura County Superior Court.** Plaintiffs'
27 Co-Lead Counsel. Case settled for \$3.25 million.
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1 7. My firm concentrates its efforts on areas of litigation, with a great emphasis on
2 Plaintiff class action and complex litigation.

3 8. My firm has worked with the representative Plaintiffs, Denise Droesch; Kyonna
4 Harrison; and Janisha Lee Price (“Plaintiffs” and “Class Representatives”), to protect the
5 interests of the class and the Plaintiffs. I am familiar with the law as it applies to the legal and
6 factual issues relevant to this matter. My firm has dedicated the necessary personnel and
7 resources to fully develop the case, and in doing so the firm was also fully enabled to evaluate
8 the settlement risks and benefits for the case.

9 **II. PROCEDURAL HISTORY**

10 **A. The Pleading Stage**

11 9. On October 1, 2019, Plaintiff Denise Droesch filed her Complaint in this Court on
12 January 7, 2021. Defendant filed its Answer to the Original Complaint on March 1, 2021.
13 Defendant filed its First Amended Answer to the Original Complaint on July 23, 2021.

14 10. On August 12, 2022, the Court granted Plaintiff Droesch’s Motion for Leave to File
15 a First Amended Complaint (“FAC”). The Court, however, denied Plaintiff’s request for an order
16 that Ms. Harrison’s claims relate back to the filing of the original complaint. On August 12, 2022,
17 Plaintiffs filed the FAC adding aggrieved employee Kyonna Harrison as an additional named
18 Plaintiff in this Private Attorney General Action and seek additional penalties due to the state
19 relating to Defendant violation of Labor Code § 2802.

20 11. On August 29, 2022, Defendant filed a Notice of Related Case, and identified:
21 *Simon v. Wells Fargo Bank, N.A.*, Case #: 19STCV42777, in the Superior Court of
22 California, County of Los Angeles.

23 *Simon v. Wells Fargo Bank, N.A.*, Case #: 20STCV03229, in the Superior Court of
24 California, County of Los Angeles.

25 *Easton v. Wells Fargo & Co., et al.*, Case #: 2:20-cv-06070-AB (RAOx).

26 *Scorby v. Wells Fargo, Bank, N.A.*, Case No. CIV2100758, in the Superior Court of
27 California, County of Marin.
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1 *Calderon v. Wells Fargo Bank, N.A.*, Case No. 21STCV28860, in the Superior Court of
2 California, County of Los Angeles.

3 12. On September 12, 2022, Defendant filed its Answer to the FAC on September 12,
4 2022 and filed a Motion to Compel Plaintiff Droesch to Individual Arbitration and Stay Entire
5 Action on Pendency of Prior Actions. On September 26, 2022, Plaintiffs filed their Opposition to
6 Defendant's MTC. On September 30, 2022, Defendant filed its Reply to Plaintiffs' Opposition to
7 Defendant's MTC.

8 13. The Court granted Defendant's Motion to Compel Arbitration on October 6,
9 2022. In addition, the Court directed Defendant to file the LWDA notices attached to the
10 complaints in (1) *Easton et al. v. Wells Fargo, N.A., et al.*, filed in the United States District
11 Court for the Northern District of California, and in (2) *Simon et al. v. Wells Fargo Bank, N.A.,*
12 *et al.*, filed in the Los Angeles County Superior Court by October 21, 2022.

13 14. On October 21, 2022, pursuant to the Court's request, Defendant filed a
14 supplemental brief addressing whether the contents of the LWDA notices affect or alter
15 Defendant's arguments on the application of the doctrine of exclusive concurrent jurisdiction.
16 On November 2, 2022, Plaintiffs filed a responsive supplemental brief. Defendant's Motion to
17 Stay was to stay entire action pursuant to the doctrine of exclusive concurrent jurisdiction was
18 denied in part and granted in part. The Court stated that it was not inclined to stay this entire
19 action pending the outcome of the *Scorby Action*, but the Court was inclined to stay all
20 proceedings as to the expense reimbursement claim only pending the outcome of the *Scorby*
21 *Action* pursuant to the Court's inherent authority.

22 15. On December 9, 2022, Plaintiffs filed a Request for Dismissal of Plaintiff
23 Droesch's individual PAGA claim only, however her representative PAGA claim was not
24 dismissed, and she remains a party to the case.

25 16. The same day this motion is filed, pursuant to the stipulation of the Parties, and
26 for the purposes of this Settlement alone, Plaintiffs Denise Droesch, Kyonna Harrison, and
27 Janisha Lee Price filed the operative Second Amended Consolidated Class and Representative
28 Action Complaint. In addition to this matter, Plaintiffs Price and Harrison are also named

1 Plaintiffs, between them, in three other legal actions against Defendant: (1) Plaintiffs Price and
2 Harrison are both named Plaintiffs in a putative class action that is presently pending before this
3 Court in which Plaintiffs allege violations of the Unfair Competition Law (UCL), (*Price, et al.*
4 *v. Wells Fargo Bank, N.A.*, Case No. 34-2022-00331236 (Sacramento Sup. Ct.)); (2) Plaintiff
5 Harrison is a named Plaintiff in a putative class action that alleges violations of the California
6 Labor Code that is currently pending in the United States District Court for the Northern District
7 of California, (*Droesch, et al. v. Wells Fargo Bank, N.A.*, No. 20-cv-06751-JSC (N.D. Cal.)); and
8 (3) Plaintiff Price is a named Plaintiff in a separate putative class action that also alleges
9 violations of the California Labor Code that is currently pending in the United States District
10 Court for the Northern District of California, (*Price, et al. v. Wells Fargo Bank, N.A.*, No. 3:22-
11 cv-03128 (N.D.Cal.)). Plaintiffs are represented by the same attorneys in all four pending
12 actions.²

13 17. The claims asserted in all four pending cases revolve around similar factual
14 allegations and legal claims asserted by Plaintiffs under the California Labor Code and PAGA.
15 In order to facilitate a global settlement of all claims asserted in the four pending cases, the
16 parties have stipulated to Plaintiffs filing a Consolidated Complaint that asserts all of the claims
17 that Plaintiffs have asserted in the four pending cases, which claims are to be settled pursuant to
18 this Stipulation (the “Second Amended Consolidated Complaint”). Currently, those other
19 actions are stayed pending the approval process of the global settlement before this Court.

20 18. The Settling Parties recognize and acknowledge that, at the time of the execution
21 of the settlement, there are unsettled questions of law which may have impact on the claims at
22 issue in the Litigation. The parties further recognize that they are reaching this settlement in
23 light of the risks created by all of these unresolved issues, and that all Settling Parties will take
24 all reasonable efforts to enforce this Agreement and obtain Court approval for this settlement
25 regardless of how any such issues of law are or may be decided after this settlement is executed.

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27
28 ² On April 4, 2024, Plaintiff Carmen Zamarripa, who was a named plaintiff in the *Price* UCL and
one of the federal actions, entered into an individual settlement with Defendant.

1 **B. The Discovery and Investigation Stage**

2 19. Plaintiffs’ attorneys and the Class Representatives have litigated this matter for
3 over four years, collectively over 2000 hours, including extensive pre-litigation investigation,
4 gathering 50 declarations in support of the action, conducting multiple rounds of discovery,
5 reviewing and producing thousands of documents by Plaintiff and Defendants, briefing multiple
6 motions including motions to compel arbitration, motions to amend the complaint, motions to
7 compel discovery, motions for summary adjudication, and motions to stay, statistical sampling,
8 and expert reports and discovery.

9 20. In total, nineteen (19) depositions were taken in the case. The Parties took
10 depositions of Plaintiffs, Persons Most Knowledgeable, Wells Fargo supervisors, and experts.
11 The Parties engaged in substantial meet and confer efforts prior to the dates for depositions and
12 spent significant time preparing for and taking the depositions.

13 **C. Mediation and Settlement Efforts**

14 21. The Parties attended a full day global mediation on May 4, 2023, with mediator
15 Peter Rukin, Esq., at which they attempted to settle all four of the pending actions between the
16 Settling Parties, putative classes and allegedly aggrieved employees. No settlement was reached
17 at the mediation, and the parties continued to litigate the pending cases. Through the further
18 efforts of mediator Rukin and the Parties, a global settlement was reached in April 2024 and the
19 settlement agreement finalized just days prior to the filing of the Motion for Preliminary
20 Approval.

21 **II. SETTLEMENT DOCUMENTS**

22 22. Class Counsel and Defendants’ counsel have finalized the terms of the following
23 documents, a true and correct copies of which, is attached hereto: (1) Joint Stipulation of Class
24 Action and PAGA Settlement and Release of Claims (“Settlement”) (Exhibit A to the Humphrey
25 Decl.); (2) Notice to Class Members Re: Pendency of a Class Action and Notice of Hearing on
26 Proposed Settlement” (Class Notice) (Exhibit 1 to the Settlement); (3) Notice of Final Judgment
27 that would be posted to the Settlement Website after this Court enters judgment (Exhibit 2 to the
28 Settlement); and (4) Proof of Submission of the Class Notice, Settlement Agreement, and

1 Approval papers to the LWDA (Exhibit B to Humphrey Decl.). For your information, attached
2 to the Proposed Order is the (5) Notice of Class Action Settlement (Exhibit 1).

3 23. The terms of the settlement are set forth in detail in Exhibit A and summarized in
4 the Memorandum of Points & Authorities filed herewith. The total non-reversionary settlement
5 amount is \$385,000. No employer taxes will be deducted from the settlement. Deductions from
6 the gross amount include administration costs not to exceed \$23,850; attorneys' fees of \$134,750
7 (35%), litigation costs not to exceed \$120,000; enhancement payments of \$10,000; and an
8 allocation to PAGA of \$40,000 (75% or \$30,000 to the LWDA and 25% or \$10,000 to PAGA
9 Group Members).

10 24. The estimated total class size is approximately 4,178 class members, which is
11 defined as all current and former California non-exempt hourly telephone bankers employed by
12 Defendant who worked at any time during the Class Period, which means the period from
13 December 12, 2018, through the date of the Preliminary Approval Order. The class is estimated
14 to have worked 408,243 workweeks from December 12, 2018 – May 31, 2024 for an average
15 hourly rate of \$22.41. Each Settlement Class Member's gross Individual Settlement Payment
16 will be apportioned as follows: one-third (1/3) as wages and two-thirds (2/3) as non-wages
17 (including penalties and interest).

18 25. The estimated PAGA group size is approximately 3,546 members, which is
19 defined as all Class Members who were employed by Defendant, or any of them, in California as
20 an hourly non-exempt telephone banker employee between November 3, 2019, and the end of
21 the Class Period. The group is estimated to have worked 166,402 pay periods from November 3,
22 2019 – May 31, 2024, for an average hourly rate of \$22.85. Individual PAGA Payments will be
23 apportioned as one hundred percent (100%) penalties, to be reported on IRS Form 1099 by the
24 Settlement Administrator.

25 26. The proposed Notice of Class Action Settlement will be mailed by first class mail
26 and apprises the Settlement class members of their rights under the settlement and provide an
27 estimate of each person's approximate share of the recovery, assuming that the Court approves
28 the various requests for fees, costs, incentive awards and such, at the Final Fairness Hearing. The

1 Notice also provides appropriate and adequate information as to the date of the Final Approval
2 Hearing, the scope of the release, value of the overall settlement, the terms of the settlement, the
3 amount of attorneys' fees and costs that will be requested, the amount of the enhancement that
4 will be requested for the Class Representatives, as well as the Settlement Class Members' right
5 to object or to opt-out of the settlement and/or dispute the allocation of their share of the
6 settlement. It also states that those who do not request exclusion will be bound by the Settlement
7 and that all PAGA members will be bound by the settlement regardless of if they are excluded
8 from the Class. Only one notice is being sent (as opposed to a PAGA and Class Notice)
9 because all Class Members are members of the PAGA Group, and Counsel agreed that it was
10 more cost efficient to send one consolidated Notice.

11 27. The parties believe that mailing notices is the most accurate, cost-effective way to
12 effectively provide notice to the settlement class members because the addresses used were
13 addresses provided by the Settlement Class Members while employed by Defendants.
14 Additionally, many of the Settlement Class Members are currently employed by Defendants or
15 were very recently employed by Defendants so there is a high likelihood that the addresses on
16 file are accurate. In addition, the Settlement Administrator, Rust Consulting, will set up a
17 dedicated settlement webpage accessible to Settlement Class Members (to the extent possible)
18 where the Administrator will post on the website a copy of the (i) Consolidated Amended
19 Complaint, (ii) Class Notice, (iii) Preliminary Approval Order, (iv) Notice of the Final Approval
20 Hearing and any changes thereto, and (v) Class Counsels' Motion for Attorneys' Fees and Costs.
21 After Final Approval and Entry of Final Judgment, the Settlement Administrator will post the
22 Court's Order of Final Approval and the Notice of Entry of Final Judgment, which will remain
23 posted for sixty (60) days after judgment is entered.

24 28. The parties have assessed the need for Spanish translation based on the
25 demographics of the Settlement Class Members and PAGA Group Members and do not feel it is
26 necessary in this case.

27 **III. CONDITIONAL CLASS CERTIFICATION IS APPROPRIATE**

28

29. As part of the settlement, the Parties have agreed to conditionally certify this case as a class action. This case meets the requirement for conditional certification pursuant to California Code of Civil Procedure Section 382.

A. Ascertainability and Numerosity

30. Class Members are defined as follows:

All non-exempt persons current and former California non-exempt hourly telephone bankers employed by Defendant who worked at any time during the Class Period, which means the period from December 12, 2018 through the date of the Preliminary Approval Order.

31. The proposed settlement and Classes comprise of approximately 4,200 Class Members. The number satisfies the numerosity requirements in California pursuant to California Code of Civil Procedure Section 382.

B. Common Questions of Law and Fact Predominate

32. Plaintiff believes that there are common questions of law and fact as to the Class which predominate over questions affecting only individual members including, without limitation to:

a. whether Plaintiff and the members of the Putative Class are subject to and entitled to the benefits of California wage and hour statutes;

b. whether Defendants required, encouraged, suffered, or permitted Plaintiff and the members of the Putative Class to perform certain work-related duties without compensation equal to at least the California minimum wage;

c. whether Defendants required, encouraged, suffered, or permitted Plaintiff and the members of the Putative Class to perform certain work-related duties without compensation at the designated rate;

d. whether Plaintiff and the members of the Putative Class are entitled to overtime compensation for certain work-related duties that were not compensated;

f. whether Defendants had a policy and practice of failing to provide Plaintiff and the members of the Putative Class meal and rest breaks;

1 g. whether Defendants had a policy and practice of failing to compensate
2 Plaintiff and the members of the Putative Class for missed, short, on duty, or late meal
3 and rest breaks at the regular rate;

4 h. whether Defendants' policy and practice of not providing, and/or
5 compensating Plaintiff and the members of the Putative Class for meal and rest breaks
6 violated California wage and hour law;

7 i. whether the nature of the work of Plaintiff and members of the Putative
8 Class prevented them from taking meal breaks;

9 j. whether Defendants unlawfully and/or willfully failed to provide Plaintiff
10 and the members of the Putative Class with true and proper wage statements upon
11 payment of wages, in violation of Labor Code § 226;

12 k. whether Defendants unlawfully and/or willfully failed to promptly pay
13 compensation owing to Plaintiff and the members of the putative Former Employee Sub-
14 class upon termination of their employment, in violation of Labor Code §§ 201-203;

15 l. whether Plaintiff and members of the Putative Class sustained damages,
16 and if so, the proper measure of such damages, as well as interest, penalties, costs,
17 attorneys' fees, and equitable relief; and

18 m. whether Defendants' conduct as alleged herein violates the Unfair
19 Business Practices Act of California, Bus. & Prof. Code § 17200, et seq.

20 33. There are no individualized factual or legal issues for the Court to resolve that
21 would prevent this case from proceeding as a class action.

22 **C. The Class Representatives Are Typical and Adequate**

23 34. The claims of the Class Representatives are typical of the Class Members. The
24 proposed Class Representatives are adequate because they will adequately and fairly represent
25 the Class and will not place their interests above any Member of the Class. The Class
26 Representatives worked during the relevant time periods in this case and were subjected to the
27 same policies and procedures and labor violations as all other Putative Class Members they seek
28 to represent.

1 **IV. THE SETTLEMENT REACHED IS FAIR, ADEQUATE, AND**
2 **REASONABLE AND MEETS THE STANDARDS FOR PRELIMINARY**
3 **APPROVAL**

4 **A. Discovery and Investigation Prior to Mediation**

5 35. As attested to in Section IB above, counsel for Plaintiffs spent over 2,000 hours
6 litigating this case. Much of that time litigating was spent prior to the mediation briefing
7 Defendant's individual motions for summary adjudication against each Plaintiff and discovery and
8 depositions. Frankly, as investigation and litigation of the case continued, the value of the case
9 diminished. First, it came to light that (1) Wells Fargo had instituted measures that ameliorated
10 many of the off-the-clock issues raised in the complaint therefore significantly narrowing the scope
11 of time at issue; (2) Wells Fargo instituted an arbitration clause with a class action waiver which
12 would have excluded many claims from being made on a class wide basis because of the US
13 Supreme Court decision in *Epiq Systems Corporation v. Lewis* (2018) 584 U.S. 497; (3) Wells
14 Fargo then moved to compel arbitration of the PAGA case after the US Supreme Court decided
15 *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, which complicated issues in the case;
16 (4) Plaintiffs' allegations for failure to pay meal and break premiums at the regular rate were settled
17 and released in 2022 in the case, *Simon v. Wells Fargo Bank, National Association*, Los Angeles
18 Superior Court No. 19STCV42777, as to all non-exempt Wells Fargo employees; (5) this Court
19 stayed pursuit of Labor Code 2802 claims based on the doctrine of exclusive concurrent
20 jurisdiction in the case, *Scorby et. al. v. Wells Fargo Bank, N.A.*, Marin County Superior Court
21 No. CIV 2100758, which alleges claims for failure to reimburse for business expenses such as
22 internet and cell phone useage (those claims are NOT alleged in the SACC and are NOT being
23 released herein); and (6) the class period was already restricted by earlier nationwide settlements
24 in cases with the same allegations, *Harris, et al. v. Wells Fargo Bank, N.A.* (CV-17-01146-PHX-
25 DMF), consolidated with *Kerness v. Wells Fargo Bank, N.A.*, CV-17-02516-PHX-DMF); and
26 // *Singer, et al. v. Wells Fargo Bank, N.A.*, (W.D. Tex. Case No. 5:19-cv-00679). The class period
27 released herein does not overlap with those prior settlements.

28 **B. The Settlement is Fair, Adequate, and Reasonable**

1 36. This case was settled through arms-length negotiation. Class counsel submits that
2 the Settlement for each Settlement Class Member is fair, reasonable, and adequate given the
3 inherent risk, cost, length, and delay of further litigation. The amount recoverable for each
4 Settlement Class Member as set forth in the Memorandum of Points and Authorities is fair and
5 reasonable based in a review of all objective evidence. The settlement that has been reached,
6 subject to this Court’s approval, is the product of tremendous effort, and a great deal of expense
7 by the Parties and their counsel. The settlement was agreed upon after Plaintiffs’ attorney and
8 the Class Representatives litigated this matter for approximately four years.

9 37. The settlement amount is, of course, a compromise figure. Plaintiffs took into
10 account the risks related to maintaining a manageable action, risks related to proof of damages,
11 and the strengths and weaknesses of Defendants’ other defenses. Plaintiffs also took into
12 account the possibility that if a settlement were reached after additional years of litigation, the
13 great expenses and attorney’s fees incurred would likely reduce the amounts of funds available to
14 the employees. Furthermore, Plaintiffs took into consideration the time delay and financial
15 repercussions of trial and the possibility of an appeal by Defendants.

16 C. **The Class Settlement Valuation**

17 38. This following information is provided to comply with the requirements set forth
18 in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 120, 129, 132; *Clark v.*
19 *American Residential Services LLC* (2009) 175 Cal. App. 4th 785; *Munoz v. BCI Coco-Cola*
20 *Bottling Company of Los Angeles* (2010) 186 Cal.App. 4th 399; *Nordstrom Commission Cases*
21 (2010) 186 Cal. App. 4th 576. I am providing information to enable the Court to “ensure that the
22 recovery represents a reasonable compromise” by providing “an understanding of the amount
23 that is in controversy and the realistic range of outcomes of the litigation...” through submission
24 of “data. . . that will enable the court to make an independent assessment of the adequacy of the
25 settlement terms.” (*Kullar, supra*, 168 Cal.App. 4th at p. 129.)

26 39. Here, Plaintiff’s counsel estimates that the total amount of damages, monetary
27 penalties, and other relief (non-PAGA) that the class would be awarded if the action were
28 successful at trial on all its claims is approximately \$557,000. Through discovery, the main

1 claims were for off-the-clock work for time spent logging in and out of computers at the
2 beginning and end of the workday. However, Wells Fargo instituted a grace period during the
3 Class Period that compensated Settlement Class Members for time spent doing so before they
4 could clock in. As a result, the damages for that claim were minimal, less than 0 in many
5 instances and at most 5 minutes. The total estimated from Plaintiff's expert based on the
6 statistical sample is \$139,000 (the calculation is set forth in a very complicated spreadsheet and
7 is not submitted herein).

8 40. As for meal and rest breaks, most employees testified that they received meal and
9 rest breaks per Wells Fargo's schedule, but occasionally they were on duty. Plaintiff's expert ran
10 a sampling comparison between clocked out times and computer work and estimated damages at
11 approximately \$418,000, some of which was offset by premiums already paid although a total
12 could not be run (again, this information is set forth in a rather complicated spreadsheet).
13 Further, Plaintiffs' counsel estimates that the total amount of damages, monetary penalties, and
14 other relief that the class could reasonably expect to be awarded at trial, taking into account the
15 likelihood of prevailing and other attendant risks is minimal, given the measures instituted by
16 Wells Fargo after prior litigation to ameliorate off-the-clock, meal, and rest break claims.

17 41. As such, the agreed upon recovery of \$385,000.00 pursuant to the Settlement is
18 fair, adequate, and reasonable when viewed in terms of the risks avoided by the Settlement. The
19 Settlement's value would be approximately 70% of all damages and penalties owed. Although
20 Plaintiffs believe that all the legal defenses are class-wide defenses that would lead to
21 certification of the Class and would ultimately be decided in favor of the Class, Defendants
22 would contend that these legal defenses provide for no liability, even if the facts were as
23 Plaintiffs suggest. There is a chance of a complete defense in the event the case continues to be
24 litigated. The Settlement in this case is therefore consistent with the "overriding public interest
25 in settling and quieting litigation" that is "particularly true in class action suits." *Van Bronkhorst*
26 *v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976); *see also* 4 *Newberg on Class Actions* at §
27 11.41.

28 **D. Individual Settlement Shares**

42. There is no claim form requirement and no reversion to Defendants. The employer's portion of payroll taxes shall be paid by Defendants from the Gross Settlement Fund and was specifically negotiated as a separate item to be included in the Gross Settlement Amount. Payments are being allocated by work weeks because it was the most reliable calculation over pay periods or shifts.

43. Assuming net settlement of \$56,400, each Class Member will receive on average approximately \$.13 per work week (\$56,400/408,243 workweeks) after deductions for attorneys' fees, litigation costs, administration costs, LWDA payment, and Class Representative Payment. For class members that may have worked the entire class period would recover \$37.05 (.13 x 285 max work weeks). These amounts shall be definitively calculated by the Settlement Administrator once this Court enters an order preliminarily approving of this Settlement.

E. PAGA Settlement Valuation

44. The following information is provided to comply with *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. I am providing this information so the Court can assess the "fairness" of the PAGA settlement. Based on the random sampling viewed by Plaintiff's expert, the PAGA penalties were estimated to be approximately \$220,000, which would have been subject to deduction by a Court. Given the remedial measures instituted by Wells Fargo to address the issues raised in the complaint, there was a high chance a reduction may have been given.

45. The Parties have agreed to allocate Forty Thousand Dollars (\$40,000.00) (the "PAGA Payment") for penalties pursuant to PAGA, of which Seventy-five percent (75% or \$30,000.00) of the PAGA Settlement Amount shall be paid to the LWDA and twenty-five percent (25% or \$10,000.00) of the PAGA Settlement Amount shall be distributed pro rata to PAGA Group Members.

46. A larger amount of \$40,000 (or 18% of \$220,000) was allocated to the PAGA portion of the settlement because the stronger claims were the PAGA claims given class certification was not a hurdle nor arbitration (to a certain extent). The amount distributed to PAGA Group Members will be distributed based on pay periods.

F. Individual PAGA Shares

1 47. Assuming \$10,000 for distribution to PAGA Group members, each PAGA
2 member will receive on average approximately \$.06 per pay period (\$10,000/166,402 pay
3 periods) after deductions for attorneys' fees, litigation costs, administration costs, LWDA
4 payment, and Class Representative Payment. For PAGA group members that may have worked
5 the entire PAGA period would recover \$17.12 (.06 x 285 pay periods). These amounts shall
6 be definitively calculated by the Settlement Administrator once this Court enters an order
7 preliminarily approving of this Settlement.

8 **V. CLASS REPRESENTATIVE ENHANCEMENT**

9 48. Class Counsel believes that the Class Representative Payments per Representative
10 are fair and reasonable. In this case, Plaintiff Kyonna Harrison shall receive \$5,000; and
11 Plaintiffs Janisha Lee Price and Denise Droesch shall receive \$2,500 each. Cellphone
12 Termination Fee Cases, 186 Cal. App. 4th 1380, 1393 (2010) (internal quotation marks and
13 citations omitted)). The Class Representatives have signed a general release for all claims
14 related to their employment with Defendants so they can't pursue any other potential claims.
15 Likewise, the Class Representatives initially informed our office of the policies and procedures
16 of Defendants at issue. They have spent substantial time and energy in assisting with this wage
17 and hour class action including having their depositions taken, producing documents, and
18 assisting in the investigation. They have been diligent and acted above and beyond that of which
19 is expected of a class representative and provided the work, diligence, loyalty and willingness to
20 assume a substantial risk should Defendants have prevailed in this case. *Id.* Moreover, Plaintiffs
21 put their names forward on the public record at the risk of possible future adverse employment
22 consequences by future or potential employers who might not choose to hire them because they
23 took the lead in this lawsuit. This is a significant risk that the Class Representatives has borne
24 for the Class Members who have reaped the benefits of this case without having to face these
25 risks personally. As such, Class Counsel believes that the Class Representative Payments of
26 \$5,000 to Plaintiff Kyonna Harrison (who agrees to additional terms moving forward in her
27 continued employment with Defendant), and of \$2,500 to Plaintiffs Janisha Lee Price and Denise
28 Droesch each are fair and reasonable.

VI. ATTORNEY FEES AND COSTS

49. In the present case, Class Counsel is requesting an award of substantially less than their lodestar of \$134,750.00 for attorneys' fees. The Attorneys' Fees award to Class Counsel shall be allocated as follows: Bradley Grombacher, LLP (50%); Christina Humphrey Law, P.C. (25%); Gessner Law, PLLC (12.5%); Quintilone & Associates (12.5%).

50. Further, Class Counsel is requesting reimbursement of no more than \$120,000 in costs (between all the firms). The breakdown of costs for Christina Humphrey Law, PC and Quintilone & Associates, PC, is broken down as follows:³

Court & Filing Fees	\$6,319.02
Deposition Costs	\$4,377.60
Document Production Maintenance	\$906.17
Experts	\$58,426.78
Investigative	\$8,799.73
Postage/Mailing	\$60.85
Research	\$604.80
Transcripts	\$18,442.84
Travel	\$155.54
Future Costs ⁴	\$1000
Total	\$99,093.33

³ I confirmed Mr. Quintilone's costs of \$19,317.33 with him via text on May 31, 2024.

Ms. Gessner, co-counsel for the class action, is in trial right now and unable to provide a breakdown of costs but previously provided an estimate of \$7300.

⁴ A final accounting will be provided at the final approval stage. This amount is estimated for future filing fees and any missed costs.

1
2 51. Class Counsel believes this is appropriate as “California courts have consistently
3 held that a computation of time spent on a case and the reasonable value of that time is
4 fundamental to a determination of an appropriate attorneys’ fee award.” *Margolin v. Regional*
5 *Planning Com.*, 134 Cal.App.3d 999, 1004–1005 (1982). Moreover, many courts have
6 determined that PAGA’s fee-shifting statute requires a lodestar calculation. *Steenhuyse v. UBS*
7 *Fin. Servs., Inc.*, 317 F. Supp. 3d 1062, 1072–73 (N.D. Cal. 2018); *Chamberlain v. Baker*
8 *Hughes, a GE Company, LLC*, 2020 WL 4350207, at *5 (E.D. Cal. July 25, 2020); see also
9 *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000), *Cacon v. Litke*, 181 Cal.App.4th
10 1234, 1259 (2010) (noting the California Supreme Court has “reaffirmed the primacy of the
11 lodestar method for all fee-shifting statutes”).

12 **VII. SETTLEMENT ADMINISTRATION COSTS AND NOTICE**

13 52. After seeking multiple bids, the parties have agreed on Rust Consulting, Inc. and
14 respectfully request this Court appoint them to handle the notice and settlement administration
15 procedures. Rust Consulting, Inc. has extensive experience in administering class action
16 settlements. The costs of Claims administration shall not exceed \$23,850. Rust agreed to match
17 another administrator’s lower bid upon request.

18 **VIII. PAYMENT AND SUBMISSION TO THE LWDA**

19 53. On this same day this motion was filed with the Court, I submitted a copy of the
20 proposed settlement agreement, the class notice, and this motion for preliminary approval to the
21 LWDA via its online submission process. I received a confirmation email from them confirming
22 my filing. A true and copy of said email is attached as Exhibit B.

23 54. I have reviewed the Sacramento County Superior Court checklist for approval of
24 Class Action Settlements, and hereby attests that the moving papers were prepared in compliance
25 with the checklist.

26 55. I do not have any interest or affiliation with Legal Aid at Work, including its
27 governance.
28

1 I declare under the penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this 4th day of October, 2024 at Santa Barbara, California.
4

5 CHRISTINA HUMPHREY LAW, P.C.

6 /s/ Christina A. Humphrey

7 Christina A. Humphrey
8 Declarant
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EXHIBIT A

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Attorneys for Plaintiffs Denise Droesch,
Kyonna Harrison, Janisha Lee Price,
and other individuals similarly situated

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

DENISE DROESCH; KYONNA
HARRISON; and JANISHA LEE PRICE,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

WELLS FARGO BANK, N.A., a United
States Corporation; and DOES 1 - 100,
inclusive,

Defendant.

Case No. 34-2021-00292066-CU-OE-GDS

CLASS ACTION

Assigned To: Hon. Jill H. Talley
Dept.: 25

**JOINT STIPULATION REGARDING
SETTLEMENT OF CLASS AND PAGA
ACTION**

Action Filed:	January 7, 2021
FAC Filed:	August 15, 2022
SAC Filed:	October 4, 2024
Trial Date:	None set

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19 Attorneys for Defendant WELLS FARGO BANK, N.A.
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1 IT IS HEREBY STIPULATED AND AGREED by and between Denise Droesch (as
2 PAGA Representative), Kyonna Harrison (as PAGA and Class Representative), and Janisha Lee
3 Price (as Class Representative) (for ease of reference, referred to herein collectively as “Class
4 Representatives”), on behalf of themselves and all others similarly situated to them and as defined
5 below, on the one hand, and Defendant Wells Fargo Bank, N.A. (“Defendant”), on the other hand,
6 as set forth below:

7 **I. THE CONDITIONAL NATURE OF THIS STIPULATION**

8 This Joint Stipulation re Settlement, including all associated exhibits or attachments,
9 (“Stipulation”) is made for the sole purpose of attempting to consummate settlement of this action
10 on a class and representative basis. Defendant denies all of the claims as to liability, damages,
11 penalties, and restitution as well as the class representative allegations asserted in the Litigation (as
12 defined herein). This Stipulation and the settlement it evidences are made in compromise of
13 disputed claims. Because this is a class action, this settlement must receive preliminary and final
14 approval from the Court. Accordingly, Defendant enters into this Stipulation and associated
15 settlement on a conditional basis. In the event that the Court does not execute and file the Order
16 Granting Final Approval of Settlement, or in the event that the Court does not enter the Judgment,
17 or the Judgment does not become Final for any reason, this Stipulation shall be deemed null and
18 void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for
19 any purpose whatsoever, and the negotiation, terms and entry of it shall remain subject to the
20 provisions of Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152.

21 Defendant has agreed to resolve this Litigation via this Stipulation, but to the extent
22 this Stipulation is deemed void or does not take effect for any reason, Defendant does not waive,
23 but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation
24 upon all procedural and factual grounds, including without limitation the ability to challenge class
25 and/or representative treatment on any grounds or to assert any and all defenses or privileges. The
26 Class Representatives and Class Counsel agree that Defendant retains and reserves these rights, and
27 they agree not to take a position to the contrary; specifically, the Class Representatives and Class
28 Counsel waive, and agree not to argue or present, any argument that Defendant cannot contest class

1 certification or representative status on the grounds that Defendant previously entered into this
2 Stipulation should this Litigation proceed. In particular, the Class Representatives and Class
3 Counsel waive, and agree not to argue or present, any argument that Defendant would be estopped
4 from contesting class certification and/or representative status because it has entered this Stipulation.
5 The Settling Parties agree that in the event the Court does not approve this settlement or the
6 Agreement is voided for any reason, the Settling Parties will not make any substantive reference to
7 this proposed settlement when advocating their positions in the litigation of this matter.

8 **II. THE PARTIES TO THIS STIPULATION**

9 This Stipulation (with the associated exhibits) is made and entered into by and among
10 the following Settling Parties: (i) the Class Representatives (on behalf of themselves, each of the
11 Settlement Class Members and the PAGA Group), with the assistance and approval of Class
12 Counsel; and (ii) Defendant, with the assistance of their counsel of record in the Litigation. The
13 Stipulation is intended by the Settling Parties to result in the final resolution of the Litigation
14 pursuant to the Judgment and to fully, finally and forever resolve, discharge and settle the Released
15 Claims upon and subject to the terms and conditions herein.

16 **III. THE LITIGATION**

17 On January 7, 2021, Plaintiff Denise Droesch filed this action in Sacramento
18 Superior Court.¹ On August 15, 2022, Plaintiffs Denise Droesch and Kyonna Harrison filed the
19 First Amended Complaint. On October 4, 2024, pursuant to the stipulation of the Parties, and for
20 the purposes of this Settlement alone, Plaintiffs Denise Droesch, Kyonna Harrison, and Janisha Lee
21 Price filed the operative Second Amended Consolidated Class and Representative Action
22 Complaint. In addition to this matter, Plaintiffs Price and Harrison are also named Plaintiffs,
23 between them, in three other legal actions against Defendant: (1) Plaintiffs Price and Harrison are
24 both named Plaintiffs in a putative class action that is presently pending before this Court in which
25 Plaintiffs allege violations of the Unfair Competition Law (UCL), (*Price, et al. v. Wells Fargo Bank*,

26
27 ¹ On November 30, 2022, Denise Droesch entered into a settlement on an individual basis with
28 Defendant that included a release of her individual PAGA claims. Plaintiff Droesch remains a
named Plaintiff in this action to serve as a PAGA Group Representative on behalf of others only.

1 *N.A.*, Case No. 34-2022-00331236 (Sacramento Sup. Ct.)); (2) Plaintiff Harrison is a named Plaintiff
2 in a putative class action that alleges violations of the California Labor Code that is currently
3 pending in the United States District Court for the Northern District of California, (*Droesch, et al.*
4 *v. Wells Fargo Bank, N.A.*, No. 20-cv-06751-JSC (N.D. Cal.); and (3) Plaintiff Price is a named
5 Plaintiff in a separate putative class action that also alleges violations of the California Labor Code
6 that is currently pending in the United States District Court for the Northern District of California,
7 (*Price, et al. v. Wells Fargo Bank, N.A.*, No. 3:22-cv-03128 (N.D.Cal.)). Plaintiffs are represented
8 by the same attorneys in all four pending actions.²

9 The Parties attended a full day global mediation on May 4, 2023 with mediator Peter
10 Rukin, Esq., at which they attempted to settle all four of the pending actions between the Settling
11 Parties, putative classes and allegedly aggrieved employees. No settlement was reached at the
12 mediation, and the parties continued to litigate the pending cases. Through the further efforts of
13 mediator Rukin and the parties, a global settlement was reached in April 2024.

14 The claims asserted in all four pending cases revolve around similar factual
15 allegations and legal claims asserted by Plaintiffs under the California Labor Code and PAGA. In
16 order to facilitate a global settlement of all claims asserted in the four pending cases, the parties
17 have stipulated to Plaintiffs filing a Consolidated Complaint that asserts all of the claims that
18 Plaintiffs have asserted in the four pending cases, which claims are to be settled pursuant to this
19 Stipulation (the “Consolidated Complaint”).

20 The Settling Parties recognize and acknowledge that, at the time of the execution of
21 the settlement, there are unsettled questions of law which may have impact on the claims at issue in
22 the Litigation. The parties further recognize that they are reaching this settlement in light of the
23 risks created by all of these unresolved issues, and that all Settling Parties will take all reasonable
24 efforts to enforce this Agreement and obtain Court approval for this settlement regardless of how
25 any such issues of law are or may be decided after this settlement is executed.

26
27
28 ² On April 4, 2024, Plaintiff Carmen Zamarripa, who was a named plaintiff in the *Price* UCL and
one of the federal actions, entered into an individual settlement with Defendant.

1 **IV. DEFENDANT’S DENIAL OF WRONGDOING OR LIABILITY**

2 Defendant denies all of the claims and contentions alleged by the Class
3 Representatives in the Litigation. Defendant contends that it has meritorious defenses to all of the
4 class claims. Nonetheless, Defendant has concluded that further conducting the Litigation would
5 be protracted, disruptive, and expensive, and that it is desirable that the Litigation be fully and finally
6 settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendant has
7 also taken into account the uncertainty and risks inherent in any litigation, especially in putative
8 class actions like this Litigation. Defendant has therefore determined that it is desirable and that the
9 Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.
10 The Class Representatives and Class Counsel agree that this Stipulation will not be deemed any
11 admission of liability or wrongdoing on the part of Defendant, and that it may not be used in any
12 proceeding to such an effect.

13 **V. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF**
14 **SETTLEMENT**

15 Class Representatives believe that the claims asserted in the Litigation have merit
16 and that evidence developed to date supports their claims. Nonetheless, the Class Representatives
17 and Class Counsel recognize and acknowledge the expense and length of the type of continued
18 proceedings necessary to prosecute the Litigation against Defendant through trial and through
19 appeals. The Class Representatives and Class Counsel have also taken into account the uncertain
20 outcome and the risk of continued litigation, especially in putative class actions such as this
21 Litigation, as well as the difficulties and delays inherent in such litigation. The Class
22 Representatives and Class Counsel believe that the settlement set forth in the Stipulation confers
23 substantial benefits upon the Settlement Class. Based upon their evaluation, the Class
24 Representatives and Class Counsel have determined that the settlement set forth in the Stipulation
25 is in the best interests of the Settlement Class.

26 **VI. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

27 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED
28 by and between the Class Representatives (for themselves and the Settlement Class Members and

1 the PAGA Group) and Defendant, with the assistance of their respective counsel of record, that, as
2 among the Settling Parties, including all Settlement Class Members and the PAGA Group, the
3 Litigation and the Released Claims shall be finally and fully compromised, settled and released, and
4 the Litigation shall be resolved as to all Settling Parties, upon and subject to the terms and conditions
5 of the Stipulation and the Judgment.

6 1. Definitions.

7 As used in all parts of this Agreement, the following terms have the meanings
8 specified below:

9 1.1 “Administration Costs” means the fees and costs incurred by the
10 Settlement Administrator to administer this Settlement, which shall not exceed \$23,850.00. These
11 costs include reasonable fees and expenses related to administering the settlement, including, but
12 not limited to, printing, distributing, and tracking forms, calculating estimated amounts per Class
13 Member, tax reporting, distributing payments from the Gross Settlement Amount, providing
14 necessary reports and declarations, and other duties and responsibilities set forth herein to process
15 this settlement, as requested by the Settling Parties. All Administration Costs shall be paid from the
16 Gross Settlement Amount. If the Court awards less than the amount of Administration Costs
17 requested, any amount not awarded will become part of the Net Settlement Amount for distribution
18 to Settlement Class Members.

19 1.2 “Attorneys’ Fees” means the amount not to exceed \$134,750.00 (35%)
20 of the Gross Settlement Amount, finally approved by the Court and awarded to Class Counsel. The
21 Attorneys’ Fees award to Class Counsel shall be allocated as follows: Bradley Grombacher, LLP
22 (50%); Christina Humphrey Law, P.C. (25%); Gessner Law, PLLC (12.5%); Quintilone &
23 Associates (12.5%). The Attorneys’ Fees shall be paid from the Gross Settlement Amount and will
24 not be opposed by Defendant. If the Court awards less than the amount requested, any amount not
25 awarded will become part of the Net Settlement Amount for distribution to Settlement Class
26 Members.

27 1.1 “Class” means all current and former California non-exempt hourly
28 telephone bankers employed by Defendant who worked at any time during the Class Period.

1.2 “Class Counsel” or “Plaintiffs’ Counsel” means, collectively, Bradley/Grombacher, LLP; Christina Humphrey Law, P.C.; and Gessner Law, PLLC.

1.3 “Class Member” means an individual who is a member of the Class, as defined above. The Parties currently estimate that there are approximately 4,200 Class Members.

1.4 “Class Notice” means a notice and associated forms entitled “Notice To Class Members Re: Pendency of a Class Action and Notice of Hearing On Proposed Settlement” to be approved by the Court, substantially in the form attached hereto as **Exhibit 1**. Prior to mailing, the Notice may be re-formatted by the Settlement Administrator, and any such re-formatting shall be subject to approval by Class Counsel and counsel for Defendant.

1.5 “Class Period” means the period from December 12, 2018 through the date of the Preliminary Approval Order.

1.6 “Class Representatives” or “Plaintiffs” mean Denise Droesch,³ Kyonna Harrison, and Janisha Lee Price.

1.7 “Class Workweeks” means the total number of workweeks that all Settlement Class Members collectively worked during the Class Period.

1.8 “Consolidated Complaint” means the stipulated Second Amended Consolidated Class and Representative Action Complaint that Plaintiffs filed on or before the day that the Motion for Preliminary Approval is filed with the Court, asserting all of the claims that Plaintiffs have pled in the Litigation, which claims are to be settled pursuant to this Settlement Agreement.

1.9 “Court” means the Superior Court of the State of California, County of Sacramento.

1.10 “Defendant” means Wells Fargo Bank, N.A.

1.11 “Defendant Releasees” mean Defendant Wells Fargo Bank, N.A. and all of its employees, agents, and affiliates, including without limitation parents and subsidiaries, predecessors, successors, divisions, investors, joint ventures and assigns, any benefit plan

³ Notwithstanding this section, as noted above, Plaintiff Droesch is acting as a PAGA Group Representative only.

1 maintained by any of them and the trustees, fiduciaries, and administrators of any such plan, and
2 each and all of these entities' past or present directors, officers, employees, agents, partners,
3 members, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys,
4 accountants or auditors, banks or investment banks, associates, and personal or legal representatives.

5 1.12 "Effective Date" means the date on which the Judgment becomes final
6 and can no longer be appealed or otherwise disturbed because one of the following has occurred:
7 (i) the final affirmance on an appeal of the Judgment; (ii) the final dismissal with prejudice of any
8 appeal from the Judgment; or (iii) if there are no objectors and no plaintiffs in intervention at the
9 time the Court grants final approval of the settlement and enters the Judgment, the date the Court
10 grants final approval and enters Judgment. Any proceeding or order, or any appeal or petition for a
11 writ pertaining solely to Class Counsel's application for or award of attorneys' fees shall not, by
12 itself, in any way delay or preclude the Judgment from becoming Final.

13 1.13 "Employer Payroll Taxes" means the payroll taxes and associated
14 payments customarily borne by the employer when making standard wage payments to employees,
15 *i.e.*, the employer share of the payroll taxes, including the employer FICA, FUTA, and SDI
16 contributions. Defendant shall pay its portion of payroll taxes as the Settlement Class Members'
17 current or former employer separate and apart from the Gross Settlement Amount.

18 1.14 "Enhancement Payment" means the amount the Court awards to
19 Plaintiffs, which shall not exceed \$5,000.00 as to Plaintiff Harrison, and \$2,500.00 each for
20 Plaintiffs Droesch and Price, which are being offered in consideration for Plaintiffs' actions in
21 conferring benefits upon the Class and State of California, the time and effort they put into pursuing
22 the litigation, and reasonable fears of being blacklisted for future employment. These payments shall
23 be paid from the Gross Settlement Amount and Defendant will not oppose Plaintiffs' request to the
24 Court for these Enhancement Payments. In addition, in exchange for a general release of all known
25 and unknown claims, Plaintiff Harrison and Defendant have entered into a separate individual
26 settlement agreement, contingent upon the occurrence of the Effective Date (defined in section 1.12
27 above), pursuant to which Wells Fargo will pay Harrison \$5,000.00.

1 1.15 “Final Approval Hearing” means a hearing set by the Court for the
2 purpose of: (i) determining the fairness, adequacy and reasonableness of the Settlement pursuant to
3 class action procedures and requirements; and (ii) entering Judgment.

4 1.16 “Final Approval Order” shall mean an order to be entered by the Court,
5 granting final approval of this settlement, the form of which will be mutually agreed upon by the
6 Settling Parties.

7 1.17 “Gross Settlement Amount” shall mean the gross total amount that will
8 be paid by Defendant pursuant to this Settlement Agreement, only upon occurrence of the Effective
9 Date. It is agreed that the Gross Settlement Amount is \$385,000.00 (Three Hundred and Eighty Five
10 Thousand Dollars), and it is further agreed that pursuant to the terms of this Settlement Agreement,
11 Defendant will not under any circumstances pay more than the Gross Settlement Amount. (For
12 avoidance of doubt, this section does not invalidate Paragraph 1.13, which requires Defendant to
13 pay Employer Payroll Taxes as Settlement Class Members’ current or former employer on the wage
14 portions of Settlement Class Members’ Individual Settlement Payments separate and apart from the
15 Gross Settlement Amount.) The Gross Settlement Amount shall cover all expenses associated with
16 the settlement, which shall be the following, and only the following, items: (1) the Individual
17 Settlement Payments to Settlement Class Members; (2) Attorneys’ Fees to Class Counsel, in an
18 amount not to exceed \$134,750.00 (3) Litigation Expenses to Class Counsel, in an amount not to
19 exceed \$120,000.00; (4) Enhancement Payment to Plaintiff Harrison in an amount not to exceed
20 \$5,000.00; (5) an enhancement payment to Plaintiff Price in an amount not to exceed \$2,500.00; (6)
21 an enhancement payment to Plaintiff Droesch in an amount not to exceed \$2,500.00; (7)
22 administration fees and expenses to the Settlement Administrator in an amount not to exceed
23 \$23,850.00; and (8) the PAGA Settlement Amount to the LWDA and to Settlement Class Members
24 for resolution of claims under California Labor Code section 2698 *et seq.*, which shall be \$40,000.00
25 (75% or \$30,000.00 to the LWDA and 25% or \$10,000.00 to PAGA Group Members).

26 1.18 “Individual Settlement Payment” means the gross, total amount due to an
27 individual Settlement Class Member, which shall be determined by multiplying the quotient of the
28 Settlement Class Members’ Individual Workweeks divided by the Class Workweeks, by the Net

Settlement Amount. The Individual Settlement Payments will be reduced by any required legal deductions for each Settlement Class Member (e.g., withholding of taxes).

1.19 "Individual PAGA Payment" means a PAGA Group Member's *pro rata* share of the 25% portion of the PAGA Settlement Amount allocated to PAGA Group Members, which shall be determined by multiplying the quotient of the PAGA Group Members' Individual Workweeks during the PAGA Period divided by the total number of workweeks that the PAGA Group Members collectively worked during the PAGA Period, by 25% of the PAGA Settlement Amount.

1.20 "Individual Workweeks" shall mean the total number of workweeks during which each Settlement Class Member worked during the Class Period.

1.21 "Judgment" means the judgment to be rendered by the Court pursuant to this Settlement Agreement.

1.22 "LWDA" means the California Labor and Workforce Development Agency.

1.23 "Last Known Address" means the most recently recorded mailing address for a Class Member as contained in the personnel records maintained by Defendant.

1.24 "Litigation" or "Lawsuit" shall mean, collectively, the lawsuits brought by Plaintiffs entitled:

- *Droesch, et al. v. Wells Fargo Bank, N.A.*, No. 34-2021-00292066 (Sacramento Sup. Ct.) ("*Droesch* PAGA Action");
- *Price v. Wells Fargo Bank, N.A.*, No. 34-2022-00331236 (Sacramento Sup. Ct.) ("*Price* UCL Action");
- *Droesch, et al. v. Wells Fargo Bank, N.A.*, No. 3:20-cv-06751-JSC (N.D. Cal.) ("*Droesch* Federal Action"); and
- *Price v. Wells Fargo Bank, N.A.*, No. 3:22-cv-03128-JSC (N.D. Cal.) ("*Price* Federal Action").

1.25 "Litigation Expenses" means the amount that the Court awards to Class Counsel for payment of actual litigation costs, which shall not exceed \$120,000.00. The Litigation

Expenses will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Litigation Expenses are subject to Court Approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Settlement Class Members.

1.26 “Net Settlement Amount” or “NSA” shall mean the difference of the Gross Settlement Amount minus the amounts awarded by the Court for Attorneys’ Fees, Litigation Expenses, the Enhancement Awards, the Administration Costs, and the PAGA Settlement Amount. If the Court does not approve and/or reduces the amounts of the requested Attorneys’ Fees, Litigation Expenses, Enhancement Awards, or Administration Costs, then the amount of any such reduction will become part of the NSA.

1.27 “Notice Mailing Deadline” means the deadline for the Settlement Administrator to mail the Class Notices, which shall be within thirty (30) business days after entry of the Preliminary Approval Order.

1.28 “Opt Out” or “Request for Exclusion” means the written and signed requests by Class Members to be excluded from the Settlement Class, which are submitted in the manner specified in the Class Notice, postmarked no later than the Response Deadline.

1.29 “PAGA” means the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*, as amended.

1.30 “PAGA Group” means all Class Members who were employed by Defendant, or any of them, in California as an hourly non-exempt telephone banker employee between November 3, 2019, and the end of the Class Period.

1.31 “PAGA Group Member” means an individual who is a member of the PAGA Group, as defined above. The Parties currently estimate that there are approximately 3,600 PAGA Group Members.

1.32 “PAGA Period” means the period between November 3, 2019, and the end of the Class Period.

1.33 “PAGA Settlement Amount” means the \$40,000.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Consolidated

Second Amended Complaint. Seventy-five percent (75%) of the PAGA Settlement Amount (\$30,000.00) shall be paid to the LWDA and twenty-five percent (25%) of the PAGA Settlement Amount (\$10,000.00) shall be distributed *pro rata* to PAGA Group Members.

1.34 “Preliminary Approval Order” shall mean an order to be executed and filed by the Court preliminarily approving of this settlement.

1.35 “Released Claims” shall collectively mean the Released Class Claims, Released PAGA Claims, Unknown Settled Claims, and Unknown Class Representative Claims.

1.36 “Released Class Claims” shall collectively mean all claims, including without limitations demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, against the Defendant Releasees, or any of them based on the facts alleged in the operative Complaints in each pending matter filed by Plaintiffs (as identified in Paragraph 1.24 above), that accrued at any point in time prior to and including the Effective Date for alleged or actual: (i) unpaid overtime; (ii) unpaid minimum wages; (iii) unpaid regular wages; (iv) unpaid meal period premiums and failure to provide meal periods; (v) unpaid rest period premiums and failure to provide rest periods; (vi) final wages not timely paid; (vii) wages not timely paid during employment; (viii) non-compliant wage statements; and (ix) violation of California Business and Professions Code § 17200 et seq., and, specifically, for alleged violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 222, 223, 226, 226.7, 246, 256, 510, 512, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B) and 12(A). Released Class Claims include (1) claims for damages, penalties or any other remedies under any statute or regulation or other provision of law, based on the facts alleged in the Complaint, including without limitation claims under California Labor Code sections 201, 201.3, 202, 203, 204 et seq., 210, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.4, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2810.5, California Business and Professions Code section 17200 et seq. based on the preceding sections, the applicable California Industrial Welfare Commission Wage Order based on the facts alleged in the Complaints; (2) claims, based on the facts

1 alleged in the Complaint, for injunctive relief, restitution, disgorgement, accounting, declaratory
2 relief or other equitable relief; (3) any and all claims, based on the facts alleged in the Complaint,
3 for interest, costs, or attorney fees, including without limitation claims under California Labor Code
4 sections 218.5 & 1194 and California Code of Civil Procedure section 1021.5; (4) and, to the extent
5 not covered above, any and all claims arising from the facts alleged in the Complaints in the
6 Litigation.

7 1.37 “Released PAGA Claims” shall collectively mean all claims, demands,
8 rights, liabilities and causes of action of every nature and description whatsoever including
9 without limitation statutory, constitutional, contractual or common law claims, against the
10 Defendant Releasees, or any of them based on the facts alleged in the operative Complaint in the
11 *Droesch* PAGA Action (as identified in Paragraph 1.24 above), that accrued during the PAGA
12 Period for alleged or actual civil penalties pursuant to PAGA for alleged violations of Labor Code
13 sections 201, 201.3, 202, 203, 204 et seq., 210, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3,
14 226.4, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1193.5, 1193.6, 1194, 1194.2,
15 1194.5, 1197, 1197.1, 1198, 2810.5, the applicable California Industrial Welfare Commission
16 Wage Order(s), and California Code of Regulations, Title 8, Sections 11040, Subdivision 5(A)-
17 (B), and 11090.

18 1.38 “Response Deadline” means the deadline for all Class Members to
19 respond to the Class Notice, which shall be sixty (60) days after the Class Notice is mailed. Class
20 Members who receive re-mailed notices will be given an extension for all relevant time periods.

21 1.39 “Settlement Administrator” means Rust Consulting, Inc., the third-party
22 settlement administration firm.

23 1.40 “Settlement Agreement” or “Agreement” means this settlement
24 agreement entered into by the Settling Parties.

25 1.41 “Settlement Class” means the collective group of all Class Members who
26 do not request exclusion from the Settlement Class.

27 1.42 “Settlement Class Member” means a Class Member who has not
28 requested exclusion from the Settlement Class.

1 1.43 “Settling Parties” means Defendant and Class Representatives on behalf
2 of themselves and all Members of the Settlement Class and the PAGA Group.

3 1.44 “Unknown Class Representative Claims” means any claims which the
4 Class Representatives do not know or suspect to exist in his or her favor at the time of the entry of
5 the Judgment, and which, if known by him or her might have affected his or her settlement with and
6 release of the Defendant Releasees. The Settling Parties agree that, upon the Effective Date, each
7 Class Representative shall expressly, and by operation of the Judgment shall have, waived the
8 provisions, rights and benefits of California Civil Code section 1542, which provides:

9 **A general release does not extend to claims that the creditor or releasing party**
10 **does not know or suspect to exist in his or her favor at the time of executing**
11 **the release and that, if known by him or her, would have materially affected**
 his or her settlement with the debtor or released party.

12 The Class Representatives may hereafter discover facts in addition to or different from those
13 which he or she now knows or believes to be true, but each Class Representative, upon the Effective
14 Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and
15 forever settled and released any and all claims against Defendant Releasees, known or unknown,
16 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which
17 then exist, or heretofore have existed upon any theory of law or equity now existing or coming into
18 existence in the future. The Class Representatives shall be deemed by operation of the Judgment to
19 have acknowledged, that the foregoing waiver was separately bargained for and a key element of
20 the settlement of which this release is a part.

21 1.45 “Unknown Settled Claims” means any Released Claims which any
22 Settlement Class Member does not know or suspect to exist in his or her favor at the time of the
23 entry of the Judgment, and which, if known by him or her might have affected his or her settlement
24 with and release of the Defendant Releasees or might have affected his or her decision not to opt
25 out of or object to this settlement. With respect to any and all Released Claims, the Settling Parties
26 agree that, upon the Effective Date, each of the Settlement Class Members shall be deemed to have,
27 and by operation of the Judgment shall have, waived the provisions, rights and benefits of California
28 Civil Code section 1542, which provides:

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

Each Settlement Class Member may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but each Settlement 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 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future. The Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

For the sake of clarity, the Settling Parties agree that Unknown Settled Claims include only those claims that meet the definition of Released Claims and do not include claims that do not meet the definition of Released Claims. As such, for example, Unknown Settled Claims do not include claims for any relief for wrongful termination, unlawful harassment, Workers' Compensation, or other claims that do not arise from the facts alleged in the Complaint.

1.46 "Updated Address" means a mailing address that was updated via a Reasonable Address Verification Measure, or Secondary Address Verification Measure or via an updated mailing address provided by the United States Postal Service or a Class Member.

2. The Settlement.

2.1 *Taxes.*

2.1.1 Defendant, through the Settlement Administrator, and according to the terms, conditions and procedures set forth in this Settlement Agreement, shall pay each Settlement Class Member his or her Individual Settlement Payment. Each Settlement Class Member's gross Individual Settlement Payment will be apportioned as follows: one-third (1/3) as wages and two-thirds (2/3) as non-wages (including penalties and interest). The amounts paid as wages shall be

1 subject to all tax withholdings customarily made from an employee's wages and all other
2 authorized and required withholdings customarily made from an employee's wages and shall be
3 reported on IRS Form W-2 by the Settlement Administrator. The amounts paid as non-wages (i.e.,
4 penalties and interest) shall be subject to all authorized and required withholdings customarily
5 made from employees' wages other than tax withholdings and shall be reported on IRS Form 1099
6 by the Settlement Administrator. Individual PAGA Payments will be apportioned as one hundred
7 percent (100%) penalties, to be reported on IRS Form 1099 by the Settlement Administrator.

8 2.1.2 Other than the withholding and reporting requirements set forth herein,
9 each Settlement Class Member and/or PAGA Group Member shall be responsible for the reporting
10 and payment of any federal, state and/or local income or other tax or any other withholdings, if
11 any, on his or her Individual Settlement Payment and/or Individual PAGA Payment. Plaintiffs
12 shall be responsible for reporting any taxes or withholdings on any payments made to Plaintiffs
13 pursuant to this Settlement Agreement. Likewise, Class Counsel shall be responsible for reporting
14 any taxes or withholdings on any payments made to Class Counsel pursuant to this Settlement
15 Agreement. Defendant makes no representations, and it is understood and agreed that Defendant
16 has made no representations, as to the taxability of any portions of the Individual Settlement
17 Payments to any Settlement Class Members or Individual PAGA Payments to PAGA Group
18 Members, the payment of any costs or an award of attorneys' fees, or any payments to the Class
19 Representatives. The Class Notice will advise Class Members that they can seek their own tax
20 advice prior to acting in response to that notice, and the Class Representatives and Class Counsel
21 agree that Class Members will have an adequate opportunity to seek tax advice prior to acting in
22 response to the Class Notice.

23 2.2 ***No Effect on Employee Benefits.*** The Enhancement Payment(s) and
24 Individual Settlement Payments paid to the Class Representatives and Settlement Class Members
25 shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for,
26 or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.)
27 of the Class Representatives or the Settlement Class Members. Defendant will not, unless otherwise
28 required by law, make from the Individual Settlement Payments any additional deductions,

1 withholdings or payments, including without limitation, medical or other insurance payments or
2 premiums, employee 401(k) contributions or matching employer contributions, wage garnishments,
3 or charity withholdings.

4 2.3 **PAGA Notice.** The Class Representatives agree to take all reasonable
5 steps to comply with the notice requirements of California Labor Code section 2699(l). At the time
6 of filing the Preliminary Approval Motion, the Class Representatives shall provide notice of the
7 settlement set forth in this Settlement Agreement to the LWDA through that agency's Internet portal
8 and shall provide concurrent proof to Defendant that they have done so. Following the Court's entry
9 of Judgment, the Class Representatives shall submit the Judgment to the LWDA and shall provide
10 concurrent proof to Defendant that they have done so. The Settling Parties agree that the release of
11 PAGA claims contained herein is binding.

12 2.4 **Joint Stipulation to File Consolidated Complaint and Dismissal of**
13 **Actions.**

14 2.4.1 The Parties have executed a joint stipulation to permit the Class
15 Representatives to file the Consolidated Complaint in the *Droesch* PAGA Action currently pending
16 in this Court for the purposes of obtaining Court approval of the global settlement only. The
17 Consolidated Complaint includes all of the Class Representatives as plaintiffs and asserts all claims
18 that have been separately asserted in the pending putative class actions and PAGA matters. In the
19 event that the Court does not grant Final approval of the settlement set forth in this Agreement or
20 the settlement is terminated, canceled, declared void or fails to become effective in accordance with
21 its terms, or if the Judgment does not become Final, or to the extent cancelation is otherwise
22 provided for in this Agreement, the filing of the Consolidated Complaint shall be void *ab initio*,
23 the Consolidated Complaint will be stricken from the Court's docket, and the Litigation will
24 proceed as if the Consolidated Complaint had never been filed.

25 2.4.2 Within ten calendar (10) days of the Effective Date, Plaintiffs will dismiss
26 without prejudice the *Droesch* Federal Action, the *Price* Federal Action, and the UCL Action, as
27 defined in Paragraph 1.24 above.

1 2.4.3 ***Claim Submissions by Class and PAGA Representatives.*** Plaintiffs
2 Droesch, Price, and Harrison will be entitled to recover any Individual Settlement Payment
3 and/or PAGA Settlement Amount to which each is entitled (if any), notwithstanding any prior
4 settlement or release.

5 2.5 ***Preliminary Approval.***

6 2.5.1 Plaintiffs, through their counsel of record, shall move for preliminary
7 approval of this settlement pursuant to California Code of Civil Procedure section 382 and file this
8 Settlement Agreement with the Court. Class Counsel will provide Defendant's Counsel with a
9 draft of the preliminary approval motion at least four (4) business days prior to filing so that
10 Defendant's counsel may provide any comments prior to filing. In the preliminary approval
11 motion, Plaintiffs shall request that the Court conditionally certify the Class, preliminarily approve
12 this Settlement, order the Class Notice be disseminated pursuant to this Settlement Agreement,
13 enter the Preliminary Approval Order, and schedule the Final Approval Hearing.

14 2.5.2 If the Court enters the Preliminary Approval Order, then at the resulting
15 Final Approval Hearing, the Settling Parties, through their counsel of record, shall address any
16 written objections from Class Members or any concerns from Class Members who attend the Final
17 Approval Hearing as well as any concerns of the Court, and shall and hereby do, unless provided
18 otherwise in this Agreement, agree to final approval of this Settlement Agreement and entry of the
19 Judgment by the Court.

20 2.6 ***Notice to Class Members.***

21 2.6.1 After the Court enters its Preliminary Approval Order, every Class
22 Member will be provided with the Class Notice in accordance with the procedures set forth herein.

23 2.6.2 **Class Database.** Within fifteen (15) business days after entry of the
24 Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic
25 database ("Class Database"), which will list for each Class Member: (1) first and last name; (2) Last
26 Known Address; (3) social security number, if known; (4) the total number of Individual
27 Workweeks during the Class Period and PAGA Period (if any) for each Class Member; (5) the
28 amount of each Class Member's Individual Settlement Payment allocated to wages, and the amount

1 allocated to non-wage recovery; (6) the amount of each Class Member's total Individual Settlement
2 Payment; and (7) the amount of each Class Member's total Individual PAGA Payment, if any. By
3 approving this settlement, the Court will be deemed to have authorized Defendant to provide the
4 Settlement Administrator with the social security number of the Class Members. If any or all of
5 this information is unavailable to Defendant, Defendant will inform Class Counsel and the Parties
6 will make their best efforts to reconstruct or otherwise agree upon how to proceed with the
7 unavailable information. The Database shall be based on Defendant's payroll, personnel, and other
8 business records. The Settlement Administrator shall maintain the Database and all data contained
9 within the Database as private and confidential.

10 **2.6.3 Confirmation Prior to Notice Mailing.** The Settlement Administrator
11 shall inform Class Counsel that the total of the Individual Settlement Payments is, or is not, equal
12 to the maximum amount for payments to Settlement Class Members. For avoidance of doubt,
13 amounts of Individual Settlement Payments to Settlement Class Members will not be provided to
14 the Class Representatives or Class Counsel, unless agreed upon by the Parties. The Settlement
15 Administrator shall also provide a formatted Class Notice, after entry of the Preliminary Approval
16 Order and before the mailing of the Class Notice, seeking the Parties' approval of the Class Notice
17 prior to mailing.

18 **2.6.4 Notice Mailing and Website.** Within thirty (30) business days after entry
19 of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all
20 identified Class Members at their Last Known Addresses via first class mail through the United
21 States Postal Service, postage pre-paid. Prior to the mailing of the Class Notice, the Settlement
22 Administrator shall establish and activate a dedicated webpage, accessible to Class Members only
23 (to the extent possible) for this Settlement. The Administrator will post on the website a copy of
24 the (i) Consolidated Amended Complaint, (ii) Class Notice, (iii) Preliminary Approval Order, (iv)
25 Notice of the Final Approval Hearing and any changes thereto, and (v) Class Counsels' Motion for
26 Attorneys' Fees and Costs. After Final Approval and Entry of Final Judgment, the Settlement
27 Administrator will post the Court's Order of Final Approval and the Notice of Entry of Final
28

1 Judgment, which will remain posted for sixty (60) days after judgment is entered. A copy of the
2 propose Notice of Final Judgment is attached to this Settlement Agreement as **Exhibit 2**.

3 **2.6.5 Notice Contents.** The Class Notice shall include instructions on how to
4 opt out of or object to the settlement. The mailing enclosing the Class Notice will not contain any
5 other materials, and no other materials will be sent to any Class Member unless by the Settlement
6 Administrator or Class Counsel in response to a submission or inquiry from a Class Member in
7 response to the Class Notice. The Class Notice and its envelope or covering shall be marked to
8 denote the return address of the Settlement Administrator stated on the Class Notice.

9 **2.6.6 Updated Addresses Prior to Class Notice Mailing.** Prior to mailing the
10 Class Notice to each Class Member, the Settlement Administrator shall conduct a search for
11 Updated Addresses for all Class Members using the National Change of Address Database,
12 maintained by the United States Postal Service to review the accuracy of the last mailing address
13 known by Defendant, and, if possible, update Class Members' mailing addresses. To the extent this
14 process yields an Updated Address, that Updated Address shall replace the Last Known Address
15 and be treated as the new Last Known Address for purposes of this Settlement Agreement and for
16 subsequent mailings in particular.

17 **2.6.7 Class Notice Sent via Mail.** The Class Notice shall be mailed to the Last
18 Known Addresses of the Class Members no later than the Notice Mailing Deadline.

19 **2.6.8 Undeliverable – Efforts to Find Updated Address.** In the event a Class
20 Notice is returned to the Settlement Administrator by the United States Postal Service as
21 undeliverable because the address of the recipient is no longer valid, *i.e.*, the envelope is marked
22 "Return to Sender," the Settlement Administrator shall conduct a Secondary Address Verification
23 Measure within five (5) days to attempt to ascertain a current address of the particular Class
24 Member in question to locate an Updated Address. A "Secondary Address Verification Measure"
25 is an effort to ascertain the specific Class Member's address through the use of a standard skip trace
26 procedure (such as Lexis/Nexis Accurint).

27 **2.6.9 Undeliverable – Updated Address Found.** If an address is ascertained
28 through the Settlement Administrator's Secondary Address Verification Measure, the Settlement

1 Administrator will re-send that Class Notice within five (5) days of receiving the updated address.
2 If the Class Notice is not returned as undeliverable, the new address found as a result of the
3 Settlement Administrator's efforts will be the Updated Address and shall be deemed as the new
4 Last Known Address for purposes of this Settlement Agreement and for subsequent mailings in
5 particular. In the event that a second address is ascertained by the Settlement Administrator, the
6 Class Notice will be deemed to have been delivered upon the second mailing of the Class Notice
7 to the Last Known Address.

8 2.6.10 **Undeliverable – Forwarding Address Provided.** In the event a Class
9 Notice is returned to the Settlement Administrator by the United States Postal Service with a
10 forwarding address for the recipient, the Settlement Administrator shall re-mail the Class Notice to
11 that address within five (5) days of receiving such information. If the Class Notice is not returned
12 as undeliverable, the forwarding address shall be deemed the Last Known Address for purposes of
13 this Settlement Agreement and for subsequent mailings in particular.

14 2.6.11 **Undeliverable – No Updated Address Found.** In the event a Class
15 Notice is returned to the Settlement Administrator by the United States Postal Service as
16 undeliverable because the address of the recipient is no longer valid, *i.e.*, the envelope is marked
17 "Return to Sender," and the Settlement Administrator conducts a Secondary Address Verification
18 Measure that does not result in an Updated Address, then the Class Notice will be deemed delivered
19 to the Class Member.

20 2.6.12 **Undeliverable.** In the event that the Class Notice is returned by the United
21 States Postal Service as undeliverable because the address of the recipient is no longer valid, *i.e.*,
22 the envelope is marked "Return to Sender," and no Updated Address can be found for that Class
23 Member as a result of a Secondary Address Verification Measure, or any mailing to any Updated
24 Address is returned as undeliverable, the Class Notice will be deemed to have been delivered upon
25 the second mailing of the Class Notice to the Last Known Address.

26 2.6.13 **Weekly Status Reports.** The Settlement Administrator shall provide a
27 weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator
28 will inform Class Counsel and Defendant's Counsel of the number of Class Notices mailed, the

1 number of Class Notices returned as undeliverable and re-mailed, the number of Class Notices
2 deemed finally undeliverable via mail and mail resulting in a deemed opt-out, the number of opt-
3 outs and objections, and the number of open and resolved class member disputes (as discussed in
4 paragraph 2.7.10 below).

5 **2.7 Responses to the Class Notice and Motion for Final Approval.**

6 **2.7.1** Class Members have the option to participate in this Lawsuit at their own
7 expense by obtaining their own attorney(s). Class Members who choose this option will be
8 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
9 will advise Class Members of this option.

10 **2.7.2 Objections to Settlement.** Class Members may also object to the
11 Settlement Agreement by submitting written objections to the Settlement Administrator no later
12 than the Response Deadline or by appearing at the Final Approval Hearing without having
13 submitted a written objection. The Class Notice will advise Class Members of this option. The
14 Settlement Administrator shall provide any such objections to Class Counsel and Defendant's
15 counsel immediately upon receipt, and file the objection with the Court. If the Settlement
16 Administrator is unable to file the objection, it will notify counsel for the Settling Parties and
17 Defendant's counsel will file the objection with the Court.

18 **2.7.3 Format of Objection.** Any objections shall state: (a) the case name
19 (*Droesch, et al. v. Wells Fargo Bank, N.A.*), and case number (*No. 34-2021-00292066*); (b) the
20 objecting person's or his/her attorney's full name, address, and telephone number; (c) the words
21 "Notice of Objection" or "Formal Objection"; (d) describe, in clear and concise terms, the legal
22 and factual arguments supporting the objection; (e) list identifying witness(es) the objector may
23 call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s)
24 the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection
25 applies only to the objector, to a specific subset of the Class, or to the entire Class. Any objection
26 must comply with California Rule of Court 3.769 and California Code of Civil Procedure 902.

27 **2.7.4 Notice of Intent to Appear in Support of Objection.** Class Members
28 who timely submit valid objections to the settlement may (though are not required to) appear at the

1 Final Approval Hearing, either on their own behalf or through the objector's own counsel. The
2 Class Notice will request that the objector notify the Parties of the objector's intent to appear at the
3 Final Approval Hearing by mailing or filing a Notice of Intent to Appear with the Court by the
4 Response Deadline. There is no requirement that a Class Member submit a written objection or
5 provide notice of intent to appear at the Final Approval Hearing in order to state an objection at the
6 Final Approval Hearing. Class members who desire to appear at the hearing remotely can join the
7 Court's Zoom link or phone number.

8 **2.7.5 Class Member Address Changes.** Class Members who, for future
9 reference and mailings from the Court or Settlement Administrator, if any, wish to change the name
10 or address listed on the envelope in which the Class Notice was first mailed to them, may do so by
11 contacting the Settlement Administrator at the toll-free telephone number or mailing address
12 provided in the Class Notice.

13 **2.7.6 Requests for Exclusion ("Opt Out").** Class Members may request
14 exclusion from or "opt out" of the Settlement Class. The Class Notice will provide that Class
15 Members who wish to exclude themselves from the Settlement must mail to the Settlement
16 Administrator a written request for exclusion by the Response Deadline.

17 **2.7.7 Format of Request for Exclusion.** The written request for exclusion
18 must: (a) state the Class Member's name, address, telephone number, and last four numbers of their
19 social security number or employee identification number; (b) state the Class Member's intention
20 to exclude themselves from or opt-out of the settlement (*e.g.*, "I want to exclude myself from this
21 settlement. I also understand that I retain all rights to sue the Defendant for the claims asserted in
22 this lawsuit."); (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member
23 or his or her lawful representative; and (e) be postmarked no later than the Response Deadline. If
24 a fully completed and properly executed Request for Exclusion is not received by the Settlement
25 Administrator from a Class Member postmarked on or before the Response Deadline, then that
26 Class Member will be deemed to have forever waived his or her right to opt out of the Settlement
27 Class and will become Settlement Class Members. Those portions of the Gross Settlement Amount
28 for Settlement Class Members attributable to Class Members who submit valid Requests for

1 Exclusion shall become part of the Net Settlement Amount, distributable to Settlement Class
2 Members. The Class Representatives may not opt out of or object to the settlement.

3 **2.7.8 Effect of “Opt Out.”** Any Class Member who returns a timely, valid, and
4 executed request for exclusion will not participate in or be bound by the settlement and subsequent
5 judgment and will not receive an Individual Settlement Payment. The Class Member who elects to
6 opt out shall not be entitled to any Individual Settlement Payment as a result of this Litigation, nor
7 be allowed to object to this settlement. However, any PAGA Member who submits a timely and
8 valid Request for Exclusion will still be bound by the PAGA release contained in this Agreement
9 and will receive his or her Individual PAGA Payment, if applicable.

10 **2.7.9 Failure to “Opt Out.”** Class Members who do not opt out of the
11 Settlement Class, as described in this Settlement Agreement, shall be deemed Settlement Class
12 Members and shall be subject to the Judgment regardless of whether they ultimately negotiate their
13 settlement checks.

14 **2.7.10 Class Member Disputes.** The Class Notice shall contain, in the
15 appropriate space, the Class Member’s estimated Individual Settlement Payment. Class Members
16 are not required to submit any form in order to receive their Individual Settlement Payments as
17 Settlement Class Members. If a Class Member wishes to dispute this information and seek a larger
18 Individual Settlement Payment, the Class Member must submit to the Settlement Administrator, in
19 advance of the Response Deadline, a signed dispute explaining the reasons for such a dispute, and
20 any supporting documents. In the absence of such documentation, the Class Database will be
21 controlling. No dispute will be valid if postmarked after the Response Deadline. Counsel for the
22 Settling Parties shall meet and confer on all such disputes following the Response Deadline in an
23 effort to resolve them. If any disputes remain unresolved following this meet and confer effort, the
24 Settling Parties shall seek the guidance of the Settlement Administrator and resolve the matter on
25 the basis of this guidance. If no compromise is reached, the dispute can be presented to the Court
26 for resolution. In any such dispute, the Defendant’s records shall be entitled to presumptive weight.

27 **2.7.11 Settlement Administrator’s Report.** No later than five (5) business days
28 after the Response Deadline, the Settlement Administrator will provide Counsel for the Settling

1 Parties with a complete and accurate accounting of the number of Class Notices mailed to Class
2 Members, the number of Class Notices returned as undeliverable and re-mailed, the number of
3 Class Notices deemed finally undeliverable via mail and mail resulting in a deemed opt-out, the
4 number of valid and invalid opt-outs, the number of objections, and the number of open and
5 resolved class member disputes.

6 **2.7.12 Settlement Administrator's Declaration.** No later than fourteen (14)
7 calendar days after the Response Deadline or at the request of the Parties, whichever comes first,
8 the Settlement Administrator will provide the Parties with a declaration of due diligence setting
9 forth its compliance with its obligations under this Agreement. The declaration from the Settlement
10 Administrator will be filed with the Court by Class Counsel at the time the final approval motion
11 is filed. Before the Final Approval Hearing, the Settlement Administrator will supplement its
12 declaration of due diligence if any material changes occur from the date of the filing of its prior
13 declaration.

14 **2.7.13 No Solicitation of Objections or Requests for Exclusion.** Neither the
15 Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any
16 Class Member to object to the settlement, request exclusion from the settlement, or appeal from
17 the Judgment.

18 **2.8 Final Approval, Judgment, and Appeals.**

19 **2.8.1 Final Approval.** Class Counsel will file unopposed motions and
20 memorandums in support thereof for Final Approval of the settlement and the following payments
21 in accord with the terms of the Settlement Agreement: (a) Attorneys' Fees, (b) Litigation Expenses,
22 (c) Administrative Costs, (d) Enhancement Payments, and (e) the PAGA Settlement Amount. Class
23 Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment)
24 releasing any Released Class Claims of the Settlement Class Members and Released PAGA Claims
25 of PAGA Group Members. The Settling Parties shall take all reasonable efforts to secure entry of
26 the Order of Final Approval and Judgment. The Class Representatives shall submit the Judgment
27 in this matter to the LWDA within ten (10) days after receipt of the Judgment.
28

1 2.8.2 **Denial or Appeal of Final Approval.** If the Court does not grant Final
2 Approval of this settlement, or if the Court's Final Approval of the settlement is reversed or
3 materially modified on appellate review, then this Settlement Agreement shall be void *ab initio*,
4 and Defendant shall have no obligation to make any payments under the Settlement Agreement,
5 except that Defendant agrees to be solely responsible for paying any fees owing to the Settlement
6 Administrator as a result of this Agreement. An award by the Court of a lesser amount than sought
7 by Plaintiffs and Class Counsel for the Enhancement Awards, Attorneys' Fees, or Litigation
8 Expenses will not constitute a material modification to the settlement within the meaning of this
9 paragraph.

10 2.8.3 **Proposed Order and Judgment.** Upon Final Approval of the settlement,
11 the Settling Parties shall present to the Court an agreed upon proposed Final Approval Order,
12 approving of the settlement and entering Judgment in accordance therewith. After entry of
13 Judgment, the Court shall have continuing jurisdiction over the Litigation for purposes of:
14 (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3)
15 addressing such post-Judgment matters as may be appropriate under Court rules and applicable
16 law.

17 2.8.4 **Waiver of Right to Appeal.** Provided that the Judgment is consistent with
18 the terms and conditions of this Settlement Agreement, the Parties and their respective counsel
19 waive any and all rights to appeal from the Judgment, including but not limited to, all rights to any
20 post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside
21 judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it
22 is entered. The waiver of appeal does not include any waiver of Plaintiff's and or Class Counsel's
23 right to appeal a reduction of the amounts requested for the Enhancement Award, Attorneys' Fees,
24 or Litigation Expenses, or oppose any appeal, appellate proceeding, or post-judgment proceeding.
25 For avoidance of doubt, this provision does not restrict any party's right to oppose any appeal filed
26 by any Class Members, in the event that a Class Member timely objected to the settlement and
27 ultimately appeals the Judgment.

28

1 2.8.5 **Vacating, Reversing, or Modifying Judgment on Appeal.** If, on appeal,
2 the reviewing court vacates, reverses, or modifies the Judgment such that there is a material
3 modification of the settlement, and that court's decision is not completely reversed and the
4 Judgment is not fully affirmed on review by a higher court, then this Settlement Agreement will
5 become null and void and the Settling Parties will have no further obligations under it. A material
6 modification would include, but not necessarily be limited to, any alteration of the Gross Settlement
7 Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the
8 calculation of the Individual Settlement Payments.

9 2.9 ***Funding and Disbursement of Settlement.***

10 2.9.1 **Funding the Settlement.** Defendant shall wire to the Settlement
11 Administrator the Gross Settlement Amount within fifteen (15) business days of the Effective Date.

12 2.9.2 **Disbursement of Settlement.** Within thirty (30) business days after the
13 Effective Date, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be
14 paid to Settlement Class Members; (2) the Attorneys' Fees and Litigation Expenses, as approved
15 by the Court, to Class Counsel; (3) the Enhancement Payments, as approved by the Court, to the
16 Class and PAGA Representatives; (4) the Administration Costs, as approved by the Court, to the
17 Settlement Administrator; and (5) the PAGA Settlement Amount, as approved by the Court, to the
18 LWDA and PAGA Group Members. Following disbursement, the Settlement Administrator shall
19 provide counsel for the Settling Parties with a written confirmation of the disbursement mailing.

20 2.9.3 **Class Member Checks.** The Settlement Administrator shall issue to each
21 Settlement Class Member one check payable to the Settlement Class Member from the qualified
22 settlement account (administered by the Settlement Administrator but funded by Defendant) for
23 the Individual Settlement Payment, less applicable taxes and withholdings. The Settlement
24 Administrator shall mail this check to each Settlement Class Member at his or her Last Known
25 Address, or Updated Address if obtained.

26 2.9.4 **Uncashed Checks.** Checks issued to Settlement Class Members pursuant
27 to this Agreement shall remain negotiable for a period of one hundred eighty (180) days from the
28 date of mailing. If any checks remain uncashed or not deposited by the expiration of the one

1 hundred eighty (180) day period during which settlement checks are negotiable, the Settlement
2 Administrator shall tender the check as a *cy pres* award to Legal Aid at Work. Settlement Class
3 Members whose uncashed settlement checks are paid in *cy pres* shall remain subject to the terms
4 of the Judgment.

5 **2.9.5 Post-Distribution Accounting and Settlement Administrator's Final**
6 **Report.** Within ten (10) business days after the disbursement of all funds, the Settlement
7 Administrator will serve on counsel for the Settling Parties a declaration providing a final report
8 on the disbursements of all funds. This declaration will include an easy to read chart, which will
9 provide the following information: (1) the total Gross Settlement Amount; (2) the total number of
10 Settlement Class Members; (3) the total number of Class Members to whom the Class Notice was
11 sent and not returned as undeliverable; (4) the number and percentage of opt-outs from the
12 settlement; (5) the number and percentage of objections; (6) the average and median recovery per
13 Settlement Class Member; (7) the administrative costs; (8) the Attorneys' Fees and Litigation
14 Expenses; (9) the Attorneys' Fees in terms of percentage of the Gross Settlement Amount. Within
15 thirty (30) calendar days after the Gross Settlement Amount has been distributed, the Parties shall
16 file this Post-Distribution Accounting with the Court. The Settlement Administrator will provide
17 any supplemental declaration required by the Court.

18 **2.10 Releases.**

19 **2.10.1 Settlement Class Members.** Upon the Effective Date and full funding of
20 the Gross Settlement Amount, each of the Settlement Class Members shall be deemed to have, and
21 by operation of the Judgment shall have, fully, finally, and forever released, relinquished and
22 discharged the Defendant Releasees from the Released Class Claims and Unknown Settled Claims.

23 **2.10.2 PAGA Group Members.** Upon the Effective Date and full funding of the
24 Gross Settlement Amount, each of the PAGA Group Members shall be deemed to have, and by
25 operation of the Judgment shall have, fully, finally, and forever released, relinquished and
26 discharged the Defendant Releasees from the Released PAGA Claims.

27 **2.10.3 Plaintiffs/Class Representatives Only.** The Class Representatives make
28 the following general release of all claims known or unknown. Upon the Effective Date and full

1 funding of the Gross Settlement amount, the Class Representatives agree to and shall be deemed
2 to have, and by operation of the Judgment shall have, fully, finally, and forever released,
3 relinquished and discharged the Defendant Releasees from the Released Claims. The Class
4 Representatives agree that California Labor Code section 2804 does not hinder or limit the
5 preclusive effect of the Judgment on the Released Claims.

6 **2.11 *Costs, Attorneys' Fees and Enhancement Award.***

7 **2.11.1 Attorneys' Fees and Litigation Expenses.** Class Counsel shall be
8 entitled, subject to the approval of the Court and the occurrence of the Effective Date, to recover
9 their reasonable litigation costs, associated expenses and attorneys' fees pursuant to California law.
10 These costs, fees, and expenses shall be paid out of the Gross Settlement Amount. Subject to Court
11 approval and the occurrence of the Effective Date, Class Counsel may apply for a total attorney fee
12 award not to exceed, \$134,750.00 (which is 35% of the Gross Settlement Amount) for All
13 Attorneys' Fees and actual litigation expenses not to exceed \$120,000.00. The Attorneys' Fees
14 award to Class Counsel shall be allocated as follows: Bradley Grombacher, LLP (50%); Christina
15 Humphrey Law, P.C. (25%); Gessner Law, PLLC (12.5%); Quintilone & Associates (12.5%). The
16 Settlement Administrator will report the payment of Attorneys' Fees and Litigation Expenses to
17 Class Counsel on IRS Form 1099.

18 **2.11.2** Class Counsel and the Class Representatives will not seek to recover any
19 other fees, costs or expenses incurred in this Litigation. The Class Representatives and Class
20 Counsel agree that they shall be responsible for seeking and justifying their fees and cost awards
21 to the Court, and they agree to submit the necessary materials to justify the requested award along
22 with the motion for final approval of the Settlement. Defendant will not oppose an award that is
23 consistent with this paragraph. Upon request, Class Counsel shall provide the Settlement
24 Administrator with a Form W-9(s) for reporting purposes and written allocation instructions, if any,
25 regarding the payee(s). Other than any reporting of this fee payment as required by this Settlement
26 Agreement or law, which Defendant shall make, Class Counsel and the Class Representatives shall
27 be responsible for the reporting and payment of any federal, state and/or local income or other form
28 of tax on any payment made pursuant to this paragraph. The payment awarded and made pursuant

1 to this paragraph shall constitute full satisfaction of any claim for fees or costs or any other
2 expenses, and the Class Representatives and Class Counsel, on behalf of themselves and all
3 Settlement Class Members, agree that they shall neither seek nor be entitled to any additional
4 attorney fees or costs under any theory nor shall they seek an award in excess of the amount
5 specified herein.

6 2.11.3 In exchange for the Enhancement Payments, Plaintiffs hereby provide a
7 General Release of all known and unknown claims they may have against Defendant arising out of
8 their employment, with the exception of claims, if any, that cannot be released as a matter of law.
9 Plaintiffs' General Releases will fully release and discharge Defendant Releasees from any and all
10 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or
11 could have been asserted against Defendant arising out of or relating to Plaintiffs' employment
12 with Wells Fargo through the date that each signs this Agreement, including but not limited to
13 claims pursuant to the FLSA, for PAGA penalties, wages, restitution, other penalties, retaliation,
14 defamation, discrimination, harassment or wrongful termination of employment. This General
15 Release will specifically include any and all claims, demands, obligations and/or causes of action
16 for damages, restitution, penalties, interest, and attorneys' fees and costs (except as otherwise
17 provided by this Settlement Agreement or by the general release itself) relating to or in any way
18 connected with the matters referred to herein or with Plaintiffs' employment with Wells Fargo,
19 whether or not known or suspected to exist, and whether or not specifically or particularly described
20 herein.

21 2.11.4 Unless otherwise expressly provided, Defendant shall have no
22 responsibility for, and no liability whatsoever with respect to, the allocation among the Class
23 Representatives, Class Counsel and/or any other Person who may assert some claim thereto, of any
24 award or payment issued or made in the Litigation or pursuant to this Settlement Agreement.

25 2.12 ***Settlement Administration Costs.***

26 2.12.1 The Administration Costs reasonably incurred by the Settlement
27 Administrator as a result of procedures and processes expressly required by this Settlement
28 Agreement shall be paid out of the Gross Settlement Amount, in an amount not to exceed

1 \$23,850.00. The Class Representatives and Class Counsel shall have no responsibility for such fees
2 or expenses.

3 2.12.2 The actions of the Settlement Administrator shall be governed by the
4 terms of this Settlement Agreement. Defendant and Class Counsel may provide relevant
5 information needed by the Settlement Administrator pursuant to this Agreement and engage in
6 related communications with the Settlement Administrator. Defendant and Class Counsel may
7 provide logistical instructions to the Settlement Administrator with regard to actions required by
8 this Settlement Agreement and engage in related communications with the Settlement
9 Administrator.

10 2.12.3 The Settlement Administrator must communicate to counsel for the
11 Settling Parties any action that may cause delay in completing any of its duties, including but not
12 limited to, disseminating the Class Notice, providing a declaration of due diligence, and disbursing
13 the payments required under this Settlement Agreement. The Settlement Administrator must also
14 communicate to counsel for the Settling Parties, the nature of any Class Member disputes and their
15 resolution or lack thereof.

16 2.12.4 In the event that any of the Settling Parties take the position that the
17 Settlement Administrator has not acted in accordance with the terms of the Settlement Agreement,
18 that party's counsel shall meet and confer with counsel for the other Settling Party prior to raising
19 any such issue with the Court.

20 2.13 ***PAGA Settlement Amount.***

21 2.13.1 As part of this settlement, and subject to Court approval, the Settling
22 Parties allocate \$40,000.00 of the Gross Settlement Amount to satisfy PAGA penalties as alleged
23 in the operative Complaint. Seventy-five percent (75% or \$30,000.00) of the PAGA Settlement
24 Amount shall be paid to the LWDA and twenty-five percent (25% or \$10,000.00) of the PAGA
25 Settlement Amount shall be distributed *pro rata* to PAGA Group Members.

26 2.14 ***Termination of Settlement.***

27 2.14.1 In the event that any material provision of the settlement set forth in this
28 Agreement shall not be approved in its entirety by the Court, or in the event that the Effective Date

1 does not occur, any of the Settling Parties shall have the option to void the settlement, and in such
2 case, no payments shall be made by Defendant to anyone in accordance with the terms of this
3 Agreement, and this Settlement Agreement shall be deemed null and void with no effect on the
4 Lawsuit whatsoever.

5 2.14.2 In the event that five (5) percent or more of the Class Members opt out of
6 the Settlement Class by submitting opt outs pursuant to this Settlement Agreement, Defendant shall
7 have the option to terminate and void this settlement and this Agreement.

8 2.15 ***Miscellaneous Provisions.***

9 2.15.1 The Settlement Administrator shall act in accordance with the Settlement
10 Agreement and the settlement contained therein or further orders of the Court.

11 2.15.2 The only Class Members entitled to any Individual Settlement Payment
12 under this Agreement and the associated Judgment are Settlement Class Members, and they shall
13 be entitled to their respective Individual Settlement Payments only.

14 2.15.3 This Agreement shall not require payment by Defendant to any third
15 parties, other than as specifically set forth in this Agreement. Any finding to the contrary will be
16 grounds for Defendant to void the settlement.

17 2.15.4 In the event that the Court does not grant Final approval of the settlement
18 set forth in this Agreement or the settlement is terminated, canceled, declared void or fails to
19 become effective in accordance with its terms, or if the Judgment does not become Final, or to the
20 extent cancelation is otherwise provided for in this Agreement, the Settling Parties shall resume the
21 Litigation at that time as if no Settlement Agreement had been entered. In such event, the terms
22 and provisions of the Settlement Agreement shall have no further force and effect with respect to
23 the Settling Parties and shall not be used in this Litigation or in any other proceeding for any
24 purpose, and any Judgment or order entered by the Court in accordance with the terms of the
25 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other
26 provision of this Agreement, no order of the Court or modification or reversal on appeal of any
27 order of the Court concerning the amount of any Attorneys' Fees to be paid to Class Counsel shall
28 by itself constitute grounds for cancelation or termination of the Settlement Agreement or grounds

1 for limiting any other provision of the Judgment, provided that Defendant shall never be required
2 to pay in excess of the Gross Settlement Amount (with the exception of Defendant's obligation to
3 pay Employer Payroll Taxes as the Settlement Class Members' current or former employer). It is
4 agreed that no order of the Court, including any order concerning Attorneys' Fees, may alter the
5 Gross Settlement Amount.

6 2.15.5 Unless otherwise ordered by the Court, in the event the Settlement
7 Agreement shall be terminated, canceled, declared void or fails to become effective in accordance
8 with its terms, or if the Judgment is reversed on appeal, within twenty (20) business days after
9 written notification of such event, Defendant and Class Counsel shall notify each other of this event
10 in writing.

11 2.15.6 The Settling Parties: (a) acknowledge that it is their intent to consummate
12 this Agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
13 Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of
14 the Settlement Agreement; and (c) agree to seek and to attempt to obtain Court approval of the
15 settlement.

16 2.15.7 The Settling Parties hereby agree that there is a good faith dispute as to
17 liability in this case. The Settlement Agreement compromises claims that were contested and the
18 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling
19 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid in
20 Settlement and the other terms of the settlement were negotiated at arm's length and in good faith
21 with sufficient information by the Settling Parties and reflect a settlement that was reached
22 voluntarily after consultation with competent legal counsel.

23 2.15.8 The Settling Parties agree that the Response Deadline shall not be
24 extended, and no untimely submissions or claims will be honored, unless the Parties agree to make
25 an exception. Notwithstanding the foregoing, a Class Member will be allowed to extend the
26 Response Deadline for him or herself if, and only if, he or she can make a showing of legal
27 incapacity during the Notice Period.

28

1 2.15.9 Neither the Settlement Agreement nor the settlement, nor any act
2 performed or document executed pursuant to, or in furtherance of, the Settlement Agreement or the
3 settlement: (a) is or may be deemed to be or may be used as an admission by Defendant Releasees
4 of the validity of any Released Claim; or (b) may be used as an admission of any fault or omission
5 by the Defendant Releasees, or any of them, in any civil, criminal or administrative proceeding in
6 any court, administrative agency or other tribunal. The Settling Parties agree that all alleged
7 liability is disputed in good faith.

8 2.15.10 All of the exhibits to the Settlement Agreement are material and integral
9 parts hereof and are fully incorporated herein by this reference.

10 2.15.11 The Settlement Agreement may be amended or modified only by a written
11 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12 2.15.12 The Settlement Agreement constitutes the entire agreement among the
13 Settling Parties hereto and no representations, warranties or inducements have been made to any
14 party concerning the Settlement Agreement or its exhibits other than the representations, warranties
15 and covenants contained and memorialized in such documents. This Agreement supersedes and
16 completely replaces any previous agreements, oral or written, among the Settling Parties. Except
17 as otherwise provided herein, each party shall bear its own costs.

18 2.15.13 Class Counsel, on behalf of the Class, are expressly authorized by the
19 Class Representatives to take all appropriate action required or permitted to be taken by the Class
20 pursuant to the Settlement Agreement to effect its terms and also are expressly authorized to enter
21 into any modifications or amendments to the Settlement Agreement on behalf of the Class which
22 they deem appropriate.

23 2.15.14 The signatories hereto hereby represent that they are fully authorized to
24 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

25 2.15.15 The Settlement Agreement may be executed in one or more counterparts.
26 All executed counterparts and each of them shall be deemed to be one and the same instrument. A
27 complete set of executed counterparts shall be filed with the Court.
28

1 2.15.16 The Settlement Agreement shall be binding upon, and inure to the benefit
2 of, the successors and assigns of the parties hereto, however, this Settlement Agreement is not
3 designed to and does not create any third party beneficiaries unless otherwise specifically provided
4 herein.

5 2.15.17 The Court shall retain jurisdiction with respect to implementation and
6 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the
7 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in
8 the Agreement.

9 2.15.18 The Settlement Agreement and the exhibits hereto shall be considered to
10 have been negotiated, executed and delivered, and to have been wholly performed, in the State of
11 California, and the rights and obligations of the parties to the Settlement Agreement shall be
12 construed and enforced in accordance with, and governed by, the internal, substantive laws of the
13 State of California without giving effect to that State's choice of law principles.

14 2.15.19 The language of all parts of this Settlement Agreement shall in all cases
15 be construed as a whole, according to its fair meaning, and not strictly for or against either party.
16 No party shall be deemed the drafter of this Settlement Agreement. The parties acknowledge that
17 the terms of the Settlement Agreement are contractual and are the product of negotiations between
18 the parties and their counsel. Each party and that party's counsel cooperated in the drafting and
19 preparation of the Settlement Agreement. In any construction to be made of the Settlement
20 Agreement, the Agreement shall not be construed against any party and the canon of contract
21 interpretation set forth in California Civil Code section 1654 shall not be applied.

22 2.15.20 **No Publicity.** Prior to the submission of the Settlement Agreement to the
23 Court for preliminary approval, neither Class Representatives nor Class Counsel shall
24 communicate any terms of this settlement to any third parties. Following the submission for
25 preliminary approval and thereafter, Class Representatives and Class Counsel shall not publicize
26 the settlement in this action or the terms thereof via (a) press releases, (b) Internet postings, or
27 (c) other mass or social media efforts. This shall not prohibit Class Counsel from discussing this
28 case or any aspect of this settlement with any Class Representative, any Class Member (absent or

1 otherwise) in this case, or any court or opposing counsel; also, this shall not prohibit Class Counsel
2 from in any way disclosing their mere status as counsel in the case or making objective and truthful
3 reference to the case or its settlement and any attorneys' fee award in any future pleading in another
4 litigation.

5
6 **[SIGNATURES ON NEXT PAGE]**
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1 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement
2 to be executed, and this Settlement Agreement is AGREED TO.

3 DATED: 9/26/2024
4 _____

DocuSigned by:

Kyonna Harrison

97205F27981DA44C...

Kyonna Harrison

Plaintiff and Class Representative

6 DATED: _____
7 _____

Janisha Lee Price

Plaintiff and Class Representative

9 DATED: 9/27/2024
10 _____

DocuSigned by:

Denise Drosch

0A5C72565980400...

Denise Drosch

Plaintiff and PAGA Group Representative

12 DATED: 10/1/2024
13 _____

Bryan C. Utley

Authorized Agent for Defendant Wells Fargo Bank, N.A.

Name: *Bryan Utley*

Title: *Head of CS&B Customer Service*

16 **[SIGNATURES OF COUNSEL ON NEXT PAGE]**

1 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement
2 to be executed, and this Settlement Agreement is AGREED TO.

3 DATED: 9/26/2024
4 _____

DocuSigned by:

97205F27980A24C...
Kyonna Harrison
Plaintiff and Class Representative

6 DATED: 9/26/2024
7 _____

DocuSigned by:

2189BEA2A59F434...
Janisha Lee Price
Plaintiff and Class Representative

9 DATED: _____
10 _____

Denise Droesch
Plaintiff and PAGA Group Representative

12 DATED: _____
13 _____

Authorized Agent for Defendant Wells Fargo Bank, N.A.
Name: _____
Title: _____

16 **[SIGNATURES OF COUNSEL ON NEXT PAGE]**

APPROVED AS TO FORM ONLY

DATED: 9/27/2024

Signed by:

Christina A. Humphrey

ABF5A032827A422...

Christina Humphrey Law, P.C.

Attorneys for Plaintiffs/Class Counsel

DATED: 9/27/2024

DocuSigned by:

Marcus Bradley

4EC77CC0440240A...

Bradley/Grombacher, LLP

Attorneys for Plaintiffs/Class Counsel

DATED: 9/30/2024

DocuSigned by:

Michelle Gessner

DE0CEF6F1D3A4CB...

Gessner Law, PLLC

Attorneys for Plaintiffs/Class Counsel

DATED: 10/1/2024

[Signature]

Munger, Tolles & Olson LLP

Attorney for Defendant Wells Fargo Bank, N.A.

EXHIBIT 1

**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS AND PAGA ACTION
AND NOTICE OF HEARING ON PROPOSED SETTLEMENT**

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND PAGA ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU OF YOUR LEGAL RIGHTS.

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former California non-exempt hourly telephone bankers employed by Wells Fargo Bank, N.A. who worked at any time between December 12, 2018 and [date of preliminary approval order] (“Class Members”).

The Superior Court for the State of California, County of Sacramento (“Court”) has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice to Class Members re: Pendency of a Class and PAGA Action and Notice of Hearing on Proposed Settlement (“Notice”) carefully. Most importantly, this Notice will advise you of how you can obtain your money under the Settlement or how you can decide to not take part in the Settlement and preserve your rights against Defendant Wells Fargo Bank, N.A. (“Defendant”).

The Settlement resolves this Class Action in which Plaintiffs Denise Droesch, Kyonna Harrison, and Janisha Lee Price (“Plaintiffs”) allege that Defendant violated California law by failing to pay Class and PAGA Group Members all overtime, minimum, and regular wages; failing to provide meal and rest periods; failing to provide compliant wage statements and to maintain payroll records; failing to timely pay wages due at termination; failing to provide accurate wage statements; claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”); and claims for unfair and unlawful business practices.

The Court has not made any ruling that Defendant violated the law, and Defendant disputes all claims made in the Class and PAGA Action. The purpose of this Notice is to inform you of the pending Settlement and your rights and options under the Settlement.

WHAT INFORMATION IS IN THIS NOTICE:

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?	Page 2
3. Am I a Class or PAGA Group Member?	Page 2
4. Where Can I Get Additional Information About the Lawsuit and the Proposed Settlement?	Page 2
5. What Are My Options?	Page 3
6. How Do I Opt Out or Exclude Myself From This Settlement?	Page 4
7. How Do I Object to the Settlement?	Page 4
8. How Do I Change my Address?	Page 4
9. How Does This Settlement Affect My Rights?	Page 5
10. What are the Terms of the Settlement and How Much Can I Expect to Receive?	Page 6

1. *Why Have I Received This Notice?*

Defendant's records indicate that you may be a Class and/or PAGA Group Member. The Settlement will resolve all Class Members' Released Claims, as described below, from December 12, 2018 through [date of preliminary approval order] (the "Class Period") and all PAGA Group Members' claims for PAGA penalties, as described below, from November 3, 2019 through [date of preliminary approval order]. This Notice is meant to provide you with basic information about the case and to advise you of your options to participate in the Settlement, exclude yourself from the Settlement, or object to the Settlement.

A Preliminary Approval Hearing was held on [date of preliminary approval hearing], in the Superior Court for the State of California, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of final approval hearing] at [time] in Department 23 before Judge Jill H. Talley, located at the Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814. Please check the settlement website at www.rustconsulting.com/cases/droesch-v-wellsfargo prior to the date of the final approval hearing for updates or changes to the final approval hearing date.

2. *What Is This Case About?*

Plaintiffs commenced this action on January 6, 2021, in the Superior Court for the State of California, County of Sacramento. Between them, Plaintiffs have filed three additional, separate lawsuits based on the same, or very similar, allegations. All four of these matters have now been consolidated for the purposes of settlement into a single matter entitled *Droesch, et al. v. Wells Fargo Bank, N.A.*, Case No. 34-2021-00292066-CU-OE-GDS, which is currently pending in the Superior Court for the State of California, County of Sacramento.

This Settlement resolves claims that Defendant violated California law by failing to pay Class and PAGA Group Members all overtime, minimum, and regular wages; failing to provide meal and rest periods; failing to provide compliant wage statements and to maintain payroll records; failing to timely pay wages due at termination; failing to provide accurate wage statements; claims for civil penalties pursuant to PAGA; and claims for unfair and unlawful business practices.

The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. *Am I A Class Member or a PAGA Group Member?*

You are a Class Member if you worked in California as a non-exempt hourly telephone banker employed by Wells Fargo Bank, N.A. at any time between December 12, 2018 and [date of preliminary approval order] (the "Class Period"). **Based upon Defendant's records, you are a Class Member and you may participate in this Settlement.**

You are a PAGA Group Member if you worked in California as a non-exempt hourly telephone banker employed by Wells Fargo Bank, N.A. at any time between November 3, 2019 and [date of preliminary approval order] (the "PAGA Period").

4. *Where Can I Get Additional Information About the Lawsuit and the Proposed Settlement?*

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. There are multiple ways to get more information about this lawsuit and the proposed Settlement:

1. Settlement Administrator

Class Members who have questions about this Notice, the Settlement, or related issues can contact the Settlement Administrator:

RUST CONSULTING, INC.,
Re: Droesch Class Action Settlement
920 2nd Ave S, Suite 400, Minneapolis, MN 55402
Telephone: (612) 359-2988

2. Settlement Administrator Website – www.rustconsulting.com/cases/droesch-v-wellsfargo

The Settlement Administrator has created a dedicated webpage for Class Members with information about this case, including a copy of the (i) Consolidated Amended Complaint, (ii) this Class Notice, (iii) the Court's Preliminary Approval Order, (iv) Class Counsel's Motion for Attorneys' Fees and Costs, and (v), and Notice of the Final Approval Hearing. If the Court grants Final Approval of the Settlement and enters a Final Judgment, the webpage will be updated to include copies of the Court's Order of Final Approval and a Notice to Class Members of Entry of Final Judgment, for sixty days after judgment.

3. Class Counsel

The Court has decided that Bradley/Grombacher, LLP, and Christina Humphrey Law, P.C., are qualified to represent you and all other Class and PAGA Group Members simultaneously. You may also direct any questions you have about this lawsuit or the proposed Settlement to Class Counsel:

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley
Kiley L. Grombacher
Corey S. Smith
31365 Oak Crest Dr., Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100

CHRISTINA HUMPHREY

LAW, P.C.
Christina A. Humphrey
1117 State Street
Santa Barbara, CA 93101
Telephone: (805) 618-2934

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT PROCESS.

5. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its

consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you for participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive a payment from the Settlement. You will be bound to the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Claims as defined below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive a payment and you will not give up the right to sue Defendant and the Released Parties for the Released Claims as defined below. Do not opt out if you wish to receive benefits pursuant to this Settlement.

If you are a PAGA Group Member, you will be bound by the settlement of the PAGA claims even if you opt out of the settlement, and you will receive your Individual PAGA Payment (as discussed below).
- **OBJECT:** You may file a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this case.

The procedures for opting out and objecting are set forth below in the following sections.

6. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and last four numbers of your social security number or employee identification number; (b) state your intention to exclude yourself from or opt out of the Settlement (e.g., “I want to exclude myself from this settlement. I also understand that I retain all rights to sue Defendant for the claims asserted in the lawsuit.”); (c) be addressed to the Settlement Administrator at 920 2nd Ave S, Suite 400, Minneapolis, MN 55402; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**.

The Judgment entered, following approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from the Settlement.

If you are a PAGA Group Member, you will be bound by the settlement of the PAGA claims even if you opt out of the settlement and you will receive your Individual PAGA Payment (as discussed below).

7. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than **[the Response Deadline]**. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the

objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the Class Action or its merits.

Class Members who object may appear at the Final Approval Hearing, either in person or through the objector's own counsel. Please note there is no requirement to file a written objection in order to state an objection at the Final Approval Hearing. If you desire to appear remotely, you can join the Department's Zoom link or phone number at [insert info](#). If the Court rejects the objection, the Class Member will receive a payment if appropriate under the Settlement and will be bound by the terms of the Settlement.

8. *How Do I Change My Address?*

If you wish to change your address or make any corrections to your name or address, please contact the Settlement Administrator at (612) 359-2988 or 920 2nd Ave S, Suite 400, Minneapolis, MN 55402.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Judgment and will release Defendant and the Defendant Releasees¹ from the Released Claims. The Released Claims are as follows:

Released Class Claims: Class Members who do not opt out of the settlement will release all claims, including without limitations demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, against the Defendant Releasees, or any of them based on the facts alleged in the operative Complaints in each pending matter filed by Plaintiffs, that accrued at any point in time prior to and including the Effective Date for alleged or actual: (i) unpaid overtime; (ii) unpaid minimum wages; (iii) unpaid regular wages; (iv) unpaid meal period premiums and failure to provide meal periods; (v) unpaid rest period premiums and failure to provide rest periods; (vi) final wages not timely paid; (vii) wages not timely paid during employment; (viii) non-compliant wage statements; and (ix) violation of California Business and Professions Code § 17200 et seq., and, specifically, for alleged violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 222, 223, 226, 226.7, 246, 256, 510, 512, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B) and 12(A). Released Class Claims include (1) claims for damages, penalties or any other remedies under any statute or regulation or other provision of law, based on the facts alleged in the Complaint, including without limitation claims under California Labor Code sections 201, 201.3, 202, 203, 204 et seq., 210, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.4, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2810.5, California Business and Professions Code section 17200 et seq. based on the preceding sections, the applicable California

¹ "Defendant Releasees" means Defendant Wells Fargo Bank, N.A. and all of its employees, agents, and affiliates, including without limitation parents and subsidiaries, predecessors, successors, divisions, investors, joint ventures and assigns, any benefit plan maintained by any of them and the trustees, fiduciaries, and administrators of any such plan, and each and all of these entities' past or present directors, officers, employees, agents, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, and personal or legal representatives.

Industrial Welfare Commission Wage Order based on the facts alleged in the Complaints; (2) claims, based on the facts alleged in the Complaint, for injunctive relief, restitution, disgorgement, accounting, declaratory relief or other equitable relief; (3) any and all claims, based on the facts alleged in the Complaint, for interest, costs, or attorney fees, including without limitation claims under California Labor Code sections 218.5 & 1194 and California Code of Civil Procedure section 1021.5; (4) and, to the extent not covered above, any and all claims arising from the facts alleged in the Complaints in the Litigation.

The Released Claims include any Unknown Claims which Plaintiffs or any Settlement Class Member² does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which, if known by him or her might have affected his or her settlement with and release of the Defendant Releasees or might have affected his or her decision not to opt out of or object to this settlement. With respect to any and all Released Claims, the Settling Parties agree that, upon the Effective Date, each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights and benefits of California Civil Code section 1542, which provides:

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

Each Settlement Class Member may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but each Settlement 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 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future. The Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

For the sake of clarity, the Settling Parties agree that Unknown Settled Claims include only those claims that meet the definition of Released Claims and do not include claims that do not meet the definition of Released Claims. As such, for example, Unknown Settled Claims do not include claims for any relief for wrongful termination, unlawful harassment, Workers' Compensation, or other claims that do not arise from the facts alleged in the Complaint.

Released PAGA Claims: If you are a PAGA Group Member, you will be bound by the settlement of claims for PAGA penalties even if you opt out of the settlement. PAGA Group Members will release all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against the Defendant Releasees, or any of them based on the facts alleged in the operative Complaint in the *Droesch* PAGA Action that accrued during the PAGA Period for alleged or actual civil penalties pursuant to PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204 et seq., 210, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.4, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2810.5, the applicable California Industrial Welfare Commission Wage Order(s), and California Code of Regulations, Title 8, Sections 11040, Subdivision 5(A)-(B), and 11090.

10. What are the Terms of the Settlement and How Much Can I Expect to Receive?

² Settlement Class Members are Class Members who have not requested exclusion from the Settlement.

Under this Agreement, Defendant will pay \$385,000 (the “Gross Settlement Amount”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of (1) payment to Plaintiffs Harrison, Price and Droesch in a total amount of up to \$15,000 for prosecution of the Class Action and the risks undertaken; (2) the Settlement Administration Costs to the Settlement Administrator in an amount not to exceed \$23,850; (3) payment to Class Counsel in an amount not to exceed \$134,750 (35% of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$120,000 for litigation expenses; and (4) the PAGA Settlement Amount in an amount of \$40,000. From the PAGA Settlement Amount, 75% (\$30,000) will be allocated to the California Labor and Workforce Development Agency, and 25% (\$10,000) will be allocated to the PAGA Group Members for their respective shares of PAGA penalties. All of these payments are subject to Court approval. Defendant’s portion of payroll taxes will be paid by Defendant separate and apart from the Gross Settlement Amount.

A. How Is My Settlement Payment Calculated?

For Settlement Class Members, after deducting the above-referenced amounts, the remaining NSA will be proportionately distributed amongst all Settlement Class Members. Each Settlement Class Member’s Individual Settlement Payment (i.e., the gross, total amount due to an individual Settlement Class Member) will be determined by multiplying the quotient of the Settlement Class Members’ Individual Workweeks (i.e., the total number of workweeks during which each Settlement Class Member worked during the Class Period) divided by the Class Workweeks (i.e., the total number of workweeks that all Settlement Class Members collectively worked during the Class Period) by the Net Settlement Amount. Therefore, the value of each Settlement Class Member’s Individual Settlement Payment ties directly to the number of weeks that the Settlement Class Member worked for Defendant during the Class Period.

For PAGA Group Members, the portion of the PAGA Settlement Amount allocated to PAGA Group Members will be distributed proportionately. Each PAGA Group Member’s Individual PAGA Payment (i.e., the gross, total amount due to an individual PAGA Group Member) will be determined by multiplying the quotient of the PAGA Group Members’ Individual Workweeks (i.e., the total number of workweeks during which each PAGA Group Member worked during the PAGA Period) during the PAGA Period divided by the total number of workweeks that the PAGA Group Members collectively worked during the PAGA Period (i.e., the total number of workweeks that all Settlement Class Members collectively worked during the Class Period), by 25% of the PAGA Settlement Amount. Therefore, the value of each PAGA Group Member’s Individual PAGA Payment ties directly to the number of weeks that the PAGA Group Member worked for Defendant during the PAGA Period.

Although your exact payment cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate payment is as follows:

- Individual Settlement Payment: \$ [REDACTED], minus taxes. This is based on the class data, which shows you were employed by Defendant in an eligible position for [REDACTED] weeks during the Class Period.
- Individual PAGA Payment: \$ [REDACTED]. This is based on the class data, which shows you were employed by Defendant in an eligible position for [REDACTED] weeks during the PAGA Period.

B. What Do I Do If The Number Of Weeks I Worked Is Wrong?

If you disagree with the number of weeks you worked in an eligible position during the Class Period or PAGA Period as stated in this Notice, you must notify the Settlement Administrator at 920 2nd Ave S, Suite 400, Minneapolis, MN 55402 and provide a statement of the number of total weeks you worked while employed with a Defendant in an eligible position during the Class Period or PAGA Period, supported by written documentation. You must postmark this information by **Response Deadline** and it must be received by the Settlement Administrator within three business days of the deadline.

The Settlement Administrator will investigate the challenge, request information from Defendant as necessary and make the final determination of whether any additional amount is owed to you. Defendant's records regarding the number of weeks you worked in an eligible position will be presumed to be correct and your challenge will be denied if you do not provide written proof of the number of weeks you worked.

C. How Will My Settlement Payment Be Taxed?

The settlement payment for Settlement Class Members will be apportioned as one-third ($\frac{1}{3}$) wages and two-thirds ($\frac{2}{3}$) as non-wages (penalties and interest). The settlement payment for PAGA Group Members will be apportioned 100% as non-wages (penalties). The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS W-2 forms. Each Settlement Class Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by such Class or PAGA Group Member on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings (other than the tax withholdings customarily made from employees' wages) and shall be reported on IRS 1099 forms.

Defendant's payroll tax obligations will be paid separately by Defendant.

D. What Will Happen To My Settlement Payment If I Do Not Cash My Check?

It is strongly recommended that upon receipt of your payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day void date, the Settlement Administrator will tender the check to Legal Aid at Work.

EXHIBIT 2

NOTICE OF ENTRY OF FINAL JUDGMENT

Re: *Denise Droesch, et al. Wells Fargo Bank, N.A.*, Superior Court of the State of California for the County of Sacramento, Case No. 34-2021-00292066-CU-OE-GDS.

Pursuant to California Rules of Court, Rule 3.770(c), please be advised that, pursuant to the Joint Stipulation Regarding Settlement of Class and PAGA Action (the “Stipulation”) filed in the above-referenced case, the Court has approved the settlement in this matter and entered the judgment requested by the parties. In accordance with the terms of the Stipulation, you will receive your settlement payment with this notice. The Stipulation resolves claims that Wells Fargo violated California law by failing to pay Class and PAGA Group Members all overtime, minimum, and regular wages; failing to provide meal and rest periods; failing to provide compliant wage statements and to maintain payroll records; failing to timely pay wages due at termination; failing to provide accurate wage statements; claims for civil penalties pursuant to PAGA; and claims for unfair and unlawful business practices. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Wells Fargo; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. The entry of judgment in this matter closes the litigation.