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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 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

**SUPPLEMENTAL 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  
Amended [Proposed] Order]

**Date:** December 13, 2024

**Time:** 9:00 a.m.

**Reservation #:** A-292066-001

**Dept.:** 23

**Judge:** Jill H. Talley

**Complaint filed:** January 7, 2021

1 CHRISTINA HUMPHREY LAW, P.C.  
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Kyonna Harrison, Janisha Lee Price,  
6 and other individuals similarly situated  
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1                   **SUPPLEMENTAL DECLARATION OF CHRISTINA A. HUMPHREY**

2           I, Christina A. Humphrey, declare:

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

11           2.       Pursuant to the Court’s November 1, 2024 Order, this Supplemental Declaration  
12 is given in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action  
13 Settlement.

14           3.       Attached hereto as Exhibit A is a true and correct copy of (1) the Revised Joint  
15 Stipulation of Class Action and PAGA Settlement and Release of Claims ( “Settlement”)  
16 (Exhibit A to the Humphrey Decl.); (2) the Revised Notice to Class Members Re: Pendency of  
17 a Class Action and Notice of Hearing on Proposed Settlement” (Class Notice) (Exhibit 1 to the  
18 Settlement); (3) Notice of Final Judgment that would be posted to the Settlement Website after  
19 this Court enters judgment (Exhibit 2 to the Settlement); and (4) Proof of Submission of the  
20 Class Notice, Settlement Agreement, and the Amended Proposed Order to the LWDA (Exhibit  
21 B to Humphrey Decl.). For your information, attached to the Amended Proposed Order is the  
22 (5) Revised Notice of Class Action Settlement (Exhibit 1).

23    //

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

4. On this same day this supplemental declaration was filed with the Court, I submitted a copy of the Proposed Settlement Agreement, the Class Notice, and the Amended Proposed Order to the LWDA, via its online submission process. I received a confirmation email from them confirming my filing. A true and correct copy of said email is attached hereto as Exhibit B.

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

Executed this 15th day of November, 2024 at Santa Barbara, California.

CHRISTINA HUMPHREY LAW, P.C.

/s/ Christina A. Humphrey

Christina A. Humphrey  
Declarant

# EXHIBIT A

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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.: 23

**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.<sup>1</sup> 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 <sup>1</sup> 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.<sup>2</sup>

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.

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28 <sup>2</sup> 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,<sup>3</sup> 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

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<sup>3</sup> 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

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

3 1.19 "Individual PAGA Payment" means a PAGA Group Member's *pro rata*  
4 share of the 25% portion of the PAGA Settlement Amount allocated to PAGA Group Members,  
5 which shall be determined by multiplying the quotient of the PAGA Group Members' Individual  
6 Workweeks during the PAGA Period divided by the total number of workweeks that the PAGA  
7 Group Members collectively worked during the PAGA Period, by 25% of the PAGA Settlement  
8 Amount.

9 1.20 "Individual Workweeks" shall mean the total number of workweeks  
10 during which each Settlement Class Member worked during the Class Period.

11 1.21 "Judgment" means the judgment to be rendered by the Court pursuant to  
12 this Settlement Agreement.

13 1.22 "LWDA" means the California Labor and Workforce Development  
14 Agency.

15 1.23 "Last Known Address" means the most recently recorded mailing address  
16 for a Class Member as contained in the personnel records maintained by Defendant.

17 1.24 "Litigation" or "Lawsuit" shall mean, collectively, the lawsuits brought  
18 by Plaintiffs entitled:

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

27 1.25 "Litigation Expenses" means the amount that the Court awards to Class  
28 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

1 Second Amended Complaint. Seventy-five percent (75%) of the PAGA Settlement Amount  
2 (\$30,000.00) shall be paid to the LWDA and twenty-five percent (25%) of the PAGA Settlement  
3 Amount (\$10,000.00) shall be distributed *pro rata* to PAGA Group Members.

4 1.34 “Preliminary Approval Order” shall mean an order to be executed and  
5 filed by the Court preliminarily approving of this settlement.

6 1.35 “Released Claims” shall collectively mean the Released Class Claims,  
7 Released PAGA Claims, and Unknown Class Representative Claims.

8 1.36 “Released Class Claims” shall collectively mean all claims, including  
9 without limitations demands, rights, liabilities and causes of action of every nature and description  
10 whatsoever including without limitation statutory, constitutional, contractual or common law  
11 claims, whether known or unknown, against the Defendant Releasees, or any of them based on the  
12 facts alleged in the operative Complaints in each pending matter filed by Plaintiffs (as identified in  
13 Paragraph 1.24 above), that accrued at any point in time prior to and including the Effective Date  
14 for alleged or actual: (i) unpaid overtime; (ii) unpaid minimum wages; (iii) unpaid regular wages;  
15 (iv) unpaid meal period premiums and failure to provide meal periods; (v) unpaid rest period  
16 premiums and failure to provide rest periods; (vi) final wages not timely paid; (vii) wages not timely  
17 paid during employment; (viii) non-compliant wage statements; and (ix) violation of California  
18 Business and Professions Code § 17200 et seq., and, specifically, for alleged violations of Labor  
19 Code sections 201, 202, 203, 204 et seq., 210, 221, 222, 223, 226, 226.7, 246, 256, 510, 512, 558,  
20 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and California Code of Regulations, Title 8,  
21 Section 11040, Subdivisions 5(A)-(B) and 12(A). Released Class Claims include (1) claims for  
22 damages, penalties or any other remedies under any statute or regulation or other provision of law,  
23 based on the facts alleged in the Complaint, including without limitation claims under California  
24 Labor Code sections 201, 201.3, 202, 203, 204 et seq., 210, 221, 222, 222.5, 223, 224, 225.5, 226,  
25 226.3, 226.4, 226.7, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1193.5, 1193.6, 1194,  
26 1194.2, 1194.5, 1197, 1197.1, 1198, 2810.5, California Business and Professions Code section  
27 17200 et seq. based on the preceding sections, the applicable California Industrial Welfare  
28 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**  
12 **his or her settlement with the debtor or released party.**

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

22 1.45 “Updated Address” means a mailing address that was updated via a  
23 Reasonable Address Verification Measure, or Secondary Address Verification Measure or via an  
24 updated mailing address provided by the United States Postal Service or a Class Member.

25 **2. The Settlement.**

26 **2.1 *Taxes.***

27 2.1.1 Defendant, through the Settlement Administrator, and according to the  
28 terms, conditions and procedures set forth in this Settlement Agreement, shall pay each Settlement

1 Class Member his or her Individual Settlement Payment. Each Settlement Class Member's gross  
2 Individual Settlement Payment will be apportioned as follows: one-third (1/3) as wages and two-  
3 thirds (2/3) as non-wages (including penalties and interest). The amounts paid as wages shall be  
4 subject to all tax withholdings customarily made from an employee's wages and all other  
5 authorized and required withholdings customarily made from an employee's wages and shall be  
6 reported on IRS Form W-2 by the Settlement Administrator. The amounts paid as non-wages (i.e.,  
7 penalties and interest) shall be subject to all authorized and required withholdings customarily  
8 made from employees' wages other than tax withholdings and shall be reported on IRS Form 1099  
9 by the Settlement Administrator. Individual PAGA Payments will be apportioned as one hundred  
10 percent (100%) penalties, to be reported on IRS Form 1099 by the Settlement Administrator.

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

26           2.2     ***No Effect on Employee Benefits.*** The Enhancement Payment(s) and  
27 Individual Settlement Payments paid to the Class Representatives and Settlement Class Members  
28 shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for,

1 or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.)  
2 of the Class Representatives or the Settlement Class Members. Defendant will not, unless otherwise  
3 required by law, make from the Individual Settlement Payments any additional deductions,  
4 withholdings or payments, including without limitation, medical or other insurance payments or  
5 premiums, employee 401(k) contributions or matching employer contributions, wage garnishments,  
6 or charity withholdings.

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

15                   2.4     ***Joint Stipulation to File Consolidated Complaint and Dismissal of***  
16 ***Actions.***

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

1                   2.4.2       Within ten calendar (10) days of the Effective Date, Plaintiffs will dismiss  
2 without prejudice the *Droesch* Federal Action, the *Price* Federal Action, and the UCL Action, as  
3 defined in Paragraph 1.24 above.

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

8                   2.5       ***Preliminary Approval.***

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

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

23                  2.6       ***Notice to Class Members.***

24                  2.6.1       After the Court enters its Preliminary Approval Order, every Class  
25 Member will be provided with the Class Notice in accordance with the procedures set forth herein.

26                  2.6.2       **Class Database.** Within fifteen (15) business days after entry of the  
27 Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic  
28 database ("Class Database"), which will list for each Class Member: (1) first and last name; (2) Last

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

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

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

1 Attorneys' Fees and Costs. After Final Approval and Entry of Final Judgment, the Settlement  
2 Administrator will post the Court's Order of Final Approval and the Notice of Entry of Final  
3 Judgment, which will remain posted for sixty (60) days after judgment is entered. A copy of the  
4 proposed Notice of Final Judgment is attached to this Settlement Agreement as **Exhibit 2**.

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

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

19           **2.6.7 Class Notice Sent via Mail.** The Class Notice shall be mailed to the Last  
20 Known Addresses of the Class Members no later than the Notice Mailing Deadline.

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

1                   2.6.9     **Undeliverable – Updated Address Found.** If an address is ascertained  
2 through the Settlement Administrator’s Secondary Address Verification Measure, the Settlement  
3 Administrator will re-send that Class Notice within five (5) days of receiving the updated address.  
4 If the Class Notice is not returned as undeliverable, the new address found as a result of the  
5 Settlement Administrator’s efforts will be the Updated Address and shall be deemed as the new  
6 Last Known Address for purposes of this Settlement Agreement and for subsequent mailings in  
7 particular. In the event that a second address is ascertained by the Settlement Administrator, the  
8 Class Notice will be deemed to have been delivered upon the second mailing of the Class Notice  
9 to the Last Known Address.

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

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

22                   2.6.12    **Undeliverable.** In the event that the Class Notice is returned by the United  
23 States Postal Service as undeliverable because the address of the recipient is no longer valid, *i.e.*,  
24 the envelope is marked “Return to Sender,” and no Updated Address can be found for that Class  
25 Member as a result of a Secondary Address Verification Measure, or any mailing to any Updated  
26 Address is returned as undeliverable, the Class Notice will be deemed to have been delivered upon  
27 the second mailing of the Class Notice to the Last Known Address.  
28

1                   2.6.13   **Weekly Status Reports.** The Settlement Administrator shall provide a  
2 weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator  
3 will inform Class Counsel and Defendant's Counsel of the number of Class Notices mailed, the  
4 number of Class Notices returned as undeliverable and re-mailed, the number of Class Notices  
5 deemed finally undeliverable via mail and mail resulting in a deemed opt-out, the number of opt-  
6 outs and objections, and the number of open and resolved class member disputes (as discussed in  
7 paragraph 2.7.10 below).

8                   2.7       ***Responses to the Class Notice and Motion for Final Approval.***

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

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

21                  2.7.3       **Format of Objection.** Any objections shall state: (a) the case name  
22 (*Droesch, et al. v. Wells Fargo Bank, N.A.*), and case number (*No. 34-2021-00292066*); (b) the  
23 objecting person's or his/her attorney's full name, address, and telephone number; (c) the words  
24 "Notice of Objection" or "Formal Objection"; (d) describe, in clear and concise terms, the legal  
25 and factual arguments supporting the objection; (e) list identifying witness(es) the objector may  
26 call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s)  
27 the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection  
28

1 applies only to the objector, to a specific subset of the Class, or to the entire Class. Any objection  
2 must comply with California Rule of Court 3.769 and California Code of Civil Procedure 902.

3           **2.7.4 Notice of Intent to Appear in Support of Objection.** Class Members  
4 who timely submit valid objections to the settlement may (though are not required to) appear at the  
5 Final Approval Hearing, either on their own behalf or through the objector's own counsel. The  
6 Class Notice will request that the objector notify the Parties of the objector's intent to appear at the  
7 Final Approval Hearing by mailing or filing a Notice of Intent to Appear with the Court by the  
8 Response Deadline. There is no requirement that a Class Member submit a written objection or  
9 provide notice of intent to appear at the Final Approval Hearing in order to state an objection at the  
10 Final Approval Hearing. Class members who desire to appear at the hearing remotely can join the  
11 Court's Zoom link or phone number.

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

17           **2.7.6 Requests for Exclusion ("Opt Out").** Class Members may request  
18 exclusion from or "opt out" of the Settlement Class. The Class Notice will provide that Class  
19 Members who wish to exclude themselves from the Settlement must mail to the Settlement  
20 Administrator a written request for exclusion by the Response Deadline.

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

1 Administrator from a Class Member postmarked on or before the Response Deadline, then that  
2 Class Member will be deemed to have forever waived his or her right to opt out of the Settlement  
3 Class and will become Settlement Class Members. Those portions of the Gross Settlement Amount  
4 for Settlement Class Members attributable to Class Members who submit valid Requests for  
5 Exclusion shall become part of the Net Settlement Amount, distributable to Settlement Class  
6 Members. The Class Representatives may not opt out of or object to the settlement.

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

14           **2.7.9 Failure to “Opt Out.”** Class Members who do not opt out of the  
15 Settlement Class, as described in this Settlement Agreement, shall be deemed Settlement Class  
16 Members and shall be subject to the Judgment regardless of whether they ultimately negotiate their  
17 settlement checks.

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

1 the basis of this guidance. If no compromise is reached, the dispute can be presented to the Court  
2 for resolution. In any such dispute, the Defendant's records shall be entitled to presumptive weight.

3           **2.7.11 Settlement Administrator's Report.** No later than five (5) business days  
4 after the Response Deadline, the Settlement Administrator will provide Counsel for the Settling  
5 Parties with a complete and accurate accounting of the number of Class Notices mailed to Class  
6 Members, the number of Class Notices returned as undeliverable and re-mailed, the number of  
7 Class Notices deemed finally undeliverable via mail and mail resulting in a deemed opt-out, the  
8 number of valid and invalid opt-outs, the number of objections, and the number of open and  
9 resolved class member disputes.

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

18           **2.7.13 No Solicitation of Objections or Requests for Exclusion.** Neither the  
19 Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any  
20 Class Member to object to the settlement, request exclusion from the settlement, or appeal from  
21 the Judgment.

22           **2.8 Final Approval, Judgment, and Appeals.**

23           **2.8.1 Final Approval.** Class Counsel will file unopposed motions and  
24 memorandums in support thereof for Final Approval of the settlement and the following payments  
25 in accord with the terms of the Settlement Agreement: (a) Attorneys' Fees, (b) Litigation Expenses,  
26 (c) Administrative Costs, (d) Enhancement Payments, and (e) the PAGA Settlement Amount. Class  
27 Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment)  
28 releasing any Released Class Claims of the Settlement Class Members and Released PAGA Claims

1 of PAGA Group Members. The Settling Parties shall take all reasonable efforts to secure entry of  
2 the Order of Final Approval and Judgment. The Class Representatives shall submit the Judgment  
3 in this matter to the LWDA within ten (10) days after receipt of the Judgment.

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

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

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

1 by any Class Members, in the event that a Class Member timely objected to the settlement and  
2 ultimately appeals the Judgment.

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

11           **2.9 Funding and Disbursement of Settlement.**

12           **2.9.1 Funding the Settlement.** Defendant shall wire to the Settlement  
13 Administrator the Gross Settlement Amount within fifteen (15) business days of the Effective Date.

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

22           **2.9.3 Class Member Checks.** The Settlement Administrator shall issue to each  
23 Settlement Class Member one check payable to the Settlement Class Member from the qualified  
24 settlement account (administered by the Settlement Administrator but funded by Defendant) for  
25 the Individual Settlement Payment, less applicable taxes and withholdings. The Settlement  
26 Administrator shall mail this check to each Settlement Class Member at his or her Last Known  
27 Address, or Updated Address if obtained.  
28

1                   2.9.4     **Uncashed Checks.** Checks issued to Settlement Class Members pursuant  
2 to this Agreement shall remain negotiable for a period of one hundred eighty (180) days from the  
3 date of mailing. If any checks remain uncashed or not deposited by the expiration of the one  
4 hundred eighty (180) day period during which settlement checks are negotiable, the Settlement  
5 Administrator shall tender the check as a *cy pres* award to Legal Aid at Work. Settlement Class  
6 Members whose uncashed settlement checks are paid in *cy pres* shall remain subject to the terms  
7 of the Judgment.

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

21                   2.10     **Releases.**

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

26                   2.10.2     **PAGA Group Members.** Upon the Effective Date and full funding of the  
27 Gross Settlement Amount, each of the PAGA Group Members shall be deemed to have, and by  
28

1 operation of the Judgment shall have, fully, finally, and forever released, relinquished and  
2 discharged the Defendant Releasees from the Released PAGA Claims.

3           **2.10.3 Plaintiffs/Class Representatives Only.** The Class Representatives make  
4 the following general release of all claims known or unknown. Upon the Effective Date and full  
5 funding of the Gross Settlement amount, the Class Representatives agree to and shall be deemed  
6 to have, and by operation of the Judgment shall have, fully, finally, and forever released,  
7 relinquished and discharged the Defendant Releasees from the Released Claims. The Class  
8 Representatives agree that California Labor Code section 2804 does not hinder or limit the  
9 preclusive effect of the Judgment on the Released Claims.

10           **2.11 Costs, Attorneys' Fees and Enhancement Award.**

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

22           **2.11.2** Class Counsel and the Class Representatives will not seek to recover any  
23 other fees, costs or expenses incurred in this Litigation. The Class Representatives and Class  
24 Counsel agree that they shall be responsible for seeking and justifying their fees and cost awards  
25 to the Court, and they agree to submit the necessary materials to justify the requested award along  
26 with the motion for final approval of the Settlement. Defendant will not oppose an award that is  
27 consistent with this paragraph. Upon request, Class Counsel shall provide the Settlement  
28 Administrator with a Form W-9(s) for reporting purposes and written allocation instructions, if any,

1 regarding the payee(s). Other than any reporting of this fee payment as required by this Settlement  
2 Agreement or law, which Defendant shall make, Class Counsel and the Class Representatives shall  
3 be responsible for the reporting and payment of any federal, state and/or local income or other form  
4 of tax on any payment made pursuant to this paragraph. The payment awarded and made pursuant  
5 to this paragraph shall constitute full satisfaction of any claim for fees or costs or any other  
6 expenses, and the Class Representatives and Class Counsel, on behalf of themselves and all  
7 Settlement Class Members, agree that they shall neither seek nor be entitled to any additional  
8 attorney fees or costs under any theory nor shall they seek an award in excess of the amount  
9 specified herein.

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

25           2.11.4 Unless otherwise expressly provided, Defendant shall have no  
26 responsibility for, and no liability whatsoever with respect to, the allocation among the Class  
27 Representatives, Class Counsel and/or any other Person who may assert some claim thereto, of any  
28 award or payment issued or made in the Litigation or pursuant to this Settlement Agreement.

1                   2.12    ***Settlement Administration Costs.***

2                   2.12.1   The Administration Costs reasonably incurred by the Settlement  
3 Administrator as a result of procedures and processes expressly required by this Settlement  
4 Agreement shall be paid out of the Gross Settlement Amount, in an amount not to exceed  
5 \$23,850.00. The Class Representatives and Class Counsel shall have no responsibility for such fees  
6 or expenses.

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

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

20                  2.12.4   In the event that any of the Settling Parties take the position that the  
21 Settlement Administrator has not acted in accordance with the terms of the Settlement Agreement,  
22 that party's counsel shall meet and confer with counsel for the other Settling Party prior to raising  
23 any such issue with the Court.

24                   2.13    ***PAGA Settlement Amount.***

25                  2.13.1   As part of this settlement, and subject to Court approval, the Settling  
26 Parties allocate \$40,000.00 of the Gross Settlement Amount to satisfy PAGA penalties as alleged  
27 in the operative Complaint. Seventy-five percent (75% or \$30,000.00) of the PAGA Settlement  
28

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.

**2.14 Termination of Settlement.**

2.14.1 In the event that any material provision of the settlement set forth in this Agreement shall not be approved in its entirety by the Court, or in the event that the Effective Date does not occur, any of the Settling Parties shall have the option to void the settlement, and in such case, no payments shall be made by Defendant to anyone in accordance with the terms of this Agreement, and this Settlement Agreement shall be deemed null and void with no effect on the Lawsuit whatsoever.

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

**2.15 Miscellaneous Provisions.**

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

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

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

2.15.4 In the event that the Court does not grant Final approval of the settlement set forth in this Agreement or the settlement is terminated, canceled, declared void or fails to become effective in accordance with its terms, or if the Judgment does not become Final, or to the extent cancelation is otherwise provided for in this Agreement, the Settling Parties shall resume the Litigation at that time as if no Settlement Agreement had been entered. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any

1 purpose, and any Judgment or order entered by the Court in accordance with the terms of the  
2 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other  
3 provision of this Agreement, no order of the Court or modification or reversal on appeal of any  
4 order of the Court concerning the amount of any Attorneys' Fees to be paid to Class Counsel shall  
5 by itself constitute grounds for cancelation or termination of the Settlement Agreement or grounds  
6 for limiting any other provision of the Judgment, provided that Defendant shall never be required  
7 to pay in excess of the Gross Settlement Amount (with the exception of Defendant's obligation to  
8 pay Employer Payroll Taxes as the Settlement Class Members' current or former employer). It is  
9 agreed that no order of the Court, including any order concerning Attorneys' Fees, may alter the  
10 Gross Settlement Amount.

11               2.15.5 Unless otherwise ordered by the Court, in the event the Settlement  
12 Agreement shall be terminated, canceled, declared void or fails to become effective in accordance  
13 with its terms, or if the Judgment is reversed on appeal, within twenty (20) business days after  
14 written notification of such event, Defendant and Class Counsel shall notify each other of this event  
15 in writing.

16               2.15.6 The Settling Parties: (a) acknowledge that it is their intent to consummate  
17 this Agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the  
18 Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of  
19 the Settlement Agreement; and (c) agree to seek and to attempt to obtain Court approval of the  
20 settlement.

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

28

1           2.15.8   The Settling Parties agree that the Response Deadline shall not be  
2 extended, and no untimely submissions or claims will be honored, unless the Parties agree to make  
3 an exception. Notwithstanding the foregoing, a Class Member will be allowed to extend the  
4 Response Deadline for him or herself if, and only if, he or she can make a showing of legal  
5 incapacity during the Notice Period.

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

13           2.15.10   All of the exhibits to the Settlement Agreement are material and integral  
14 parts hereof and are fully incorporated herein by this reference.

15           2.15.11   The Settlement Agreement may be amended or modified only by a written  
16 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

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

23           2.15.13   Class Counsel, on behalf of the Class, are expressly authorized by the  
24 Class Representatives to take all appropriate action required or permitted to be taken by the Class  
25 pursuant to the Settlement Agreement to effect its terms and also are expressly authorized to enter  
26 into any modifications or amendments to the Settlement Agreement on behalf of the Class which  
27 they deem appropriate.

28

1                   2.15.14 The signatories hereto hereby represent that they are fully authorized to  
2 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

3                   2.15.15 The Settlement Agreement may be executed in one or more counterparts.  
4 All executed counterparts and each of them shall be deemed to be one and the same instrument. A  
5 complete set of executed counterparts shall be filed with the Court.

6                   2.15.16 The Settlement Agreement shall be binding upon, and inure to the benefit  
7 of, the successors and assigns of the parties hereto, however, this Settlement Agreement is not  
8 designed to and does not create any third party beneficiaries unless otherwise specifically provided  
9 herein.

10                  2.15.17 The Court shall retain jurisdiction with respect to implementation and  
11 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the  
12 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in  
13 the Agreement.

14                  2.15.18 The Settlement Agreement and the exhibits hereto shall be considered to  
15 have been negotiated, executed and delivered, and to have been wholly performed, in the State of  
16 California, and the rights and obligations of the parties to the Settlement Agreement shall be  
17 construed and enforced in accordance with, and governed by, the internal, substantive laws of the  
18 State of California without giving effect to that State's choice of law principles.

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

27                  2.15.20 **No Publicity.** Prior to the submission of the Settlement Agreement to the  
28 Court for preliminary approval, neither Class Representatives nor Class Counsel shall

1 communicate any terms of this settlement to any third parties. Following the submission for  
2 preliminary approval and thereafter, Class Representatives and Class Counsel shall not publicize  
3 the settlement in this action or the terms thereof via (a) press releases, (b) Internet postings, or  
4 (c) other mass or social media efforts. This shall not prohibit Class Counsel from discussing this  
5 case or any aspect of this settlement with any Class Representative, any Class Member (absent or  
6 otherwise) in this case, or any court or opposing counsel; also, this shall not prohibit Class Counsel  
7 from in any way disclosing their mere status as counsel in the case or making objective and truthful  
8 reference to the case or its settlement and any attorneys' fee award in any future pleading in another  
9 litigation.

10  
11 **[SIGNATURES ON NEXT PAGE]**  
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27  
28

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: 11/12/2024  
4 \_\_\_\_\_

DocuSigned by:

*Kyonna Harrison*

97205F2794DA44C...  
Kyonna Harrison

Plaintiff and Class Representative

6           DATED: \_\_\_\_\_

7 \_\_\_\_\_  
Janisha Lee Price

Plaintiff and Class Representative

9           DATED: 11/12/2024  
10 \_\_\_\_\_

DocuSigned by:

*Denise Droesch*

0A5C72665960400...  
Denise Droesch

Plaintiff and PAGA Group Representative

12           DATED: \_\_\_\_\_

13 \_\_\_\_\_  
Authorized Agent for Defendant Wells Fargo Bank, N.A.

14 Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

DATED: 11/12/2024

DocuSigned by:

Kyonna Harrison

Kyonna Harrison

Plaintiff and Class Representative

DATED: 11/14/2024

DocuSigned by:

Janisha Lee Price

Janisha Lee Price

Plaintiff and Class Representative

DATED: \_\_\_\_\_

Denise Droesch

Plaintiff and PAGA Group Representative

DATED: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[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  
4 DATED: \_\_\_\_\_

\_\_\_\_\_  
Kyonna Harrison  
Plaintiff and Class Representative

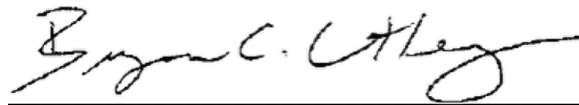
5  
6 DATED: \_\_\_\_\_

\_\_\_\_\_  
Janisha Lee Price  
Plaintiff and Class Representative

7  
8  
9 DATED: \_\_\_\_\_

\_\_\_\_\_  
Denise Droesch  
Plaintiff and PAGA Group Representative

10  
11  
12 DATED: 11/15/2024



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

14 Name: Bryan Utley

15 Title: Head of CSBB Customer Service

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

**APPROVED AS TO FORM ONLY**

DATED: 11/14/2024

Signed by:

*Christina D. Humphrey*

Christina Humphrey Law, P.C.  
Attorneys for Plaintiffs/Class Counsel

DATED: 11/15/2024

DocuSigned by:

*Marcus Bradley*

Bradley/Grombacher, LLP  
Attorneys for Plaintiffs/Class Counsel

DATED: 11/15/2024

DocuSigned by:

**Michelle Gessner**

Gessner Law, PLLC  
Attorneys for Plaintiffs/Class Counsel

DATED: 11/15/2024

*[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 3 |
| 5. What Are My Options?.....                                                                   | Page 4 |
| 6. How Do I Opt Out or Exclude Myself From This Settlement? .....                              | Page 4 |
| 7. How Do I Object to the Settlement? .....                                                    | Page 5 |
| 8. How Do I Change my Address? .....                                                           | Page 5 |
| 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](http://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

Address: 920 2nd Ave S, Suite 400, Minneapolis, MN 55402  
Telephone: (612) 359-2988

##### **2. Settlement Administrator Website – [www.rustconsulting.com/cases/droesch-v-wellsfargo](http://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 Releasees<sup>1</sup> 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

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<sup>1</sup> “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.

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 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.

**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?***

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,<sup>2</sup> 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

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<sup>2</sup> Settlement Class Members are Class Members who have not requested exclusion from the Settlement.

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.