

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (the “Agreement”) is entered into by WELLS FARGO BANK, N.A. (the “Company”), and ANTE ZLOMISLIC, for himself and his heirs, successors and assigns (hereinafter referred to as “Zlomislic”).

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREAS, Zlomislic alleged that various actions of the Company during the time of his employment have been wrongful and unlawful.

WHEREAS, Zlomislic filed a complaint in the Orange County Superior Court, Case No. 30-2022-01256904-CU-OE-CXC, on behalf of himself and on behalf of other employees purportedly “similarly situated” (the “Action”).

WHEREAS, Zlomislic represents that he has been advised to consult with an attorney before entering into this Agreement, that he had an opportunity to discuss all aspects of his claims and this Agreement with an attorney to the extent so desired, has been fully advised as to his rights, understands that he is waiving significant legal rights by signing this Agreement and enters into this Agreement

voluntarily, with a full understanding of, and agreement with, all of its terms, for the purpose of receiving additional benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Zlomislic desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the date he executes this Agreement.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: Non-Admission of Liability.

This Agreement shall not be construed as an admission by the Company, or any of its agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever against Zlomislic or any other person or persons, and the Company specifically denies any wrongdoing whatsoever, against Zlomislic or any other person or persons.

**SECOND: No Other or Future Lawsuits, Charges or
Complaints of Any Nature Whatsoever.**

Zlomislic represents that he does not presently have on file any complaints, charges or claims (civil, administrative, or criminal) against the Company in any court or administrative forum, or before any governmental agency or entity, except the Action referenced above.

Zlomislic further represents that he will not hereafter file any complaints, charges or claims (civil, administrative, or criminal) against the Company in any forum based on any action which occurred prior to the date he executes this Agreement, including but not limited to, any claim related to, or in any way arising from his employment with the Company or the cessation of that employment, or any events, actions, or omissions thereafter by the Company.

Zlomislic further agrees to waive his right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to his employment with and/or separation from employment with the Company to the fullest extent permitted by law.

Notwithstanding Paragraph Sixth set forth herein, this Agreement may be introduced in any proceeding in which Zlomislic files any other action

against the Company alleging unpaid wages, penalties, compensation, or any other monies due to him as a result of his employment with the Company. Such introduction shall be pursuant to an order protecting its confidentiality. In the event Zlomislic files any other action against the Company based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to a representative action under the Private Attorneys General Act or a class action: (i) the Company will be entitled to recover from Zlomislic the entire payment, except One Dollar (\$1), previously made by the Company under Paragraph Third of this Agreement, in addition to all other lawful remedies; and (ii) all other provisions of this Agreement shall remain in full force and effect.

Zlomislic further agrees to the dismissal with prejudice of all of his individual claims against the Company in the Action referenced above and to the dismissal without prejudice as to the class action claims. Zlomislic and his counsel further agree that they will fully cooperate in accomplishing the terms of this Agreement, and will take all reasonable steps, including execution of any necessary documents (including but not limited to the Stipulation Re: Dismissal of the Action), in order to implement the terms of this Agreement. The Parties agree that this Agreement may be submitted to the LWDA and Court with the specific sums in Paragraph Third redacted except for the amount allocated as civil penalties. This Agreement will only be submitted to the Court if the Court

requests review of the Agreement and the Parties agree that the Agreement will be submitted *in camera*.

THIRD: Benefits to Zlomislic.

Wells Fargo Bank, N.A. agrees to and will pay to Zlomislic the following benefits in exchange for this Release: Wells Fargo Bank, N.A. will mail to Zlomislic's counsel the following checks: (1) a check made payable to "Ante Zlomislic" in the amount of \$7,016.39, for which all required 1099s will be issued; and (2) a check made payable to "Melmed Law Group P.C." in the amount of \$5,333.61, for which all required 1099s will be issued **[total of two checks to be \$12,350]**. The sum of Two Hundred Dollars (\$200.00) shall be allocated as civil penalties for settlement of Zlomislic's individual PAGA claim, with 75 percent (\$150.00) being paid to the Labor and Workforce Development Agency ("LWDA") and 25% (\$50.00) included in the above amount payable to Zlomislic. The PAGA release is limited to Zlomislic and does not release the claims of any other individual. The foregoing checks will be mailed within twenty (20) calendar days after all of the following have occurred: (1) counsel for the Company receives this Agreement executed by Zlomislic and his counsel and completed W-9 forms for Zlomislic and his counsel, (2) the Parties have filed a Stipulation seeking dismissal of the Action with prejudice as to Zlomislic and without prejudice as to the claims of the putative class. Zlomislic and his counsel agree

not to deposit, cash, or otherwise negotiate payment of the settlement checks unless and until the Action has been dismissed in its entirety. In the event the Action is not dismissed in its entirety, Zlomislic and his counsel agree to return the settlement checks to the Company's counsel via overnight delivery.

Zlomislic agrees that this Agreement is contingent on the dismissal of the entire Action with prejudice as to Zlomislic's claims and the dismissal of the class action claims without prejudice. Should the Parties fail to obtain dismissal of the claims of the putative class, the Agreement shall be deemed null and void and the parties shall return to their respective positions in the litigation prior to the execution of the Agreement.

Zlomislic agrees that payment in the manner described in this Paragraph is fully satisfactory to him, and by signing this Agreement, Zlomislic fully releases the Company from all claims, known and unknown, as indicated in this Agreement, including all rights he would have to bring a representative, class, collective, or other similar action on behalf of others.

FOURTH: Responsibility for Taxes.

Zlomislic agrees that he is solely responsible for all tax obligations which may arise as a consequence of this settlement, and that he will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related

expenses it incurs as a result of any dispute over the non-withholding or other tax treatment of the Company's payment.

FIFTH: No Costs or Attorneys' Fees.

Zlomislic agrees that the settlement provided herein is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees and related expenses arising out of the Action and that any and all such similar or other claims based on any action which occurred prior to the date he executes this Agreement are hereby unqualifiedly waived by Zlomislic.

SIXTH: Confidentiality.

Zlomislic represents that he will keep every term of this Agreement completely confidential and will not hereafter disclose the substance or contents thereof, to any person or persons, or otherwise disclose any substance or content of this Agreement through social media outlets or to persons who may publicize the information. The only exceptions for Zlomislic are his spouse and his tax and/or legal advisors and only if they agree to and in fact maintain such confidentiality.

Zlomislic understands that the settlement herein was entered into solely to avoid the cost of litigation, that such settlement would not have been

agreed to except for this representation and commitment, and that any breach of this Paragraph Sixth will entitle the Company to recover any losses, costs and attorneys' fees attributable to such breach. Zlomislic further agrees that the damages resulting from a breach of this confidentiality provision will be difficult to determine and that the Company shall be entitled to cease any payments called for under this Agreement not yet made and, if all payments called for under this Agreement have been made, recover \$1,000 as liquidated damages in the event of a breach by Zlomislic.

Zlomislic further agrees that he will respond to all inquiries about the outcome of this Action with words to the effect of the following: "The matter has been resolved." Zlomislic will not inform anyone that he received a payment in connection with the Action.

As part of his agreement to comply with this confidentiality provision, Zlomislic agrees not to deposit, cash or otherwise negotiate payment of the settlement check at any Wells Fargo Bank, N.A. branch where Wells Fargo employees know him and/or where Wells Fargo employees are aware that he has or had legal claims pending against the Company. To the extent Zlomislic needs to negotiate payment of his settlement check at a Wells Fargo Bank, N.A. branch, he shall do so in a manner that preserves the privacy and confidentiality of the transaction and this Agreement.

Nothing contained in this Agreement prohibits or restricts Zlomislic (or his attorney) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA, the National Labor Relations Board, the EEOC, the OCC, the FDIC, the CFPB, the FRB, or any self-regulatory organization or governmental authority charged with the enforcement of any laws. This provision also shall not prohibit Zlomislic from providing information regarding this matter to any regulatory body in response to a lawful request for information, or prohibit Zlomislic from disclosing such information to the extent required by law.

SEVENTH: Complete Release.

Zlomislic, for himself and his heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent and subsidiary entities, predecessors, successors and assigns (the “Released Parties”), from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which he or his heirs may have against the Released Parties based on any actions or events which occurred prior to the date he executes this Agreement, including but not limited to those related to, or arising from, Zlomislic’s employment with the Company or the cessation of that employment. To the extent

permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, provisions of the California Labor Code, the FEHA, Title VII, the ADA, CFRA, and all other laws governing the employment of persons in the State of California) (hereinafter collectively, “Claim” or “Claims”) from the beginning of time to the date of execution hereof.

Zlomislic represents that he is aware of all alleged violations of the California Labor Code regarding his employment with the Company and, as part of this Agreement to resolve the existing dispute between Zlomislic and the Company, is agreeing to release all claims arising out of those alleged violations, including all claims under the Private Attorneys General Act. Zlomislic provides a full release of his PAGA claim for all alleged violations affecting him. This Agreement is not a release of the PAGA claims of any other current or former allegedly aggrieved employees aside from Zlomislic.

EIGHTH: Knowing and Voluntary Waiver of Known and Unknown Claims.

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California, are expressly waived by Zlomislic. Such Section reads as follows:

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

In order to achieve a full and complete release of the Company, Zlomislic acknowledges that this Agreement is intended to and does include in its effect all Claims that Zlomislic does not know or suspect to exist in his favor at the time that he signs this Agreement.

NINTH: Verification of Employment.

Zlomislic agrees that in the event a prospective employer asks him for a reference from the Company, he shall advise that prospective employer that the Company has a no reference policy. In the event a prospective employer wishes to verify his employment at the Company, he shall refer that person to the Company's vendor at www.theworknumber.com using employer code 14566. In response to any such inquiry for employment verification, only inclusive dates of employment and last position held will be disclosed, unless Zlomislic authorizes further disclosure.

TENTH: Ownership of Claims.

Zlomislic represents and agrees that he has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the claims he is releasing in this Agreement. Zlomislic further represents that he is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Third and that no lien, whether known or unknown, may affect the validity of this settlement.

ELEVENTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors and assigns.

TWELFTH: Entire Agreement.

Zlomislic and the Company each agree that (a) this Agreement is the sole and entire agreement between them, (b) it embodies and includes all terms and commitments between them, and (c) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated above. If any part of this Agreement is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

THIRTEENTH: Severability.

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

FOURTEENTH: Acknowledgment of Understanding.

Zlomislic understands that he is waiving legal rights by signing this Agreement, and represents that he has had an opportunity to and has been advised to consult with an attorney and/or other persons to the full extent he wanted to do so before signing this Agreement. Zlomislic further represents that he has been given a reasonable period of time to review and consider this Agreement.

FIFTEENTH: Enforcement.

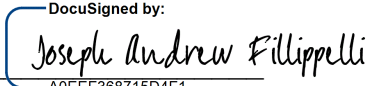
Any dispute hereafter arising between the parties, including but not limited to a dispute pertaining to the formation, validity, interpretation, effect or alleged breach of this Agreement, or any act which allegedly has or would violate any provision of this Agreement, will be governed in all respects by California law and submitted to final and binding arbitration before the AAA. The prevailing party to any such action will be entitled to their reasonable attorney's fees and costs.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL
SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF this Agreement shall have as its effective date the date the last of the following have occurred: (1) counsel for the Company receives this Agreement executed by Zlomislic, and (2) the Court dismisses the Action with prejudice as to the individual claims of Zlomislic, and dismisses the Action without prejudice as to the claims of the putative class.

Wells Fargo Bank, N.A.

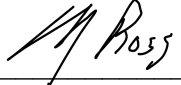
Ante Zlomislic

By: 
DocuSigned by:
A0EEF368715D4F1...
9/28/2022 | 5:10:42 AM PDT
Dated: August __, 2022

By: 
Ante Zlomislic (Aug 31, 2022 14:47 PDT)
Dated: August 31, 2022

Approved as to Form:

Melmed Law Group P.C.
Counsel for Ante Zlomislic

By: 
Dated: August 31, 2022

Zlomislic Settlement Agreement

Final Audit Report

2022-08-31

Created:	2022-08-31
By:	Megan Ross (megan@melmedlaw.com)
Status:	Signed
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"Zlomislic Settlement Agreement" History

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-  Signer antezlo@hotmail.com entered name at signing as Ante Zlomislic
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-  Document e-signed by Ante Zlomislic (antezlo@hotmail.com)
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