

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

WELLS FARGO BANK, N.A.,
Plaintiff,

vs.

GEORGE W. AGAK, an individual,
Defendant.

CASE NO. 56-2017-00500587-CL-CL-VTA

AND RELATED CROSS-ACTION.

SETTLEMENT AGREEMENT AND RELEASE

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between (i) Defendant and Cross-Complainant George W. Agak (the “Class Representative” or “Agak”), individually and as class representative on behalf of the Settlement Class, and (ii) Plaintiff and Cross-Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) (collectively the “Parties”). The Parties intend and agree to resolve, discharge and settle fully, finally and forever the claims of the Settlement Class asserted in the class action captioned *Wells Fargo Bank, N.A. v. Agak*, No. 56-2017-00500587-CL-CL-VTA, pending in the Superior Court of the State of California, County of Ventura (the “Action”), subject to approval of the Court.

RECITALS

A. Defendant/Cross-Complainant George W. Agak (“Agak”) allegedly failed to pay money owed to Wells Fargo on his credit card account, and as a result, on August 24, 2017, Wells Fargo sued Agak seeking to collect on the outstanding balance in the Superior Court of the State of California, County of Ventura, No. 56-2017-00500587-CL-CL-VTA.

B. On or about December 2018, Agak filed a Cross-Complaint challenging the validity of fees Wells Fargo charged him for a Credit Defense product because he allegedly did not consent to those fees being charged. On or about February 14, 2019, Agak amended his Cross-Complaint to include class action allegations. Agak later amended his Cross-Complaint on February 3, 2022, which serves as the operative Complaint (the “Second Amended Cross-Complaint” or “Complaint”).

C. On or about May 14, 2019, Wells Fargo filed a motion to compel arbitration of Agak’s individual claims based on the arbitration provision contained in the Consumer Credit Card

Customer Agreement. The court denied this Motion. Wells Fargo appealed the ruling and the Court of Appeals affirmed the Trial Court's ruling.

D. On or about August 18, 2022, Wells Fargo filed its Motion to Compel Arbitration as to the claims of absent Class Members', which the court denied without prejudice on November 30, 2022, finding the Motion premature.

E. The Parties have engaged in discovery, including the exchange of written discovery requests and responses by Agak and Wells Fargo and multiple productions by Wells Fargo of thousands of pages of documents. Wells Fargo took the deposition of Agak on March 30, 2023. The Parties also have engaged in extensive briefing, including multiple demurrers, and discovery motions practice.

F. Based upon their discovery, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, and full-day mediation before mediator Bruce Friedman on July 12, 2023, the Parties have agreed to settle this Action pursuant to the provisions of this Agreement.

G. Wells Fargo has denied and continues to deny each and every allegation of liability, wrongdoing, and damages, as it has substantial factual and legal defenses to all claims and class allegations asserted in the Action. Wells Fargo has always maintained, and continues to maintain, that it has acted in accordance with all applicable orders and governing law. This Agreement shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Parties with respect to any claim by any Class Member, any fault, liability, wrongdoing or damage, or any defenses that Wells Fargo asserted. The Parties nonetheless have concluded that continuing to defend against the Action would be protracted, expensive and disruptive to their business. They therefore have decided that it is desirable to fully and finally settle the Action on

the terms and conditions set forth herein to avoid the further expense, inconvenience and distraction of the Action and to dispel any related uncertainty.

H. By this Agreement, and recognizing the consideration provided for under this Agreement, the Class Representative Agak and Class Counsel intend to fully and finally resolve the claims against Wells Fargo in connection with the Action, as more fully set forth herein.

I. The Class Representative Agak and Class Counsel recognize the expense and length of proceedings necessary to continue the litigation through further discovery, motion practice, trial and any possible appeals. They have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. They are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. Based upon their evaluation, the Class Representative and Class Counsel have determined that the settlement set forth in the Agreement is in the best interests of the Settlement Class and is fair, adequate and reasonable.

J. This Agreement and all associated exhibits or attachments are made for the sole purpose of attempting to consummate settlement of this Action on a class-wide basis. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action is pled as a class action, this settlement must receive preliminary and final approval by the Court. Accordingly, the Class Representative Agak and Wells Fargo enter into this Agreement and associated settlement on a conditional basis. In the event that Wells Fargo or the Class Representative exercises a right herein to terminate or rescind this Agreement, the Court does not execute and file the Order Granting Final Approval of Settlement, or the associated Judgment does not become Final for any reason, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever

by anyone, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code § 1152, Federal Rule of Evidence 408, any and all statutes of a similar nature, and the mediation privilege. Notwithstanding the foregoing, Wells Fargo may use, offer, admit, or refer to the Agreement and to the settlement reached therein where necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding.

K. The Parties expressly reserve all rights, claims and defenses and do not waive any such rights, claims or defenses in the event that the Agreement is not approved for any reason. The Parties agree that they each retain and reserve all rights, and agree not to take a position to the contrary. The Class Representative Agak and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that Wells Fargo could not contest class certification and/or proceeding collectively on any grounds if the Action were to proceed or that this Agreement is evidence of or constitutes an admission that class certification may be appropriate.

1. Definitions

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

1.1 “Action” means the litigation filed on or about August 24, 2017, in the Superior Court of the State of California, County of Ventura, No. 56-2017-00500587-CL-CL-VTA, entitled *Wells Fargo Bank, N.A. v. Agak*, which includes Agak’s February 3, 2022 Second Amended Cross-Complaint filed on a class action basis.

1.2 “Agak” means Class Representative and Defendant/Cross-Complainant George W. Agak.

1.3 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release and all of its attachments and exhibits, which the Class Representative and Wells Fargo understand and agree sets forth all material terms and conditions of the settlement of the Action between them and which is subject to Court approval. It is understood and agreed that Wells Fargo’s obligations under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date and other conditions set forth in this Agreement.

1.4 “Attorneys’ Fees” means such funds as may be awarded to Class Counsel to compensate them for their time spent in connection with the Action.

1.5 “Attorneys’ Expenses” means such funds as may be awarded to Class Counsel to reimburse them for their expenses incurred in connection with this Action.

1.6 “Court” means the Superior Court of the State of California, County of Ventura.

1.7 “Class” means the collective group of “all Wells Fargo credit card customers in California who were charged a Credit Defense fee at any time beginning March 1, 2015 through December 31, 2018.”

1.8 “Class Counsel” means, Evan Selik and Christine Zaouk of McCathern, LLP and Adam Feit of Mardirossian Akaragian, LLP.

1.9 “Class Member” or “Member of the Class” means a natural person who is a member of the Class according to the Class definition herein.

1.10 “Class Representative” or “the Class Representative” means George W. Agak, the named Defendant/Cross-Complainant and proposed class representative in the Action identified in the first Paragraph of this Agreement.

1.11 “Complaint” or “Second Amended Cross-Complaint” refer to the Second Amended Cross-Complaint filed by the Class Representative in the Action.

1.12 “Consumer Credit Card Customer Agreement” means the standardized agreement detailing fees and interests applicable to a Wells Fargo credit card provided to each Wells Fargo customer when they open a new account.

1.13 “Credit Defense” means an optional debt cancellation product Wells Fargo formerly offered its customers in connection with their Wells Fargo credit card account, as referenced in the Complaint and subject of Agak’s individual and class claims.

1.14 “Defense Counsel” shall mean Wells Fargo’s counsel of record in the Action.

1.15 “Effective Date” means the date when all of the conditions set forth in section 2 have occurred, provided, however, that Wells Fargo has not exercised its right of termination under section 13 of this Agreement.

1.16 “Final” means five (5) business days after the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment; and (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal or writ review from the Judgment. If the Judgment is set aside, modified, or overturned by any court including on appeal and is not fully reinstated on appeal, the Judgment shall not become final.

1.17 “Final Approval Hearing” means a hearing set by the Court to take place on or about the date which is thirty (30) days after the Opt-Out Deadline for the purpose of:

- (i) Determining the fairness, adequacy and reasonableness of the Agreement and associated settlement pursuant to class action procedures and requirements;
- (ii) Determining the good faith of the Agreement and associated settlement; and
- (iii) Entering Judgment.

1.18 “Final Approval Order” means the same as Order of Final Approval.

1.19 “Judgment” means the Final Approval Order and judgment to be rendered by the Court pursuant to this Agreement, in the form attached hereto as Exhibit 3, or in a similar form without material changes thereto.

1.20 “Mail Notice” or “Notice” or “Class Notice” means the Notice that is mailed via postcard with a Web Address to the Settlement Website by the Settlement Administrator to potential Settlement Class Members, in substantially the form attached as Exhibit 1 to this Agreement and/or as ultimately approved by the Court.

1.21 “Notice Approval Date” means the date of the Preliminary Approval Order when the Court approves the Notice.

1.22 “Notice List” means a list, to be treated as Confidential pursuant to the terms of the Protective Order, listing the names and addresses of all Class Members, as prepared by Wells Fargo.

1.23 The “Notice Mailing Date” shall be a date no later than forty-five (45) days after the Court grants the Motion for Preliminary Approval when the Notice is mailed to the individuals on the Notice List.

1.24 “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with section 12 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be no later than thirty (30) days prior to the Final Approval Hearing or as the Court may otherwise direct.

1.25 “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request to Opt-Out must be filed or submitted in writing to the

Settlement Administrator in accordance with section 11 of this Agreement in order for a person who would otherwise fall within the definition of Settlement Class to be excluded from the Settlement Class. The Opt-Out Deadline shall be no earlier than forty-five (45) days after the Mail Notice and not later than thirty (30) days prior to the Final Approval Hearing.

1.26 “Order of Final Approval,” “Final Approval Order,” or “Order Granting Final Approval of Settlement” shall mean an order to be entered and filed by the Court entitled “Final Judgment and Order of Dismissal with Prejudice,” substantially in the form attached hereto as Exhibit 3.

1.27 “Parties” means the Class Representative, on behalf of himself and all Members of the Settlement Class, and Wells Fargo.

1.28 “Preliminary Approval Order” shall mean an order to be executed and filed by the Court entitled “Order Preliminarily Approving Settlement and Class Notice” substantially in the form attached hereto as Exhibit 2.

1.29 “Protective Order” shall mean the Stipulated Protective Order entered in the Action by the Honorable Benjamin Coats on or about November 15, 2021.

1.30 “Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, damages, lawsuits, costs, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary, sanctions, injunctive, or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, and including any claims that in any way

concern, arise out of, or relate to (1) the allegations and claims that were made in the Complaint or that could have been made in the Complaint; (2) allegedly unauthorized credit defense fee; and/or (3) the Credit Defense products offered on Wells Fargo credit cards.

1.31 “Releasees,” “the Releasees” or “the Released Parties” means each of (1) Wells Fargo; (2) each of Wells Fargo’s past, present or future subsidiaries, parent companies, divisions, affiliates, partners or any other organizational units of any kind doing business under their names, or doing business under any other names, or any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each and all of their respective affiliates and subsidiaries, and each of their respective predecessors, successors, and assigns; and (3) each of the present and former officers, directors, partners, shareholders, agents, employees, attorneys (including any consultants hired by counsel), advisors, trustees and co-trustees, investment advisors, associates, investment bankers, independent contractors, representatives, beneficial owners, insurers, accountants, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns of any person or entities in subparts (1)-(3) hereof.

1.32 “Releasers” means the Class Representative, all Settlement Class Members, and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them.

1.33 “Request to Opt-Out” means the written request from a Class Member that seeks to exclude that person from the Settlement Class and that complies with the requirements set forth in section 11 of this Agreement.

1.34 “Settlement” means the settlement terms set forth in this Agreement.

1.35 “Settlement Administrator” means Epiq Class Action & Claims Solutions, a third-party agent or administrator agreed upon by the Parties to help implement and effectuate the terms of this Agreement.

1.36 “Settlement Class” means the collective group of all of the Class Members who do not properly and timely exclude themselves from the Settlement, and thus means the collective group of all of the Class Members who will become bound by the Judgment when the Effective Date occurs.

1.37 “Settlement Class Member” or “Member of the Settlement Class” means any person who is a member of the Settlement Class.

1.38 “Settlement Fund” means the five million dollars and no cents (\$5,000,000.00) that Wells Fargo shall pay pursuant to section 3 of the Agreement. The Settlement Fund is for the benefit of the Settlement Class and will be used to pay Settlement Class Members, the Enhancement Award, and the costs of settlement administration, and any award of Attorneys’ Fees and Attorneys’ Expenses. In no event shall Wells Fargo’s financial responsibilities related to this Settlement impose any duties beyond payment of five million dollars and no cents (\$5,000,000.00).

1.39 “Settlement Website” means the website to be established by the Settlement Administrator as set forth in section 7.

1.40 “Unknown Claims” mean any Released Claims which any Releasor does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which, if known by him or her might have affected his or her settlement with and release of the Releasees, or might have affected his or her decision to opt-out of the Settlement Class or to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Class Representative shall expressly and each of the Settlement Class Members shall be

deemed to have, and by operation of the Judgment shall have to the fullest extent allowed by law, waived the provisions, rights, and benefits afforded by California Civil Code § 1542, which provides:

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

The Releasors' waiver of all rights and benefits afforded by Section 1542 is done with their understanding and acknowledgement of the significance of such a waiver of Section 1542. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of each and all the Releasees, Releasors expressly acknowledge that this Agreement is intended to include in its effect without limitation, all claims that Releasors know or suspect to exist in their favor at the time Releasors execute this Agreement, which contemplates the extinguishment of any such claims. This waiver also applies to any other relevant re-codification or similar laws implemented hereafter substantially covering the subject matter to Section 1542.

Each Releasor may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but the Releasors, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released to the fullest extent allowed by law any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, contract, law, or rule, without regard to the subsequent discovery or existence of such

different or additional facts. The Class Representative acknowledges, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material term of the settlement of which this release is a part.

1.41 “Wells Fargo” refers to Wells Fargo Bank, N.A., Plaintiff/Cross-Defendant in this Action.

2. Conditions and Effectiveness of Agreement.

2.1 This Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below. The Effective Date of this Agreement shall be the date when all of the following listed below shall have occurred.

2.2 The Parties have signed the Agreement.

2.3 Court Approval. The Court approves this Agreement in accordance with the following steps:

2.3.1 Motion for Preliminary Approval. After good faith consultation with Wells Fargo’s Counsel, Class Counsel will present a Motion for Preliminary Approval to the Court within 30 days of execution of this Agreement including the Class Notice, in substantially the form of Exhibit 1 hereto, and the Preliminary Approval Order, in substantially the form of Exhibit 2 hereto. Class Counsel will provide a draft of the Motion for Preliminary Approval to Defense Counsel for review at least ten(10) days prior to filing with the Court.

2.4.2 Certification of Class for Settlement Purposes. In connection with the proceedings for Preliminary and Final Approval, the Class Representative shall seek orders (Preliminary and Final, respectively) certifying the Class for purposes of this Settlement only.

2.4.3 Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially the form of attached Exhibit 2 hereto, which shall among other things:

- a. Preliminarily certify the proposed Class for settlement purposes only;
- b. Preliminarily approve this Agreement as fair, reasonable and adequate subject to final determination by the Court;
- c. Preliminarily approve the Enhancement Award that goes to Class Representative;
- d. Preliminarily approve the Attorney's Fees that goes to Class Counsel;
- e. Preliminary approve Attorneys' Expenses that goes to Class Counsel;
- f. Preliminarily approve the Settlement Administrator cost;
- g. Approve the appointment of the Class Representative as representative of the Class for the Settlement and the appointment of Class Counsel as counsel for the Class for the Settlement;
- h. Approve a form of Class Notice substantially in the form of Exhibit 1 to be sent to the individuals on the Notice List;
- i. Direct the Settlement Administrator, promptly after entry by the Court of the Preliminary Approval Order, to mail the Notice to each individual on the Notice List by first-class mail;
- j. Schedule a Final Approval Hearing on final approval of this settlement;
- k. Establish a procedure for Members of the Class to exclude themselves and set a date, approximately thirty (30) days before the Final Approval Hearing, after which no

Member of the Class shall be allowed to opt-out of the Settlement and shall be bound to the terms of the Settlement;

l. Establish a procedure for Settlement Class Members to appear and/or object to the Settlement and set a date, approximately thirty (30) days before the Final Approval Hearing, after which no Settlement Class Member shall be allowed to object;

m. Require any attorneys representing Settlement Class Members, at the Settlement Class Member's expense, to file a notice of appearance;

n. Stay all proceedings in the Action against the Parties, other than proceedings as may be necessary to carry out the terms and conditions of the Agreement;

o. Pending Final Approval, and upon expiration of the Opt-Out Deadline, preliminarily enjoin each Settlement Class Member from maintaining, commencing, prosecuting or pursuing directly, representatively, or in any other capacity any Released Claim subsumed and covered by the Release in this Agreement in any court or arbitration forum;

p. Contain such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable; and

q. Authorize the Parties to take all necessary and appropriate steps to establish the means necessary to implement the terms of this Agreement.

2.4 Class Notice. The Settlement Administrator shall cause the Class Notice to be mailed pursuant to the Preliminary Approval Order and the terms of this Agreement.

2.5 Order of Final Approval and Judgment. The Court shall enter the Order of Final Approval substantially in the form attached as Exhibit 3, which shall among other things:

a. Find that (i) the Court has personal jurisdiction over the Settlement Class Members, (ii) the Court has personal jurisdiction over the claims asserted in the Action, and (iii) venue is proper;

b. Finally approve the Settlement;

c. Finally certify the Settlement Class for settlement purposes only;

d. Finally approve the Enhancement Award that goes to Class Representative;

e. Finally approve the Attorney's Fees that goes to Class Counsel;

f. Finally approve Attorneys' Expenses that goes to Class Counsel;

g. Finally approve the Settlement Administrator cost;

h. Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and find that the Parties and procedures used complied with state law so as to give full effect to the Settlement;

i. Enter Final Judgment with respect to the Released Claims of all Settlement Class Members and dismiss the Released Claims with prejudice;

j. Make the Releases in section 10 of this Agreement effective as of the date of the Final Judgment;

k. Permanently bar and enjoin the Class Representative and all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims;

l. Permanently bar and enjoin the Class Representative and all Settlement Class Members from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of

Settlement Class Members but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims);

m. Find that, by operation of the entry of the Judgment, the Class Representative and all of the Settlement Class Members shall be deemed to have forever released, relinquished, and discharged the Released Parties from any and all Released Claims;

n. Authorize the Parties to implement the terms of this Agreement;

o. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purposed;

p. Issue related orders to effectuate the Final Approval of the Settlement and its implementation; and

q. Dismiss the claims filed by Wells Fargo against Agak in the Action with prejudice.

2.6 No Injunctive Relief. The Final Approval Order and Judgment shall not provide for any injunctive relief against Wells Fargo.

2.7 Finality of Judgment. The Order of Final Approval has become Final, including expiration of the time for filing any appeal or other form of objection to the Order of Final Approval, full and final resolution of any appeal or objection that may be filed, and expiration of the time for seeking review of that disposition through an appeal, *en banc* hearing, or higher level of review.

3. Settlement Consideration

3.1 In consideration for the Releases set forth in section 10, Wells Fargo will provide the following benefits.

3.2 Representations and Prospective Obligations

3.2.1 Nothing in this section is an admission either about Wells Fargo's current or past practices, or an admission that the terms are mandated by law or other requirement.

3.2.2 The agreements set forth in this section shall not operate as an injunction or otherwise provide any Class Member or governmental official or agency, or any other person or entity with any right or power to seek direct enforcement of its terms, except a Member of the Settlement Class may seek relief from the Court as to a breach of the terms of the Settlement Agreement.

3.2.3 The Class Representative represents and warrants that neither he nor Class Counsel are aware of any claims other than those alleged in the Complaint that they or the Class Members may have against Wells Fargo arising out of (1) the allegations and claims that were made in the Complaint or that could have been made in the Complaint; (2) allegedly unauthorized credit defense fees ; and/or (3) the Credit Defense products offered on Wells Fargo credit cards.

3.3 Settlement Monetary Consideration

3.3.1 The Settlement Fund shall consist of five million U.S. dollars and no cents (\$5,000,000), which shall be deposited into an escrow account with the Settlement Administrator, the terms of which shall be subject to Wells Fargo's approval. In no event shall Wells Fargo's

financial responsibilities related to this Settlement impose any duties beyond the payment of five million dollars and no cents (\$5,000,000.00) as provided for in this Agreement.

3.3.2 The Settlement Fund shall be used to pay Settlement Class Members, the Enhancement Award, Attorneys' Fees and Attorneys' Expenses, and the Settlement Administrator's costs associated with disseminating the Class Notice, and any escrow, administrative and/or bank-related fees and costs associated with distribution of payments to Settlement Class Members.

3.3.3 Within thirty (30) days after the Court's Preliminary Approval Order, Wells Fargo will initially fund the Settlement Fund by depositing the sum of Five Hundred Thousand Dollars and no cents (\$500,000.00) into an escrow account with the Settlement Administrator to cover initial costs and expenses for implementing the Settlement, and the terms of the escrow agreement for the escrow account shall be subject to Wells Fargo's approval.

3.3.4 Within thirty (30) days of the Effective Date, Wells Fargo will fund the remainder of the Settlement Fund by depositing into an escrow account, the terms of which shall be subject to Wells Fargo's approval, the sum of Four Million and Five Hundred Thousand Dollars and no cents (\$4,500,000). There shall be no reverter back to Wells Fargo of any part of the Settlement Fund, unless otherwise agreed to by Class Counsel with respect to *de minimis* funds, if any, remaining after distributions are completed.

4. Qualified Settlement Fund

4.1 The Settlement Fund shall constitute a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation Section 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

4.2 Upon or before establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide Wells Fargo with that employer identification number on a properly completed and signed IRS Form W-9.

4.3 If requested by either Wells Fargo or the Settlement Administrator, the Settlement Administrator and Wells Fargo shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1 (j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

4.4 Following its remittances of the Settlement Fund monies as described in paragraph 3.3 of this Agreement, Wells Fargo shall have no responsibility, financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of opt-out letters, payments to Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposits shall fully discharge Wells Fargo's obligation to the Class Representative, Settlement Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Fund.

4.5 The Settlement Administrator may file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement or understanding with the Settlement Administrator relating to the QSF shall require

the Settlement Administrator or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

5. Payments from the Settlement Fund

5.1 Following payment of the costs of the Settlement Administrator, Class Counsel's Attorneys' Fees and Attorneys' Expenses awarded by the Court, and the Enhancement Award, the Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds remaining in the Settlement Fund within sixty (60) days after the Effective Date ("First Distribution"). Checks shall be valid for one hundred eighty (180) days after the First Distribution and the checks shall state "void after 180 days" or words to that effect. Settlement Class Members who are not located or whose checks are not cashed within one hundred eighty (180) days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement. The Settlement Administrator may void any checks issued to such Settlement Class Members one hundred eighty (180) days after the First Distribution.

5.2 Twenty (20) days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution ("Second Distribution"). Checks shall be valid for ninety (90) days after the Second Distribution and the

checks shall state “void after 90 days” or words to that effect. The Settlement Administrator may void any checks issued to such Settlement Class Members ninety (90) days after the Second Distribution.

5.3 The Settlement Administrator shall notify counsel in writing within twenty (20) days after the checks from the Second Distribution Date become void of the number of Settlement Class Members who were sent checks, the number of Settlement Class members who did not cash their checks, and the total dollar amount of the checks distributed by the Settlement Administrator, and the total dollar amount of uncashed checks. Such monies shall revert back to the Settlement Fund and shall be paid out as a *cy pres* as detailed in Section 5.4 below.

5.4 Cy Pres. Twenty (20) days after the checks from the Second Distribution Date become void, the residue of the Settlement Fund including any monies from uncashed checks, if any, shall be distributed to National Foundation for Credit Counseling (“NFCC”), which is a 26 U.S. §501(c)(3) non-profit charitable organization agreed to by the Parties. Neither the Parties nor their respective counsel have any relationship with the proposed Non-Profit Recipient.

5.5 For each payment made pursuant to this Agreement, Wells Fargo, itself or through the Settlement Administrator, may report each payment to government authorities including the Internal Revenue Service as required by law, and it may make any required deductions and/or withholdings. The Settlement Administrator may issue a Form 1099 to each Settlement Class Member, if required. Settlement Class Members shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Agreement. Wells Fargo makes no representations and it is understood and agreed that Wells Fargo has made no representations as to the taxability of any portions of the settlement payments to any Settlement Class Members, the payment of any

costs or an award of attorney fees, or any payments to the Class Representative. The Notice will advise Class Members to seek their own tax advice prior to acting in response to the notices, and the Class Representative and Class Counsel agree that Class Members will have an adequate opportunity to seek tax advice prior to acting in response to the notices.

5.6 The Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the determination, administration, calculation, investment, allocation, distribution, or payment of award amounts or claims, the payment or withholding of taxes, or any losses incurred in connection therewith. No person shall have any claim against the Releasees, Class Counsel or any other agent designated pursuant to this Agreement based upon the distributions made substantially in accordance with this Agreement or any order of Court.

5.7 Enhancement Award. Within sixty (60) days of the Effective Date and upon the Class Representative's submission of a Form W-9 to the Settlement Administrator, the Settlement Administrator shall remit incentive awards to the Class Representative from the Settlement Fund in the amount of twenty thousand dollars and no cents (\$20,000) ("Enhancement Award").

6. Retention and Duties of Settlement Administrator

6.1 The Settlement Administrator shall administer the Settlement pursuant to the terms of this Agreement. The Settlement Administrator shall be responsible for Mail Notice (including data standardization and de-duplication of the Notice List including updating addresses through NCOA, reasonable efforts to update addresses for undeliverable notices, and printing and mailing the Class Notice), status reporting, creating and hosting a settlement website, deploying and operating an automated toll-free contact center, including Interactive Voice Response (which does not provide a live operator) to obtain documents and answer questions, and disbursing the Settlement Funds including payments for Settlement Class Members. The Parties may direct the

Settlement Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties shall deem appropriate.

6.2 The Settlement Administrator shall not have any duties with respect to settlement administration apart from those expressly provided for in this Agreement. Wells Fargo shall not be responsible for any costs of the Settlement Administrator, which shall be paid solely from the Settlement Fund.

6.3 Wells Fargo will coordinate with the Settlement Administrator to provide Mail Notice to the Settlement Class, as provided in this Settlement Agreement. Because the information about Settlement Class members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Wells Fargo will be used solely for the purpose of effecting this Settlement and otherwise shall comply with Wells Fargo's vendor and information security requirements. Any such information provided to the Settlement Administrator will not be provided to the Class Representative or Class Counsel. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

6.4 Costs associated with Mail Notice to the Settlement Class shall not exceed four hundred and sixty thousand dollar and no cents (\$460,000) and shall be paid out of the Settlement

Fund. The costs of Notice and administration shall include any fees of and reasonable expenses incurred by the Settlement Administrator; fees for the Escrow Agent and any other reasonable expenses relating to the establishment, maintenance, and distribution of the Settlement Fund; and reasonable expenses incurred in hiring outside experts for the purpose of performing services relating to the administration of the Settlement, such as the identification of Settlement Class Members and the calculation of benefits under the Settlement. The Settlement Administrator shall complete and provide any W-9 forms necessary to receive payment for the settlement administration costs out of the Settlement Fund and to otherwise implement this Settlement.

7. Notice to the Class and Settlement Website

7.1 Subject to the Court's approval, the form of Notice shall be substantially in the form of Exhibit 1 attached hereto.

7.2 Within fourteen (14) days of the Court's entry of the Preliminary Approval Order, Wells Fargo shall provide the Settlement Administrator with the Notice List. The Settlement Administrator shall treat the Notice List as Confidential pursuant to the terms of the Protective Order and paragraph 6.3 of this Agreement. Class Counsel shall not be entitled to a copy of the Notice List. Wells Fargo represents and warrants that the Notice List includes all Class Members to the best of its knowledge.

7.3 If, by entering an order approving the final form of the Notice, the Court provides authorization to send the Notice to the individuals on the Notice List, the Settlement Administrator will mail the Notice to the individuals on the Notice List via first class mail through the United States Postal Service, postage pre-paid, no later than the Notice Mailing Date. The Agreement, and Notice shall also be posted on the Settlement Website, as outlined in this section.

7.4 Following the mailing of the Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing.

7.5 Unless the Settlement Administrator receives a Notice returned from the United States Postal Service for reasons discussed below in this Paragraph, that Notice shall be deemed mailed and received by the individual to whom it was sent five (5) days after mailing. In the event that subsequent to the first mailing of a Notice, and prior to seven (7) days before the Opt-Out Deadline, the Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the notice to that address, and the Notice will be deemed mailed at that point. The Notice shall be deemed received by the individual once it is mailed for the second time. Nothing in this Paragraph shall be construed to extend the Opt-Out Deadline for any Class Member.

7.6 No later than thirty (30) days after the Effective Date, the Settlement Administrator, with the assistance of Wells Fargo and upon the approval of the Court to file under seal and *ex parte* pursuant to the Protective Order (to protect the names, addresses, and other personal information of Class Members), will cause to be filed with the Court a list of the names and addresses of all Class Members to whom the Notice was sent.

7.7 No later than the mailing of the Class Notice, the Settlement Administrator shall establish the Settlement Website, which shall contain copies of this Agreement and Exhibits including the Class Notice to be downloaded or printed from the Website. The Settlement Website shall remain open and accessible through the Effective Date.

8. Covenants Not to Sue

8.1 The Class Representative, on behalf of himself and the Settlement Class Members, covenants and agrees: (i) not to file, commence, prosecute, intervene in, or participate in (as class

members or otherwise) any action in any jurisdiction based on or relating to any of the Released Parties, or the facts and circumstances relating thereto, against any of the Released Persons; (ii) not to organize or solicit the participating of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Releasees.

9. Representations and Warranties

9.1 The Class Representative represents and warrants that he has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that he will not assign or otherwise transfer any interest in any of the Class Representative's Released Claims.

9.2 The Class Representative represents and warrants that he has no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

9.3 The Parties, and each of them on his or its own behalf only, represent and warrant that they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter

hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Settlement Agreement. Each of the parties assumes the risk of mistake as to facts or law.

10. Releases

10.1 On the Effective Date, Releasors, including but not limited to the Class Representative, on his own behalf and on behalf of each Settlement Class Member, by operation of this Release and the Judgment set forth in the Order of Final Approval, do hereby and shall be deemed to have fully, finally, conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged any and all of the Releasees of and from any and all Released Claims and, without further action by any person or the Court, will be deemed: (a) to have consented to dismissal of the Action and the dismissal with prejudice of any and all Released Claims; (b) to have released and forever discharged any and all Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory agency, or any arbitration forum, each and every Released Claim. The Parties agree that the Releasees will suffer irreparable harm if any Settlement Class Member takes action inconsistent with this paragraph, and that in that event, the Releasees may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

10.2 The Releasors acknowledge and agree that they are aware that they may hereafter discover material or immaterial facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Release, that it is possible that unknown facts, losses or claims exist, and that known losses may have been underestimated in

amount or severity. This was explicitly taken into account in connection with this Agreement. It is the Releasors' intention to, and they do hereby, upon the Effective Date of this Agreement, fully, finally, and forever settle and release each and every one of the Releasees from each and every Released Claim, including any Unknown Claims, and any claims pursuant to California Civil Code § 1542.

10.3 Subject to Court approval, each Settlement Class Member shall be bound by this Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Action or its settlement in the form of the Notice or otherwise. The Release and agreements contained in this section 10 shall apply to and bind all Settlement Class Members, including those Settlement Class Members whose Notices are returned as undeliverable, and those for whom no current address can be found, if any.

10.4 On the Effective Date, Releasors hereby release the Releasees from each and every Released Claim.

10.5 Promptly after the Effective Date, Settlement Class Members shall dismiss with prejudice all claims, actions or proceedings that are released pursuant to this Agreement. In the event any such actions or proceedings are not dismissed and Wells Fargo learns of the action, Wells Fargo may provide notice to the Settlement Class Member of this Settlement and request dismissal of the action.

10.6 On the Effective Date, Wells Fargo by operation of this Release and the Judgment set forth in the Order of Final Approval, does hereby and shall be deemed to have fully, finally, conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged Agak of and from any claims asserted by Wells Fargo against Agak in this Action. This release is limited to the claims Wells Fargo asserted against Agak in this Action concerning

his Wells Fargo credit card and this release does not extend, for example, to any other accounts or debts that Agak may have with Wells Fargo.

10.7 Promptly after the Effective Date, Wells Fargo shall dismiss with prejudice all claims against Agak that Wells Fargo has asserted against Agak in this Action.

11. Opt-Out Rights

11.1 A Settlement Class Member who wishes to be excluded from the Settlement Class must do so in writing. In order to opt-out, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website for this Settlement, a Request to Opt-Out that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice. The Request to Opt-Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action.” Mass or class opt-outs shall be void.

11.2 Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class upon the expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments.

11.3 Any Settlement Class Member who desires to opt-out must take timely affirmative written action pursuant to this section, even if the person desiring to opt-out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

11.4 Any Settlement Class Member who properly opts-out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief

under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.5 The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests to Opt-Out within seven (7) business days after the Opt-Out Deadline.

11.6 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member's election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

12. Objections

12.1 Overview. Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and as are the same in the Class Notice.

12.2 Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defense Counsel (at the addresses identified in section 19), no later than the Objection Deadline.

12.3 The requirements to assert a valid written objection shall be set forth in the Class Notice and on the Settlement Website, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a

statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

12.4 Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

12.5 Appearance. Any Class Member who files and serves a written objection in accordance with this section and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

12.6 The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

12.7 Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

13. Termination

13.1 In the event that the settlement set forth in this Agreement is not approved without changes by the Court or, if one of the conditions upon which the Agreement is based is not

satisfied, or if the Court determines that they lack jurisdiction to approve the Settlement, or if there is court order from another court that takes jurisdiction over some or all of the claims, or if there is a regulator determination that frustrates the purpose of and protection of the Settlement, or in the event that the Effective Date does not occur, no further payments shall be made by Wells Fargo to anyone in accordance with the terms of this Agreement, the Parties will bear their own costs and fees with regard to the efforts to obtain court approval, and this Agreement shall be deemed null and void with no effect on the Action whatsoever. Reductions in the amount of the requested Attorneys' Fees and Attorneys' Expenses shall not be deemed a substantial change necessitating termination of the settlement.

13.2 Failure of the Court to enter the Preliminary Approval or Final Approval Order in its entirety or in a similar form without material changes thereto as determined by Wells Fargo, Class Counsel or the Class Representative will be grounds for Wells Fargo, Class Counsel, or the Class Representative to terminate the settlement and the terms of this Agreement. If any material portion of the Agreement or the Order of Final Approval is vacated, modified, or otherwise altered on appeal, Wells Fargo, Class Counsel, or the Class Representative may, in their sole discretion, within fourteen (14) calendar days of such appellate ruling, declare that the Agreement has failed to become effective, and in such circumstances the Agreement shall cease to be of any force and effect.

13.3 In the event that 3% or more Class Members exclude themselves from the Settlement Class, Wells Fargo shall have the absolute discretionary right to terminate this settlement and Agreement and in such case, each and every one of Wells Fargo's obligations under this Agreement shall cease to be of any force and effect, and this Agreement and any orders entered into in connection therewith shall be vacated, rescinded, cancelled, and annulled (except for any

provision included in the Preliminary Approval Order substantially similar to Paragraph 24 of the Preliminary Approval Order attached as Exhibit 2). If Wells Fargo exercises this option, the Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties, and each of them, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or in any other proceeding. Wells Fargo must exercise this option pursuant to this Paragraph at least fifteen (15) days prior to the Final Approval Hearing, by giving written notice to Class Counsel.

13.4 If one of the Parties exercises a right herein to terminate or rescind this Agreement or this Agreement is not approved by the Court pursuant to the proposed Order of Final Approval, this Agreement, the conditional Class certification provided herein, the settlement proposed herein (including any modifications made with the consent of the Parties), and any action taken or to be taken in connection therewith shall be terminated and shall become null and void and have no further force or effect, the Preliminary Approval Order shall be vacated (except for any provision included in the Preliminary Approval Order substantially similar to Paragraph 20 of the Preliminary Approval Order attached as Exhibit 2), the Parties shall be restored to their respective positions existing prior to the execution of this Agreement, and the Parties' rights and obligations with respect to the use of this Agreement and the settlement contemplated hereby will be subject to section 14 hereof. In addition, neither this Agreement, the preliminary certification of the Class, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied on, referred to, or used by anyone in any way for any purpose in

connection with any further proceedings in this Action and/or any action, lawsuit, arbitration, or proceeding involving a Released Claim.

14. Certification of Settlement Class For Settlement Purposes

14.1 After the Preliminary Approval Order and no later than 14 days before the Final Approval Hearing, the Class Representative shall move for Final Approval of the Settlement and entry of Final Judgment and shall request that the preliminary certification of the Settlement Class for settlement purposes be made final.

14.2 If the Settlement is not granted final approval and the Final Approval Order is not entered in substantially the form attached hereto as Exhibit 3, the certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for any other purposes in this or any other action can be or have been satisfied. In such circumstances, Wells Fargo reserves and shall have all rights to challenge certification of a Settlement Class or any other class for any other purpose in the Action or any other action on all available grounds as if no Settlement Class had been certified.

15. Attorneys' Fees and Attorneys' Expenses

15.1 Wells Fargo takes no position on, but reserves the right to object to, Class Counsel's motion for an award of Attorneys' Fees and Expenses.

15.2 The Parties cannot agree on an amount for attorneys' fees and expenses. Therefore, Class Counsel's application for Attorneys' Fees and Expenses shall be filed and served no later than twenty-eight (28) calendar days prior to the Final Approval Hearing. Any responsive papers shall be filed and served no later than fourteen (14) calendar days prior to the Final Approval Hearing. Class Counsel agree that the amounts of such fees and expenses awarded shall

compensate them for all legal work in the Action up to and including the date of Final Judgment, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Action after the date of Final Judgment. In the event the Court awards Class Counsel less than requested in Attorneys' Fees and Expenses, this Settlement Agreement shall nonetheless remain in full force and effect and the other benefits or payments due or to become due shall not be increased or changed.

15.3 Attorneys' Fees and Attorneys' Expenses allowed by the Court in the Final Judgment will be paid by the Settlement Administrator from the Settlement Fund within sixty (60) days after the Effective Date or entry of the order approving the application for attorneys' fees (whichever is later).

15.4 The procedure for and the grant or denial or disallowance by the Court of the application for Attorneys' Fees and Expenses will be sought through Class Counsel's Motion for Attorneys' Fees and Expenses. Therefore, the Court will consider Attorneys' Fees and Expenses separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Expenses or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Finality of Judgment approving the Agreement and the Settlement, except as provided for in section 13.

15.5 Within sixty (60) days after the Effective Date or entry of the order approving the application for attorneys' fees and expenses (whichever is later), the Settlement Administrator shall make payment of the Attorneys' Fees and Expenses awarded by the Court from the Settlement Fund to Class Counsel, pursuant to payment instructions in writing from Class Counsel. Except as provided in section 15.6, in accepting this payment, the Class Representative and Class

Counsel, on behalf of themselves and all Settlement Class Members, acknowledge that the payment and method of payment under this Agreement are in full satisfaction of any and all claims, rights, and demands that Class Counsel, the Class Representative, or the Settlement Class had, have, or may claim to have in the future for attorneys' fees, costs, expenses, or any other payment in connection with this Action or this Agreement, up to the date of final judgment. Wells Fargo shall have no responsibility for allocation or distribution of the award among Class Counsel.

15.6 A Form 1099 for this payment may be issued. Class Counsel shall cooperate with Wells Fargo and/or Settlement Administrator to provide all information necessary to process the payment including completing any requested tax forms (*e.g.*, IRS Form W-9 and applicable tax identification numbers). Wells Fargo shall have no responsibility for, and no liability whatsoever with respect to any tax obligations or any allocation among the Class Representative and Class Counsel, and/or any other person who may assert some claim thereto, of any award or payment made in this Action or pursuant to this Agreement, including but not limited to any award or payment pursuant to this section 15. Class Counsel and the Class Representative shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment made pursuant to this section 15. No party shall be deemed the prevailing party for any other purposes of the Action.

16. Stay of Discovery and Other Proceedings

16.1 To the extent the Action has not already been stayed by the Court, upon execution of this Agreement, the Parties shall discontinue all discovery activity or related proceedings in the Action, provided that if this Agreement is terminated pursuant to section 13, the Parties may resume discovery or related proceedings.

16.2 To the extent the Action has not already been stayed by the Court, upon the entry of the Preliminary Approval Order, the Parties agree that the Court should stay and suspend all proceedings in the Action, excluding proceedings that may be necessary to carry out the terms and conditions of the Agreement.

16.3 Upon the Effective Date, and notwithstanding any of the other provisions in this Agreement, Wells Fargo shall have no obligation to preserve documents and evidence with respect to Released Claims, and the Class Representative and Class Counsel shall not pursue any spoliation claims or other actions or sanctions against Wells Fargo with respect to documents or evidence related to the Released Claims.

17. Return/Destruction of Discovery Materials

17.1 The Parties agree that the terms of the Protective Order govern the dealings of the Parties with respect to materials produced in discovery in this Action and shall continue in force after the Effective Date of the settlement. Accordingly, within thirty (30) business days of the Effective Date, the Parties and their counsel of record, and any consultants or experts retained by the Parties or their counsel of record, shall use their best efforts to locate all Confidential Information (as the term is defined in the Protective Order) produced in the Action and return such Confidential Information to counsel of record for the producing party or destroy all originals or reproductions (whether in electronic, hard copy, or other form) of the Confidential Information.

17.2 Within sixty (60) days of the Effective Date, counsel of record shall make written certification that they have used their best efforts to search for all Confidential Information, that they have instructed the Class Representative, Wells Fargo, and all consultants or experts to return or destroy Confidential Information, and that, to the best of their knowledge, they have retained no originals or copies of any Confidential Information. The Parties acknowledge that their duty

to return or destroy all Confidential Information is a continuing duty and the Parties agree to return or destroy any such information found in the future.

17.3 Notwithstanding this section, the Parties shall be excused from any duty to return or destroy Confidential Information to the extent necessary to comply with outstanding court orders or with judicial and non-judicial subpoenas, civil investigative demands or other compulsory process.

17.4 The Court shall retain jurisdiction to ensure compliance with the Protective Order.

18. Media, Confidentiality, and Non-Disparagement.

18.1 Agak and Class Counsel agree that the terms of this Settlement shall remain confidential and not be disclosed by any party until the Settlement Agreement is filed in connection with the Class Representative's Motion for Preliminary Approval.

18.2 Agak and Class Counsel agree that they shall not at any time publish or make any statement including but not limited to the media or on the Internet concerning the Settlement. Agak and Class Counsel further agree that they shall not make any statement, with or without attribution, in response to any media inquiries concerning the Action, Wells Fargo or the Settlement. In response to any such inquiries, Agak and Class Counsel shall refer the inquiring media to the papers filed in the court docket.

18.3 To the extent that Class Counsel settles other actions raising similar claims against other banks, Class Counsel shall not reference this Settlement or Wells Fargo in any public comments including to the media.

18.4 Agak shall make no disparaging statements (oral or written), directly or indirectly, to the media or general public about Wells Fargo related to this Action or Settlement. "Disparaging

statements” are statements that are false, misleading, or might tend to cast Wells Fargo in a negative light, regardless of their truth or falsity.

19. Notices

19.1 All notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by mail and email to the following addresses:

All notices to Class Counsel shall be sent to Class Counsel c/o:

Evan Selik
Christine Zaouk
McCathern Law
523 West 6th Street, Suite 516
Los Angeles, California 90014

Adam Feit
Mardirossian Akaragian, LLP
6311 Wilshire Boulevard
Los Angeles, California 90048

All notices to Defense Counsel shall be sent to Defense Counsel c/o:

Tanya L. Greene
MCGUIREWOODS LLP
355 S. Grand Avenue, Suite 4200
Los Angeles, California 90071

Jarrod D. Shaw
MCGUIREWOODS LLP
Tower Two-Sixty
260 Forbes Avenue, Suite 1800
Pittsburgh, PA 15222

20. Miscellaneous Provisions

20.1 Cooperation. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

20.2 No Admission. The Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the amounts paid in settlement and the other terms of the Agreement were negotiated in good faith by the Parties and at arm's length and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. Neither the Agreement nor the Settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Releasees, or any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Releasees, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Class Representative and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that Wells Fargo could not contest (or are estopped from contesting) class certification and/or proceeding collectively on any grounds if this Action were to proceed; this Agreement shall not be deemed an admission by, or ground for estoppel against, Wells Fargo that class certification and/or proceeding collectively in the Action is proper or cannot be contested on any grounds.

20.3 Exhibits. All of the exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

20.4 Amendment/Modification. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. Class Counsel, on behalf of

the Class, are expressly authorized by the Class Representative to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class which they deem appropriate.

20.5 Entire Agreement. The Agreement and the related documents entered at this time of this Agreement or referenced herein constitute the entire agreement among the Parties hereto concerning the settlement of the Action. No representations, warranties, or inducements have been made to any party concerning the Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs and attorney fees.

20.6 Authority. Each person executing the Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that such person has the full authority to do so.

20.7 Counterparts. The Agreement may be executed in one or more counterparts, including by signature transmitted by facsimile or by email in PDF format. Electronic signatures are permitted. All executed counterparts and each of them shall be deemed to be one and the same instrument.

20.8 Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third-party beneficiaries.

20.9 No Third-Party Rights or Beneficiaries. Except as expressly provided for herein, no government agency or official can claim any rights under this Agreement or Settlement, whether with respect to the conduct that is the subject of the Releases, the restrictions in section 3,

or the funds (or remainder of funds) paid or used in the Settlement. There are no third party beneficiaries created or implied.

20.10 Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement until such time that the Court enters an order dismissing the action with prejudice.

20.11 Governing Law. The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to that State's choice of law principles.

20.12 Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any party and the canon of contract interpretation to the contrary shall not be applied.

20.13 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

20.14 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of notices of the Settlement after the Final Judgment is entered.

Dated: _____, 2023

CLASS REPRESENTATIVE
GEORGE W. AGAK

By: _____
GEORGE W. AGAK

Dated: 10/24/2023, 2023

WELLS FARGO BANK, N.A.

By: DocuSigned by:
Raymond Fischer

Name: 3078059A310F48C
Raymond Fischer

Title: _____
Head of CRMS

20.14 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of notices of the Settlement after the Final Judgment is entered.

Dated: 10/25, 2023

CLASS REPRESENTATIVE
GEORGE W. AGAK

By: 
GEORGE W. AGAK

Dated: _____, 2023

WELLS FARGO BANK, N.A.

By:

Name:

Title:

EXHIBIT 1-A

DocuSign Envelope ID: A11463E2-F603-44BC-BA77-894EEEC0EA55

Settlement Administrator, N.A. v. Agak

Settlement Administrator
c/o Epiq Class Action & Claims Solutions

**COURT
ORDERED
NOTICE**

*Wells Fargo Bank,
N.A. v. Agak*

Class Action Notice
Opt Out Deadline:
[Date]

[First][Last]

[Address1]

[Address2]

[City], [State], [Zip Code]

DocuSign Envelope ID: A11463E2-F603-44BC-BA77-894EEEEC0EA55

N.A. v. Agak, No. 56-2017-00500587-CL-CL-VTA, pending in the Superior court of the State of California, County of Ventura. Agak claims that Wells Fargo charged him fees for a Credit Defense product in connection with his Wells Fargo his credit card without his consent and further claimed that other consumers did not give consent to incur those fees. Wells Fargo denies any liability or wrongdoing. To settle the case and avoid the costs and risks of litigation, the parties have agreed to a settlement.

[Go to \[webaddress\].com](http://www.settlement.com) to see the Settlement agreement and more information about the Settlement.

Why am I being contacted? Wells Fargo's records show you are a likely member of the Settlement Class. The Settlement Class includes all Wells Fargo credit card customers in California who were charged a Credit Defense fee at any time beginning March 1, 2015 through December 31, 2018.

What are the Settlement terms? Wells Fargo has agreed to pay \$5 million dollars and no cents (\$5,000,000.00) to pay Settlement Class Members, the Enhancement Award, the costs of settlement administration, and any award of Attorneys' Fees and Attorneys' Expenses.

How do I get a Settlement Payment? The Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds remaining in the Settlement Fund within sixty (60) days after the Effective Date ("First Distribution"). Checks shall be valid for one hundred eighty (180) days after the First Distribution. Settlement Class Members who are not located or whose checks are not cashed within one hundred eighty (180) days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.

Twenty (20) days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution ("Second Distribution"). Checks shall be valid for ninety (90) days after the Second Distribution.

DocuSign Envelope ID: A11463E2-F603-44BC-BA77-894EEEC0EA55 ment, you will be bound by the terms of the Settlement Agreement, including its Releases. If you do not want to be legally bound by the Settlement, you must ask (in writing) to be excluded from the Settlement Class by [date]. If you stay in the Settlement Class, you may object to the settlement by [date]. The Superior Court of the State of California, County of Ventura will schedule a hearing to consider whether to approve the Settlement and a request for attorneys' fees, costs, and expenses, plus an Enhancement Award to the Class Representative who initiated the counterclaim in this lawsuit. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. You can call the toll-free number [number] or visit the website at www.[web address].com to learn more about how to exclude yourself from or object to the settlement.

When will the hearing be held to determine approval of the settlement, and where? The Superior Court of the State of California, County of Ventura will schedule a final fairness hearing to take place at 800 South Victoria Avenue, Ventura, California 93009, to decide whether to approve: (1) the Settlement, (2) Class Counsel's request for attorney's fees and expenses, and (3) an Enhancement Award to the Class Representative. Once the date and time are determined, it will be available on the settlement website.

Who are the lawyers for the Class? Class Counsel is Evan Selik and Christine Zaouk of McCathern, LLP and Adam Feit of Mardrossian Akaragian, LLP.

EXHIBIT 1-B

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

A California state court authorized this notice. This is not a solicitation from a lawyer.

**Wells Fargo Bank, N.A. v. George W. Agak
Case No. 56-2017-00500587-CL-CL-VTA
Superior Court of the State of California, County of Ventura**

If You Were A Wells Fargo Credit Card Customer In California Who Was Charged A Credit Defense Fee At Any Time Beginning March 1, 2015 Through December 31, 2018, You Could Get Money From a Class Action Settlement.

- You may have received notification in the mail regarding a proposed class action settlement. This Notice will explain what the class action is about, what the Settlement will be if it is approved by the Superior Court of the State of California, County of Ventura (the “Court”), how you will receive a cash award, and what to do if you want to (i) object to the Settlement; or (ii) not participate in the Settlement and instead “opt out” of the class action. These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court still must decide whether to approve the settlement. Payments will be distributed if the Court approves the settlement and after appeals, if any, are resolved in favor of the settlement. Please be patient.
- **Your legal rights may be affected whether you act or don’t act. Read this notice carefully because it explains decisions you must make and actions you must take now.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	<p>The Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds remaining in the Settlement Fund within sixty (60) days after the Effective Date (“First Distribution”). Checks shall be valid for one hundred eighty (180) days after the First Distribution. Settlement Class Members who are not located or whose checks are not cashed within one hundred eighty (180) days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.</p> <p>Twenty (20) days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution (“Second Distribution”). Checks shall be valid for ninety (90) days after the Second Distribution.</p> <p>Whether you cash your check(s) or not, if you are a Settlement Class Member, you will be bound by the Settlement’s release.</p>

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

EXCLUDE YOURSELF	You get no payment under the settlement. This is the only choice that will allow you to sue Wells Fargo on your own about the claims discussed in this notice. An exclusion request must be made in writing and postmarked on or before [DATE] .
OBJECT TO THE SETTLEMENT	You can write to the Court about why you do not agree with any aspect of the settlement. An objection must be in writing and filed on or before [DATE] .
GO TO A HEARING	You can ask to speak to the Court about the “fairness” of the settlement, after you submit your objection. A Notice of Intention to Appear must be in writing, filed , and postmarked on or before [DATE] <u>in addition to</u> submitting a timely objection.

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PART I: WHY YOU HAVE RECEIVED THIS NOTICE

1. WHY DID I RECEIVE THIS NOTICE?

A Court authorized this notice because you have a right to know about the proposed settlement of a class action lawsuit known as *Wells Fargo Bank, N.A. v. Agak*, No. 56-2017-00500587-CL-CL-VTA, and about all of your options, before the Court decides whether to approve the settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

The Court in charge of this case is the Superior Court of the State of California, County of Ventura. Wells Fargo Bank, N.A. is the Plaintiff/Cross-Defendant. George W. Agak is the Defendant/Cross-Complainant.

The essential terms of the settlement are summarized below. The Settlement sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this notice and the Settlement, the Settlement governs.

2. WHAT IS THIS LAWSUIT ABOUT?

Agak claims that Wells Fargo charged him fees for a Credit Defense product in connection with his Wells Fargo credit card without his consent and further claimed that other consumers did not give consent to incur those fees. Wells Fargo denies any and all allegations of wrongdoing and does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged in this lawsuit or in any similar action. Wells Fargo denies that it unlawfully charged Credit Defense fees without consumer consent.

For more detailed information as to Agak’s allegations, you may review a copy of the Complaint at **[web address]**. You also may request from the Settlement Administrator a copy of the Complaint.

3. WHY DID THIS LAWSUIT SETTLE?

Agak has agreed to a settlement of this Action after considering, among other things: (1) the

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

substantial benefits to Agak and the proposed Class under the terms of the Settlement; (2) the risks, costs and uncertainty of protracted litigation, especially in complex actions such as these, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating the Settlement promptly in order to provide effective relief to Agak and the proposed Class.

The Court has not decided whether Agak's claims or Wells Fargo's defenses have any merit, and it will not do so if the proposed settlement is approved. The proposed settlement does not suggest that Wells Fargo has or has not done anything wrong, or that Agak and the proposed Class would or would not win his case if it were to go to trial.

4. WHY IS THIS A "CLASS ACTION"?

In a class action, one or more people, called named plaintiffs or class representatives, sue on behalf of people who have similar claims. All these people constitute the Class or are Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class or are otherwise not part of the Class.

PART II: DESCRIPTION OF THE SETTLEMENT CLASS

5. AM I A MEMBER OF THE SETTLEMENT CLASS?

With some limited exceptions, described below, the Settlement Class means the collective group of "all Wells Fargo credit card customers in California who were charged a Credit Defense fee at any time beginning March 1, 2015 through December 31, 2018." According to Wells Fargo's records, you may be one of those individual borrowers.

6. I'M STILL NOT SURE IF I'M INCLUDED.

If you do not understand whether or not you are a Settlement Class Member, you can visit our web site, **[web address]**, or you can contact Class Counsel.

PART III: DECISIONS YOU MUST MAKE NOW

7. WHAT DO I NEED TO DO NOW?

FIRST, If you want to be excluded from the Settlement Class, you must notify the Settlement Administrator as described below in Part VI **no later than [DATE]**. If you exclude yourself:

- You will **not** be eligible for payment under the settlement.
- You will **not** be able to object to the proposed settlement and to appear at the Final Approval Hearing.
- You will **not** be bound by any orders or judgments entered in this case, if the proposed settlement is approved.

SECOND, if you remain in the Settlement Class, you may object to any part of the proposed

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

settlement by filing a written objection with the Court as described below in Part VII. You must **file** your objection with the Court **on or before [DATE]**.

Additionally, if you file an objection, you may also decide to appear and speak at the Court's Final Approval Hearing regarding the settlement of this lawsuit. If you wish to appear and speak at the Court's Final Approval Hearing, you must have first submitted an objection (as described in Part VII) and, in addition, file and serve a Notice of Intention to Appear at the Final Approval Hearing that is postmarked by **[date]** as described in response to Question 24, below.

THIRD, if you remain a Settlement Class Member, you will be eligible for certain payments.

The Parties make no representations about the tax implications of any payments made in connection with the settlement. You should seek your own tax advice prior to acting in response to this Notice.

8. WHAT IF I DO NOTHING?

If you do nothing, the Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds remaining in the Settlement Fund within sixty (60) days after the Effective Date ("First Distribution"). Checks shall be valid for one hundred eighty (180) days after the First Distribution. Settlement Class Members who are not located or whose checks are not cashed within one hundred eighty (180) days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.

Twenty (20) days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution ("Second Distribution"). Checks shall be valid for ninety (90) days after the Second Distribution.

Whether you cash your check(s) or not, if you are a Settlement Class Member, you will be bound by the settlement's release.

Unless you exclude yourself from the Settlement Class, if the settlement is approved, all of the Court's orders will apply to you and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Wells Fargo in regard to the claims in this lawsuit, ever again, regardless of whether you cash your check(s).

PART IV: SETTLEMENT BENEFITS – WHAT YOU CAN GET

9. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement Agreement provides that Wells Fargo will pay five million dollars and no cents (\$5,000,000) for:

- (a) payments to Settlement Class Members;
- (b) claims administration costs, including, but not limited to, costs associated with Mail Notice, which shall not exceed four hundred and sixty thousand dollars and no cents

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

- (c) (\$460,000);
- (c) an Enhancement Award to the Class Representative in the amount of twenty thousand dollars and no cents (\$20,000.00); and
- (d) Attorneys' Fees and Expenses in an amount to be determined by the Court upon Class Counsel's Motion for Attorneys' Fees and Expenses.

In no event shall Wells Fargo's financial responsibilities related to this Settlement impose any duties beyond payment of five million dollars and no cents (\$5,000,000.00).

In return for the benefits in this settlement, and if the settlement is implemented, all Settlement Class Members will release Wells Fargo from the claims discussed in the Agreement, and this Action will be dismissed with prejudice, among other terms.

10. WHAT PAYMENT CAN I GET FROM THE SETTLEMENT?

The Settlement Administrator shall disburse the remaining funds in the Settlement Fund to Settlement Class Members of their equal share of the funds remaining in the Settlement Fund within sixty (60) days after the Effective Date ("First Distribution"). Settlement Class Members who are not located or whose checks are not cashed within one hundred eighty (180) days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.

Twenty (20) days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution ("Second Distribution"). Checks shall be valid for ninety (90) days after the Second Distribution.

11. WHEN WILL I GET MY PAYMENT, IF ANY?

Payments to Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved. (*See* Part VIII, "The Court's Final Approval Hearing," below). If there are appeals, resolving them can take time. Finally, there remains a possibility that this settlement may be terminated for other reasons. Please be patient.

You may visit [**website address**] for updates on the progress of the settlement.

PART V: THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

12. DO I HAVE A LAWYER IN THIS CASE?

The Court has designated attorneys **Evan Selik and Christine Zaouk of McCathern, LLP and Adam Feit of Mardirossian Akaragian, LLP** to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class Counsel." **Class Counsel will apply to the Court for payment in the form of Attorneys' Fees and Attorneys' Expenses. These Fees and Expenses will be paid from the Settlement Fund. You will not otherwise be charged for the services of Class Counsel.**

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

You may contact Class Counsel about this lawsuit and proposed settlement as follows:

Evan Selik
Christine Zaouk
McCathern Law
523 West 6th Street, Suite 516
Los Angeles, California 90014

Adam Feit
Mardirossian Akaragian, LLP
6311 Wilshire Boulevard
Los Angeles, California 90048

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

13. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVES IN THESE ACTIONS BE PAID?

Class Counsel has prosecuted this case on a contingent fee basis and have not been paid anything to date for their services. Class Counsel will make an application to the Court for an award of attorneys' fees, plus reimbursement of litigation costs, which shall be the sole aggregate compensation for all attorneys representing Agak and the Settlement Class. You will not be required to pay Class Counsel anything.

Class Counsel will move the Court for Attorneys' Fees and Expenses Any fees awarded to Class Counsel will be paid directly out of the Settlement Fund.

PART VI: EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, and you want to keep the right to sue or continue to sue Wells Fargo on your own with regard to the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself or "opting out" of the Class.

14. HOW DO I GET OUT OF OR EXCLUDE MYSELF FROM THE SETTLEMENT?

If you want to be excluded from the Class, you must notify the Settlement Administrator. To exclude yourself from the settlement, you must complete and send to the Settlement Administrator a written request that includes the case name (*Wells Fargo Bank, N.A. v. Agak*), your name and address, and a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." The request also must be personally signed by you (the person requesting exclusion). Your exclusion request must be **postmarked** no later than **[DATE]**. Send your exclusion request to:

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

Wells Fargo Bank, N.A. v. Agak
Settlement Administrator
c/o Epiq Class Action & Claims Solutions
[ADDRESS]

15. WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE CLASS?

If you request exclusion from the Class, then:

- You will **not** be eligible for payment under the proposed settlement;
- You will **not** be allowed to object to the terms of the proposed settlement; and
- You will **not** be bound by any subsequent rulings entered in this case if the proposed settlement is finally approved.

However, if your request for exclusion is late or deficient, you will still be considered a part of the Settlement Class, you will be bound by the settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

16. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT LATER?

No. If the Court approves the proposed settlement and you do not exclude yourself from the Settlement Class, you release (give up) all claims released in the Settlement.

17. WHAT DO I GIVE UP IF I CHOOSE TO STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Wells Fargo about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions, orders and judgments by the Court will bind you. If you do nothing at all, you will be releasing Wells Fargo and the Released Parties from all of the claims described and identified in Section 10 of the Settlement. The Settlement is available at [website] and provides more detail regarding the Release and describes the Released Claims with specific descriptions.

18. CAN I FILE A LATER LAWSUIT MAKING SIMILAR CLAIMS?

No. If you remain a member of the Settlement Class and the settlement is finally approved, you will be enjoined and barred from initiating or continuing any lawsuit or other proceeding against Wells Fargo if those claims are included among those released in the Settlement.

As part of this settlement, the Court has preliminarily enjoined all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from maintaining, commencing, prosecuting, or pursuing any Released Claim as Class Members or otherwise against Wells Fargo (or against any of its related parties or affiliates).

Upon final approval of the settlement, Agak and Wells Fargo will ask the Court to enter a permanent

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

injunction enjoining all Settlement Class Members and/or their representatives and/or personnel from engaging in the activities described above. All Settlement Class Members will be bound by this permanent injunction.

PART VII: OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the settlement or any or all of its terms.

19. HOW CAN I OBJECT TO THE PROPOSED SETTLEMENT?

If you choose to remain a Settlement Class Member, you have a right to object to any parts of the proposed settlement. The Court will consider your views.

Your written objection must include:

- (1) the case name and number: *Wells Fargo Bank, N.A. v. Agak*, No. 56-2017-00500587-CL-CL-VTA
- (2) your name;
- (3) your address;
- (4) your telephone number;
- (5) if you are represented by counsel, the name, address, and telephone number of your counsel;
- (6) a written statement of the basis for your objection(s); and
- (7) a statement of whether you intend to appear and argue at the Final Approval Hearing, with or without counsel.

Your written objections must be **filed with the Court no later than [DATE]**:

Clerk of the Court
Superior Court of the State of California, County of Ventura
800 South Victoria Avenue

Ventura, California 93009

You must also mail your objection to Class Counsel and Defense Counsel, at their addresses specified in Section 19 of the Settlement.

If you file objections, but the Court approves the settlement as proposed, you can still be eligible for payment under the settlement, subject to the terms and conditions discussed in this Notice and in the Settlement.

20. WHAT IS THE DIFFERENCE BETWEEN “OBJECTING” AND “EXCLUDING”?

Objecting is simply a way of telling the Court that you don’t like something about the Settlement. You can only object if you stay in the Settlement Class.

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

If you object to the Settlement, you still remain a member of the Settlement Class and you will still be eligible for payment. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit or proceeding based upon or relating to the claims, causes of action, facts, or circumstances of this case.

Excluding yourself is telling the Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement or appear at the Final Approval Hearing because it no longer affects you.

PART VIII: THE COURT'S FINAL APPROVAL HEARING

The Court will hold a final hearing (called a Final Approval Hearing) to decide whether to finally approve the settlement.

21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

On [DATE], at [TIME], the Court will hold a Final Approval Hearing at the Superior Court of the State of California, County of Ventura, before the Honorable Benjamin F. Coats, in Courtroom [ADD], 800 South Victoria Avenue, Ventura, California 93009.

At the hearing, the Court will consider whether to grant final certification to the Settlement Class for settlement purposes, whether to approve the proposed settlement as fair, reasonable and adequate, whether to award attorneys' fees and costs, whether to award the Class Representative an award for his help, and consider related settlement issues. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later.

22. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have at the Final Approval Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Final Approval Hearing without further notice. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

23. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

Yes, if you have filed an objection, you may ask the Court for permission to speak at the hearing. To do so, you must submit an objection and also file a document called a "Notice of Intention to Appear" as described in response to Question 24, below.

24. WHAT DO I HAVE TO DO TO SPEAK AT THE FINAL APPROVAL HEARING?

If you are a member of the Settlement Class, and you (or your attorney) want to appear and speak at the Final Approval Hearing, you (or your attorney) must have submitted an objection and must file a **Notice of Intention to Appear at the Final Approval Hearing**. Your **Notice of Intention to**

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

Appear at the Final Approval Hearing, along with any papers, exhibits, or other evidence you intend to present, must be filed with the Court at the address specified in Question 19, and served on Class Counsel and Defense Counsel (at their addresses specified in Section 12 of the Settlement) no later than [DATE].

If you file objections and appear at the Final Approval Hearing, but the Court approves the settlement as proposed, you can still be eligible for payment under the settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement.

PART IX: GETTING ADDITIONAL INFORMATION

25. HOW DO I GET MORE INFORMATION?

This Notice and the accompanying documents summarize the proposed settlement. More details are contained in the Settlement. The full Settlement is on file with the Clerk of the Court and is also available at [web address] or by calling toll-free [number]. For a more detailed statement of the matters involved in this case, you may review the Complaint and the other papers and Court orders on file in the Clerk's office at any time during normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. Pacific Standard Time.

If you have questions after reading this notice, additional information about the proposed settlement is available on this Settlement Website, or you may call toll-free [number], where responses to common questions are available. You may also direct your questions about the settlement to Class Counsel, whose name and address is listed in response to Question 12 of this Notice.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT.

Dated: [DATE], 2023

Clerk of the Court
Superior Court of the State of California
County of Ventura

QUESTIONS? VISIT [WEB ADDRESS] OR CALL TOLL-FREE [NUMBER]

EXHIBIT 2

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

WELLS FARGO BANK, N.A.,
Plaintiff,

vs.

GEORGE W. AGAK, an individual,
Defendant.

CASE NO. 56-2017-00500587-CL-CL-VTA

AND RELATED CROSS-ACTION.

**[PROPOSED] ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR CLASS NOTICE**

WHEREAS, an above entitled action is pending before this Court, referred to herein as the “Action”;

WHEREAS, the parties having made application, pursuant to California Rules of Civil Procedure, for an order approving the settlement of this Action in accordance with the Settlement Agreement and Release dated _____ (the “Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Agreement and the exhibits annexed thereto;

WHEREAS, the Parties have agreed to seek preliminary approval of the Agreement and proposed settlement from this Court, so that the Court may decide whether to approve this settlement in accordance with California Rules of Civil Procedure; and

WHEREAS, all defined terms herein have the same meanings as set forth in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement.** Defendant/Cross-Complainant George W. Agak, on behalf of himself and all members of the Class, and Plaintiff/Cross-Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) negotiated a potential settlement to the Action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Agreement) against Wells Fargo and the Releasees.

2. **Review.** At the preliminary approval stage, the Court’s task is to evaluate whether the settlement is within the “range of reasonableness.” 4 Newberg on Class Actions § 11.26 (4th ed. 2010); Cal. Rules of Court, rule 3.769(d)–(g)). To approve the settlement, the court must “determine that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 810-11 (2d DCA 2014). A presumption of fairness exists where (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Id.*; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 408 (2d DCA 2010); see also *Manual for Complex Litigation*, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms’-length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted). The Court has carefully reviewed the Agreement, as well as the files, records, and proceedings to date in the Action. The terms and conditions in the Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Agreement.

3. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Members of the Class, and venue in this Court is proper.

4. **Preliminary Approval.** The Court does hereby preliminarily approve the Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement as set forth in the Agreement falls within the range of reasonableness and was the product of informed, good-faith, arms'-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval.

5. **Settlement Class.** The Court conditionally certifies, for settlement purposes only (and for no other purpose and with no other effect upon the Action, including no effect upon the Action should the Agreement not receive final approval or should the Effective Date not occur), a class defined as the collective group of all Wells Fargo credit card customers in California who were charged a Credit Defense fee at any time beginning March 1, 2015 through December 31, 2018. The Court finds, for settlement purposes only, that class certification under California Rules of Civil Procedure is appropriate in that, in the settlement context: (a) the members of the Class are so numerous that joinder of all Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual question; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative and his counsel will fairly and adequately represent and protect the interests of the Class Members; (e) the Class is ascertainable; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. **Designation of Class Representative and Class Counsel.** The Court appoints the Defendant/Cross-Complainant George W. Agak as Class Representative, and Evan Selik and Christine Zaouk of McCathern, LLP and Adam Feit of Mardirossian Akaragian, LLP as Class Counsel.

7. **Final Approval Hearing.** This Court shall set a date for a hearing (the "Final Approval Hearing") to be held before the Court, at the Superior Court of the State of California, County of Ventura, 800 South Victoria Avenue, Ventura, California, 93009, Courtroom 43. At the Final Approval Hearing, the Court will determine, among other things: (i) whether the proposed

Settlement of the Action on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether a Judgment as provided in Paragraph 1.20 of the Agreement should be entered; (iii) whether Class Members should be bound by the Release set forth in the Agreement; and (iv) any amount of fees and expenses that should be awarded to Class Counsel.

8. **Class Notice.** The Court approves the form, substance and requirements of the notice of the proposed settlement of the class action annexed hereto as Exhibits 1-A (“Mail Notice), and 1-B (“Long Form Notice”). The Court further finds that the form, content and mailing of the Mail Notice, substantially in the manner and form set forth in Paragraphs 8 of this Order, meet the requirements of the California Rules of Civil Procedure and due process. The Court further finds that this is the best notice practicable under the circumstances and is reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of the Action, to apprise persons who would otherwise fall within the definition of the Class of their right to exclude themselves from the proposed Class, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing. The Court further finds that the Notice constitutes due and sufficient notice to all persons entitled thereto.

9. **Settlement Administrator.** Pursuant to California Rules of Civil Procedure, the Court appoints Epiq Class Action & Claims Solutions (“Settlement Administrator”) to supervise and administer the notice procedure as more fully set forth below:

(a) No later than forty-five (45) days from the entry of this Order (the “Notice Mailing Date”), the Settlement Administrator shall cause a copy of the Mail Notice, substantially in the form annexed as Exhibit 1-A hereto, to be mailed by first class mail to each individual on the Notice List;

(b) No later than the Notice Mailing Date, the Settlement Administrator shall establish a website at [www.\[web address\].com](http://www.[web address].com), and shall post on the website the Agreement the Long Form Notice (Exhibit 1-B);

(c) Following the mailing of the Mail Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing; and

(d) The Settlement Administrator shall otherwise carry out its duties as set forth in Section 6 of the Agreement.

(e) The Court preliminarily approves Settlement Administrators expenses not to exceed four hundred sixty thousand dollars and no cents (\$460,000.00) to complete its duties for this Settlement.

10. **Exclusion from the Class.** Any Class Member may, upon request, be excluded from the Class. Any such Class Member must submit a written Request to Opt Out no later than thirty (30) days prior to the Final Approval Hearing. The written Request to Opt Out must be sent to the Settlement Administrator: *Wells Fargo Bank, N.A. v. Agak*, Settlement Administrator, Epiq Class Action & Claims Solutions. To be valid, the Request to Opt Out must include the Class Member's name, address, original signature, and a statement that indicates a desire to be excluded from the Settlement Class. All Class Members who submit valid and timely Requests to Opt Out in the manner set forth in this Paragraph shall have no rights under the Agreement, shall not receive a Settlement payment, and shall not be bound by the Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A Class Member who desires to opt out must take timely affirmative written action pursuant to this Order and the Agreement, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

11. **Copies of Requests to Opt Out.** The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests to Opt Out within seven (7) business days after the Opt-Out Deadline.

12. **Entry of Appearance.** Any member of the Class who does not exclude himself or herself from the Settlement Class may enter an appearance in the Action, at his or her own expense,

individually or through counsel of his or her own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

13. **Binding Effect on Class.** All Members who do not exclude themselves from the Settlement Class by properly and timely submitting a Request to Opt Out shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

14. **Objections.** Any Class Member who does not timely and validly exclude himself or herself from the Settlement Class may appear and show cause, if he or she has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable and adequate, why a Final Judgment should not be entered thereon, or why attorneys' fees and expenses should not be awarded to Class Counsel; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment to be entered thereon approving the same, or any attorneys' fees and expenses to be awarded to Class Counsel or award made to the Class Representative, unless a written objection is filed with the Clerk of the Superior Court of the State of California, County of Ventura, 800 South Victoria Avenue, Ventura, California 93009, no later than thirty (30) days prior to the Final Approval Hearing. A copy of the objection must also be mailed to Class Counsel and Defense Counsel, postmarked no later than thirty (30) days prior to the Final Approval Hearing. To be valid, the objection must set forth, in clear and concise terms: (a) the case name and number (*Wells Fargo Bank, N.A. v. Agak*, Adv. Pro. No. 56-2017-00500587-CL-CL-VTA); (b) the name, address, and telephone number of the objector objecting and, if represented by counsel, of his or her counsel; (c) the basis for objection; and (d) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Any Class Member who does not make his or her objection in the manner provided shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated

in the Agreement, and to the award of attorneys' fees and expenses to Class Counsel and the payment of an award to the Class Representative for her representation of the Class, unless otherwise ordered by the Court.

15. **Appearance of Objectors at Final Approval Hearing.** Any Class Member who files and serves a written objection in accordance with Paragraph 14 of this Order may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objector: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on Class Counsel and Defense Counsel by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objector will present to the District Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

16. **Service of Motion for Final Approval.** The motion in support of final approval of the Settlement and shall be filed and served no later than fourteen (14) days prior to the Final Approval Hearing. Wells Fargo's response to Plaintiff's Motion for Final Approval of the Settlement shall be filed and served no later than seven (7) days prior to the Final Approval Hearing.

17. **Enhancement Award.** The Court preliminarily approves the enhancement award to go to the class representative, George Agak, of twenty thousand dollars and zero cents (\$20,000) as fair and reasonable in light of the work and effort exhibited as part of this Action.

18. **Attorneys' Fees and Expenses.** The Parties cannot agree on an amount for attorneys' fees and expenses. Therefore, Class Counsel's application for Attorneys' Fees and Expenses shall be filed and served no later than twenty-eight (28) calendar days prior to the Final

Approval Hearing. Any responsive papers shall be filed and served no later than fourteen (14) calendar days prior to the Final Approval Hearing.

19. **Fees, Expenses, and Awards.** Neither Wells Fargo nor the Releasees shall have any responsibility for any application for Attorneys' Fees and Expenses submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. The procedure for and the grant or denial or disallowance by the Court of the application for Attorneys' Fees and Expenses will be sought through Class Counsel's Motion for Attorneys' Fees and Expenses.

20. **Releases.** If the Settlement is finally approved, the Releasers shall release the Releasees from all Released Claims.

21. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Wells Fargo. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Agreement.

22. **Adjournment of Final Approval Hearing.** This Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

23. **Stay of Proceedings.** All proceedings in this Action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

24. **Preliminary Injunction.** Pending final determination of whether the Settlement should be approved, and upon expiration of the Opt-Out Deadline, all Class Members who do not timely and validly exclude themselves from the Settlement Class, and each of them, and anyone who purports to act on their behalf, are preliminarily enjoined from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Agreement, including in any court or arbitration forum.

25. **Termination of Settlement.** If: (a) the Agreement is terminated as provided in Section 13 of the Agreement; or (b) any specified material term or condition of the Settlement as set forth in the Agreement is not satisfied as provided in Section 13 of the Agreement, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, *nunc pro tunc* (except Paragraph 19 of this Order shall remain in effect), and each party shall be restored to his, her, or its respective position in this Action as it existed prior to the execution of the Agreement.

26. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.

27. **Authority.** The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Agreement.

28. **Jurisdiction.** This Court retains jurisdiction over the Action to consider all further matters arising out of or connected with the Agreement and the Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE BENJAMIN F. COATS

EXHIBIT 3

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

WELLS FARGO BANK, N.A.,
Plaintiff,

vs.

GEORGE W. AGAK, an individual,
Defendant.

CASE NO. 56-2017-00500587-CL-CL-VTA

AND RELATED CROSS-ACTION.

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter came before the Court for hearing on the application of the Parties for final approval of the Settlement set forth in the Settlement Agreement and Release dated _____ (the "Agreement"). On _____, the Court granted preliminary approval to the proposed class action settlement set forth in the Agreement between Defendant/Cross-Complainant George W. Agak ("Class Representative"), on behalf of himself and all members of the Class, and Wells Fargo Bank, N.A. ("Wells Fargo"). The Court also provisionally certified the Class for settlement purposes and approved the procedure for giving Class Notice to the members of the Settlement Class. This Court set a Final Approval Hearing to take place on _____ (*see* D.E. ____). This Court finds that the Class Notice substantially in the form approved in the Preliminary Approval Order was given in the manner ordered by the Court and constitutes the best practicable notice, and was fair, reasonable, and adequate.

On _____, this Court held a duly noticed Final Approval Hearing to consider, among other things: (1) whether to certify the Class for settlement purposes; (2) whether the terms and conditions of the Agreement are fair, reasonable and adequate; (3) whether a

judgment should be entered dismissing the Class Representative's Released Claims on the merits and with prejudice; (4) whether and in what amount to provide an enhancement award to the Class Representative; and (5) whether and in what amount to award attorneys' fees and expenses to Class Counsel for the Class.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Agreement.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Class, and venue in this Court is proper.

3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.

4. **Settlement Class.** Pursuant to California Rules of Civil Procedure, this Court hereby finally certifies this Action as a class action, with the Class defined as the collective group of all Wells Fargo credit card customers in California who were charged a Credit Defense fee at any time beginning March 1, 2015 through December 31, 2018. The Court finds, for settlement purposes only, that class certification is appropriate in that, in the settlement context: (a) the Members of the Class are so numerous that joinder of all Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual question; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative and his counsel will fairly and adequately represent and protect the interests of the Class Members; (e) the class is ascertainable; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. **Designation of Class Representative and Class Counsel.** The Court confirms the prior appointments of the Defendant/Cross-Complainant George W. Agak as Class Representative, and Evan Selik and Christine Zaouk of McCathern, LLP and Adam Feit of Mardirossian Akaragian, LLP as Class Counsel.

6. **Settlement Approval.** Pursuant to California Rules of Civil Procedure, this Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Parties. The Court further finds that the Settlement set forth in the Agreement is the result of good faith arm's-length negotiations between experienced counsel representing the interests of the Parties. Accordingly, the Settlement embodied in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the Parties are hereby directed to perform its terms. In addition, this Court has reviewed the objections that were submitted relating to this settlement and finds those objections to be without merit.

7. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of all Settlement Class Members, and the Released Claims in the Action are hereby dismissed in their entirety with prejudice and without costs. All claims in the Action are dismissed, and the Action shall be closed pursuant to Paragraph 20 of this Order. Nothing herein is intended to waive or prejudice the rights of Class Members who have timely excluded themselves from the Class, as identified on Exhibit 1 hereto which this Court permits to be filed under seal.

8. **Releases.** The releases as set forth in Section 10 of the Agreement together with the definitions in Sections 1.1-1.41 relating thereto are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in Section 10 of the Agreement, including but not limited to the definitions of Released Claims, Releasers, Releasees and Unknown Claims. The Releasers shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged all Released Claims (including Unknown Claims) against the Releasees.

9. **Permanent Injunction.** The Releasers, including the Class Representative and all Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as

class members or otherwise) any action or any proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind (whether within the United States or not), either directly, representatively or in any other capacity, asserting any of the Released Claims (including Unknown Claims) against any of the Releasees. The Releasors further are forever barred and enjoined from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Members but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims).

10. **Approval of Class Notice.** The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of California Rules of Civil Procedure and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

11. **Enhancement Award.** The Court approves the enhancement award to go to the class representative, George Agak, of twenty thousand dollars and zero cents (\$20,000) as fair and reasonable in light of the work and effort exhibited as part of this Action.

12. **Attorneys' Fees and Expenses.** Any order entered regarding the Attorneys' Fees and Expenses application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

13. **Attorneys' Fees.** The Court approves Class Counsels' Attorneys' fees of

14. **Attorneys' Expenses.** The Court approves Class Counsels' Attorneys' Expenses of _____.

15. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Agreement, nor any related negotiations, statements or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Wells Fargo. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Agreement.

16. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order.

17. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to Section 12 of the Agreement, the Parties shall be restored to their respective positions in the Action prior to the execution of the Agreement, the certification of the Settlement Class shall be automatically vacated, and this Judgment shall be rendered null and void (except Paragraph 13 of this Order shall remain in effect) to the extent provided by and in accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

18. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

19. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

20. **Class Notice List.** No later than thirty (30) days after the Effective Date (as defined in the Agreement), the Settlement Administrator shall file with this Court, under seal and *ex parte* pursuant to the Protective Order entered in this litigation (in order to protect the names and addresses of Class Members), a list of the names and addresses of all Members of the Class to whom the Class Notice was sent.

21. **Preservation.** Upon the Effective Date, Wells Fargo shall have no obligation to preserve documents and evidence with respect to Released Claims for purposes of the Action, and the Class Representative and Class Counsel may not pursue any spoliation claims or other actions or sanctions against Wells Fargo with respect to documents or evidence related to the Released Claims.

22. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

23. **Action Closed.** The Clerk of the Court is hereby directed to close the Action.

IT IS SO ORDERED.

DATED: _____, 2023

THE HONORABLE BENJAMIN F. COATS