

1 EDWARD J. WYNNE (SBN 165819)
ewynne@wynnelawfirm.com
2 GEORGE R. NEMIROFF (SBN 262058)
gnemiroff@wynnelawfirm.com
3 WYNNE LAW FIRM
Wood Island
4 80 E. Sir Francis Drake Blvd., Ste. 3-G
Larkspur, CA 94939
5 Tel: 415-461-6400
Fax: 415-461-3900

6 *Attorneys for Plaintiff Alyson Scorby*

7 MALCOLM A. HEINICKE (State Bar No. 194174)
malcolm.heinicke@mto.com
8 MARGARET G. MARASCHINO (State Bar No. 267034)
margaret.maraschino@mto.com
9 ANDRE W. BREWSTER III (State Bar No. 306241)
andy.brewster@mto.com
10 MUNGER, TOLLES & OLSON LLP
560 Mission Street
11 Twenty-Seventh Floor
San Francisco, California 94105-2907
12 Telephone: (415) 512-4000
13 Facsimile: (415) 512-4077
14

15 *Attorneys for Defendant Wells Fargo Bank, N.A.*

16 [Additional counsel listed on next page]

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF MARIN

19 ALYSON SCORBY individually and on
behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 WELLS FARGO BANK, N.A., and DOES 1
23 through 10, inclusive,

24 Defendants.

Case No. CIV2100758

**STIPULATION RE: SETTLEMENT OF
CLASS AND REPRESENTATIVE
ACTION**

CLASS ACTION

Dept.: B

Assigned for All Purposes to:
Hon. James T. Chou

Action Filed: Feb. 25, 2021
Trial Date: None set

1 JAMES F. CLAPP (SBN 145814)
jclapp@clapplegal.com
2 MARITA MURPHY LAUINGER (SBN 199242)
mlauinger@clapplegal.com
3 CLAPP & LAUINGER LLP
4 701 Palomar Airport Road, Suite 300
Carlsbad, California 92011
5 Tel: 760-209-6565 ext. 101
6 Fax: 760-209-6565

7 *Attorneys for Plaintiff Alyson Scorby*

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Alyson Scorby
2 (as Plaintiff and as Class Representative), on behalf of herself and the proposed Class and on
3 behalf of the California Labor and Workforce Development Agency ("LWDA"), on the one hand,
4 and Defendant Wells Fargo Bank, N.A. (herein "Defendant" or "Wells Fargo"), on the other hand
5 (Plaintiff and Wells Fargo being hereafter collectively described as the "Settling Parties"), as set
6 forth below:

7 **I. The Conditional Nature of This Stipulation.**

8 This Stipulation Re: Settlement of Class and Representative Action including the
9 referenced Exhibits (hereafter referred to as "Stipulation") is made for the sole purpose of
10 attempting to consummate settlement of the above captioned action (hereafter the "Litigation") on
11 a class and representative basis. This Stipulation and the settlement it evidences are made in
12 compromise of disputed claims. Because this Stipulation seeks to settle the Litigation on a class
13 and representative basis, this settlement must receive preliminary and final approval from the
14 Court. Accordingly, the Settling Parties enter into this Stipulation and associated settlement on a
15 conditional basis subject to the Court entering an Order Granting Final Approval of the Settlement
16 and the Judgment. In the event that the Court does not execute and enter the Order Granting Final
17 Approval of Settlement as discussed hereafter, or in the event that the associated Judgment does
18 not become Final for any reason, this Stipulation shall be deemed null and void *ab initio*; it shall
19 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose
20 whatsoever; and the negotiation, terms, and entry of the Stipulation shall remain subject to the
21 provisions of California Evidence Code sections 1119 and 1152.

22 Plaintiff has alleged claims as to liability, damages, penalties, and other relief on a putative
23 class and representative basis. Wells Fargo denies all of the allegations and claims, including as to
24 liability, damages, penalties, interest, fees, restitution and all other forms of relief as well as the
25 class and representative action allegations asserted in the Litigation. The parties have agreed to
26 resolve the Litigation via this Stipulation, but to the extent this Stipulation is disapproved by the
27 Court, deemed void, or does not otherwise take effect, Wells Fargo does not waive, but rather
28 expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all

1 procedural and factual grounds, including without limitation the ability to (a) assert that members
2 of the putative class and representative group are subject to arbitration agreements and associated
3 class and representative action waivers; and (b) challenge class and/or representative action
4 treatment on any grounds or assert any and all defenses or privileges. The Class Representative
5 and Class Counsel agree that Wells Fargo retains and reserves these rights, and agree not to take
6 positions to the contrary; specifically, the Class Representative and Class Counsel agree not to
7 argue or present any argument, and hereby waive any argument, that this Stipulation estops or
8 otherwise precludes from Wells Fargo asserting its rights (to the extent any such rights exist,
9 which the Class Representative denies) under arbitration agreements and/or contesting class and/or
10 representative treatment on any grounds if this Litigation were to proceed.

11 **II. The Parties to this Stipulation.**

12 This Stipulation is made and entered into by and among the Settling Parties with the
13 assistance of their respective counsel of record. This Stipulation is intended by the Settling Parties
14 to fully, finally and forever resolve, discharge and settle the Released Claims and PAGA Released
15 Claims upon and subject to the terms and conditions hereof. This Stipulation is also intended to
16 result in the resolution with prejudice of the underlying Litigation. This Stipulation is intended to
17 and will also result in the execution of a general release of all claims of any nature held by the
18 Class Representative.

19 **III. The Litigation.**

20 Plaintiff Alyson Scorby filed the Complaint initiating the Litigation against Wells Fargo in
21 California Superior Court for the County of Marin on or about February 25, 2021. Plaintiff filed a
22 First Amended Complaint on or about April 15, 2021, and Plaintiff filed the operative Second
23 Amended Complaint on or about July 15, 2021. Plaintiff asserts putative class action claims under
24 the California Business and Professions Code and the California Labor Code, alleging failure to
25 reimburse expenses. Plaintiff also asserts representative claims for civil penalties for failure to
26 reimburse expenses under the California Labor Code Private Attorneys General Act ("PAGA").

27 Counsel for Wells Fargo and Class Counsel, both of whom are experienced in this type of
28 case, attended a mediation session on April 29, 2022, with David Rotman, Esq., an experienced

1 mediator knowledgeable of both wage and hour laws and the class and representative claims at
2 issue in this Litigation. Before the mediation, the Settling Parties exchanged significant
3 documents and information, including Wells Fargo's policies, data regarding the number of non-
4 exempt Wells Fargo employees, and their total work months in the pertinent period, among other
5 information. Plaintiff and her Counsel agree that they had sufficient information to assess this
6 Litigation. After the mediation, the parties continued to negotiate in bilateral fashion subject to
7 the mediation privilege. Eventually, the Settling Parties agreed to the principal terms of this
8 Stipulation and signed a binding term sheet.

9 This Stipulation is intended to result in the creation of a Class, for settlement purposes
10 only, comprised of all California employees of Wells Fargo Bank, N.A., as well as all California
11 employees of Wells Fargo affiliated entities, who accessed Wells Fargo's Virtual Private Network
12 during the period from March 1, 2020 to May 31, 2022 (the "Class Period"). Notwithstanding the
13 foregoing, the proposed Class, for settlement purposes only, does not include (a) Wells Fargo
14 internal counsel working on or otherwise assisting with the defense of this case and all personnel
15 actively assisting or otherwise consulting with Wells Fargo internal and external counsel on this
16 Litigation, as well as all Wells Fargo officers and directors as well as other executives with
17 authority for making decisions related to this Litigation or the policies at issue in this Litigation; or
18 (b) Tiffany Calderon and Lilia Sanchez. (All of the people above were expressly excluded from
19 the class definition in the original and all subsequent iterations of the complaint in the Litigation).
20 Further conditions and definitions of the Class are set forth below.

21 Solely for the purpose of settling this case, the Settling Parties stipulate and agree that the
22 requirements for establishing provisional class certification have been met and are met. If this
23 Settlement is not approved by the Court for any reason, Wells Fargo reserves its rights to contest
24 class and/or representative claims and the parties shall revert to the respective positions they held
25 prior to entering into the Stipulation.

26 This Stipulation, if approved by the Court, will result in the termination with prejudice of
27 the Litigation through the entry of the Judgment, and the release of all Released Claims for all
28

1 Settlement Class Members and all PAGA Released Claims for all Aggrieved Employees. The
2 Class Representative will also execute a general release of all claims.

3 **IV. Wells Fargo's Denial of Wrongdoing or Liability.**

4 Wells Fargo denies all of the claims and contentions alleged by the Class Representative in
5 the Litigation. Nonetheless, Wells Fargo has concluded that further conduct of the Litigation
6 would be protracted and expensive, and that it is desirable that the Litigation be fully and finally
7 settled in the manner and upon the terms and conditions set forth in this Stipulation. Wells Fargo
8 has also taken into account the uncertainty and risks inherent in any litigation, and particularly
9 class and/or representative litigation. Wells Fargo has therefore determined that it is desirable and
10 beneficial that the Litigation be settled now in the manner and upon the terms and conditions set
11 forth in this Stipulation.

12 Plaintiff and Plaintiff's Counsel agree that this Settlement will not be deemed any
13 admission of liability or wrongdoing on the part of Wells Fargo, and that it may not be used in any
14 proceeding to such an effect. For example, this Settlement (whether or not it is ultimately
15 approved by the Court) may not be used in any way by Plaintiff, any Class Member, or any third
16 party to establish that Wells Fargo violated any applicable wage and hour law, including, without
17 limitation, those pertaining to reimbursement of business expenses. Defendants have expressly
18 denied any such wrongdoing and liability.

19 **V. Claims of the Class Representative and Benefits of Settlement.**

20 The Class Representative and Class Counsel believe that the claims presently asserted in
21 the Litigation have merit, but given the risks and uncertainties of litigation, they have determined
22 that the settlement set forth in the Stipulation is in the best interests of the Class Representative the
23 Class and the State of California (through the LWDA).

24 **VI. Terms of Stipulation and Agreement of Settlement.**

25 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
26 Class Representative (for herself, the Class Members and the State of California (as proxy for the
27 LWDA under PAGA) and Wells Fargo, with the assistance of their respective attorneys of record,
28 that, as among the Settling Parties, including all Class Members, the Litigation and the Released

1 Claims and PAGA Released Claims shall be finally and fully compromised, settled, and released,
2 and the Litigation shall be resolved with prejudice, as to all Settling Parties, upon and subject to
3 the terms and conditions of the Stipulation and the Judgment.

4 1. Definitions.

5 As used in all parts of this Stipulation, the following terms have the meanings
6 specified below:

7 1.1. "Wells Fargo" means Wells Fargo Bank, N.A. "Wells Fargo Releasees"
8 means Wells Fargo and each of its parents, affiliates (including without limitation Wells Fargo &
9 Company and Wells Fargo Clearing Services, LLC dba Wells Fargo Advisors) subsidiaries,
10 predecessors, successors, divisions, joint venturers, attorneys, and assigns and each of these
11 entities' past or present owners, directors, officers, employees, partners, members, principals,
12 agents, insurers, co-insurers, re-insurers, shareholders, attorneys, employee benefit plans,
13 employee benefit plan trustees, fiduciaries, and administrators, and personal or legal
14 representatives.

15 1.2. "Claims Administrator" means the third-party claims administration firm of
16 Rust Consulting, Inc.

17 1.3. "Class" means all California employees of Wells Fargo Bank, N.A., as well
18 as all California employees of Wells Fargo affiliated entities¹, who accessed Wells Fargo's Virtual
19 Private Network during the Class Period. Notwithstanding the foregoing, the Class does not
20 include (a) Wells Fargo internal counsel working on or otherwise assisting with the defense of the
21 Litigation and all personnel actively assisting or otherwise consulting with Wells Fargo internal
22 and external counsel on the Litigation, as well as all Wells Fargo officers and directors as well as
23 other executives with authority for making decisions related to the Litigation or the policies at
24 issue in the Litigation; or (b) Tiffany Calderon and Lilia Sanchez. Wells Fargo represents that the
25

26 ¹ Wells Fargo affiliated entities refers to entities that are affiliates of Wells Fargo & Company that
27 employed personnel in California who accessed the VPN system during the Class Period, and thus
28 includes not only Wells Fargo Bank, N.A. but also other entities such as Wells Fargo Clearing
Services, LLC dba Wells Fargo Advisors. The class size estimate stated in this section includes
employees of both Wells Fargo Bank N.A. and also the covered affiliated entities.

1 Class consists of approximately 25,412 individuals; to the extent that the actual number of
2 individuals in the Class is more than 10% greater than this figure, then Wells Fargo shall so notify
3 Class Counsel, and Wells Fargo will then have the option to either (a) increase the Maximum
4 Settlement Portion for Payments to Participating Claimants in proportion to the amount by which
5 the actual number of individuals in the Class exceeds 25,412 individuals (i.e., the threshold of
6 10% is in this situation not credited toward the increase); or (b) limit the Class and associated
7 preclusive effect of the settlement (by, for example, narrowing the Class Period) to a class
8 consisting of fewer than 27,953 people, i.e., lower than the initial estimated Class size plus the
9 10% threshold amount.

10 1.4. "Class Counsel" means the law firms of WYNNE LAW FIRM and CLAPP
11 & LAUINGER LLP, collectively.

12 1.5. "Class Member" or "Member of the Class" means a Person who is a
13 member of the Class. "Aggrieved Employees" means all Persons who are Class Members.

14 1.6. "Class Notice" or "Notice" or "Notice to Class Members" means a notice to
15 be approved by the Court in the same or substantially the same the form as attached hereto as
16 Exhibit B. The Notice will be formatted by the Claims Administrator, and it will not appear on
17 pleading paper when ultimately mailed to Class Members.

18 1.7. "Class Period" means the period from March 1, 2020 through and including
19 May 31, 2022.

20 1.8. "Class Representative" means Plaintiff Alyson Scorby.

21 1.9. "Court" means the California Superior Court for the County of Marin.

22 1.10. "Effective Date" means the date on which the Judgment becomes Final.

23 1.11. "Final" means the point at which the Judgment has become final and
24 irreversible because the latest of the following dates has occurred: (i) the date of final affirmance
25 on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending
26 appeal from the Judgment; or (iii) the expiration date of the time for the filing or noticing of any
27 form of valid appeal from the Judgment without an appeal having been filed. Notwithstanding the
28 foregoing, any proceeding or order, or any appeal or petition for a writ pertaining solely to the

1 award of attorneys' fees or costs shall not, by itself, in any way delay or preclude the Judgment
2 from becoming Final.

3 1.12. "Final Fairness Hearing" or "Final Approval Hearing" means a hearing set
4 by the Court to take place on or about the date which is approximately forty (40) days after the
5 Notice Response Deadline for the purpose of (i) determining the fairness, adequacy and
6 reasonableness of the Stipulation and associated settlement pursuant to class and representative
7 action procedures and requirements; (ii) awarding attorneys' fees, costs, and enhancement awards;
8 and (iii) entering Judgment.

9 1.13. "Final Fairness Hearing Motion Date" shall mean the date on which the
10 motion for final approval is filed pursuant to Paragraph 2.5.6, and this date shall be approximately
11 16 court days prior to the Final Fairness Hearing.

12 1.14. "Judgment" means the judgment to be rendered by the Court pursuant to
13 this Stipulation, substantially in the form attached hereto as Exhibit D.

14 1.15. "Last Known Address" or "Last Known Addresses" means the most
15 recently recorded mailing address for a Class Member as such information is contained in
16 employment or personnel records maintained by Wells Fargo.

17 1.16. "Litigation" or "the Litigation" means the lawsuit pending in Marin
18 Superior Court, titled *Alyson Scorby v. Wells Fargo Bank, N.A.*, Superior Court of the State of
19 California for the County of Marin, Case No. CIV2100758.

20 1.17. "Total Gross Direct Monetary Value" means the maximum gross amount
21 that Wells Fargo shall pay under the terms of this Stipulation, which is \$7,500,000, except for
22 Payroll Taxes which Wells Fargo shall pay in addition to this amount. This amount shall cover all
23 payments associated with the settlement, except any made as part of the Prospective Relief or for
24 required Payroll Taxes, including (a) the Maximum Settlement Portion for Payments to
25 Participating Claimants; (b) the maximum gross amount for Class Counsel's attorneys' fees to be
26 paid in accordance with the terms set forth in Paragraph 2.8.1, which is \$3,750,000; (c) the
27 maximum gross amount for all of Class Counsel's and the Class Representative's taxable litigation
28 costs, as well as their normal and customary expenses, which shall not exceed \$15,000; (d) the

1 anticipated gross amount for claims administration costs, which is estimated to be \$85,000; (e) the
2 maximum gross amount for the enhancement payment to be made by Wells Fargo to the Class
3 Representative, in accordance with the terms set forth in Paragraph 2.8.2, which is a maximum of
4 \$10,000; and (f) the maximum gross amount paid as consideration to the State of California and
5 Aggrieved Employees for the release of all PAGA Released Claims, which is \$61,841.25 (75%, or
6 \$46,380.94, of which shall be paid to the California Labor Workforce Development Agency, with
7 the remaining 25% (or \$15,460.31) included in the Maximum Settlement Portion for Payments to
8 Participating Claimants). Wells Fargo will not under any circumstances pay more than the Total
9 Gross Direct Monetary Value(except if it elects to proportionally increase the Maximum
10 Settlement Portion for Payments to Participating Claimants pursuant to Paragraph 1.3(a)).
11 Notwithstanding the foregoing, the Total Gross Direct Monetary Value shall not include Payroll
12 Taxes or any other liability Wells Fargo might owe to any government agency or taxing authority
13 by reason of the Settlement, nor shall the imposition of such liability on Wells Fargo be grounds
14 for Wells Fargo to withdraw from this Settlement. The Total Gross Direct Monetary Value does
15 not include the value of Prospective Relief provided in this Stipulation.

16 1.18. "Maximum Settlement Portion for Payments to Participating Claimants"
17 means the maximum amount for payments to Participating Claimants, which is the Total Direct
18 Monetary Value less all other payments provided for in this Stipulation, and which, assuming full
19 approval of the fee, cost and enhancement items set forth above, is estimated to be \$3,593,619.06.

20 1.19. "Notice Mailing Deadline" means the date thirty (30) days after the
21 Preliminary Approval Date.

22 1.20. "Notice Response Deadline" means the date forty-five (45) days after the
23 date that the Claims Administrator mails the Notice to the Class.

24 1.21. "Notice of Entry of Judgment" shall mean a notice the same or substantially
25 the same form as Exhibit E to this Stipulation. The Class Representative and Class Counsel agree
26 that this notice shall be sufficient notice of the entry of judgment and/or dismissal pursuant to
27 California Rule of Court 3.770(c).

28 1.22. "Opt Out" or "Opt Outs" means Class Members who submit written

1 requests, in the form specified in the Class Notice, to be excluded from the Settlement Class.

2 1.23. "Opt Out Request" means a written request by a Class Member to be
3 excluded from the Settlement Class, in the form specified in the Class Notice.

4 1.24. "Order of Final Approval" or "Order Granting Final Approval of
5 Settlement" means an order to be entered and filed by the Court, in the same or substantially the
6 same form attached hereto as Exhibit C.

7 1.25. "Participating Class Member" or "Participating Claimant" means a Class
8 Member who does not submit a timely request to opt out of the class, and thus becomes a
9 Settlement Class Member.

10 1.26. "Payroll Taxes" shall mean the payroll taxes and associated payments that
11 an employer is required to make when making wage payments to employees, i.e., the employer
12 share of the payroll tax.

13 1.27. "Person" means a natural person.

14 1.28. "Preliminary Approval Date" means the date on which the Court enters the
15 Preliminary Approval Order.

16 1.29. "Preliminary Approval Order" means an order executed and filed by the
17 Court in the same or substantially the same form attached hereto as Exhibit A.

18 1.30. "Prospective Relief" is the set of measures that Wells Fargo agrees to take
19 with respect to the Settlement Class Members as a result of this contractual agreement upon the
20 occurrence of the Effective Date, which is as follows: notwithstanding the release of the Released
21 Claims, each Settlement Class Member will be eligible to submit to Wells Fargo any previously
22 unreimbursed reasonable and necessary business expenses they have incurred during the Class
23 Period without regard to any express or implied deadlines to submit those expenses under Wells
24 Fargo's reimbursement policy and instead subject to the deadline in subsection (c) below. Wells
25 Fargo will process Settlement Class Members' submissions pursuant to its California Covid
26 expense reimbursement policy and provide reimbursement pursuant to that policy, provided that
27 (a) the Settlement Class Member must provide documentation reasonably establishing that the
28 expense was incurred for, and allocable to, Wells Fargo remote work during the Class Period; (b)

1 the eligible and properly documented expenses that are submitted exceed the amount paid (or to be
2 paid) to the Settlement Class Member from the Maximum Settlement Portion for Payments to
3 Participating Claimants (i.e., the Settlement Class Member's Settlement Sum will be credited to
4 the benefit of Wells Fargo against any such submission); and (c) the submission is made within
5 180 days from the date of issuance of the Class Notice. Following the issuance of the Judgment in
6 the Litigation, and through a statement in the Notice of Entry of Judgment, Wells Fargo will
7 advise the Settlement Class Members of their ability to seek and obtain reimbursement (as Wells
8 Fargo contends it has done in the past), under the procedure set forth in Wells Fargo's then-
9 existing reimbursement policy, for reasonable and properly documented home internet expenses
10 incurred in California and allocable to work purposes when the Settlement Class Member was,
11 during the Class Period, working remotely on a non-voluntary basis, i.e., in situations in which the
12 Settlement Class Member did not freely choose to work remotely but was instead compelled to do
13 so by a Wells Fargo or governmental directive, to the extent such expenses sought exceed the
14 Settlement Sum for that Settlement Class Member.

15 1.31. "Prospective Relief Value" means the estimated potential value of the
16 Prospective Relief that the Settling Parties have agreed to for purposes of the settlement, which is
17 \$4,880,000.

18 1.32. A "Reasonable Address Verification Measure" means the utilization of the
19 National Change of Address Database maintained by the United States Postal Service to review
20 the accuracy of and, if possible, update a mailing address.

21 1.33. "Released Claims" means any and all claims, demands, rights, liabilities
22 and causes of action of every nature and description whatsoever, including without limitation
23 statutory, constitutional, contractual or common law claims, against the Wells Fargo Releasees, or
24 any of them, including without limitation claims for wages, reimbursement, damages, unpaid
25 costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,
26 restitution, or equitable relief, and including without limitation any unknown claims, arising
27 during the period from March 1, 2020 through the entry of Judgment for: (a)(i) failure to
28 reimburse remote work (including without limitation work-from-home) expenses; (ii) penalties

1 related to failure to reimburse remote work (including without limitation work-from-home)
2 expenses; and (iii) to the extent not covered above, any claims pled in, or reasonably arising out of
3 the facts alleged in, the Second Amended Complaint in the Litigation. The Released Claims shall
4 include, without limitation, claims under California Labor Code section 2802 and California
5 Business and Professions Code section 17200 *et seq.* (“UCL”), with Labor Code section 2802 as
6 the predicate violation to the UCL claims, and Released Claims shall also include, without
7 limitation, (b) any and all claims alleging statutory violations arising from the same categories of
8 allegations set forth above in Paragraph 1.33(a), including without limitation claims under the
9 California Labor Code, any applicable California Industrial Welfare Commission Wage Orders,
10 and the UCL; (c) any and all claims for penalties or liquidated damages or other available
11 remedies arising from the categories of allegations set forth above in Paragraph 1.33(a) and (b);
12 and (d) any and all claims for interest, costs, or attorneys’ fees arising from the categories of
13 allegations set forth above in Paragraph 1.33(a) and (b). “PAGA Released Claims” shall mean all
14 claims for civil penalties, fees, costs or interest, pled in, or reasonably arising out of the facts
15 alleged in, the Second Amended Complaint in the Litigation under the California Private
16 Attorneys General Act of 2004, codified at California Labor Code sections 2698 *et seq.*, accruing
17 during the Class Period, whether known claims or unknown claims, against any and all of the
18 Wells Fargo Releasees. For the release of the PAGA Released Claims, the Aggrieved Employees
19 and the State of California are being granted consideration, which is already part of, and not in
20 addition to, the Maximum Settlement Payment Amount, and which is in the total amount of
21 \$15,460.31 to be divided per capita among all Aggrieved Employees (herein the “Aggrieved
22 Employee Payment”), and \$46,380.94 which shall be paid to the California Labor and Workforce
23 Development Agency pursuant to this Stipulation. This Stipulation represents a good faith
24 compromise of disputed claims and therefore the provisions of California Labor Code Section
25 2804 do not apply, and if the Settlement is approved, the Judgment will so provide, and Section
26 2804 will not affect or impede the effectiveness of the Stipulation as a whole of the Judgement.

27 1.34. “Settlement Class” or “Settlement Class Members” means the group of all
28 Class Members who do not opt out of the Class by submitting Opt Out Requests pursuant to

Paragraph 2.5.1, and thus means the collective group of all of the Class Members who will become subject to and bound by the Judgment if the Effective Date occurs. A "Settlement Class Member" is a Person who is a member of the Settlement Class, and Settlement Class Member and Participating Claimant have the same meaning. (It is understood and agreed that Class Members cannot opt out of the PAGA portion of the settlement, and thus a Class Member who submits a valid Opt Out will remove him or herself from the class portion of the settlement only and still be subject to the release of the PAGA Released Claims.)

1.35. "Settlement Sum" means the total, gross amount due to an individual Participating Claimant, which is the quotient of the Maximum Settlement Portion for Payments to Participating Claimants divided by the number of Class Members. As such, if the number of Class Members is 25,412, and the fee, cost, LWDA payment and enhancement awards are awarded by the Court in the full amounts set forth above, then each Settlement Class Member's Settlement Sum would be \$141.41.

1.36. "Settling Parties" means (a) Wells Fargo, on the one hand; and (b) the Class Representative on behalf of herself and all Members of the Settlement Class and the State of California (with respect to the PAGA claims), on the other hand.

1.37. "Stipulation" means this agreement and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval.

1.38. "Unknown Claims" or "unknown claims" means those Released Claims which the Class Representative, and/or Class Member, does not know or suspect to exist in her favor. California Civil Code § 1542 provides:

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

The Class Representative and/or Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the

1 subject matter of the Released Claims, but the Class Representative and Settlement Class
2 Members, upon the Effective Date, shall be deemed to have, and by operation of the Judgment
3 shall have, fully, finally, and forever settled and released all Released Claims including Unknown
4 Claims. It is understood and agreed that Unknown Claims include only those claims that meet the
5 definition of Released Claims. As such, for example, Unknown Claims do not include claims for
6 wrongful termination or workplace injury.

7 1.39. "Updated Address" means a mailing address that was updated via a
8 Reasonable Address Verification Measure or via an updated mailing address provided by the
9 United States Postal Service or a Class Member.

10 2. The Settlement.

11 2.1. *Consideration to Settlement Class Members*

12 2.1.1. Within five (5) days of the Effective Date, and only if the Effective Date
13 occurs, Wells Fargo, through the Claims Administrator, and according to the terms, conditions,
14 and procedures set forth in this Stipulation, shall pay each Participating Claimant his or her
15 Settlement Sum. Within thirty (30) day of the entry of the Judgment, Wells Fargo shall fund the
16 Qualified Settlement Fund through the Claims Administrator in an account bearing interest, and
17 the interest earned on each component of the Total Gross Direct Monetary Value will be added to
18 those components when paid. It is understood and agreed that if there is an appeal from the
19 Judgment, Class Counsel may seek an increased allocation of the Total Gross Direct Monetary
20 Value to attorney fees and costs to cover fees and costs incurred in such an appeal, and further,
21 Class Counsel may ask the Court to award it some or all of the interest earned on the Settlement
22 Sums. Absent such a request and associated approval, the interest earned on the Settlement Sums
23 shall be distributed equally to (and paid with) the Settlement Sums of each Settlement Class
24 Member, and the interest earned on the attorney fee and cost awards shall be paid to Class
25 Counsel.

26 2.1.2. The Settlement Sums shall be allocated for reporting reasons as follows:
27 75% shall be deemed payment for unreimbursed business expenses, and 25% shall be deemed
28 payment for interest and civil penalties.

1 2.1.3. As further detailed in this Section 2, Wells Fargo, itself or through the
2 Claims Administrator, will report each payment made pursuant to this Stipulation to government
3 authorities, including the Internal Revenue Service, as required by law, and it shall make any
4 required deductions and/or withholdings. Wells Fargo shall be responsible for paying any
5 required Payroll Taxes, and Wells Fargo shall make any such payments in addition, i.e., on top of,
6 the payment of the Settlement Sums, even if such payments cause Wells Fargo's total payments to
7 exceed the Total Gross Monetary Recovery.

8 2.1.4. Only Participating Claimants are entitled to any payment of a Settlement
9 Sum under this Stipulation and the associated Judgment, provided however, that all Opt Outs will
10 receive their per capita portion of the Aggrieved Employee Payment.

11 2.2. *Taxes*

12 2.2.1. The portion of the payments for unreimbursed expenses shall be subject
13 to required withholdings and deductions, and so the net amounts payable will be less than the
14 gross amounts and will be reported as required by law. The portion of the payments for interest
15 and civil penalties shall not be subject to required withholdings and deductions. Except as set
16 forth above, Wells Fargo will not, unless otherwise required by law, make any deductions,
17 withholdings or additional payments from the Settlement Sum of any Participating Claimant,
18 including without limitation medical or other insurance payments or premiums, employee 401(k)
19 contributions or matching employer contributions, wage garnishments, or charity withholdings.
20 Any amount paid to Participating Claimants shall not create any credit or otherwise affect the
21 calculation of any premium overtime rate, deferred compensation, benefit, or other compensation
22 plan provided by Wells Fargo.

23 2.2.2. Other than the reporting and withholding requirements set forth in
24 Paragraphs 2.1.3 and 2.2.1, the Participating Claimants shall be solely responsible for the
25 reporting and payment of any federal, state and/or local income or other tax or any other
26 withholdings, if any, on any of the payments made pursuant to this Stipulation. Wells Fargo and
27 Class Counsel make no representations, and it is understood and agreed that Wells Fargo and
28 Class Counsel have made no representations, as to the taxability of any portions of the settlement

1 payments to any Participating Claimants, the payment of any costs or attorneys' fee awards, any
2 payments to the Class Representative, or any other payments made pursuant to this Stipulation.
3 The Notice will advise Class Members that they can seek their own tax advice prior to acting in
4 response to that notice.

5 2.3. *Approval of Notice to the Class and Scheduling of a Final Fairness*
6 *Hearing.*

7 2.3.1. The Class Representative, through Class Counsel, shall file this
8 Stipulation with the Court and move for preliminary approval of this Stipulation. (Class Counsel
9 will provide an advance copy of this motion to counsel for Wells Fargo at least five (5) days
10 before filing and will address any concerns raised by counsel for Wells Fargo.) Via this
11 submission, the Class Representative, through Class Counsel, will request that the Court enter the
12 Preliminary Approval Order thereby scheduling the Final Fairness Hearing for the purposes of
13 granting final approval of this Stipulation and entering Judgment. Via this same motion, the Class
14 Representative, through Class Counsel, shall advise the Court of the agreements set forth in
15 Paragraphs 2.8.1 and 2.8.2 of this Stipulation. Class Counsel will also submit a copy of this
16 Stipulation to the LWDA consistent with the procedure and deadlines set forth in California Labor
17 Code section 2699(1)(2), and if the Judgment is entered, Class Counsel will provide a copy of the
18 Judgment to the LWDA consistent with the procedure and deadlines set forth in California Labor
19 Code section 2699(1)(3).

20 2.3.2. The Class Representative shall endeavor to notice the motion for entry of
21 the Preliminary Approval Order described in Paragraph 2.3.1 for a hearing before the Court as
22 soon as possible, subject to Court availability. Failure of the Court to enter the Preliminary
23 Approval Order in its entirety or in a substantially similar form following the efforts of the
24 Settling Parties to obtain such entry will be grounds for Wells Fargo to terminate the settlement
25 and the terms of this Stipulation.

26 2.3.3. If the Court enters the Preliminary Approval Order more than twenty (20)
27 days after the hearing date for the motion for preliminary approval, Class Counsel and counsel for
28 Wells Fargo shall meet and confer to reach agreement on any necessary revisions of the deadlines

1 and timetables set forth in this Stipulation. In the event that the Settling Parties fail to reach such
2 agreement, any of the Settling Parties may apply to the Court via a noticed motion for
3 modification of the dates and deadlines in this Stipulation, provided that such a request to the
4 Court may seek only reasonable modifications of the dates and deadlines contained in this
5 Stipulation and no other changes.

6 2.3.4. If the Court enters the Preliminary Approval Order, then at the resulting
7 Final Fairness Hearing, the Class Representative and Wells Fargo, through their counsel of record,
8 shall address any written objections from Class Members, any concerns from Class Members who
9 attend the hearing, and any concerns of the Court. Unless the Stipulation is terminated or voided
10 per its terms, the Settling Parties and their counsel will seek, and take all reasonable steps to obtain
11 approval of the Stipulation and entry of the Judgment by the Court.

12 2.4. *Notice to Class Members.*

13 2.4.1. If, by entering the Preliminary Approval Order, the Court provides
14 authorization to send the Class Notice to Class Members, Wells Fargo, through the Claims
15 Administrator, will facilitate the mailing of the Notice to all Class Members at their Last Known
16 Addresses. The Notices shall be mailed via first class mail through the United States Postal
17 Service, postage pre-paid. The Notice shall include instructions on how a Class Member can
18 submit an Opt Out Request. No other materials will be included with the mailings enclosing these
19 notices. No Settling Party shall send any other materials to any Class Member, provided that
20 Class Counsel may respond to individual inquiries from Class Members, and provided further that
21 Wells Fargo may communicate with Class Members who are currently employed by Wells Fargo
22 in the normal course of business, including with respect to this settlement; provided, however, that
23 Wells Fargo shall use commercially reasonable efforts to ensure that any such communications (a)
24 refer the employee to the Class Notice for details regarding the settlement; (b) do not encourage
25 the employee to opt out of or object to the settlement or any term thereof, including without
26 limitation attorneys' fees, costs, or class representative awards; and (c) assure the employee that
27 participating in the settlement will have no adverse impact on their employment by Wells Fargo.

1 2.4.2. The Notices and their envelopes or coverings shall be marked to denote
2 the return address of the Claims Administrator as set forth on the change of address form in the
3 Notice.

4 2.4.3. Wells Fargo shall compile information respecting the name, Last Known
5 Address, Social Security Number, and the Settlement Sum for each Class Member for the Claims
6 Administrator so that the Claims Administrator can state in the Notice each individual's expected
7 gross Settlement Sum in the Notice, engage in the processing and mailing of each Notice, and
8 carry out the associated notice and payment process. This name, address and Social Security
9 Number information will not be provided to the Class Representative or Class Counsel. By
10 preliminarily approving this settlement, the Court will be deemed to have authorized Wells Fargo
11 to provide the Claims Administrator with the class list data and Social Security Number of each
12 Class Member. The eligibility of a Class Member to be included in the Class and the associated
13 calculation of the Class size and thus Settlement Sum will be determined by reference to Wells
14 Fargo records, which shall be presumed to be correct. Wells Fargo shall provide the amount of the
15 Settlement Sum as well as the Last Known Address and Social Security Number for each Class
16 Member to the Claims Administrator within twenty-one (21) days after the Preliminary Approval
17 Date.

18 2.4.4. Prior to mailing the Notice to each Class Member, the Claims
19 Administrator shall include in the space provided on each such notice the estimated gross
20 Settlement Sum.

21 2.4.5. Prior to mailing the Notice to each Class Member, the Claims
22 Administrator shall undertake a Reasonable Address Verification Measure to ascertain the current
23 accuracy of the Last Known Address of each Class Member. To the extent this process yields an
24 Updated Address, that Updated Address shall replace the Last Known Address and be treated as
25 the new Last Known Address for purposes of this Stipulation and for subsequent mailings in
26 particular.

1 2.4.6. The Notice Mailing Deadline is the last date for the Claims Administrator
2 to mail the Notices to the Last Known Address of each Class Member and post the Notices on the
3 website established per this Stipulation.

4 2.4.7. All costs of the mailing described in Paragraph 2.4.1 (including, for
5 example, the fees charged by the Claims Administrator, the cost of the envelopes in which the
6 Notice will be mailed, the cost of reproducing the Notice, the cost of postage to send the Notice,
7 and the costs of maintaining the website established per this Stipulation), shall be included in the
8 portion of the Total Gross Direct Monetary allocated for claims administration costs.

9 2.4.8. Unless the Claims Administrator receives a Notice returned from the
10 United States Postal Service for reasons discussed below in this paragraph, each Notice shall be
11 deemed mailed and received by the Class Member upon mailing. In the event that subsequent to
12 the first mailing of a Notice, and prior to the Notice Response Deadline, a Notice is returned to the
13 Claims Administrator by the United States Postal Service with a forwarding address for the
14 recipient, the Claims Administrator shall re-mail that Notice to the forwarding address, that Notice
15 will be deemed mailed and received at that point, and the forwarding address shall be deemed the
16 Updated Address for that Class Member. In the event that subsequent to the first mailing of a
17 Notice, and prior to the Notice Response Deadline, a Notice is returned to the Claims
18 Administrator by the United States Postal Service because the address of the recipient is no longer
19 valid, e.g., the envelope is marked "Return to Sender," the Claims Administrator shall undertake
20 another Reasonable Address Verification Measure to attempt to ascertain the current address of
21 the particular Class Member in question and, if such an address is ascertained, the Claims
22 Administrator will re-send that Notice within five (5) days of receiving such information. If no
23 Updated Address is obtained for that Class Member through this second effort, the Notice shall be
24 sent again to the Last Known Address, and in either event, the Notice shall be deemed received
25 once it is mailed for the second time. In the event that subsequent to the second mailing of a
26 Notice, and on or after the Notice Response Deadline, a Notice is returned to the Claims
27 Administrator by the United States Postal Service because the address of the recipient is no longer
28 valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall be required

1 to take no further action with that Notice and it shall be deemed to have been delivered. Nothing
2 in this Paragraph 2.4.8 shall be deemed to extend the Notice Response Deadline.

3 2.4.9. Prior to the mailing of the Notice, the Claims Administrator shall set up
4 and activate a dedicated website, accessible to Class Members only to the extent possible, for this
5 settlement and include information for Class Members, including posting relevant documents such
6 as the Preliminary Approval Order, the Notice, and eventually when issued, the Judgment and the
7 Notice of Entry of Judgment as well as Class Counsel's contact information as set forth in the
8 Class Notice.

9 2.5. *Responses to the Notice; Motion for Final Approval.*

10 2.5.1. Class Members may elect to "opt out" of the Class and thus exclude
11 themselves from the Class. Class Members who wish to exercise this option must mail to the
12 Claims Administrator a timely, fully completed Opt Out Request consistent with the instructions
13 contained in the Notice. Class Members who do not properly submit Opt Out Requests
14 postmarked on or before the Notice Response Deadline shall be deemed Members of the
15 Settlement Class and will be deemed to have forever waived their right to opt out of the
16 Settlement. Class Members who properly submit Opt Out Requests shall have no further role in
17 the Litigation, and for all purposes they shall be regarded as if they never were parties to this
18 Litigation, except that they shall release their PAGA Released Claims. To the extent that any
19 Class Members properly submit Opt Out Requests, the funds that would have been allocated to
20 them for payment of the Settlement Sums shall remain the property of Wells Fargo, except that
21 they shall receive their proportionate share of the Aggrieved Employee Payment. The Class
22 Representative shall not opt out of the Settlement, and as such, the Class Representative will not
23 be send a notice.

24 2.5.2. Class Members who have not submitted a valid Opt Out Request have the
25 option to continue to participate in this Litigation (and the Settlement set forth herein) at their own
26 expense by obtaining their own attorney(s). Class Members who choose to be represented by their
27 own attorney(s) in this Litigation will be responsible for any attorneys' fees or costs incurred as a
28 result of this election.

1 2.5.3. Class Members who have not submitted a valid Opt Out Request may
2 object to the Stipulation by submitting written objections to the Claims Administrator no later than
3 the Notice Response Deadline. The Notice shall advise Class Members of this option.

4 2.5.4. Class Members who, for future reference and mailings from the Court or
5 Claims Administrator, if any, wish to change the name or address listed on the envelope in which
6 the Notice was first mailed to them, may (a) add their new address information to a timely
7 submitted Opt Out Request; or (b) call or email the Claims Administrator to provide new name or
8 address information. All name or address change requests must be postmarked or received on or
9 before the Notice Response Deadline. To the extent that a Class Member requests a replacement
10 Notice or associated forms prior to the Notice Response Deadline, the Claims Administrator shall
11 provide that Class Member with a replacement Notice.

12 2.5.5. The Claims Administrator shall immediately provide any objections to
13 the Settling Parties, who shall subsequently provide them to the Court during the final approval
14 process. The Settling Parties agree to respond to any objections at a hearing before the Court, and
15 may submit a written response to the Court prior to the final approval hearing.

16 2.5.6. Prior to the Final Fairness Hearing and consistent with the rules imposed
17 by the Court, the Class Representative shall move the Court for entry of the Order of Final
18 Approval (and the associated entry of Judgment). Class Counsel shall provide an advance copy of
19 this motion to Wells Fargo for comment in the same manner as prescribed for the Motion for
20 Preliminary Approval. Through this motion, the Class Representative shall advise the Court of the
21 agreements in Paragraphs 2.8.1 and 2.8.2 of this Stipulation. The Class Representative and Class
22 Counsel shall be responsible for justifying the agreed upon payments set forth in Paragraphs 2.8.1
23 and 2.8.2 of this Stipulation. The Settling Parties shall make all reasonable efforts to secure entry
24 of the Order of Final Approval. If the Court rejects the Stipulation, or fails to enter the Order of
25 Final Approval, or enter the Judgment, Wells Fargo shall have the option to void this Stipulation
26 *ab initio*, and if it does so, Wells Fargo shall have no obligations to make any payments under the
27 Stipulation. In the event that the Stipulation becomes void for this or any other reason, Wells
28 Fargo agrees to pay the reasonable fees and costs already incurred by the Claims Administrator

1 and retains all rights to challenge all claims and allegations in the Litigation upon all procedural
2 and factual grounds, including without limitation the ability to challenge class or collective action
3 treatment on any grounds or assert any and all defenses.

4 2.6. *Timing of Payment to Claimants.*

5 2.6.1. Within thirty (30) day of the entry of the Judgment, Wells Fargo will
6 transmit to the Claims Administrator funds in the amount of the total of (a) the gross amount all
7 Settlement Sums payable to all Participating Claimants plus funds for the Opt Outs' portions of
8 the Aggrieved Employee Payment through the Claims Administrator; (b) the total awarded
9 amount of attorney fee and costs for Class Counsel; and (c) the other approved components of the
10 Total Gross Direct Monetary Value. The Claims Administrator shall place these funds in a
11 Qualified Settlement Account. The Qualified Settlement Account will be an account bearing
12 interest, unless counsel for the Settling Parties otherwise agree due to the cost of maintaining such
13 an account, and any interest accrued in the Qualified Settlement Account shall be paid out in
14 accordance with Paragraph 2.1.1.

15 2.6.2. Within five (5) days of, and only after, the Effective Date, Wells Fargo,
16 through the Claims Administrator, shall (a) pay to each Participating Claimant his or her
17 respective Settlement Sum, less any required withholdings, and (b) pay to each Opt Outs his or her
18 portion of the Aggrieved Employee Payment. In addition, with either that payment or in a
19 separate mailing as determined by Wells Fargo, the Claims Administrator shall provide each
20 Settlement Class Member with the Notice of Entry of Judgment.

21 2.6.3. In accordance with the terms of Paragraphs 2.1.1 and 2.1.2, Wells Fargo,
22 through the Claims Administrator, shall issue to each Participating Claimant a check or checks
23 from an account administered by the Claims Administrator but funded by Wells Fargo, less any
24 required withholdings. Wells Fargo, through the Claims Administrator, shall mail such checks to
25 each Participating Claimant at his or her Last Known Address, or Updated Address if obtained, on
26 or before the date which is five (5) days after the Effective Date. For any checks returned as
27 undeliverable, the Claims Administrator shall undertake a Reasonable Address Verification
28

1 Measure, for the Participating Claimant in question, and such checks shall be re-mailed to the
2 updated address if one is obtained.

3 2.6.4. Checks issued to Participating Claimants pursuant to this Agreement shall
4 state that they shall remain negotiable for a period of 180 days from the date of mailing. If a
5 check has not been cashed within thirty (30) days of issuance, the Claims Administrator shall send
6 the Participating Claimant a letter or postcard reminder explaining that the check was already sent,
7 and reiterating the deadline for cashing the check and providing information on how to request a
8 replacement check. The funds associated with any checks that remain uncashed after 180 days
9 shall be sent to the California State Controller's Unclaimed Property Division in the name of
10 pertinent Settlement Class Member. Participating Claimants who fail to negotiate their settlement
11 checks in a timely fashion shall remain subject to the terms of the Judgment.

12 2.6.5. Following the initial mailing of the payments pursuant to Paragraph 2.6.3,
13 the Claims Administrator shall provide counsel for the Settling Parties with a written confirmation
14 that such payments have been made. Upon receipt of this confirmation, Class Counsel will file a
15 notice or acknowledgement of satisfaction of judgment with the Court in the Litigation on behalf
16 of the Class Representative and the Settlement Class.

17 2.7. *Releases and Dismissals.*

18 2.7.1. Upon the Effective Date, the Class Representative and each of the
19 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have,
20 fully, finally, and forever released, relinquished, and discharged all Released Claims.

21 2.7.2. Upon the Effective Date, the Class Representative, all Aggrieved
22 Employees, and the State of California shall be deemed to have, and by operation of the Judgment
23 shall have, fully, finally, and forever released, relinquished, and discharged all PAGA Released
24 Claims. The Settling Parties agree that Wells Fargo's payment of the Aggrieved Employee
25 Payment and Wells Fargo's payment to the California Labor and Workforce Development
26 Agency, per the terms of this Stipulation, are appropriate and proper consideration for the release
27 of the PAGA Released Claims.

28 2.8. *Payment of Costs, Attorneys' Fees, and Class Representative*

1 *Enhancements.*

2 2.8.1. Class Counsel shall be entitled, subject to Court approval and the
3 occurrence of the Effective Date, to an award of reasonable attorneys' fees and litigation costs and
4 associated expenses, not to exceed the amounts specified herein. Subject to Court approval, Class
5 Counsel may seek a gross amount up to, but not to exceed, \$3,750,000 for all attorneys' fees, and
6 a gross amount not to exceed \$15,000 for all taxable litigation costs and customary expenses. The
7 Class Representative and Class Counsel agree that they shall be responsible for justifying their
8 requested fee, cost, and enhancement awards to the Court, and they agree to submit the necessary
9 materials to justify the requested fee, cost and enhancement awards along with an
10 application/motion for approval of fees and costs prior to the Final Fairness Hearing. Wells Fargo
11 agrees not to oppose any submission regarding, or request for approval of, an award of attorneys'
12 fees, costs, and expenses, provided that it is consistent with this Paragraph 2.8.1 of this Stipulation
13 and, in particular, provided that Wells Fargo not be required to pay any more than \$3,765,000 in
14 total to Class Counsel for all attorneys' fees, costs, and expenses combined, except in the event of
15 an appeal and Class Counsel seek additional fees, costs and/or interest as a result of such appeal,
16 provided such additional fees would come from the Total Gross Direct Monetary Value and not in
17 addition to it. In the event that the Court (or an appellate court) awards less than the requested
18 amounts for attorneys' fees, costs and expenses, only the awarded amounts shall be paid and shall
19 constitute full satisfaction of any claims for attorneys' fees, costs and expenses in the Litigation,
20 and any remaining or unawarded portion of the maximum gross amount for attorneys' fees, costs,
21 or expenses shall be added to the Settlement Sums of each of the Participating Claimants in an
22 equally divided amount. As provided in paragraph 1.11 above, any such appeal shall not delay or
23 preclude the Judgment from becoming Final. If the Effective Date occurs, no more than five (5)
24 days after the Effective Date, Wells Fargo shall make payment of any attorneys' fees, costs, and
25 expenses awarded by the Court pursuant to this Paragraph 2.8.1 to Class Counsel through the
26 Claims Administrator, and prior to Wells Fargo making this payment, Class Counsel shall provide
27 counsel for Wells Fargo and the Claims Administrator with the pertinent taxpayer identification
28 numbers for the payees and Form(s) W-9. Other than any reporting of this fee payment as

1 required by this Stipulation or law, which Wells Fargo shall make, Class Counsel and the Class
2 Representative shall alone be responsible for the reporting and payment of any federal, state
3 and/or local income or other form of tax on any payment made pursuant to this paragraph.
4 Payments awarded and made pursuant to this paragraph shall constitute full satisfaction of any
5 claim for attorneys' fees, costs, and/or expenses incurred in this Litigation, and the Class
6 Representative and Class Counsel, on behalf of themselves and all Settlement Class Members,
7 agree that they shall neither seek nor be entitled to any additional attorneys' fees, costs, or
8 expenses under any theory, nor shall they seek amounts in excess of those specified herein. As set
9 forth above, in the event of an appeal from the Judgment, Class Counsel may seek additional
10 reasonable, fees and costs incurred in the appeal, if Class Counsel prevails in the appeal, provided
11 such funds would come from the Total Gross Direct Monetary Value and thus decrease the
12 Maximum Settlement Portion for Payments to Participating Claimants. No party shall be deemed
13 the prevailing party in the Litigation for any purpose.

14 2.8.2. Within five (5) days of the Effective Date, and the execution of the general
15 releases discussed below, whichever is later, Wells Fargo, through the Claims Administrator, will
16 forward a check payable to the Class Representative, in her personal capacity only and via Class
17 Counsel, in the gross amount of ten thousand United States dollars (\$10,000); provided, however,
18 that if the Court approves a lesser amount, payment shall be in such amount as the Court orders.
19 This payment shall be the total compensation and consideration for (i) such individual's efforts as
20 Class Representative in the Litigation; and (ii) her execution of a full, general release to the benefit
21 of Wells Fargo. This full and general release shall be executed immediately following the Order
22 granting Preliminary Approval, subject to the eventual occurrence of the Effective Date, and
23 through it, the Class Representative (on her own behalf only, and not on behalf of the Class or any
24 members of the class) shall release, acquit, and discharge the Wells Fargo Releasees from any and
25 all claims, demands, claims for costs and attorneys' fees, or causes of action of any kind
26 whatsoever (upon any legal or equitable theory whether contractual, common law, statutory,
27 federal, state or otherwise), whether known or unknown, that arose, accrued or took place at any
28 time on or prior to the date on which the full and general release is executed, including without

1 limitation all claims pled in the Litigation, which will also be released per the Judgment. Through
2 the full and general release discussed in this Paragraph 2.8.2, the Class Representative will
3 expressly waive the benefit of Section 1542 of the California Civil Code, and will agree and
4 represent that she has not assigned or in any way conveyed, transferred or encumbered all or any
5 portion of the claims or rights otherwise released. The full and general release discussed in this
6 Paragraph 2.8.2 will not apply to and will not release any of the following: (a) any claims accruing
7 after the final execution of the release, (b) any claims under any Wells Fargo ERISA-covered
8 employee benefit plans or other employee benefit plans (such as vacation, deferred compensation,
9 retirement, or health benefits), (c) any claims for earned but unpaid wages, (d) any claims for
10 bonus or incentive payments based on work the Class Representative performed prior to the
11 execution of the release, and (e) any rights conferred under the Agreement as well as any claim by
12 the Class Representative to enforce the terms of this Agreement. The enhancement award of
13 \$10,000, as above described, is separate from and in addition to any payments from the Settlement
14 Sum to which the Class Representative is entitled under this Stipulation as a Participating
15 Claimant. The Class Representative shall be deemed a Participating Claimant and she will not be
16 sent a Class Notice.

17 2.8.3. Unless otherwise expressly provided, Wells Fargo shall have no
18 responsibility for, and no liability whatsoever with respect to, the allocation among the Class
19 Representative, Class Counsel, and/or any other Person who may assert some claim thereto, of any
20 award or payment issued or made in the Litigation or pursuant to this Stipulation, including, but
21 not limited to, any award or payment made pursuant to Paragraph 2.8.1 or 2.8.2.

22 2.9. *Claims Administrator.*

23 2.9.1. All fees and expenses reasonably incurred by the Claims Administrator as
24 a result of procedures and processes expressly required by this Stipulation shall be paid by Wells
25 Fargo and deducted from the Maximum Settlement Payment Amount. The Class Representative
26 and Class Counsel shall have no responsibility for such fees or expenses, whether or not the
27 Effective Date occurs. The total amount charged by the Claims Administrator shall not exceed
28 \$85,000.

1 2.9.2. The actions of the Claims Administrator shall be governed by the terms
2 of this Stipulation. The Settling Parties shall work cooperatively to ensure that the Claims
3 Administrator receives information necessary to carrying out its responsibilities. The Claims
4 Administrator shall, on a reasonable basis, keep Class Counsel and Wells Fargo Counsel apprised
5 of its progress, its efforts, and of the response from Class Members and of any other
6 communications received from members of the Class, concerning the settlement. The Claims
7 Administrator shall provide the Court, at least ten (10) days prior to the Final Fairness Hearing, a
8 declaration of due diligence and proof of mailing with respect to (i) the mailing of the Notice, (ii)
9 attempts to update addresses and provide reminders, (iii) the number of Class Members for whom
10 the Notice was ultimately undeliverable; and (iv) participation, objection and Opt Out rates.

11 2.9.3. In the event that any of the Settling Parties take the position that the
12 Claims Administrator is not acting in accordance with the terms of the Stipulation, that party's
13 counsel shall meet and confer with counsel for the other Settling Parties prior to raising any such
14 issue with the Claims Administrator or the Court.

15 2.10. *Termination or Voidance of Settlement or Stipulation*

16 2.10.1. In the event that the Stipulation is not substantially approved by the Court
17 or the settlement set forth in the Stipulation is terminated, cancelled, or declared void, or fails to
18 become effective in accordance with its terms, or if the Judgment does not become Final, the
19 Settling Parties shall resume the Litigation at that time as if no Stipulation had been entered, with
20 each of the Settling Parties bearing their own costs and fees with regard to the efforts to implement
21 this Stipulation and obtain Court approval, and no payments whatsoever being made by Wells
22 Fargo to anyone in accordance with the terms of this Stipulation, except that Wells Fargo will be
23 responsible for any reasonable costs incurred by the Claims Administrator up to the point in time
24 that the settlement set forth in the Stipulation is terminated, cancelled, or declared void. In such
25 event, any judgment or order entered by the Court in accordance with the terms of the Stipulation
26 shall be treated as vacated nunc pro tunc, and the Stipulation (other than this Paragraph 2.10.1)
27 shall have no further force and effect with respect to the Settling Parties, and shall not be used in
28 this Litigation or in any other proceeding for any purpose, including in relation to issues of class

1 or collective action certification. Specifically, the Class Representative and Class Counsel agree
2 not to argue or present any argument, and hereby waive any argument, that this Stipulation
3 precludes Wells Fargo from asserting arbitration arguments or contesting class certification or
4 representative status on any grounds if this Litigation were to proceed. This Stipulation shall not
5 be deemed an admission by, or ground for estoppel against, Wells Fargo that class and/or
6 collective action certification in the Litigation is proper or cannot be contested on any grounds.
7 The settlement and associated judgment shall have no estoppel or other collateral effect on any
8 Wells Fargo Releasee. The terms, negotiation, and entry of this Stipulation and the settlement
9 shall remain subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119
10 and 1152, regardless of whether this Stipulation or the settlement are terminated, cancelled, or
11 declared void.

12 2.10.2. If the Court changes the dates of hearings provided for in this Stipulation
13 by fewer than three (3) months, this shall not be deemed a substantial change allowing termination
14 of the settlement, providing that the Settling Parties agree to adjust other dates and deadlines in the
15 Stipulation accordingly.

16 2.10.3. In the event that more than three percent (3%) of Class Members opt out
17 of the Settlement Class by submitting Opt Out Requests pursuant to Paragraph 2.5.1, Wells Fargo
18 shall have the right (but shall not be required) to terminate and void this settlement and
19 Stipulation.

20 2.10.4. Notwithstanding any other provision of this Stipulation, no order of the
21 Court or modification or reversal on appeal of any order of the Court concerning the amount or
22 allocation of any attorneys' fee or litigation cost or expense awards or class representative
23 enhancement award to be paid by Wells Fargo shall constitute grounds for cancellation or
24 termination of the Stipulation or grounds for limiting any other provision of the Judgment,
25 provided that Wells Fargo shall never be required to pay in excess of the total gross amounts for
26 attorneys' fees and litigation costs and expenses and enhancement awards specified in Paragraphs
27 2.6.1, 2.6.6, 2.8.1 and 2.8.2. It is further agreed that no order of the Court, including any order
28 concerning attorneys' fees, may alter the Total Gross Direct Monetary Value.

1 2.10.5. The Settling Parties agree that the settlement set forth herein creates no
2 residue, and that the Court will be required to take no further action in the Litigation following the
3 entry of the Judgment and the occurrence of the Effective Date. The Settling Parties agree that
4 California Code of Civil Procedure section 384 does not apply to this Stipulation to require
5 payment by Wells Fargo other than as set forth in this Stipulation is grounds for Wells Fargo to
6 void the settlement and Stipulation, and they further agree that approval of the settlement will be
7 deemed confirmation that California Code of Civil Procedure section 384 does not apply. The
8 Settling Parties agree that Labor Code section 2804 does not affect the Judgment or its preclusive
9 effect.

10 2.10.6. Within thirty (30) days after either of the Settling Parties becomes aware
11 of (a) the occurrence of any event that voids the settlement contemplated in this Stipulation; (b)
12 the occurrence of any event that permits that Settling Party to terminate this Stipulation, and that
13 Settling Party intends to terminate this Stipulation; (c) the occurrence of any event that results in
14 the Stipulation failing to become effective in accordance with its terms, or (d) the Judgment being
15 reversed on appeal, such party shall notify the other Settling Party in writing. Unless otherwise
16 ordered by the Court, in the event the Stipulation shall be terminated, cancelled, or declared void,
17 or fails to become effective in accordance with its terms, or if the Judgment is reversed on appeal,
18 within thirty (30) days after written notification of such event, Wells Fargo and Class Counsel
19 shall notify each other of this event in writing.

20 2.11. Prospective Relief.

21 2.11.1. Following the Effective Date and the mailing of the Notice of Entry of
22 Judgment, Wells Fargo shall comply with the Prospective Relief provisions of this Stipulation.

23 2.12. Miscellaneous Provisions.

24 2.12.1. No Person shall have any claim against Class Counsel, the Claims
25 Administrator, or counsel for Wells Fargo based on the payments made or other actions taken
26 substantially in accordance with the Stipulation and the settlement contained therein or further
27 orders of the Court.
28

1 2.12.2. The Settling Parties (a) acknowledge that it is their intent to consummate
2 this agreement; and (b) agree to exercise their best efforts to obtain Court approval, secure the
3 effectiveness of the Judgment, and implement all terms and conditions of the Stipulation.

4 2.12.3. The Stipulation compromises claims which are contested in good faith,
5 and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim
6 or defense. The Settling Parties agree that the amounts paid in settlement and the other terms of
7 the settlement were negotiated at arms-length and in good faith by the Settling Parties, and reflect
8 a settlement that was reached voluntarily after consultation with competent legal counsel.

9 2.12.4. Neither the Stipulation nor the settlement, nor any act performed or
10 document executed pursuant to, or in furtherance of, the Stipulation or the settlement: (a) is or may
11 be deemed to be or may be used as an admission of, or evidence of, the validity of any Released
12 Claim and/or any PAGA Released Claim, or of any wrongdoing or liability of Wells Fargo; or (b)
13 is or may be deemed to be or may be used as an admission of, or evidence of, any fault or
14 omission of Wells Fargo, in any civil, criminal or administrative proceeding in any court,
15 administrative agency, or other tribunal.

16 2.12.5. All of the exhibits to the Stipulation are material and integral parts hereof
17 and are fully incorporated herein by this reference.

18 2.12.6. The Stipulation may be amended or modified only by a written
19 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

20 2.12.7. The Stipulation constitutes the entire agreement among the Settling
21 Parties hereto and no representations, warranties, or inducements have been made to any party
22 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
23 contained and memorialized in such documents. Except as otherwise provided herein, each party
24 shall bear its own fees and costs.

25 2.12.8. Class Counsel are expressly authorized by the Class Representative to
26 take all appropriate action required or permitted to be taken by the Class pursuant to the
27 Stipulation to effect its terms, and also are expressly authorized to enter into any modifications or
28

1 amendments to, or documents or pleadings filed in support of, the Stipulation on behalf of the
2 Class which they deem appropriate.

3 2.12.9. Each counsel or other Person executing the Stipulation or any of its exhibits
4 on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

5 2.12.10. The Stipulation may be executed in one or more counterparts by email,
6 facsimile, or DocuSign (or similar such online signature methods). All executed counterparts and
7 each of them shall be deemed to be one and the same instrument. A complete set of executed
8 counterparts shall be filed with the Court. The Class Representative shall provide counsel for
9 Wells Fargo with an original signature for her and her counsel on this Agreement.

10 2.12.11. The Stipulation shall be binding upon, and inure to the benefit of, the
11 successors and assigns of the parties hereto; but this Stipulation is not designed to and does not
12 create any third party beneficiaries.

13 2.12.12. The Court shall retain jurisdiction with respect to implementation and
14 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
15 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

16 2.12.13. The Stipulation and the exhibits hereto shall be considered to have been
17 negotiated, executed, and delivered, and to have been wholly performed, in the State of California,
18 and the rights and obligations of the parties to the Stipulation shall be construed and enforced in
19 accordance with, and governed by, the internal, substantive laws of the State of California without
20 giving effect to that State's choice of law principles.

21 2.12.14. The language of all parts of this Stipulation shall in all cases be construed
22 as a whole, according to its fair meaning, and not strictly for or against either party. No party shall
23 be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the
24 Stipulation are contractual and are the product of negotiations between the parties and their
25 counsel. Each party and their counsel cooperated in the drafting and preparation of the
26 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
27 construed against any party and the canon of contract interpretation set forth in California Civil
28 Code § 1654 and other similar statutory provisions shall not be applied.

1 2.12.15. Wells Fargo will not retaliate against Class Members for any actions
2 taken or not taken with respect to this settlement.

3 2.12.16. Wells Fargo will not assert any claims against Class Counsel for their
4 conduct in connection with the Litigation. Wells Fargo acknowledges that Class Counsel, and
5 Class Counsel acknowledge that Wells Fargo counsel, have complied with the requirements of
6 California Code of Civil Procedure, section 128.7 to this point in the Litigation.

7 2.12.17. At no time shall the Claims Administrator or Wells Fargo be requested or
8 required to provide Class Counsel or the Class Representative with the Social Security Number,
9 Last Known Address, or other contact information of Class Members.

10 2.12.18. The parties to this agreement recognize and acknowledge that at the time
11 of the execution of this Stipulation, there are issues of law that may be unresolved which could
12 impact the claims at issue in the Litigation absent this Stipulation. The parties further recognize
13 that they are reaching this settlement in light of the risks created by these and all other issues of
14 unsettled law, and that all parties will take all efforts to enforce this Stipulation and obtain Court
15 approval for this settlement regardless of any subsequent legal developments. The Settling Parties
16 and Class Counsel agree that the proposed classes are receiving benefit from this settlement by
17 obtaining a settlement (and associated consideration) prior to such possible developments, and the
18 Settling Parties and their counsel agree not to argue otherwise or seek to void this settlement or
19 prevent court approval on the basis of any subsequent precedent.

20 2.12.19. Prior to the submission of this Stipulation and settlement agreement for
21 preliminary approval by the Court, neither the Class Representative nor Class Counsel shall
22 communicate any terms of this settlement to any third parties. Following the filing of the request
23 for preliminary approval, Plaintiff and her counsel shall not issue any press releases or social
24 media statements concerning the settlement. This shall not prohibit Class Counsel from (1)
25 discussing this case or any aspect of this settlement with the Class Representative, any Class
26 Member (absent or otherwise) in this case, or any court or opposing counsel or; (2) disclosing their
27 mere status as counsel in the case.

28 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DocuSigned by:
Alyson Scorby
EB2B4AC2C1384407
ALYSON SCORBY

4/17/2023
Date: April __, 2023

DocuSigned by:
Bei Ling
63F4BA71E92D47B...

4/24/2023 | 12:44:24 PM PDT
Date: April __, 2023

WELLS FARGO BANK N.A.
by SEVP, head of Human Resources

1 APPROVED AS TO FORM:

2
3 DATED: April 18, 2023

WYNNE LAW FIRM

6 By: 

ED WYNNE

Attorneys for Plaintiff ALYSON SCORBY

9 DATED: April 24, 2023

MUNGER, TOLLES & OLSON LLP

13 By: 

MALCOLM A. HEINICKE

Attorneys for WELLS FARGO BANK, N.A.

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EDWARD J. WYNNE (SBN 165819)
ewynne@wynnelawfirm.com
GEORGE R. NEMIROFF (SBN 262058)
gnemiroff@wynnelawfirm.com
WYNNE LAW FIRM
Wood Island
80 E. Sir Francis Drake Blvd., Ste. 3-G
Larkspur, CA 94939
Tel: 415-461-6400
Fax: 415-461-3900

Attorneys for Plaintiff Alyson Scorby

MALCOLM A. HEINICKE (State Bar No. 194174)
malcolm.heinicke@mto.com
MARGARET G. MARASCHINO (State Bar No. 267034)
margaret.maraschino@mto.com
ANDRE W. BREWSTER III (State Bar No. 306241)
andy.brewster@mto.com
MUNGER, TOLLES & OLSON LLP
560 Mission Street
Twenty-Seventh Floor
San Francisco, California 94105-2907
Telephone: (415) 512-4000
Facsimile: (415) 512-4077

Attorneys for Defendant Wells Fargo Bank, N.A.

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

ALYSON SCORBY individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

WELLS FARGO BANK, N.A., and DOES 1
through 10, inclusive,

Defendants.

Case No. CIV2100758

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT**

CLASS ACTION

Dept.: B

Assigned for All Purposes to:
Hon. James T. Chou

Action Filed: Feb. 25, 2021
Trial Date: None set

1 JAMES F. CLAPP (SBN 145814)
jclapp@clapplegal.com
2 MARITA MURPHY LAUINGER (SBN 199242)
mlauinger@clapplegal.com
3 CLAPP & LAUINGER LLP
4 701 Palomar Airport Road, Suite 300
Carlsbad, California 92011
5 Tel: 760-209-6565 ext. 101
6 Fax: 760-209-6565

7 *Attorneys for Plaintiff Alyson Scorby*

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff's motion for an order preliminarily approving a class action settlement and setting
2 a Final Approval Hearing came on for hearing on or about [fill in date]. Defendant Wells Fargo
3 Bank, N.A. ("Wells Fargo") filed a notice of non-opposition to this motion. The Court has
4 considered the Stipulation Re: Settlement of Class and Representative Action (and its exhibits),
5 the submissions of counsel, and all other papers filed in this action. The matter having been
6 submitted and good cause appearing therefor, the Court finds as follows:

7 1. All defined terms contained herein shall have the same meanings as set forth in the
8 Stipulation Re: Settlement of Class and Representative Action executed by the Settling Parties and
9 filed with this Court (the "Stipulation");

10 2. The Class Representative and Defendant Wells Fargo, through their counsel of
11 record in the Litigation, have reached an agreement to settle all claims in the Litigation;

12 3. The Court conditionally finds that, for the purposes of approving this settlement
13 only, the proposed Class meets the requirements for certification under section 382 of the
14 California Code of Civil Procedure: (a) the Members of the proposed Class are ascertainable and
15 so numerous that joinder of all members of the class is impracticable; (b) for purposes of
16 effectuating this settlement, there are questions of law or fact common to the proposed Class, and
17 there is a well-defined community of interest among Members of the proposed Class with respect
18 to the subject matter of the Litigation; (c) the claims of the Class Representative are typical of the
19 claims of the members of the proposed Class; (d) the Class Representative has fairly and
20 adequately protected, and will fairly and adequately protect, the interests of the Members of the
21 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
22 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative in
23 her own capacity as well as her representative capacity and for the Class;

24 4. The parties also have presented to the Court for review a Stipulation Re: Settlement
25 of Class and Representative Action. The Court finds the Stipulation, incorporated herein by this
26 reference and made a part of this Order Granting Preliminary Approval except as modified herein,
27 is within the range of reasonableness and meets the requirements for preliminary approval. It
28 further appears to the Court on a preliminary basis that the proposed payments are fair and

1 reasonable to the Class Members when balanced against the probable outcome of further litigation
2 relating to liability and damages issues and potential appeals of rulings and meet the requirements
3 for preliminary approval;

4 5. The parties have also presented to the Court for review a plan to provide notice to
5 the proposed Class of the terms of the settlement and the options facing the Class including, *inter*
6 *alia*: to opt out of the class action, to be represented by counsel of their choosing, to object to the
7 settlement, and/or to remain in the Settlement Class and become a Settlement Class Member, with
8 or without objection to the settlement. The Notice will be mailed to all Class Members at their
9 Last Known Addresses with provisions for address verification. The notice plan proposed by the
10 Settling Parties is the best practical under the circumstances. The proposed Notice, which is
11 attached to the Stipulation as Exhibit B and incorporated herein by reference, is made a part of this
12 Order of Preliminary Approval. The proposed Notice fairly and adequately advises the Class of
13 the terms of the proposed settlement and the benefits available to the Class, as well as their right to
14 opt out and/or object, and the procedures for doing so. The proposed Notice and mailing
15 procedures comply with all Constitutional requirements, including those of due process; and

16 6. The proposed Claims Administrator, Rust Consulting, is an adequate Administrator
17 for notice purposes and processing of claims.

18 Good cause appearing therefor,

19 IT IS HEREBY ORDERED that:

20 1. Pursuant to California Rule of Court 3.769(d), the Stipulation of Settlement is
21 preliminarily approved and the Class is provisionally certified for settlement purposes;

22 2. Plaintiff Alyson Scorby is approved as Class Representative;

23 3. Wynne Law Firm and Clapp & Lauinger LLP are appointed Class Counsel;

24 4. Rust Consulting is appointed Claims Administrator;

25 5. Notice of the proposed settlement, and the rights of Class Members, including the
26 right to opt out of the settlement, shall be given by mailing of the Notice attached as Exhibit B to
27 the Settlement by first class, postage prepaid, to all Class Members pursuant to the applicable
28

1 provisions in the Stipulation. Defendant Wells Fargo shall provide the Claims Administrator with
2 the information necessary to conduct this mailing as set forth in the Stipulation;

3 6. A hearing shall be held before this Court on **[fill in date]** at **[fill in time]** to
4 consider whether the settlement should be given final approval by the Court:

5 (a) Written objections by Settlement Class Members to the proposed settlement will be
6 considered if received by the Claims Administrator and Class Counsel on or before the Notice
7 Response Deadline;

8 (b) At the Final Approval Hearing, Settlement Class Members may be heard orally in
9 support of or in opposition to the settlement;

10 (c) Class Counsel and counsel for Defendant Wells Fargo should be prepared at the
11 hearing to respond to objections filed by Settlement Class Members, if any, and to provide other
12 information as appropriate, bearing on whether or not the settlement should be approved; and

13 (d) At the Final Approval Hearing, the Court shall consider any motions or
14 applications for attorney fees, costs, and litigation expenses consistent with the Stipulation.

15 7. In the event that the Effective Date occurs, all Settlement Class Members will be
16 deemed to have forever released and discharged the Released Claims. In the event that the
17 Effective Date does not occur for any reason whatsoever, the Stipulation shall be deemed null and
18 void and shall have no effect whatsoever.

19 8. Pending further order of the Court, all proceedings in this matter except those
20 contemplated herein and in the Stipulation are stayed.

21 //

22 //

23 //

24 //

25 //

26 //

27 //

PURSUANT TO STIPULATION, IT IS SO ORDERED.

The Honorable James T. Chou

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

1 EDWARD J. WYNNE (SBN 165819)
ewynne@wynnelawfirm.com
2 GEORGE R. NEMIROFF (SBN 262058)
gnemiroff@wynnelawfirm.com
3 WYNNE LAW FIRM
Wood Island
4 80 E. Sir Francis Drake Blvd., Ste. 3-G
Larkspur, CA 94939
5 Tel: 415-461-6400
Fax: 415-461-3900

6 *Attorneys for Plaintiff Alyson Scorby*

7 MALCOLM A. HEINICKE (State Bar No. 194174)
malcolm.heinicke@mto.com
8 MARGARET G. MARASCHINO (State Bar No. 267034)
margaret.maraschino@mto.com
9 ANDRE W. BREWSTER III (State Bar No. 306241)
andy.brewster@mto.com
10 MUNGER, TOLLES & OLSON LLP
560 Mission Street
11 Twenty-Seventh Floor
San Francisco, California 94105-2907
12 Telephone: (415) 512-4000
13 Facsimile: (415) 512-4077
14

15 *Attorneys for Defendant Wells Fargo Bank, N.A.*

16 [Additional counsel listed on next page]

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF MARIN

19
20 ALYSON SCORBY individually and on
behalf of all others similarly situated,

21 Plaintiff,

22 vs.

23 WELLS FARGO BANK, N.A., and DOES 1
24 through 10, inclusive,

25 Defendants.

Case No. CIV2100758

[PROPOSED] CLASS NOTICE

CLASS ACTION

Dept.: B

Assigned for All Purposes to:
Hon. James T. Chou

Action Filed: Feb. 25, 2021
Trial Date: None set

1 JAMES F. CLAPP (SBN 145814)
jclapp@clapplelegal.com
2 MARITA MURPHY LAUINGER (SBN 199242)
mlauinger@clapplelegal.com
3 CLAPP & LAUINGER LLP
4 701 Palomar Airport Road, Suite 300
Carlsbad, California 92011
5 Tel: 760-209-6565 ext. 101
Fax: 760-209-6565
6

Attorneys for Plaintiff Alyson Scorby

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CALIFORNIA SUPERIOR COURT, COUNTY OF MARIN
Alyson Scorby v. Wells Fargo Bank, N.A.
Case No. CIV2100758

NOTICE TO CLASS MEMBERS OF PENDING CLASS ACTION
AND NOTICE OF HEARING ON PROPOSED SETTLEMENT

WHAT INFORMATION IS IN THIS NOTICE:

1. What is the Purpose of the Notice? Page 2
2. What Is This Case About? Page 2
3. Who is Representing Plaintiff Scorby and the Proposed Class? Page 3
4. How Do I Change My Address for Correspondence If I Want To? Page 3
5. What Are the Key Terms of the Settlement? Page 3
6. How Do I Receive Payment, and How Much Can I Expect to Receive? Page 4
7. What Are My Options With Respect to this Notice? Page 5
8. When and Where Will the Court Decide Whether to Approve the Settlement? Page 8

1. What is the Purpose of the Notice?

You are receiving this Notice in connection with the proposed settlement of a lawsuit that Plaintiff Alyson Scorby ("Plaintiff") filed against Wells Fargo Bank, N.A. ("Wells Fargo").

The purpose of this Notice is to summarize the pending settlement agreement and inform you of your rights under it. This matter relates to the reimbursement of expenses incurred by employees due to remote work during the Covid-19 pandemic. You have received this Notice because Wells Fargo's records show that you are a current or former California employee of Wells Fargo Bank, N.A. or one its affiliates who, while employed, accessed Wells Fargo's Virtual Private Network during the period from March 1, 2020 through and including May 31, 2022 (the "Class Period").

As set forth below, Wells Fargo takes the position that it has done nothing wrong and has maintained permissible and fair expense reimbursement policies. Nevertheless, it has elected to resolve this matter to avoid the disruption, delay and expense of litigation and instead address these issues in a manner it deems fair to its valued employees.

This Notice will provide instructions on the options available to you.

Please understand that this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider the outlined options carefully.

2. What Is This Case About?

Plaintiff Alyson Scorby worked for Wells Fargo in California, and she claims that Wells Fargo failed to reimburse her and other employees for expenses incurred in connection with their work for Wells Fargo. In particular, she claims that during the remote work period caused by the Covid-19 pandemic, she and other employees incurred various necessary and reasonable expenses related to remote work for which she and others have not been reimbursed by Wells Fargo. She seeks reimbursement of such expenses, and she also asserts related claims for restitution, penalties (including claims brought under the California Labor Code Private Attorneys General Act, of 2004 ("PAGA")), interest and attorney fees.

Wells Fargo takes the position that it has always compensated its valued employees in a fair and lawful manner, including with respect to reimbursable business expenses. Wells Fargo contends that it has always maintained a lawful policy, which has allowed California employees to seek and obtain reimbursement for reasonable and necessary business expenses. Furthermore, Wells Fargo contends that, even though it was not required to do so as a matter of law, given the unique circumstances of the pandemic, it nevertheless adopted and published a specific expense reimbursement policy through which employees could seek reimbursement for all necessary and reasonable business expenses incurred during and following the pandemic, including remote work expenses incurred during the remote work period coinciding with the pandemic and associated government orders. Accordingly, it has denied all of the allegations asserted in this litigation, and through this settlement, it has not admitted to any of Plaintiff's asserted claims. Nevertheless, because Wells Fargo values its current and former employees and would rather

1 avoid the expense and delay associated with further litigation and instead direct those funds to
2 providing payments to these employees and additional prospective relief, it has chosen to work
3 with Plaintiff to resolve this matter. Put differently, even though it denies the pertinent
4 allegations and contends it acted in a lawful and fair manner, Wells Fargo has chosen to settle
5 this matter, and provide the relief set forth below.

6 Accordingly, and subject to court approval, the parties have entered a settlement agreement
7 that provides for the certification of a class consisting of all current or former California
8 employees of Wells Fargo Bank, N.A. or one of its affiliates who, while employed, accessed Wells
9 Fargo's Virtual Private Network during the period from March 1, 2020 through and including May
10 31, 2022 (the "Class").² Everyone who fits within this definition is a "Class Member" and is
11 receiving this Notice. In addition, each individual meeting the definition of a "Class Member" will
12 be considered an "Aggrieved Employee" under the PAGA statute. Because company records
13 indicate that you are such a person, you are receiving this notice.

14 **3. Who is Representing Plaintiff Scorby and the Proposed Class?**

15 Plaintiff and those who choose to remain Class Members are represented by attorneys at the law
16 firms of Wynne Law Firm and Clapp & Lauinger LLP, whose contact information is:

17 WYNNE LAW FIRM
18 EDWARD J. WYNNE
19 GEORGE R. NEMIROFF
20 Wood Island
21 80 E. Sir Francis Drake Blvd., Ste. 3-G
22 Larkspur, CA 94939
23 415-461-6400
24 ewynne@wynnelawfirm.com

25 CLAPP & LAUINGER LLP
26 JAMES F. CLAPP

27 701 Palomar Airport Road, Suite 300
28 Carlsbad, California 92011
760-209-6565 ext. 101
jclapp@clapplegal.com

29 ² The class excludes Wells Fargo internal counsel working on or otherwise assisting with the
30 defense of the Litigation and all personnel actively assisting or otherwise consulting with Wells
31 Fargo internal and external counsel on the Litigation, as well as all Wells Fargo officers and
32 directors and other executives with authority for making decisions related to the Litigation or the
33 policies at issue in the Litigation. The class also excludes certain individuals who are pursuing
34 their claims separately.

1 If you choose to remain a Class Member, you will be represented by these lawyers. If you want
2 to be represented by your own lawyer, you may hire one at your own expense as set forth below,
3 but you are not required to do so to participate in the settlement or receive a payment.

4 **4. How Do I Change My Address for Correspondence If I Want To?**

5 If, for any future reference or mailings, you wish to change the name or address listed on the
6 envelope in which this Notice was sent, please contact the Claims Administrator by email at
7 [xxx@rustconsulting.com]. Provide the Claims Administrator your name, correct address, and
8 phone number, as well as the approximate dates you worked at Wells Fargo and your employee
9 number or Social Security Number for verification.

10 If the address to which this notice was sent was accurate, then you need not take any action to
11 change or verify that address.

12 **5. What Are the Key Terms of the Settlement?**

13 Under the settlement, Wells Fargo will make cash payments of \$7,500,000 (the "Total Gross
14 Direct Monetary Value").

15 The Total Gross Monetary Value will be available for distribution to Class Members who do not
16 opt out of the settlement, after the deduction of (1) any amount awarded by the Court for
17 attorneys' fees and costs; (2) a payment to Plaintiff for prosecuting the action; (3) the costs of
18 administration of this settlement; and (4) a payment to the California Labor and Workforce
19 Development Agency estimated to be \$46,380.94.

20 Class Members will not be responsible for the above payments—they will come from the
21 settlement fund. Specifically, subject to final approval by the Court, the attorneys for Plaintiff
22 and the Class (herein "Class Counsel") will be paid a sum sufficient to compensate them for their
23 services in this matter. The company will pay this combined and total sum, which will at most be
24 \$3,750,000 for Plaintiff's attorneys' fees and up to \$15,000 in taxable litigation costs, from the
25 settlement fund. Class Members will not be required to compensate Class Counsel.

26 In addition to the payments to Class Counsel, the named plaintiff (Alyson Scorby) may receive a
27 court-approved payment beyond the amount she would receive as a claimant in this action. This
28 payment will be in the amount of up to \$10,000, and it will be in compensation for her role as a
named plaintiff prosecuting this lawsuit on the behalf of all Class Members, and also in exchange
for a complete, general release of claims. Class Members will not be responsible for this
payment—it will come from the settlement fund.

The remainder of the settlement fund will then be divided between Class Members. **If you do
not opt out of the settlement, your estimated gross portion of this payment (your "Settlement
Sum") will be approximately \$141**, though due to withholdings the net amount will be less. You
should consult your tax preparer to determine if it is possible for you to recover any of these
withholdings given that the payments here are being deemed payments for incurred expenses.

1 In addition to the payments set forth above, Wells Fargo has also agreed to certain prospective
2 relief. Under this provision, Wells Fargo will allow Class Members to seek compensation for
3 additional remote work internet expenses incurred during the Class Period, pursuant to Wells
4 Fargo policy, provided such expenses are reimbursable under the policy, proper documentation
5 is provided, and the expenses sought exceed the amount of the payment set forth above as well
6 as any reimbursements previously received from Wells Fargo by that Class Member for the same
expenses. Class Members who opt out of the settlement will not be entitled to this relief under
this settlement. The potential value of this prospective relief is *in addition* to the payments
described above, and it therefore provides additional consideration to the Class Members.

7 **Specifically, if the settlement is approved, each Class Member will be eligible to submit to**
8 **Wells Fargo any previously unreimbursed reasonable and necessary business expenses they**
9 **have incurred during the Class Period without regard to any express or implied deadlines to**
10 **submit those expenses under Wells Fargo's reimbursement policy.** Class Members will instead
11 be subject to the deadline in subsection (c) below. If the settlement is approved, you will receive
12 a notice of entry of judgment confirming such approval and advising you on how you then can, if
13 you so choose, submit for additional expenses subject to the below conditions, and you should
14 await that notice before making any such submissions. Wells Fargo will process such submissions
15 from Class Members pursuant to its California Covid expense reimbursement policy and provide
16 reimbursement pursuant to that policy, provided that (a) the Class Member provides
17 documentation reasonably establishing that the expense was incurred for, and allocable to
18 performing remote work performed for Wells Fargo during the Class Period on a non-voluntary
19 basis (i.e., not incurred due to a Class Member's personal choice to work remotely, but instead
was compelled by Wells Fargo or government directive); (b) the eligible and properly
documented expenses that are submitted exceed the amount of an individual Class Member's
portion of the settlement fund set forth above (i.e., the Class Member's payment amount above
will be credited to the benefit of Wells Fargo against any such submission) as well as any
reimbursements previously received from Wells Fargo by that Class Member for the same
expenses; and (c) the submission is made within 180 days from the date of issuance of this
notice.

20 To be clear, Class Members need not take any action to receive the Settlement Sum set forth
21 above. If you take no action and do not opt out of the settlement, and the settlement is then
22 approved by the Court, you will receive a payment of approximately \$141 and will not be
23 required to submit any documentation or other materials to receive this payment. In addition, if
24 you take no action and do not opt out of the settlement, and the settlement is then approved by
the Court, then you will receive a supplemental notice informing you that the judgment has been
entered and provided instructions on how to pursue the additional relief set forth above if you
choose to do so.

25 This Notice does not include all details about the action or the settlement. A full copy of the
26 settlement agreement and other public documents filed with the Court with regard to this
27 matter can be inspected and copied by accessing the following website: [WEBSITE FOR
28 SETTLEMENT].

6. How Do I Receive Payment, and How Much Can I Expect to Receive?

You do *not* need to do anything to be sent your settlement payment. While it remains uncertain when this check will be sent, it will take several months for the settlement to be reviewed and the payments to process, such that payments will likely not issue until the second half of 2023. While this is an approximation, the present estimate is that these payments will be sent to those who do not opt out of the settlement on or before **[Month, 2023]**.

Once you receive this check, you will have 180 days from issuance of the check to cash it. After 180 days, the check will be void and the amount will be sent to the California State Controller's Unclaimed Property Division.

The Total Gross Monetary Value, less the deductions described above in Section 5 of this notice, is estimated to be in the total gross amount of \$3,593,619.06. This amount will be distributed among the Class Members on a per capita basis, and again, if you do not opt out of the settlement, **your estimated gross portion of this payment will be approximately \$141**. If you opt out of the settlement, you will not be a Class Member, although you will remain an Aggrieved Employee for the purposes of the PAGA statute and will receive a smaller Aggrieved Employee Payment as set forth below.

A portion of this payment will be subject to wage withholdings or other required deductions. As such, the net amount of the payment will be less than the gross amount listed above. You will be solely responsible for the reporting and payment of any federal, state, or local income or other tax. The company will report any payments made pursuant to this agreement to the Internal Revenue Service and other relevant government entities (if any) as required by law. Wells Fargo makes no representations concerning the tax consequences of this settlement or your participation in it, and you may seek tax advice from a tax professional at your own expense in association with your response to this Notice.

7. What Are My Options With Respect to this Notice?

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. Wells Fargo has entered into this settlement voluntarily and for the reasons set forth above. As such, and consistent with company principles as well as pertinent law and to the extent you still work for Wells Fargo, your decision about whether to participate in this settlement will have no effect on your current employment with Wells Fargo.

A summary of your options is as follows:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do NOTHING	If you do nothing, you will be sent a settlement payment if the settlement is approved by the court, and you will also be subject

	to the release of claims described in greater detail below. You will also have the option to make use of the prospective relief described above, and if the settlement is approved, you will receive a notice of entry of judgment with instructions on how you can do so if you so choose.
EXCLUDE YOURSELF OR "OPT OUT"	If you "opt out" of the lawsuit, you will choose not to be a Class Member although you will remain an Aggrieved Employee for the purposes of the PAGA statute. You will be subject only to the associated release related to the PAGA statute. You <u>will not</u> receive a Settlement Sum payment or be eligible for the other prospective relief set forth above as part of the settlement. You will, however, receive a smaller Aggrieved Employee Payment as described below.
OBJECT	You may write an objection to the Court stating why you do not like the settlement. You may also appear in Court and explain why you do not like the settlement or use an attorney to appear for you. You may object to the settlement only if you have not opted out of the class. Submitting an objection does not mean you opt out of the class.

Below you will find additional information about each option:

First, you may choose to remain a Class Member and receive your Settlement Sum. To remain a Class Member and be mailed your share of the settlement following and assuming approval of the settlement by the Court, you need not take any action.

Second, if you do not wish to be part of this settlement, you may elect to "opt out" of the Class and thus exclude yourself from this action and the associated Class settlement and judgment. Class Members who opt out of this action would remain free, subject to the statute of limitations and applicable statutory, common law or other restrictions, to bring against Wells Fargo otherwise viable claims encompassed by this settlement and associated release. Individuals who opt out of the Class will, however, still be considered Aggrieved Employees under the PAGA and will be subject to the release set forth below for PAGA Released Claims.

If you decide to opt out, you will not be allowed to object to this settlement. The deadline to opt out is [insert notice response deadline]. This deadline is final, and forms not postmarked before the deadline will not be honored. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE A SETTLEMENT SUM PAYMENT AND WILL RECEIVE ONLY THE SMALLER AGGRIEVED EMPLOYEE PAYMENT.

To elect to opt out of the lawsuit and associated Class settlement, you must send a letter with your signature to the Settlement Administrator and also to Class Counsel stating "I wish to opt

1 out of the Scorby class action settlement, and to exclude myself from the associated Class
2 Member settlement and judgment.” You will also need to include your name, address, phone
3 number, and your employee ID number or the approximate dates of your employment with
Wells Fargo. Class Counsel’s address is listed above. The Settlement Administrator’s address is:

4 Rust Consulting, Inc.
5 Re: Scorby Class Action Settlement
6 P.O. Box [NUMBER]
Minneapolis, MN [ZIP]

7 **Third**, and only if you have not opted out of the settlement as set forth above, you may
8 participate in this lawsuit at your own expense by obtaining your own attorney (you will be
9 responsible for any attorney fees or costs incurred as a result of this election), and/or you may
10 submit written objections to the settlement by mailing them to the Settlement Administrator
and Class Counsel at the above-listed addresses. The deadline to take such action and mail any
objections is [notice response deadline]. Late objections will not be valid. Class Counsel and
counsel for Wells Fargo will present these objections to the Court.

11 **Finally**, once again, please be advised that if you fail to take any action (*i.e.*, you fail to opt out),
12 you will remain a Class Member and receive your settlement check. Whether you cash your
13 check or not, you shall be deemed to have forever released and discharged the Released Claims
14 as described below in this Section, and you will be subject to the judgment rendered in this
action.

15 If you do not opt out of the settlement, and the settlement is ultimately approved, you shall be
16 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
relinquished, and discharged all Released Claims, including Unknown Claims.

17 “Released Claims” means any and all claims, demands, rights, liabilities and causes of action of
18 every nature and description whatsoever, including without limitation statutory, constitutional,
19 contractual or common law claims, against the Wells Fargo Releasees, or any of them, including
20 without limitation claims for wages, reimbursement, damages, unpaid costs, penalties, liquidated
21 damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable
22 relief, and including without limitation any unknown claims, arising during the period from March
23 1, 2020 through the entry of Judgment for: (a)(i) failure to reimburse remote work (including
24 without limitation work-from-home) expenses; (ii) penalties related to failure to reimburse
25 remote work (including without limitation work-from-home) expenses; and (iii) to the extent not
26 covered above, any claims pled in, or reasonably arising out of the facts alleged in, the Second
27 Amended Complaint in the Litigation. The Released Claims shall include, without limitation,
28 claims under California Labor Code section 2802 and California Business and Professions Code
section 17200 et seq. (“UCL”), with Labor Code section 2802 as the predicate violation to the UCL
claims, and Released Claims shall also include, without limitation, (b) any and all claims alleging
statutory violations arising from the same categories of allegations set forth above in subsection
(a), including without limitation claims under the California Labor Code, any applicable California
Industrial Welfare Commission Wage Orders, and the UCL; (c) any and all claims for penalties or
liquidated damages or other available remedies arising from the categories of allegations set

1 forth above in subsections(a) and (b); and (d) any and all claims for interest, costs, or attorneys'
2 fees arising from the categories of allegations set forth above in subsections (a) and (b).

3 The Released Claims also include "PAGA Released Claims," which are all claims for civil penalties,
4 fees, costs or interest, pled in, or reasonably arising out of the facts alleged in, the Second
5 Amended Complaint in the Litigation under the California Private Attorneys General Act of 2004,
6 codified at California Labor Code sections 2698 *et seq.*, accruing during the Class Period, whether
7 known claims or unknown claims, against any and all of the Wells Fargo Releasees. For the
8 release of the PAGA Released Claims, the Aggrieved Employees and the State of California are
9 being granted consideration, which is already part of, and not in addition to, the Total Gross
10 Monetary Value, and which is in the total amount of \$15,460.31 to be divided per capita among
11 all Aggrieved Employees (herein the "Aggrieved Employee Payment"), and \$46,380.94 which
12 shall be paid to the California Labor and Workforce Development Agency pursuant to this
13 Stipulation.

14 It is agreed by the parties that California Labor Code Section 2804 does not affect or impede the
15 release of Released Claims or the PAGA Released Claims, and it is further agreed that the entry of
16 Judgment in this case will confirm that Labor Code section 2804 does not affect or impede the
17 release of Released Claims or the PAGA Released Claims or the effectiveness of the Stipulation as
18 a whole.

19 "Unknown Claims" means those Released Claims which the Class Representative (Alyson Scorby),
20 Class Members and/or the Aggrieved Employees do not know or suspect to exist in their favor.
21 California Civil Code § 1542 provides:

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

26 The Class Representative, Class Members, and/or Aggrieved Employees may hereafter discover
27 facts in addition to or different from those which they now know or believe to be true with
28 respect to the subject matter of the Released Claims, but the Class Representative and Class
Members, upon the Effective Date, shall be deemed to have, and by operation of the Judgment
shall have, fully, finally, and forever settled and released all Released Claims including Unknown
Claims.

To be clear, Unknown Claims include only those claims that meet the definition of Released
Claims, and so they do not include entirely unrelated claims such as, just for example, claims
related to wrongful termination or workplace injury.

8. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court, per The Honorable James T. Chou, preliminarily approved this settlement on [insert
preliminary approval date]. The Court will hold a final hearing on the advisability and propriety
of this settlement on [final approval hearing date and time]. This hearing will take place in
Department 1 of the Marin County Superior Court, located at 3501 Civic Center Drive, San Rafael,

1 CA 94903. Attendance at this hearing is completely optional and not required at all to
2 participate in the settlement or opt out of the lawsuit.

3 Class Members who have not submitted an opt out letter can express their views on the
4 settlement at or before this hearing, but are not required to do so, nor are you required to
5 attend this hearing to exercise any of your rights, including either the right to remain a Class
6 Member and receive payment, or the right to opt out of this settlement. Class Members can
exercise either of these options by following the instructions contained in this Notice; again, no
appearance by you at the hearing is required.

EXHIBIT C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EDWARD J. WYNNE (SBN 165819)
ewynne@wynnelawfirm.com
GEORGE R. NEMIROFF (SBN 262058)
gnemiroff@wynnelawfirm.com
WYNNE LAW FIRM
Wood Island
80 E. Sir Francis Drake Blvd., Ste. 3-G
Larkspur, CA 94939
Tel: 415-461-6400
Fax: 415-461-3900

Attorneys for Plaintiff Alyson Scorby

MALCOLM A. HEINICKE (State Bar No. 194174)
malcolm.heinicke@mto.com
MARGARET G. MARASCHINO (State Bar No. 267034)
margaret.maraschino@mto.com
ANDRE W. BREWSTER III (State Bar No. 306241)
andy.brewster@mto.com
MUNGER, TOLLES & OLSON LLP
560 Mission Street
Twenty-Seventh Floor
San Francisco, California 94105-2907
Telephone: (415) 512-4000
Facsimile: (415) 512-4077

Attorneys for Defendant Wells Fargo Bank, N.A.

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

ALYSON SCORBY individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

WELLS FARGO BANK, N.A., and DOES 1
through 10, inclusive,

Defendants.

Case No. CIV2100758

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT**

CLASS ACTION

Dept.: B

Assigned for All Purposes to:
Hon. James T. Chou

Action Filed: Feb. 25, 2021
Trial Date: None set

1 JAMES F. CLAPP (SBN 145814)
jclapp@clapplegal.com
2 MARITA MURPHY LAUINGER (SBN 199242)
mlauinger@clapplegal.com
3 CLAPP & LAUINGER LLP
4 701 Palomar Airport Road, Suite 300
Carlsbad, California 92011
5 Tel: 760-209-6565 ext. 101
6 Fax: 760-209-6565

7 *Attorneys for Plaintiff Alyson Scorby*

1 Having considered the Stipulation Re: Settlement of Class and Representative Action
2 (“Stipulation”) and all other materials properly before the Court, and having conducted an inquiry
3 pursuant to California Rule of Court 3.769(g), the Court finds that the Stipulation and associated
4 settlement, including without limitations its provisions for monetary and prospective relief, is fair,
5 reasonable, and adequate, and the Stipulation is approved. The Court will simultaneously, or the
6 Clerk of the Court shall, enter the Judgment provided in the Stipulation. Defendant Wells Fargo
7 Bank, N.A., through the Claims Administrator, shall make the payments to the Participating
8 Claimants, the Class Representative, and Class Counsel as provided for in the Stipulation.

9 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

10
11 _____
12 The Honorable James T. Chou
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D

1 EDWARD J. WYNNE (SBN 165819)
ewynne@wynnelawfirm.com
2 GEORGE R. NEMIROFF (SBN 262058)
gnemiroff@wynnelawfirm.com
3 WYNNE LAW FIRM
Wood Island
4 80 E. Sir Francis Drake Blvd., Ste. 3-G
Larkspur, CA 94939
5 Tel: 415-461-6400
Fax: 415-461-3900

6 *Attorneys for Plaintiff Alyson Scorby*

7 MALCOLM A. HEINICKE (State Bar No. 194174)
malcolm.heinicke@mto.com
8 MARGARET G. MARASCHINO (State Bar No. 267034)
margaret.maraschino@mto.com
9 ANDRE W. BREWSTER III (State Bar No. 306241)
andy.brewster@mto.com
10 MUNGER, TOLLES & OLSON LLP
11 560 Mission Street
12 Twenty-Seventh Floor
San Francisco, California 94105-2907
13 Telephone: (415) 512-4000
14 Facsimile: (415) 512-4077

15 *Attorneys for Defendant Wells Fargo Bank, N.A.*

16 [Additional counsel listed on next page]

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF MARIN

19 ALYSON SCORBY individually and on
behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 WELLS FARGO BANK, N.A., and DOES 1
23 through 10, inclusive,

24 Defendants.

Case No. CIV2100758

[PROPOSED] JUDGMENT

CLASS ACTION

Dept.: B

Assigned for All Purposes to:
Hon. James T. Chou

Action Filed: Feb. 25, 2021
Trial Date: None set

1 JAMES F. CLAPP (SBN 145814)
jclapp@clapplegal.com
2 MARITA MURPHY LAUINGER (SBN 199242)
mlauinger@clapplegal.com
3 CLAPP & LAUINGER LLP
4 701 Palomar Airport Road, Suite 300
Carlsbad, California 92011
5 Tel: 760-209-6565 ext. 101
6 Fax: 760-209-6565

7 *Attorneys for Plaintiff Alyson Scorby*

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This matter came on for hearing upon the motion for final approval of the settlement set
2 forth in the Stipulation Re: Settlement of Class and Representative Action (the "Stipulation").
3 Due and adequate notice having been given to the Class, and the Court having considered the
4 Stipulation, all papers filed and proceedings had herein and all oral and written comments received
5 regarding the proposed settlement, and having reviewed the record in this Litigation, and good
6 cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment ("Judgment"), adopts all defined terms as
9 set forth in the Stipulation filed in this case.

10 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
11 Representative, the other Settlement Class Members, and Defendant.

12 3. The Court finds that the distribution of the Notice to Class Members of Pending
13 Class Action and Notice of Hearing on Proposed Settlement, as provided for in the Preliminary
14 Approval Order, constituted the best notice practicable under the circumstances to all Members of
15 the Class and fully met the requirements of California law and due process under the California
16 and United States Constitutions. Based on evidence and other material submitted in conjunction
17 with the Final Approval Hearing, the notice to the Class was adequate.

18 4. The Court finds that the instant Litigation presented a good faith dispute over the
19 reimbursement of expenses and other relief, and the Court finds that the settlement is fair,
20 reasonable, and adequate.

21 5. The Court approves the settlement of the above-captioned action, as set forth in the
22 Stipulation, each of the releases, and other terms of the Stipulation. The Settling Parties are
23 directed to perform in accordance with the terms set forth in the Stipulation.

24 6. Except as to the Opt Outs set forth in Exhibit A to this Judgment, all of the
25 Released Claims are discharged and extinguished with prejudice as to the Class Representative
26 and all of the other Members of the Settlement Class. All of the PAGA Released Claims are
27 discharged and extinguished with prejudice as to the Class Representative and all of the other
28

1 Class Members and the State of California. The Settling Parties are to bear their own costs, except
2 as otherwise provided in the Stipulation.

3 7. Solely for purposes of effectuating this settlement, this Court has certified a class of
4 all Members of the Settlement Class, as that term is defined in and by the terms of the Stipulation,
5 and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

6 8. With respect to the Settlement Class and for purposes of approving this settlement
7 only, this Court finds and concludes that: (a) the Members of the Settlement Class are
8 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
9 of law or fact common to the Settlement Class, and there is a well-defined community of interest
10 among Members of the Settlement Class with respect to the subject matter of the Litigation; (c)
11 the claims of Class Representative are typical of the claims of the Members of the Settlement
12 Class; (d) the Class Representative has fairly and adequately protected the interests of the
13 Members of the Settlement Class; (e) a class action is superior to other available methods for an
14 efficient adjudication of this controversy; and (f) the counsel of record for the Class
15 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Class Representative
16 in her individual and representative capacities and for the Settlement Class.

17 9. By this Judgment, the Class Representative shall release, relinquish and discharge,
18 and each of the Settlement Class Members shall be deemed to have, and by operation of the
19 Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released
20 Claims (including Unknown Claims). This Judgment resolves and extinguishes the claims for
21 civil penalties under California Labor Code Section 2698 *et seq.* that were asserted through this
22 Litigation or otherwise meet the definition of PAGA Released Claims.

23 10. Neither the Stipulation nor the settlement contained therein, nor any act performed
24 or document executed pursuant to or in furtherance of the Stipulation or the settlement or this
25 judgment: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
26 validity of any Released Claim and/or PAGA Released Claim; or (ii) is or may be deemed to be or
27 may be used as an admission of, or evidence of, any fault or omission by Defendant Wells Fargo
28 Bank, N.A., or any of the Wells Fargo Releasees in any civil, criminal or administrative

1 proceeding in any court, administrative agency or other tribunal, and this judgment shall have no
2 adverse estoppel effect on any of the Wells Fargo Releasees. Defendant Wells Fargo Bank, N.A.
3 or any of the Wells Fargo Releasees may file the Stipulation and/or the Judgment from this
4 Litigation in any other action that may be brought against them, or any one of them, in order to
5 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
6 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
7 preclusion or similar defense or counterclaim.

8 11. The only Class Members entitled to payment pursuant to this Judgment are
9 Settlement Class Members, except that all Class Members are entitled to their proportional share
10 of the Aggrieved Employee Payment.

11 12. Defendant has agreed to pay Class Counsel for their reasonable attorneys' fees in
12 this matter and all additional taxable litigation costs. Defendant has also agreed to pay the Class
13 Representative to reimburse her for her unique services as class representative. The Court finds
14 that these agreements, as set forth in the Stipulation, are fair, reasonable, and adequate.
15 Defendant, through the Claims Administrator, is directed to make such payments in accordance
16 with the terms of the Stipulation and any order issued prior to or in conjunction with this
17 Judgment. Specifically, Defendants are directed to pay Class Counsel \$3,750,000 in attorneys'
18 fees and \$15,000 in costs, the class representative enhancement to the Class Representative in the
19 amount of \$10,000, and payment to the California Labor Workforce and Development Agency in
20 the amount of \$46,380.94, which the Court finds sufficient and appropriate under the
21 circumstances.

22 13. The Court reserves exclusive and continuing jurisdiction over the Litigation, the
23 Class Representative, the Settlement Class and Defendant for the purposes of supervising the
24 implementation, enforcement, construction, administration and interpretation of the Stipulation
25 and this Judgment pursuant to California Rule of Court 3.769(h).

26 **IT IS SO ORDERED AND ADJUDGED.**

27 _____
The Honorable James T. Chou

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT E

EDWARD J. WYNNE (SBN 165819)
 ewynne@wynnelawfirm.com
 GEORGE R. NEMIROFF (SBN 262058)
 gnemiroff@wynnelawfirm.com
 WYNNE LAW FIRM
 Wood Island
 80 E. Sir Francis Drake Blvd., Ste. 3-G
 Larkspur, CA 94939
 Tel: 415-461-6400
 Fax: 415-461-3900

Attorneys for Plaintiff Alyson Scorby

MALCOLM A. HEINICKE (State Bar No. 194174)
 malcolm.heinicke@mto.com
 MARGARET G. MARASCHINO (State Bar No. 267034)
 margaret.maraschino@mto.com
 ANDRE W. BREWSTER III (State Bar No. 306241)
 andy.brewster@mto.com
 MUNGER, TOLLES & OLSON LLP
 560 Mission Street
 Twenty-Seventh Floor
 San Francisco, California 94105-2907
 Telephone: (415) 512-4000
 Facsimile: (415) 512-4077

Attorneys for Defendant Wells Fargo Bank, N.A.

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF MARIN

ALYSON SCORBY individually and on
 behalf of all others similarly situated,

Plaintiff,

vs.

WELLS FARGO BANK, N.A., and DOES 1
 through 10, inclusive,

Defendants.

Case No. CIV2100758

**[PROPOSED] TEXT OF NOTICE OF
 ENTRY OF JUDGMENT**

CLASS ACTION

Dept.: B

Assigned for All Purposes to:
 Hon. James T. Chou

Action Filed: Feb. 25, 2021
 Trial Date: None set

1 JAMES F. CLAPP (SBN 145814)
jclapp@clapplegal.com
2 MARITA MURPHY LAUINGER (SBN 199242)
mlauinger@clapplegal.com
3 CLAPP & LAUINGER LLP
4 701 Palomar Airport Road, Suite 300
Carlsbad, California 92011
5 Tel: 760-209-6565 ext. 101
6 Fax: 760-209-6565

7 *Attorneys for Plaintiff Alyson Scorby*

1 Re: *Alyson Scorby v. Wells Fargo Bank, N.A.*, Superior Court of the State of California for the
2 County of Marin, Case No. CIV2100758.

3
4 Pursuant to California Rules of Court, Rule 3.770(c), please be advised that, pursuant to the
5 Stipulation Re: Settlement of Class and Representative Action (the "Stipulation") filed in the
6 above-referenced case, the Court has approved the settlement in this matter and entered the
7 judgment requested by the parties. Pursuant to this Stipulation, you will receive either with this
8 notice, or through a separate, contemporaneous mailing, your settlement payment. In addition,
9 please be advised that per the terms of the Stipulation, each Settlement Class Member may seek
10 reimbursement under Wells Fargo's current expense reimbursement policy for additional home
11 internet expenses only if they (a) were incurred in California from March 1, 2020 through May 31,
12 2022; (b) are allocable to work for Wells Fargo; (c) are reasonable and properly documented; (d)
13 were incurred when the Settlement Class Member was working remotely on a non-voluntary basis,
14 i.e. in situations in which the Settlement Class Member did not freely choose to work remotely but
15 was instead compelled to do so by a Wells Fargo or governmental directive; (e) were not already
16 reimbursed by Wells Fargo; and (f) exceed the amount of the Settlement Sum that the Settlement
17 Class Member has received or will receive pursuant to the Stipulation (the contemporaneous
18 payment), i.e., you can seek such reimbursement only to the extent such expenses exceed the
19 amount of the payment you have received per the Stipulation. For information on how to seek
20 reimbursement of such additional expenses and to provide documentation satisfying the foregoing
21 requirements, if you choose to do so, please visit [WEBSITE ADDRESS]. The deadline for
22 making such requests and providing the required documentation is [DATE THAT IS 180 DAYS
23 AFTER ISSUANCE OF CLASS NOTICE]. You are not required to make any such additional
24 submission to cash your settlement payment. The entry of judgment in this matter closes the
25 litigation.