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, vs. WELLS FARGO BANK, NA; and DOES 1 through 50, Defendant.	CASE NO. 37-2023-00036180-CU-OE-CTL Assigned for all purposes to Judge Carolyn Caietti, Dept. C-70 **CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT**

This Class Action and PAGA Representative Action Settlement Agreement and Release (hereinafter "Settlement" or "Agreement") is made and entered into by and between Plaintiff Baljit Bains (hereinafter, "Plaintiff" or "Class Representative"), individually and on behalf of the settlement class and allegedly aggrieved employees, and Defendant Wells Fargo Bank, N.A. (hereinafter "Defendant" or "Wells Fargo") (collectively, "the Parties") and subject to the approval of the Court.

1. On August 21, 2023, Plaintiff Baljit Bains filed an action pursuant to the Private Attorneys' General Act ("PAGA"), San Diego County Superior Court Case No. 37-2023-00036180-CU-OE-CTL ("the Action"). The Action is brought on behalf of all current and former non-exempt employees of Wells Fargo in California who received paid sick leave from June 13, 2022, to the present. Plaintiff alleges that Wells Fargo miscalculated the rate of pay for paid sick leave because it allegedly failed to include various forms of compensation in the calculation, including paid time off and meal period and rest break premiums. The Action also alleges violations of Labor Code Sections 201, 202, 203, 204, 226, 432, and 1198.5 which are largely derivative of Plaintiff's sick leave allegation. Defendant contends that it properly used a paid sick leave calculation allowable by the statute.

2. On September 30, 2025, the Parties participated in a day-long mediation before Steven Rottman, a well-regarded mediator who has mediated many employment class and PAGA actions. The Parties were able to reach a settlement in the days following the September 30, 2025, mediation.

3. Prior to the September 30, 2025, mediation, the Parties engaged in an informal exchange of information. Defendant provided Plaintiff with documentation regarding its sick leave policy, the method Wells Fargo uses to calculate sick leave, a sample of allegedly aggrieved employees' payroll records, and

information regarding the number of allegedly aggrieved employees and the number of pay periods in which those individuals received paid sick leave during the relevant time period. Furthermore, counsel for the Parties conferred extensively concerning this information, the merits of the Parties' claims and/or defenses, and other issues relevant to reaching a settlement.

4. Plaintiff and her counsel have conducted sufficient discovery and analysis to evaluate the strengths and weaknesses of her respective claims and Wells Fargo's defenses and to recommend this Settlement to the Class Members, PAGA Group Members and the Court.

TERMS OF SETTLEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

5. Amended Complaint: As part of the settlement of this Action and for purposes of this settlement only, Plaintiff will file a stipulation ("Stipulation") allowing her to file a First Amended Complaint in the Action. Plaintiff shall add class action claims for: (1) unfair competition based on failure to properly pay paid sick leave; (2) failure to provide compliant wage statements; (3) failure to timely pay all final wages and waiting time penalties under Labor Code Section 203; and (4) failure to timely pay all wages during employment. The forms of the Stipulation and First Amended Complaint are attached hereto as **Exhibit "A."** Otherwise, the Amended Complaint will be identical to the current operative complaint in the Action. If this Agreement does not become final for any reason, the Parties' willingness to stipulate to the filing of the First Amended Complaint shall have no bearing on, and will not be admissible in connection with, these issues in the Action or any

subsequent proceeding. If this Agreement does not become final, neither the Parties nor their counsel will offer or make reference to this Stipulation for purposes of settlement in any subsequent proceeding in the Action or any other action.

6. Definitions of Certain Settlement Terms:

a. The word "Person" shall have the meaning set forth in Government Code Section 17.

b. The "Settlement Class" consists of: (1) 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) 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.

c. Each individual member of the Settlement Class shall be referred to as a "Class Member."

d. "Participating Class Members" means and refers to Class Members, except those who timely submit a valid Request for Exclusion (as defined below) from this Settlement pursuant to the process described herein.

e. "PAGA Group Members" are 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.

f. "Class Counsel" means and refers to Mashiri Law Firm, APC and The Jami Law Firm P.C.

g. "Administrator" means and refers to the administrator responsible for administering this settlement, Rust Consulting, Inc.

7. Settlement of Action: This Action and any claims, damages, or causes of action alleged in this Action, or that reasonably could have been alleged based on or arising out of the facts alleged in the Action, including any claims arising from the alleged violation of any provision of federal and/or state law which were or reasonably could have been raised as a part of the Action, based on the facts alleged in the Action, shall be settled and compromised as between the Participating Class Members, PAGA Group Members, and Wells Fargo, subject to the terms and conditions set forth in this Agreement and the approval of the Superior Court of the State of California for the County of San Diego.

8. Settlement Date: The Settlement embodied in this Agreement shall become effective upon execution by all Parties, Class Counsel, counsel for Wells Fargo, and final approval from the Court, following notice to the Class Members and a formal fairness hearing and entry of a final judgment by the Court in accordance with the terms herein.

9. Settlement Amount.

a. In consideration for this Settlement and a release by the Participating Class Members and PAGA Group Members, as provided herein, Wells Fargo has agreed to pay $2,950,000.00 (the "Gross Settlement Amount" or "GSA") plus the employer's share of any payroll taxes related to the settlement payments. In no event shall the amount paid by Wells Fargo exceed the Gross Settlement Amount (plus the employer's share of any payroll taxes). In no event shall any part of the Gross Settlement Amount revert to Wells Fargo.

b. The "Net Settlement Amount" is defined as the Gross Settlement Amount, less all of the following: (1) all costs of settlement administration, estimated at $80,000; (2) attorneys' fees of up to $983,333.33 (the maximum amount of Class Counsel's fee application); (3) Class Counsel's reasonable out-of-pocket costs (not to exceed $30,000); (4) the Class Representative service payment award not to exceed the sum of $10,000; and (5) $100,000 for the PAGA Payment, which will be paid 75% ($75,000) to the California Labor and Workforce Development Agency, and 25% ($25,000) to PAGA Group Members.

10. Settlement Formula and Distribution: Subject to the conditions of this Agreement, Participating Class Members shall be entitled to a share (the "Settlement Share") of the Net Settlement Amount. Each Settlement Share shall be determined as follows:

a. The Net Settlement Amount shall be divided amongst all Participating Class Members based on their pro-rata share of pay periods where they received paid sick leave during the relevant time period. For those Participating

Class Members who were class members in the *Popal* Settlement, the relevant time period is June 13, 2022, to September 26, 2025. For those Participating Class Members who were not class members in the *Popal* Settlement, the relevant time period is October 27, 2021, to September 26, 2025. Participating Class Members who terminated employment between October 27, 2021, and the date this Court grants preliminary approval of the Settlement (hereinafter, "Preliminary Approval Date") will be allocated an additional three pay periods. Each Participating Class Member's pro rata share is determined by dividing the number of pay periods allocated to that Participating Class Member by the total number of pay periods allocated to all Participating Class Members.

b. The "PAGA Allocation." PAGA Group Members will receive a pro rata share of the $25,000 portion of the $100,000 PAGA Payment based on the number of pay periods they received paid sick leave from June 13, 2022, to September 26, 2025. Each PAGA Group Member's pro rata share is determined by dividing the number of pay periods allocated to that PAGA Group Member by the total number of pay periods allocated to all PAGA Group Members. PAGA Group Members will receive this payment and be bound by the PAGA release whether or not they request exclusion from the settlement.

11. Reference to Wells Fargo's Records: The number of relevant pay periods for each Class Member and/or PAGA Group Member during the relevant time period, and the relevant criteria for those pay periods to be considered for the purposes of this settlement (*e.g.,* receiving sick pay) will be determined exclusively by reference to Wells Fargo's payroll and time records. Wells Fargo's records shall be presumptively correct for determining who the Class Members and PAGA Group

Members are and which pay periods involve the relevant criteria. If a Class Member disputes the accuracy of Wells Fargo's records or Defendant contends a claim is invalid, the dispute will be handled as indicated in Paragraph 32 herein.

12. <u>Allocation of Settlement Payments</u>: One-third of the Settlement Share payments to Participating Class Members shall be considered wages and shall be subject to the withholding of all applicable local, state and federal taxes. Participating Class Members will receive from the Administrator an IRS Form W-2 for the payment and taxes that will be withheld at the rate required by law. Two-thirds of the Settlement Share payments to Participating Class Members shall be considered non-wages for the settlement of interest and statutory and civil penalty claims. Additionally, the PAGA Allocation shall be considered non-wages for the settlement of civil penalty claims. Participating Class Members and PAGA Group Members will receive from the Administrator an IRS Form 1099 for these payments, in accordance with IRS requirements, and will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing.

13. <u>Service Payment Award to Class Representative</u>: Subject to the approval of the Court, Wells Fargo will pay Ten Thousand Dollars ($10,000) to the Class Representative as a service payment award for her time and efforts as Class Representative and taking the risk of paying the costs of Wells Fargo in the event of an unsuccessful outcome, as well as for her assistance to her counsel in prosecuting this Action on behalf of the absent class members. This service payment award is in addition to her right to participate in the claims process. This service payment award shall be paid from the Gross Settlement Amount.

a. The Class Representative will receive an IRS Form 1099 for the service payment award and will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing.

b. The Class Representative hereby holds Wells Fargo harmless for and against any action or liability of Class Representative, including but not limited to any costs and/or legal fees incurred by Defendant if any tax authority should dispute the characterization of this compensation.

c. If the Court fails to approve or approves a lower service payment award to the Class Representative than provided for in this Agreement, the unapproved amount shall become part of the Net Settlement Amount to be allocated according to the terms of this Agreement.

14. Payment of the LWDA Allocation: Wells Fargo, via the Administrator and from the GSA, will pay the LWDA Allocation to the State of California for its share of civil penalties pursuant to PAGA, approved by the Court. This payment is 75% of the PAGA Payment, the amount the Parties have earmarked for the release of PAGA Group Members' claims, if any, under the PAGA.

15. Attorneys' Fees and Costs

a. Class Counsel shall submit an application for an award of attorneys' fees not to exceed $983,333.33, which is one-third of the Gross Settlement Amount. This will cover all work performed to date and all work to be performed in connection with the approval by the Court of this Agreement and the final conclusion of this Action and will be paid out of the Gross Settlement Amount. Wells Fargo agrees not to oppose any fee application that is not in excess of the amount specified in this Paragraph.

b. Class Counsel shall submit an application for reimbursement of costs and expenses in an amount not to exceed $30,000. This amount will cover all costs and expenses incurred to date or to be incurred. This amount shall come from the Gross Settlement Amount. Wells Fargo agrees not to oppose any cost and expense application that is not in excess of the amount specified in this Paragraph.

c. If the Court fails to approve or approves a lower amount of attorneys' fees and costs than the maximum amount that may be requested under this Agreement, the unapproved amount shall become part of the Net Settlement Amount to be allocated according to the terms of this Agreement.

16. Administration Fees: Wells Fargo will pay all costs of administration of the Settlement by the Administrator out of the GSA. The costs of administering the settlement are estimated to be $80,000. In no event will Wells Fargo be obligated to pay any costs of administration of the Settlement other than from the GSA. In the event the Administrator administers the settlement for less than the amount of the GSA earmarked for this purpose, such funds shall become part of the Net Settlement Amount to be allocated according to the terms of this Agreement.

17. Payment Date: Wells Fargo shall pay to Administrator all amounts awarded and approved by the Court, for payment to the Settlement Class, the service payment award, the PAGA Allocation and the LWDA Allocation, administration fees, and attorneys' fees and costs on the "Payment Date," which shall be the latest of the following occurrences:

a. Fifteen (15) business days following the entry of a Judgment finally approving this Settlement, provided no objection is made to this Settlement prior to or at the hearing for final approval of this Settlement.

b. If an objection to this Settlement is made before or at the hearing for final approval of this Settlement, then ninety (90) calendar days after the notice of entry of a Judgment is served, provided that no appeal is filed.

c. If an appeal has been taken or sought, fifteen (15) business days after the date the Judgment finally approving this Settlement is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

Within fifteen (15) business days after the Payment Date, the Administrator shall pay the amounts awarded and approved by the Court, including payments to the Participating Class Members, PAGA Group Members, the LWDA, the service payment award, and attorneys' fees and costs.

18. <u>No Further Payments</u>: Defendant shall have no obligation to pay or provide any further consideration to any Class Member and/or PAGA Group Member by reason of this Agreement or because of the foregoing payments, including but not limited to contributions to any 401(k) or other retirement or employee benefit plan, vacation or sick pay, etc. Any payments made pursuant to this Agreement will not trigger any obligation of Defendant to make any withholding for 401(k) contributions or to make any contributions to any 401(k) or similar such plan.

19. <u>Certification for Settlement Purposes Only</u>: As part of this Agreement, the Parties stipulate to the certification of the Settlement Class for purposes of this Settlement

only. If this Agreement does not become final for any reason, the Parties' willingness to stipulate to class certification as part of this Settlement shall have no bearing on, and will not be admissible in connection with, the issue of whether any class should be certified in these cases or in any subsequent proceeding. The Parties and their counsel will not offer or make reference to this provisional stipulation to class certification for purposes of this Settlement in any subsequent proceeding in this Action (except for purposes of having this Agreement approved by the Court) or in any other action.

20. Parties' Contentions: In entering into this Agreement, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class or representative treatment. Defendant contends, among other things, that it has complied with the Labor Code and the Business and Professions Code at all times. In entering into this Agreement, Plaintiff believes that she has filed a meritorious action and that class certification is appropriate.

21. Settlement Fair, Reasonable, and Adequate: Plaintiff and her counsel are of the opinion that the terms set forth in this Agreement are fair, reasonable, and adequate and this Agreement is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. Defendant and its counsel also agree that this Agreement is fair and in the best interests of the Class Members.

THE SETTLEMENT ADMINISTRATOR

22. Selection of Administrator: Subject to the Court's approval, Rust Consulting, Inc. shall be retained as the Administrator.

23. Class List: Within thirty (30) calendar days of the Preliminary Approval Date, Defendant shall provide to the Administrator, in a Microsoft Excel Spreadsheet, or similar digital format, a listing containing, for each and every member of the Settlement Class, the following information: (1) name, (2) last known address, (3) Social Security number; (4) the number of pay periods each Class Member received paid sick leave during the relevant time period, (5) the number of pay periods each PAGA Group Member received paid sick leave during the relevant time period, and (6) whether the Class Member terminated employment with Wells Fargo during the relevant time period. This information is strictly confidential and shall not be shared with anyone other than the Administrator, including Class Counsel.

24. Administrator's Duties: The Administrator's duties will include preparing, printing, and mailing the Notice of Settlement to Class Members; conducting any necessary verifications of Class Member Social Security numbers; conducting a National Change of Address search on all Class Members before the initial Notice of Settlement mailing; conducting skip tracing on any Notice of Settlement returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the Notice of Settlement to the Class Member's new address; reviewing and processing Requests for Exclusion (as defined below) and objections to the Settlement; handling disputes made by Class Members; providing the Parties with periodic status reports about the delivery of Notice of Settlement, receipt of Requests for Exclusion and objections to the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement.

25. Qualified Settlement Fund: The Parties agree that the settlement funds will be placed in an account held by the Administrator to effectuate the terms of this Agreement and the orders of the Court. The Parties agree that the settlement fund (1) shall be established pursuant to an order of the Court prior to the receipt of any monies from Defendant; (2) that it shall be established to resolve and satisfy the contested Claims that have resulted, or may result, from the matters that are the subject of this Action and that are released by this Settlement; and (3) that the fund or account that is established and its assets are segregated and shall be segregated (within a separately established fund or account) from the assets of Defendant and all related other persons. The Administrator shall be responsible for establishing, administering and otherwise operating the settlement fund, including the preparation and filing of federal, state, and local tax returns. The Administrator shall also be responsible for preparing and issuing all checks to the Participating Class Members, PAGA Group Members, Plaintiff, Class Counsel, the LWDA and all checks for claims administration costs and expenses that are approved by the Court and any other payments included in this Agreement and approved by the Court.

26. Administrator's Findings: The Administrator shall report, in summary or narrative form, the substance of its findings and, in that regard, the Administrator's approval of claims shall be considered presumptively correct and binding on the Parties, unless the Court rules otherwise. The Administrator shall be granted reasonable access to Wells Fargo's records to perform its duties. All disputes relating to the Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement. The Administrator submits to the jurisdiction of the Court in connection with its appointment as Administrator.

27. Administrator's Reports: The Administrator shall provide weekly reports to counsel concerning receipt of Class Members' requests for exclusion, objections and returned mail.

ADMINISTRATION OF SETTLEMENT

28. Notice of Settlement: Within forty-five (45) days of the Preliminary Approval Date, the Notice of Settlement, in the form attached hereto as **Exhibit "B"**, and approved by the Court, shall be sent by the Administrator to each Class Member. The Notice of Settlement shall be sent by first class mail to each Class Member's current or last known address on file at Defendant, following an updated review of the National Change of Address Registry by the Administrator.

a. Returned Notices: All Notice of Settlement mailing packets returned from this mailing with forwarding addresses affixed thereto will be utilized by the Administrator to locate the Class Members through reasonable and customary skip tracing efforts used in the administration of such settlements.

It will be presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member received the notice.

b. The Administrator shall provide the Court, at least twenty (20) business days prior to the final fairness hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice of Settlement, and all attempts to locate Class Members. Class Counsel shall be responsible for working with the Administrator to timely file the declaration of due diligence.

29. Administrator's Responsibility for Payment: The Administrator is responsible for having the payments to each Participating Class Member and PAGA Group Member issued, calculating and withholding all required state and federal taxes, and performing the tax reporting on such payments. The Administrator may send Participating Class Members a single check combining their Settlement Share and their portion of the PAGA Allocation if applicable. Upon completion of its review, the Administrator shall provide the Parties with a report listing the amount of payments made to each Participating Class Member and PAGA Group Member. This report will not contain names or identifying information of Class Members. Settlement checks will be valid for one-hundred eighty (180) days. At the end of that 180-day period, settlement checks will be void. The amounts of any voided settlement checks shall be distributed to the California State Controller's Unclaimed Property Fund.

30. Exclusions: The Notice of Settlement shall describe the process for Class Members to submit a request for exclusion (*i.e.*, "opt-out") ("Request for Exclusion") from this Settlement. The $25,000 in PAGA penalties allocated to PAGA Group Members will be paid to those PAGA Group Members even if they opt-out of the Settlement. Class Members who submit a Request for Exclusion cannot object to the Settlement, cannot be Participating Class Members, and are not eligible for a Settlement Share unless they revoke their Request for Exclusion in writing prior to the Final Fairness Hearing.

a. Any Class Member who does not validly submit a Request for Exclusion within forty-five (45) days of the date the Notice of Settlement is sent to the Settlement Class shall be bound by the terms of this Agreement and the class release, even if he/she files an objection to the Settlement.

b. No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a Request for Exclusion was submitted timely and lost, destroyed, misplaced or otherwise not received by the Administrator unless the Class Member has adequate proof that the Request for Exclusion was mailed timely certified and return receipt requested or has equivalent proof of timely delivery.

31. Objections to the Settlement:

a. To object, a Class Member may submit a timely written objection to the Administrator. Class Members may also appear at the time of the Final Approval Hearing and ask to be heard by the Court.

b. Any written objections shall state each specific objection and any legal and factual support for each objection. The objection must also state the Class Member's full name and address. Written objections to approval of the Settlement must be submitted to the Administrator no later than forty-five (45) days after the Administrator mails the Notices of Settlement to the Settlement Class.

c. If the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement including the release.

32. Handling of Disputes: If a Class Member disputes the accuracy of Wells Fargo's records or Defendant contends a claim is invalid, counsel for the Parties will make a good faith effort to resolve the disagreement. If the dispute is not thereby resolved, it will be referred to the Administrator, who will talk to such persons and representatives from Defendant telephonically, and issue a non-appealable, final

decision as to the total amount due, if any, to the Class Member. The submission of any dispute to the Administrator must be made within forty-five (45) days after the Notices of Settlement are sent to the Class Members.

RELEASE OF CLAIMS BY THE SETTLEMENT CLASS AND PAGA GROUP MEMBERS

33. **Release of Claims**:

Release by Participating Class Members: Upon the Settlement Date, and except as to such rights or claims as may be created by this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Defendant, its present and former parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys (collectively hereafter, the "**Released Parties**") from any and all claims, rights, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature, whether known or unknown, through the Preliminary Approval Date, that were or reasonably could have been alleged based on the facts alleged in the Action (including the First Amended Complaint), including without limitation any and all claims for failure to properly pay paid sick leave under California Labor Code Sections 245, *et seq.* and claims for waiting time penalties under California Labor Code Sections 201-203, unfair competition, conversion of wages, and any other penalties, including but not limited to penalties arising under California Labor Code Sections 204, 226 and 2698, *et seq.*, based upon the failure to properly pay paid sick leave. This includes all claims of any kind for statutory damages, restitution, interest, civil and statutory penalties, injunctive relief, punitive damages, liquidated damages, other damages, costs, expenses and attorneys' fees arising from the alleged violation of any provision of common law or statutory law which were or reasonably could have been alleged based on the facts alleged in the Action (including the First Amended Complaint).

Release by Aggrieved Employees: Upon the Settlement Date, all PAGA Group Members and the State of California shall be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, rights, debts, liabilities, demands, obligations, guarantees, actions, or causes of action under PAGA, whether known or unknown, through the Preliminary Approval Date, that are alleged in the Action (including the First Amended Complaint) and/or the notice of alleged PAGA violations sent by Plaintiff to the LWDA ("PAGA Notice"), or that reasonably could have been alleged based on the facts alleged in the Action (including the First Amended Complaint) and/or PAGA Notice, including any and all claims arising out of any alleged failure to properly pay paid sick leave.

The released claims referenced in this paragraph are collectively referred to as the "Released Claims." With respect to the Released Claims, Plaintiff, Class Members, and PAGA Group Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims and by virtue of this Agreement, Plaintiff, Participating Class Members, and PAGA Group Members shall be deemed to have, and by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined above.

This Agreement is intended to have *res judicata* and preclusive effect in the Action and any and all other pending and future lawsuits or other proceedings encompassed by the Releases above, maintained by or on behalf of Plaintiff, any Participating Class Member, or any PAGA Group Member. The Parties agree that the Release will and may be raised as a complete defense to any action or proceeding based on any of the Released Claims.

DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL

34. The Parties shall promptly submit this Agreement to the Superior Court of the State of California, County of San Diego, in support of the motion for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. The Parties shall also apply to the Court for the entry of a preliminary order substantially in the form attached hereto as **Exhibit "C."** Class Counsel shall submit the preliminary approval papers to Wells Fargo's Counsel for their review at least five (5) business days prior to the filing of such papers with the Court.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

35. In advance of the final approval hearing of the Settlement provided for in this Agreement, the Parties will jointly submit a proposed final judgment. Class Counsel shall submit the final approval papers to Wells Fargo's Counsel for their review at least five (5) business days prior to the filing of such papers with the Court.

VOIDING THE AGREEMENT

36. If the Court disapproves of or refuses to enforce any of the material conditions set forth in this Settlement, this Settlement shall, at the option of Defendant, be void, and of no further force and effect and shall not be used or admissible in any subsequent proceeding. Defendant may exercise its option to void this Settlement as provided in this paragraph by giving notice, in writing, to Class Counsel and to the Court within two (2) weeks of the entry of the Court's order disapproving or refusing to enforce any of the material conditions of the Settlement. If Defendant exercises this option in accordance with the terms of this paragraph, all portions of the Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Agreement shall not apply. If Defendant exercises this option, Defendant shall pay all costs of administration incurred up to that date.

37. Defendant shall have the right, in its sole discretion, to rescind this Agreement if more than five percent (5%) of the Settlement Class "opts-out" of the Class by submitting a valid and timely Request for Exclusion. Defendant may exercise its option to rescind this Settlement as provided in this paragraph by giving notice, in writing, to Class Counsel and to the Court at any time prior to final approval of the settlement by the Court, but not later than two (2) weeks after receiving notice that the number of "opt-outs" exceeds five percent (5%). If the right to rescind is exercised in accordance with the terms of this paragraph, all portions of the Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Agreement shall not apply. If Defendant exercises the option to rescind the Settlement, Defendant shall pay all costs of administration incurred to the date of rescission.

38. If the conditions of the Settlement set forth herein are not satisfied, or if Defendant rescinds the Settlement under Paragraphs 36 and 37 above, or if the Payment Date does not occur, or, if one or more of the material terms of the Agreement is not approved or is materially modified or reversed, with the exception of the Court's reduction of the amounts of Attorneys' Fees and Costs, Class Representative's Service Payment Award, or Administrator's fee, then this Agreement shall be cancelled, terminated, and shall have no force or effect, unless the Parties agree otherwise. If the Settlement is not finally approved, or if this Settlement is terminated, revoked or cancelled pursuant to its terms, the Parties to this Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the mediation held in this matter on September 30, 2025.

PARTIES' AUTHORITY

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

MUTUAL FULL COOPERATION

40. The Parties shall fully cooperate with each other to accomplish the terms of this Agreement, including execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement and to secure the Court's final approval of this Agreement.

NO SOLICITATION

41. The Parties agree that they and their respective counsel and employees will not solicit any Class Member to opt out or object to the Settlement, or appeal from the

Judgment. Nothing in this paragraph shall be construed to restrict Plaintiff's counsel's ability to communicate with Class Members in accordance with their ethical obligations owed to Class Members.

STAY OF LITIGATION

42. The Parties agree that, upon execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement.

NO PRIOR ASSIGNMENTS

43. The Class Representative hereto represents, covenants, and warrants that she has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

NO ADMISSION

44. Nothing contained herein, including the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation settled herein with the attendant inconvenience, expenses, and uncertainties. This Agreement is a settlement document and shall, pursuant to Federal Rule of Evidence 408 and California Evidence Code Section 1152, be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement.

TAXES

45. Neither Class Counsel nor counsel for Defendant intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Class Member may be unique, and each Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this Settlement Agreement.

46. It shall be the responsibility of the Administrator or its designee to timely and properly withhold from individual Settlement Shares payable to Participating Class Members all applicable federal, state and local income and employment taxes and to prepare and deliver the necessary tax documentation for signature by all necessary Parties and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. It shall be the responsibility of the Administrator to pursue tax refunds on any uncashed checks, and to remit such payments accordingly. Payments to Participating Class Members, PAGA Group Members and to Class Counsel pursuant to this Stipulation shall be reported on IRS Forms 1099 as provided in this Agreement and as necessary, and provided by the Administrator to the respective Participating Class Members, PAGA Group Members, Class Counsel and all applicable governmental authorities as required by law.

NOTICES

47. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail with return receipt requested, addressed as follows:

To Plaintiff and Settlement Class:

Alex Asil Mashiri, Esq.
Mashiri Law Firm, APC
11251 Rancho Carmel Dr., No. 500694
San Diego, CA 92150

To Defendant's Counsel:

Theresa Kading, Esq.
Kading Briggs LLP
100 Spectrum Center Drive, Suite 800
Irvine, California 92618

CONSTRUCTION

48. The terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her, or its counsel participated in its drafting.

CAPTIONS AND INTERPRETATIONS

49. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

MODIFICATION

50. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto. This Agreement may not be discharged except by

performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

51. This Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

52. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective spouses, heirs, trustees, and executors, administrators, successors, and assigns, including Defendant and the Released Parties.

CLASS MEMBER SIGNATORIES

53. Because the members of the class are so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The Notice of Settlement, Exhibit "B" hereto, and other forms of notice described herein will advise all Class Members of the binding nature of the release and such shall have the same force and effect, to the extent permitted by law, as if this Agreement were executed by each Class Member.

CORPORATE SIGNATORIES

54. Any person executing this Agreement or any such related document on behalf of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto that such person has been duly authorized by such corporation to execute this Agreement or any such related document.

COUNTERPARTS

55. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties as set forth herein. Copies, electronic, and facsimile transmissions of signatures shall be considered the same as an original signature.

PUBLIC COMMENT

56. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) as required by law or in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government

agency.

57. Plaintiff's counsel will not, unless required by law, (i) issue any press releases or have any communications to the press concerning or relating to this litigation, or the terms of this Agreement, and/or the business practices of Defendant, (ii) initiate, seek, or respond to press or media coverage of or inquiries regarding the Settlement or the business practices of Defendant, (iii) make any comment (whether on-the-record, off-the-record, or any other comment whatsoever) on any aspect of the Settlement or the business practices of Defendant to any member of the press or media (including social media), or (iv) use the facts and/or terms and conditions of this Settlement to market or promote legal services. Class Counsel shall not include in any mass mailing, website, or other public communication, a reference to this litigation, this Agreement, and/or the business practices of Defendant; except that this provision shall not apply to or otherwise limit communications with Class Members up to the date of Final Approval of this Agreement, so long as the subject matter of such communications is limited to this Action and Settlement. Nothing in this provision shall affect the ability of Class Counsel or the Administrator to carry out their duties consistent with and as required by any other provision herein.

Nothing contained in this section shall limit or restrict Class Counsel's ability to file a declaration with any Court that identifies this case by name and case number and provides any information about this case and the Settlement in such declaration reasonably necessary to the filing with such court.

DATED: December 19, 2025 THE JAMI LAW FIRM P.C.

By: ______________________
Tamim Jami, Esq.
Attorneys for Plaintiff

DATED: 12-18-2025, 2025 MASHIRI LAW FIRM, APC

By: ______________________
Alex Mashiri, Esq.

Attorneys for Plaintiff

DATED: 12/18/2025, 2025 BALJIT BAINS

By: Baljir Bains
Baljit Bains, Class Representative

DATED: ____________, 2025 WELLS FARGO BANK, N.A.

By: ______________________

Its: ______________________

DATED: ____________, 2025 KADING BRIGGS LLP

By: ______________________
Theresa Kading
Attorneys for Defendant

DATED: ____________, 2025 THE JAMI LAW FIRM P.C.

By:________________________
Tamim Jami, Esq.
Attorneys for Plaintiff

DATED: ____________, 2025 MASHIRI LAW FIRM, APC

By:________________________
Alex Mashiri, Esq.
Attorneys for Plaintiff

DATED: ____________, 2025 BALJIT BAINS

By:________________________
Baljit Bains, Class Representative

DATED: 12/22/2025, 2025 WELLS FARGO BANK, N.A.

Signed by:
By: Bei Ling
63F4BA71E92D47B...

Its: SEVP, head of Human Resources

DATED: 12/22, 2025 KADING BRIGGS LLP

By: Theresa Kading
Theresa Kading
Attorneys for Defendant

EXHIBIT A

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Attorneys for Plaintiff
BALJIT BAINS

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, and on behalf of all other similarly situated individuals Plaintiff, vs. WELLS FARGO BANK, NA; and DOES 1 through 50, Defendants.	Case No. 37-2023-00036180-CU-OE-CTL **FIRST AMENDED COMPLAINT FOR CLASS AND REPRESENTATIVE RELIEF**

Plaintiff BALJIT BAINS ("Plaintiff"), in her capacity as the State of California's designated proxy under the Private Attorneys General Act ("PAGA"), on behalf of herself, other current and former California non-exempt employees ("Representative Employees"), and individually on behalf of herself and all other similarly situated individuals ("Class Members") alleges as follows:

NATURE OF THE ACTION

1. Plaintiff, by and through this action, seeks individual, representative, and class relief.

2. Plaintiff brings this class action on behalf of herself and Class Members employed by Defendant WELLS FARGO BANK NA ("Wells Fargo") and DOES 1 through 50 (all defendants are hereinafter collectively referred to as "Defendants") in California for wage and hour violations of the California Labor Code and the California Business and Professions Code section 17200 et seq. ("UCL")

3. Plaintiff brings this action seeking wages, penalties, restitution, injunctive and other equitable relief, reasonable attorneys' fees and costs, and any other remedies the Court deems just for the violations committed by Defendants as alleged in this complaint.

4. Pursuant to the PAGA, Plaintiff brings this representative action against Defendants for wage and hour violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Order (the "IWC Wage Order").

5. Pursuant to Labor Code section 2699 et seq., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

6. Through the PAGA claims, Plaintiff seeks to recover civil penalties under the PAGA.

JURISDICTION AND VENUE

7. Pursuant to Article VI, section 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of San Diego, State of California because Plaintiff alleges claims arising under California law.

8. This Court has jurisdiction over Defendants because each is believed to be an association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

9. This Court has jurisdiction over Plaintiff's claims for civil penalties under the PAGA.

10. Pursuant to California Code of Civil Procedure section 395, venue is proper in the Superior Court of California for the County of San Diego because this is where the wrongful misconduct alleged herein occurred.

THE PARTIES

11. Plaintiff is a former nonexempt employee who worked for Defendant Wells Fargo for nearly 40 years.

12. At all relevant times, Defendant Wells Fargo was Plaintiff's employer under California law.

13. Defendant Wells Fargo is an American multinational financial services company with a significant presence in California.

14. The State of California is the real party in interest in a PAGA action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81. [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."].)

15. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendant named herein as DOES 1 through 50, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave to amend the operative complaint ("Complaint") to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiff for the events and actions alleged herein.

16. Plaintiff is informed and believes, and based thereon alleges, that at all times, each Defendant was acting as an agent, joint venturer, integrated enterprise and/or alter ego for each of the other defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other defendants.

17. At all material times, Defendants were and/or are employers or persons acting on behalf of employers, under California law, the IWC Wage Order, and the Labor Code, including Labor Code sections 558 and 558.1 and thus are jointly and severally liable for the violations alleged herein and any amounts awarded and/or recoverable as a result of this action.

GENERAL ALLEGATIONS

18. Plaintiff worked for Defendants during which time she was paid hourly and considered nonexempt.

19. During the relevant time period, Defendants are believed to have employed more than 100 employees.

20. Defendants failed to provide Plaintiff, Representative Employees, and Class Members with paid sick leave at the appropriate rate of pay as required under Labor Code section 246(l), resulting in the underpayment of wages.

21. Defendants failed to pay Plaintiff, Representative Employees, and Class Members all earned sick pay wages upon separation of employment under Labor Code sections 201 and 202.

22. Defendants failed to pay Plaintiff, Representative Employees, and Class Members all earned sick pay wages in a timely manner as required under Labor Code section 204.

23. Defendants failed to issue accurate wage statements to Plaintiff, Representative Employees, and Class Members, in violation of Labor Code section 226(a).

24. To date, Defendants have not paid Plaintiff, Representative Employees, and Class Members all of their earned sick pay wages due and payable.

CLASS ACTION ALLEGATIONS

25. The proposed Class Members that Plaintiff seeks to represent are defined as follows:

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

26. Plaintiff reserves the right to modify the definition of Class Members or further divide it into subclasses or limit to particular issues. (California Rules of Court, Rule 3.765(b).)

27. This action may be maintained as a class action because many persons have a well-defined common interest and it is impractical to bring them all before the court. (Code of Civil Procedure § 382.)

28. Ascertainable Class: The proposed Class is ascertainable because it can be identified and located using Defendants' payroll and personnel records.

29. Numerosity: While the precise number of class members has not yet been determined. Plaintiff is informed and believes there are over 100 putative class members in California affected by Defendants' policies and procedures. Joinder of all proposed Class Members is not practicable.

30. Typicality: Plaintiff's claims are typical of the claims of the proposed Class. Plaintiff and class members sustained injuries and damages caused by Defendants' common course of conduct in violation of laws, regulations and statutes as alleged.

31. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Proposed Class Counsel, Mashiri Law Firm, APC and The Jami Law Firm P.C., are competent and experienced in litigating employment class actions. Plaintiff is aware and understands her obligations to faithfully assist in the preparation of the case and to make decisions in the best interests of the putative class.

32. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Each class member has been damaged, and is entitled to recovery, by Defendants' illegal policies and practices and a class action allows them to

litigate their claims in the most efficient and economical manner for the parties and judicial system. There are no likely difficulties managing this action that preclude its maintenance as a class action.

33. Predominating common questions of law and fact include:

i. Whether Defendants underpaid sick pay wages in violation of Labor Code section 246(l);

ii. Whether Defendants failed to provide compliant wage statements in violation of Labor Code section 226(a);

iii. Whether Defendants failed to timely pay all final wages in violation of Labor Code sections 201-203;

iv. Whether Defendants failed to timely pay all wages during employment in violation of Labor Code section 204;

v. Whether Plaintiff and the Class Members are entitled to waiting time penalties under Labor Code section 203;

vi. Whether Defendants' various violations of the Labor Code serve as predicate violations of the UCL.

PAGA ALLEGATIONS

34. Plaintiff is an "aggrieved employee" because she was employed by Defendants and had one or more of the alleged violations committed against her, and therefore is properly suited to act on behalf the state, and collect civil penalties for all violations committed against the current and former employees, who are also aggrieved employees as defined by Labor Code section 2699(c).

35. On June 13, 2023, Plaintiff, via counsel, provided the statutorily required notice to the LWDA ("PAGA Notice"), indicating that Plaintiff intends to pursue claims against Defendants for violations of the Labor Code.

36. On June 13, 2023, Plaintiff, via counsel, sent a copy of the PAGA Notice to Defendant Wells Fargo.

37. The statutory period expired since Plaintiff provided the PAGA Notice to the LWDA and LWDA did not serve Plaintiff with a notice of its intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code section 2699.3(a)(2)(A). As

such, Plaintiff has exhausted the administrative requirements under the PAGA.

38. On information and belief, and as alleged below, current and former non-exempt employees of Defendants were subject to wage and hour violations by Defendants, specifically by Defendants' violation of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(9), 226(b), 226(c), 246, 246(b), 246(l), 432, 1197, 1198.5, 2698 and 2699 et seq.

39. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

FIRST CAUSE OF ACTION

(Violations of Labor Code Sections 246 and 246(l) against all Defendants)

40. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

41. Under Labor Code sections 246 and 246(l), employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings.

42. Upon information and belief, Defendants paid sick leave at an incorrect rate of pay resulting in the underpayment of wages. By way of one example, Defendants failed to appropriately factor in additional payments and compensation for purposes of computing the appropriate rate of pay for sick leave wages as required by Labor Code sections 246 and 246(l).

43. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 246 and 246(l).

44. An aggrieved employees is permitted to use the PAGA to enforce California's Healthy Workplaces Healthy Families Act, which incorporates, Labor Code sections 246 and 246(l). (*Wood v. Kaiser Found. Hosps.* (2023) 88 Cal.App.5th 742, 748.)

45. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

46. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

47. Pursuant to Labor Code section 248.5, if applicable herein, Plaintiff seeks to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

48. Pursuant to the PAGA, Labor Code section 2699(g), or any other applicable statute, Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

SECOND CAUSE OF ACTION

(Violations of Labor Code Section 226(a) against all Defendants)

49. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.;

50. Labor Code section 226(a) requires that the wage statements accurately state (1) gross wages earned, (2) total hours worked, (3) number of piece rate units earned and all applicable piece rates; (4) all deductions made, (5) net wages earned, (6) the pay periods' inclusive dates, (7) the employee's name and either last four (only) Social Security digits or employee ID number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate (Cal. Lab. Code §226(a)).

51. Defendants failed to accurately state the proper gross wages on the wage statements in violation of Labor Code section 226(a)(1) by failing to include the proper amount of sick pay wages.

52. Defendants failed to accurately state the proper net wages on the wage statements in violation of Labor Code section 226(a)(5) by failing to include the proper amount of sick pay wages.

53. Defendants failed to provide the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Labor Code section 226(a)(9). In particular, the rates/hours for sick pay are inaccurately itemized.

54. Defendants failed to maintain and keep records required under Labor Code section

226(a). By way of example, the copies of the wage statements that Defendants kept do not include the accurate gross and net wages, and all applicable hourly rates and corresponding hours worked as described herein and in the aforementioned paragraphs.

55. As a result of Defendants' failure to (i) provide accurate wage statements which contain all required information set forth under Labor Code section 226(a), and (ii) maintain records required under section 226(a), Plaintiff and Class Members suffered damages.

56. Plaintiff and Class Members seek damages, penalties, costs and attorneys' fees pursuant to Labor Code section 226(e) in an amount to be proven at trial.

57. Plaintiff seek injunctive relief and attorneys' fees and costs pursuant to Labor Code section 226 in an amount to be shown according to proof.

58. The PAGA imposes upon Defendants civil penalties for violating Labor Code section 226(a), 226(a)(1), 226(a)(5), and 226(a)(9).

59. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

60. With respect to violations of Labor Code section 226, Labor Code section 226.3 imposes a civil penalty of two hundred and fifty dollars ($250) for initial violations for each employee for each pay period, and one thousand dollars ($1000) for each subsequent violation for each employee for each pay period.

61. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

62. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

THIRD CAUSE OF ACTION

(Violations of Labor Code Section 204 against all Defendants)

63. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

64. Labor Code section 204 imposes an obligation of timely payment of wages upon California employers.

65. Defendants violated Labor Code section 204 because they failed to timely pay their employees all earned wages during an applicable pay period. Specifically, Defendants failed to pay all earned sick pay wages in a timely manner as required under Labor Code section 204.

66. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 204.

67. Labor Code section 210 imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations.

68. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

69. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 210, 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

70. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FOURTH CAUSE OF ACTION

(Violations of Labor Code Sections 201, 202, and 203 against all Defendants)

71. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

72. Under Labor Code section 201, if an employee is discharged by his/her employer, the wages earned and unpaid at the time of discharge are due and payable immediately.

73. Under Labor Code section 202, if on the other hand, "an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

74. Labor Code section 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

75. Upon information and belief, employees did not receive all wages upon termination or separation of employment. Specifically Plaintiff, Representative Employees, and Class Members were owed sick pay wages which to this date have not paid upon termination or separation of employment.

76. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 201, 202, and 203.

77. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

78. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

79. Pursuant to the PAGA, Labor Code sections 2699(g) and Labor Code section 218.5, Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

80. Plaintiff and Class Members seek waiting time penalties under Labor Code section 203.

81. Pursuant to Labor Code sections 218.5, Plaintiff seeks to collect all unpaid wages.

FIFTH CAUSE OF ACTION

(Violations of Labor Code Sections 226(b), 226(c), 432, and 1198.5 against all Defendants)

82. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

83. Labor Code section 226(b) requires, in pertinent part, that "An employer […] shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer."

84. Labor Code section 226(c) requires, in pertinent part, that "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

85. Labor Code section 432 requires employers doing business in the State of California to provide current and former employees copies of all written instruments they sign upon request.

86. Labor Code section 1198.5(b)(1) provides, in pertinent part: "The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request."

87. On February 13, 2023, Plaintiff, through counsel, sent a letter to Defendants, requesting copies of her payroll and personnel records. No records were produced.

88. On March 8, 2023, Plaintiff, through counsel, sent a follow up letter to Defendants requesting copies of her payroll and personnel records.

89. On April 5, 2023, Defendant produced, via email, some records but failed to produce the complete records. Upon information and belief, Defendants failed to produce, among other things, Plaintiff's time records, all applicable policies and handbooks.

90. Defendants violated Labor Code sections 226(b), 226(c), 432, 1198.5 by (i) producing the records untimely and (ii) by not producing all records as required under California law.

91. Plaintiff believes that Defendants committed the same violations against other Class Members.

92. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 226(b), 226(c), 432, 1198.5.

93. Pursuant to Labor Code sections 226(h) and 1198.5(l), Plaintiff is seeking injunctive relief.

94. Pursuant to Labor Code sections 226(f) and 1198.5(k), Plaintiff is seeking statutory penalties.

95. Pursuant to Labor Code section 226(h) and 1198.5(l), Plaintiff is seeking reasonable attorneys' fees and costs.

96. Plaintiff is seeking civil penalties against Defendants under the PAGA, including Labor Code sections 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

97. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover attorneys' fees, costs, filing fees paid to the LWDA and civil penalties in an amount to be shown according to proof.

SIXTH CAUSE OF ACTION

(Violations of California Business and Professions Code §17200 against all Defendants)

98. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

99. Defendants, and each of them, are "persons" as defined under Business and Professions Code §17201.

100. Plaintiff is informed and believes and based thereon alleges that Defendants committed the unlawful and unfair business practices, as defined by Cal. Bus. & Prof. Code §17200, *et seq.,* by violating the following laws: Labor Code sections 201, 202, 203, 204, 226 and 246(l).

101. Defendants' conduct, as alleged in this complaint, constitutes unlawful and unfair

conduct prohibited by Cal. Bus. & Prof. Code § 17200, *et seq.*

102. Defendants' business practices deprived Plaintiff and Class Members of compensation and other funds to which they are legally entitled, constitutes unlawful and unfair business practices, provides an unfair advantage to Defendants over their competitors who comply with wage and hour and employment laws, and unjustly enriches them.

103. Plaintiff and Class Members have suffered injury in fact and lost money or property because of the aforementioned unlawful and unfair competition.

104. Defendants' conduct directly and proximately caused Plaintiff and Class Members to suffer damages in an amount to be shown according to proof.

105. Plaintiff and Class Members are seeking restitution for the aforementioned unlawful and unfair competition.

106. Plaintiff and Class Members are seeking equitable relief, including injunctive relief for the aforementioned unlawful and unfair competition.

107. Plaintiff and Class Members are also seeking reasonable attorneys' fees under California Code of Civil Procedure section 1021.5, or any other applicable law allowing for such.

SEVENTH CAUSE OF ACTION

(Representative Claim for Civil Penalties Under the PAGA for violations of Labor Code Sections 201, 202, 203, 204, 226, 246, 246(l), 432, and 1198.5 against all Defendants)

108. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

109. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 201, 202, 203, 204, 226, 246, 246(l), 432, and 1198.5.

110. On information and belief, as alleged in this Complaint, current and former non-exempt employees of Defendants were subject to wage and hour violations by Defendants, specifically by Defendants' violation of Labor Code sections 201, 202, 203, 204, 226, 246, 432, 1198.5, 2698, and 2699 et seq., including but not limited to the following:

a. Upon information and belief, Defendants paid sick leave at an incorrect rate of pay resulting in the underpayment of wages.

b. Defendants failed to accurately state the proper gross wages, net wages, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate on the wage statements in violation of Labor Code section 226(a).

c. Defendants failed to keep records required under Labor Code section 226(a).

d. Defendants failed to timely pay their employees all earned wages during an applicable pay period in violation of Labor Code section 204.

e. Defendants did not pay employees all wages upon termination or separation of employment and, to this date, have not done so in violation of Labor Code sections 201, 202, and 203.

f. Defendants failed to timely produce payroll and personnel records upon request in violation of Labor Code sections 226, 432, and 1198.5.

111. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

112. With respect to violations of Labor Code section 226, Labor Code section 226.3 imposes a civil penalty of two hundred and fifty dollars ($250) for initial violations for each employee for each pay period, and one thousand dollars ($1000) for each subsequent violation for each employee for each pay period.

113. Labor Code section 210 imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations.

114. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, 210 and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

115. Pursuant to Labor Code section 248.5, if applicable herein, Plaintiff seeks to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

116. Pursuant to the PAGA, Labor Code section 2699(g), or any other applicable statute, Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment against Defendants as follows:

1. For certification of this action as a class action;
2. For appointment of Plaintiff as the representative of the Class;
3. For appointment of counsel for Plaintiff as Class Counsel;
4. For unpaid wages;
5. For compensatory damages;
6. For statutory penalties;
7. For civil penalties pursuant to the PAGA and/or other applicable laws;
8. For waiting time penalties;
9. For actual damages;
10. For statutory damages;
11. For equitable relief, including injunctive relief;
12. An award of reasonable attorneys' fees, costs, and filing fees paid to the LWDA pursuant to the PAGA, California Labor Code section 2699(g), and/or other applicable law;
13. For special and general damages;
14. For Restitution and disgorgement of al ill-gotten profits, including unpaid wages;
15. For all interest accrued to date;
16. For post-judgment interest as provided by law; and

17. For any other relief that the Court may deem just and proper.

Dated: December 22, 2025

MASHIRI LAW FIRM, APC

By: ______________________
Alex Asil Mashiri
Attorney for Plaintiff
BALJIT BAINS

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO
Bains v. Wells Fargo Bank, N.A.
Case No. 37-2023-00036180-CU-OE-CTL

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

TO: All current and former non-exempt employees of Wells Fargo Bank, N.A. ("Wells Fargo" or "Defendant") in California who (a) 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 (b) were not class members in the *Popal* Settlement and received paid sick leave from October 27, 2021, to September 26, 2025 (the "Settlement Class").

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	**You do not have to do anything to receive a Settlement payment**. Your Settlement Share will be mailed to you automatically after the Court grants final approval of the Settlement. (See, Section 7 below). [*The Administrator must have your current address to mail your payment*]
Exclude Yourself ("Opt Out")	If you do not want to participate in the Settlement, you may exclude yourself, or "opt out" of the Settlement. If you opt out, you will not receive a Settlement payment, and you will keep all rights you may have against Wells Fargo. (See, Section 9 below) (You will still receive a PAGA payment even if you opt-out and will release PAGA claims).
Object	You can object to the Settlement if you think it is not fair by sending a written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (See, Section 8 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. Your Settlement Share payment will be mailed to the address on file with the Administrator.

THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM

DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY

A. BASIC INFORMATION

1. What Is This Case About?

On August 21, 2023, Plaintiff Baljit Bains filed an action pursuant to the Private Attorneys' General Act ("PAGA"), San Diego County Superior Court Case No. 37-2023-00036180-CU-OE-CTL ("the Action"). The Action is brought on behalf of all current and former non-exempt employees of Wells Fargo in California who received paid sick leave during the relevant time period. Plaintiff alleges that Wells Fargo miscalculated the rate of pay for paid sick leave. The Action also alleges violations of Labor Code Sections 201, 202, 203, 204, 226, 432, and 1198.5 that are largely derivative of that allegation. As part of the settlement of this Action and for purposes of this settlement only, Plaintiff has added class action claims for: (1) unfair competition based on failure to properly pay paid sick leave; (2) failure to provide compliant wage statements; (3) failure to timely pay all final wages and waiting time penalties under Labor Code Section 203; and (4) failure to timely pay all wages during employment. Plaintiff seeks damages, including but not limited to unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties, restitution, liquidated damages, interest, attorneys' fees, and costs.

Wells Fargo denies all of the claims and contentions alleged in the Action and maintains that at all times it fully complied with the law. No court has decided whether the claims in the Action have merit.

The parties engaged in extensive settlement discussions, facilitated by an experienced mediator, which were ultimately successful. The Settlement was preliminarily approved by the Court on ____________, 2026 (the "Preliminary Approval Date").

As part of the Settlement of the Action and for purposes of this Settlement only, Wells Fargo has agreed to certification of the Settlement Class and Plaintiff has amended her Complaint in the Action.

2. Why Did I Receive This Notice?

You received this Notice because you may be a member of the Class, defined as current and former non-exempt employees in California who:

(1) were class members in the *Popal* Settlement and received paid sick leave from June 13, 2022, to September 26, 2025; and

(2) were not class members in the *Popal* Settlement and received paid sick leave from October 27, 2021, to September 26, 2025.

As long as you do not request to be excluded from this Settlement, you will be entitled to a proportionate share of the Net Settlement Amount (see Sections 11 and 12, below), which will be distributed if the Court grants final approval of the Settlement. Even if you request to be excluded from this Settlement you cannot exclude yourself from the settlement of the PAGA claim. Assuming you are a PAGA Group Member, you will be bound by the release of the PAGA claim, and receive your portion of the PAGA Allocation.

3. Who Are the Parties in This Action?

Plaintiff Baljit Bains filed the Action and has been appointed the Class Representative by the Court to act on behalf of all members of the Settlement Class.

The Defendant is Wells Fargo Bank, N.A.

4. What Is Defendant's Position Regarding These Allegations?

Wells Fargo has denied and continues to deny all of the allegations made by the Class Representative. Wells Fargo contends that it has complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable laws at all times. Wells Fargo nevertheless agrees to the Settlement and to certification of the proposed Settlement Class for purposes of settlement only.

5. Has the Court Decided Who is Right?

No. The Court has not decided whether either side is right, only that it preliminarily appears the Court could grant approval of the Settlement, and you should get notice of it so you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from it.

6. Why Is This Action Being Settled?

After arm's-length and good-faith settlement negotiations presided over by Steve Rottman, an experienced wage-and-hour class-action mediator, the parties reached a Settlement that, if approved by the Court, will resolve the claims in the Action on a class-wide and representative basis. The parties agreed to this rather than go forward with a long, expensive court case with an uncertain result. Without a settlement, continued litigation would further delay any payment to the Class Members and might result in a ruling in Wells Fargo's favor, in which case Class Members would not receive any payment. Counsel for the Class Representative believe the proposed Settlement is in the best interests of the Settlement Class.

B. YOUR RIGHTS AND OPTIONS

7. What Do I Need to Do to Get a Settlement Payment?

You do not need to do anything to receive your share of the Settlement. You will automatically be paid your share if the Court gives the Settlement final approval. This process may take some time, so please be patient. However, it is important that the Administrator of the Settlement has your current address information so that the Administrator can send you your payment. Should your address change after you receive this Notice but before you receive your payment, please be sure to provide the Administrator with updated information. The Administrator is Rust Consulting, Inc., which you may contact at the following address:

> *Bains v. Wells Fargo Bank, N.A.* Class Action Settlement
> c/o Rust Consulting, Inc.
> [address]

Wells Fargo will not treat you any differently based on whether you choose to participate or choose not to participate in this Settlement.

8. How Do I Object to the Settlement?

If you have not asked to be excluded, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney, at your own expense. Written objections must (a) state your name, address, and telephone number, and dates of employment by Defendant in California, (b) state the case name and number (*Bains v. Wells Fargo Bank, N.A.*, Case Number 37-2023-00036180), (c) be submitted to the Administrator by mail at the following address: __________________, (d) be postmarked on or before ________ *[45 days after mailing of notice]*, and (e) state each specific objection and any legal and factual support for each objection.

You cannot object to the Settlement if you exclude yourself from the Settlement. If the Court approves the Settlement, you will still be bound by the terms of the Settlement, including the Release of Claims outlined in Section 14, even if you object.

9. Can I Exclude Myself from the Class Action Settlement?

Yes (other than the release of the PAGA claim). If you wish to exclude yourself from the Settlement, you must provide to the Administrator a timely, signed, dated, and written request to be excluded.

The Request for Exclusion must include your full name (and former names, if any), current address, telephone number, signature, and the date of your signature. The Request for Exclusion must be submitted by mail to the Administrator, postmarked on or before *[45 days after mailing of notice]*, at the following address:

> *Bains v. Wells Fargo Bank, N.A.* Class Action Settlement
> c/o Rust Consulting, Inc.
> [address]

Requests for Exclusion that are not timely submitted will be invalid and disregarded. If you ask to be excluded from the Settlement, you cannot object to the Settlement, you will not receive any money from the Settlement, and you will not release any claims covered by the Settlement unless you revoke your Request for Exclusion in writing before the Final Fairness Hearing. **No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a Request for Exclusion was submitted timely and lost, destroyed, misplaced, or otherwise not received by the Administrator unless the Class Member has adequate proof that the Request for Exclusion was mailed timely by certified mail with return-receipt requested or has equivalent proof of timely delivery.**

C. THE LAWYERS WHO REPRESENT YOU

10. Who Represents Me in This Action?

The Court has determined that Mashiri Law Firm, APC and The Jami Law Firm P.C. ("Class Counsel") are qualified to represent all members of the Settlement Class in the Settlement and has appointed them to do so. Class Counsel are experienced in handling wage-and-hour class-action litigation. Their contact information is provided at the end of this Notice.

You do not have to pay Class Counsel's fees and litigation expenses. However, you are responsible for the fees of any attorney you hire on your own. The fees and litigation expenses that the Court approves for Class Counsel will be paid by Wells Fargo from the proposed Settlement.

D. THE TERMS OF THE SETTLEMENT

11. The Proposed Settlement and Net Settlement Amount

Without admitting any wrongdoing, Wells Fargo has agreed to pay $2,950,000 (the "Gross Settlement Amount") plus the employer's share of any payroll taxes related to the settlement payments to fully resolve this matter.

Class Counsel have litigated the Action since the beginning and have invested substantial time, effort, and skill in this matter in order to bring about this proposed Settlement. In order to be paid for this work and for achieving this result, Class Counsel will apply to the Court for a fee award of up to, but not more than, one-third of the Settlement Amount, or $983,333.33, subject to the Court's approval.

Subject to Court approval, certain deductions will be made from the Gross Settlement Amount in order to account for (a) attorneys' fees of Class Counsel up to $983,333.33; (b) litigation expenses of Class Counsel up to $30,000; (c) service payment award to the Class Representative of up to $10,000 for working with the attorneys on the case and taking risks that she may pay for Wells Fargo's costs if this case had been lost; (d) approximately $80,000 in settlement administration costs to the Administrator; and (e) $100,000.00 earmarked for the release of PAGA claims, 75% of which will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% of which will be paid to the PAGA Group Members (see Section 12 below). After these deductions, and subject to Court approval, the remaining sum (*i.e.*, "Net Settlement Amount") is estimated to be approximately $1,746,666.67.

The Net Settlement Amount may vary if the Court does not approve the requested amounts for attorneys' fees, litigation expenses, Class Representative service payment award, the amount allocated for release of the PAGA claims, or if the costs of administration are different than estimated. Any unapproved amounts will be added to the Net Settlement Amount.

12. What Will I Receive from the Proposed Settlement?

Class Members who do not timely submit a valid Request for Exclusion ("Participating Class Members") shall be entitled to a share of the Net Settlement Amount. Each Settlement Share shall be determined as follows:

The Net Settlement Amount shall be divided among all Participating Class Members based on their pro-rata share of pay periods where they received paid sick leave during the relevant time period. For those Participating Class Members who were class members in the *Popal* Settlement, the relevant time period is June 13, 2022, to September 26, 2025. For those Participating Class Members who were not class members in the *Popal* Settlement, the relevant time period is October 27, 2021, to September 26, 2025. Participating Class Members who terminated employment between October 27, 2021, and the Preliminary Approval Date will be allocated an additional three pay periods. Each Participating Class Member's pro rata share is determined by dividing the number of pay periods allocated to that Participating Class Member by the total number of pay periods allocated to all Participating Class Members.

Based on Wells Fargo's records, you have been allocated ____ pay periods during the relevant time period.

PAGA Group Members (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) will receive a pro rata share of the $25,000 portion of the $100,000 PAGA payment based on the number of pay periods they received paid sick leave from June 13, 2022, to September 26, 2025. Each PAGA Group Member's pro rata share is determined by dividing the number of pay periods allocated to that PAGA Group Member by the total number of pay periods allocated to all PAGA Group Members. They will receive this payment and be bound by the PAGA release whether or not they request exclusion from the settlement.

Based on Wells Fargo's records, you [are/are not] a PAGA Group Member. Despite any request for exclusion you submit, you will receive your portion of the PAGA payment and will release your PAGA claims.

13. If I Want More Information About The Calculation of My Settlement Payment, What Can I Do?

If you dispute the number of eligible pay periods used to calculate your share of the Net Settlement Amount (identified in Section 12 above), you must, on or before _______________, 2026 *[45 days after mailing of notice]*, mail to the Administrator your statement setting forth (a) your job positions held during the relevant time period; (b) the number of pay periods you claim you received paid sick leave during the relevant time period; and (c) the reasons you believe the basis for the calculation is incorrect. You must include any documentation supporting your position. If you do not dispute the number of eligible pay periods listed above, you do not need to do anything.

Counsel for the Parties will make a good faith effort to resolve the disagreement. If the dispute is not resolved by the counsel for the Parties, it will be referred to the Administrator who will talk to you (or your representative) to determine the total amount owed and issue a non-appealable, final decision as to the total amount due, if any.

14. What Claims Will Be Released?

Unless you exclude yourself from this Settlement, you will release and will no longer be able to sue Wells Fargo for certain claims, whether you were aware of them or not, for the time period through the Preliminary Approval Date.

The full text of the Release set forth in the Class Action and PAGA Representative Action Settlement Agreement and Release Between Plaintiff and Defendant on file with the Court provides as follows:

Release by Participating Class Members: Upon the Settlement Date, and except as to such rights or claims as may be created by this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Defendant, its present and former parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys (collectively hereafter, the "**Released Parties**") from any and all claims, rights, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature, whether known or unknown, through the Preliminary Approval Date, that were or reasonably could have been alleged based on the facts alleged in the Action (including the First Amended Complaint), including without limitation any and all claims for failure to properly pay paid sick leave under California Labor Code Sections 245, *et seq.* and claims for waiting time penalties under California Labor Code Sections 201-203, unfair competition, conversion of wages, and any other penalties, including but not limited to penalties arising under California Labor Code Sections 204, 226 and 2698, *et seq.*, based upon the failure to properly pay paid sick leave. This includes all claims of any kind for statutory damages, restitution, interest, civil and statutory penalties, injunctive relief, punitive damages, liquidated damages, other damages, costs, expenses and attorneys' fees arising from the alleged violation of any provision of common law or statutory law which were or reasonably could have been alleged based on the facts alleged in the Action (including the First Amended Complaint).

Release by Aggrieved Employees: Upon the Settlement Date, all PAGA Group Members and the State of California shall be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, rights, debts, liabilities, demands, obligations, guarantees, actions, or causes of action under PAGA, whether known or unknown, through the Preliminary Approval Date, that are alleged in the Action (including the First Amended Complaint) and/or the notice of alleged PAGA violations sent by Plaintiff to the LWDA ("PAGA Notice"), or that reasonably could have been alleged based on the facts alleged in the Action (including the First Amended Complaint) and/or PAGA Notice, including any and all claims arising out of any alleged failure to properly pay paid sick leave.

The released claims referenced in this paragraph are collectively referred to as the "Released Claims." With respect to the Released Claims, Plaintiff, Class Members, and PAGA Group Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims and by virtue of this Agreement, Plaintiff, Participating Class Members, and PAGA Group Members shall be deemed to have, and by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined above.

This Agreement is intended to have *res judicata* and preclusive effect in the Action and any and all other pending and future lawsuits or other proceedings encompassed by the Releases above, maintained by or on behalf of Plaintiff, any Participating Class Member, or any PAGA Group Member. The Parties agree that the

Release will and may be raised as a complete defense to any action or proceeding based on any of the Released Claims.

E. <u>FINAL SETTLEMENT APPROVAL HEARING</u>

15. When Will the Court Consider Whether to Finally Approve the Settlement?

The Court will hold a hearing in Courtroom C-70 of the Superior Court of California, County of San Diego, 330 W. Broadway, San Diego, CA 92101, on ____________, 2026, at 10:30 a.m., to decide whether to finally approve the Settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the service payment award, and the claims administration expenses.

It is not necessary for you to appear at this hearing but you have a right to do so.

The hearing may be postponed without further notice to the Settlement Class. You are advised to check the Court's website to confirm that the date has not changed.

If the Settlement is not approved, no Class Member will receive payment, no settlement class will be certified at this time, and the lawsuit will continue to be prepared for trial or other judicial resolution.

F. <u>FURTHER INFORMATION</u>

16. How Do I Get More Information?

This Notice provides a summary of the basic terms of the proposed Settlement. If you have more questions about this Notice or the litigation, you can contact Class Counsel, whose contact information is shown below, or call the Administrator at (____)___________. For the Settlement's complete terms and conditions, please consult the detailed Class Action and PAGA Representative Action Settlement Agreement and Release Between Plaintiff and Defendant which is available for inspection and/or copying at the Clerk's Office of the San Diego County Superior Court. You may also request a copy of the Settlement from Class Counsel at the address listed below.

You may also view documents filed in this case, including the complete Settlement, on the Court's website at: http://www.sdcourt.ca.gov/portal/page. NOTE: If you choose to access documents online, the Court will charge you a fee for access. Class Counsel can provide you with copies of the settlement documents at no charge. You may also request a copy of the Settlement from Class Counsel at the address listed below.

PLEASE DO NOT TELEPHONE OR WRITE TO THE COURT, THE OFFICE OF THE CLERK, WELLS FARGO, OR WELLS FARGO'S ATTORNEYS TO INQUIRE ABOUT THE SETTLEMENT.

<u>COUNSEL FOR PLAINTIFF AND THE CLASS</u>:

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COUNSEL FOR WELLS FARGO:

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100 Spectrum Center Drive, Suite 800
Irvine, CA 92618
Telephone: (949) 450-8040

VERY IMPORTANT:

1. If you move to a different address, you must immediately notify the Administrator of your new address and contact information. It is your responsibility to keep a current address on file with the Administrator to ensure receipt of your Settlement Payment.

2. **On receipt of your Settlement Payment check, YOU MUST CASH OR DEPOSIT IT WITHIN 180 DAYS FROM THE DATE OF THE CHECK. Do not delay. Checks not cashed or deposited before the expiration date (noted on the check), will be voided. The amount of any voided settlement checks shall be distributed to the California State Controller's Unclaimed Property Fund.**