FILED
San Diego Superior Court
NOV 13 2026
Clerk of the Superior Court
By: A. Zarzoso, Deputy

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8/4/2026 1:01:39 PM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

BALJIT BAINS, an individual, for the real party in interest, the State of California,

Plaintiff,

v.

WELLS FARGO BANK, NA; and DOES 1 through 50,

Defendants.

Case No. 37-2023-00036180-CU-OE-CTL

Judge: Hon. Carolyn Caietti
Department: C-70

[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTRY OF JUDGMENT

Judge: Hon. Carolyn Caietti
Department: C-70
Date: August 28, 2026
Time: 10:30 AM

WHEREAS, this matter has come before the Court for hearing on August 28, 2026, pursuant to the Court's Order Granting Preliminary Approval dated January 16, 2026, on Plaintiff's Motion for final approval of the Class Action and PAGA Representative Action Settlement Agreement and Release (the "Settlement" or "Settlement Agreement"); and

WHEREAS, the Court has reviewed and considered the Settlement Agreement, Plaintiff's Motion for Final Approval, the supporting declarations and exhibits, all papers filed in this action, the arguments of counsel, and the entire record in this matter, and good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED, and DECREED AS FOLLOWS:

1. The Settlement Agreement is hereby incorporated into this Order by reference as though fully set forth herein. Unless otherwise defined in this Order, all capitalized terms shall have the meanings assigned to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this Action, the Parties, and all Settlement Class and PAGA Group Members.

3. Pursuant to the Court's Order Granting Preliminary Approval, the Settlement Administrator mailed by first-class United States mail a Notice of Proposed Class Action Settlement to each Settlement Class Member. The Notice informed Settlement Class Members of the material terms of the Settlement, their right to receive a Settlement Share payment without taking any action, their right to object to or comment upon the Settlement, their right to request exclusion from the Settlement, and their right to appear at the Final Approval Hearing personally or through counsel. Settlement Class Members were afforded adequate time to exercise each of these rights.

4. No Settlement Class Member filed a written objection to the Settlement or indicated an intent to appear at the Final Approval Hearing.

5. One (1) Class Member opted out of the Settlement by submitting a timely and valid Request for Exclusion: Prabhdeep Ghotra.

6. One (1) Class Member submitted an untimely Request for Exclusion: Luis Ceja.

7. The Court finds that the notice procedure constituted the best notice practicable under the circumstances, fully satisfied the requirements of due process, California law, and the

California Rules of Court, and provided Settlement Class Members with a full and fair opportunity to participate in, object to, or request exclusion from the Settlement. The Court further finds that the overwhelmingly favorable reaction of the Settlement Class strongly supports final approval of the Settlement.

8. Solely for purposes of effectuating the Settlement, the Court finds that the requirements for class certification are satisfied. Specifically, the Court finds that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class, and a well-defined community of interest exists among Settlement Class Members; (c) Plaintiff's claims are typical of the claims of the Settlement Class; (d) Plaintiff has fairly and adequately represented the interests of the Settlement Class; (e) a class action is superior to other available methods for the fair and efficient adjudication of this controversy; and (f) Class Counsel are experienced, competent, and have fairly and adequately represented the interests of Plaintiff and the Settlement Class.

9. The Court confirms certification, for settlement purposes only, of the following Settlement Class defined as:

(1) all current and former non-exempt employees of Wells Fargo in California who were class members in the prior class action settlement in *Popal v. Wells Fargo Bank, N.A.*, San Diego County Superior Court Case No. 37-2020-00038101-CU-OE-CTL ("the *Popal* Settlement") and received paid sick leave from June 13, 2022, to September 26, 2025; and

(2) all current and former non-exempt employees of Wells Fargo in California who were not class members in the *Popal* Settlement and received paid sick leave from October 27, 2021, to September 26, 2025.

10. For settlement purposes, PAGA Group Members are defined as: All current and former non-exempt employees of Wells Fargo in California who received paid sick leave from June 13, 2022, to September 26, 2025.

11. The Court finds that the Settlement was reached through informed, non-collusive, arm's-length negotiations facilitated by an experienced neutral mediator. The Court further finds that the Parties conducted sufficient investigation, research, motion practice, and informal discovery to reasonably evaluate the strengths and weaknesses of their respective positions and the risk of continued litigation. The Settlement avoids the additional expense, delay, and uncertainty of continued litigation while providing substantial benefits to the Settlement Class.

12. In determining whether the Settlement is fair, reasonable, and adequate, the Court has considered, among other things, the strength of Plaintiff's claims, the risks, expense, complexity, and likely duration of further litigation, the risks of obtaining and maintaining class certification, the amount offered in settlement, the extent of investigation completed, the experience and views of Class Counsel, the reaction of the Settlement Class, and all other relevant factors. Having considered these factors, the Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

13. The Court approves the non-reversionary Gross Settlement Amount of **$2,950,000** as fair, reasonable, and adequate. Except as expressly provided in the Settlement Agreement, no portion of the Gross Settlement Amount shall revert to Defendant. The Gross Settlement Amount shall be distributed in accordance with the Settlement Agreement.

14. The Settlement is finally approved in all respects. The Parties are ordered to implement and consummate the Settlement according to its terms. All Class Members who did not submit timely Requests for Exclusion are bound by this Order and Judgment and by the terms of the Agreement, including the releases provided for in the Agreement. As of the Settlement Date, by operation of this Order and Judgment, each Participating Class Member, including Plaintiff, shall be deemed to have fully released, waived, relinquished, and discharged, to the fullest extent permitted by law, all Released Claims that he or she may have against the Released Parties.

15. The Court approves the Settlement Share payments to Participating Settlement Class Members and orders the Settlement Administrator to distribute those payments in accordance with the Settlement Agreement.

16. The Court approves payment of Settlement Administration Costs to Rust Consulting, Inc. in the amount of **$80,000**, and finds that amount to be fair and reasonable.

17. The Court approves the requested Class Representative Service Award of **$10,000** to Plaintiff Baljit Bains and finds the award fair and reasonable. The Settlement Administrator is ordered to make this payment in accordance with the Settlement Agreement.

18. The Court approves the allocation of **$100,000** to resolve the claims brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") and approves the Settlement pursuant to California Labor Code Section 2699(s)(2). $75,000 shall be paid to the California Labor and Workforce Development Agency ("LWDA"), representing its 75% share of the civil penalties, and $25,000 shall be distributed to the PAGA Group Members in accordance with the Settlement Agreement. The Court finds that the PAGA settlement is fair, reasonable, and adequate.

19. The Court awards Class Counsel attorneys' fees in the amount of **$983,333.33** under the common fund doctrine and litigation costs in the amount of $18,844.07. The Court finds both the requested attorneys' fees and litigation costs to be fair, reasonable, and reasonably incurred in prosecuting this Action. The Settlement Administrator is ordered to distribute these amounts in accordance with the Settlement Agreement.

20. Settlement Share payments not cashed or deposited within 180 days after the issuance date shall become void. Any funds remaining from those uncashed checks shall be transmitted by the Settlement Administrator to the California State Controller's Unclaimed Property Fund in accordance with the Settlement Agreement.

21. Neither Defendant nor any Released Party shall have any obligation to pay or provide any further consideration to any Class Member or PAGA Group Member by reason of the Agreement except as provided for by the Agreement.

22. The Settlement is not an admission of liability by Defendant or any Released Party, nor is this Judgment a finding that any claims in the Action against Defendant are valid. Neither this Judgment, nor the Settlement, may be construed as, or used as an admission of any fault, wrongdoing or liability whatsoever by Defendant or any Released Party. The entering into or

carrying out of the Settlement, and related negotiations, shall not be offered in evidence against Defendant or any Released Party in any action or proceeding in any court, administrative agency or other tribunal for any purpose other than to enforce this Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any Released Party may file in the Action or any other proceeding, this Judgment, the Settlement, or any other papers on file in the Action, to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim or issue preclusion or similar defense.

23. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement Agreement or this Order, including Defendant's obligation to fund the Settlement and the Settlement Administrator's obligation to distribute Settlement Payments in accordance with the Settlement Agreement.

24. Without affecting the finality of this Order or the Judgment, the Court retains exclusive and continuing jurisdiction pursuant to California Rules of Court, rule 3.769(h), Code of Civil Procedure section 664.6, and applicable law over all matters relating to the interpretation, implementation, administration, consummation, enforcement, and effectuation of the Settlement Agreement and this Order.

25. The Court enters final judgment pursuant to the Settlement Agreement, the Court's Order Granting Preliminary Approval, and this Final Approval Order.

26. This Judgment shall constitute a final judgment for purposes of California Rules of Court, rule 3.769(h), and Code of Civil Procedure sections 577 and 904.1(a). Plaintiff, the Participating Settlement Class Members, and the PAGA Group Members shall recover only the relief expressly provided in the Settlement Agreement.

27 A status conference re distribution will be held on June 25, 2027 at 9:45 a.m.

IT IS SO ORDERED.

Dated: 11/13/26

HONORABLE CAROLYN CAIETTI
JUDGE OF THE SUPERIOR COURT

Robert C. Longstreet