

If You Were Charged Overdraft Fees by Wells Fargo Bank, N.A. for a Transaction with Uber or Lyft, You May Be Eligible for a Payment from a Class Action Settlement.

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

- A \$10,536,098 Settlement has been reached in a class action lawsuit that alleged that Wells Fargo improperly assessed overdraft fees arising from non-recurring transactions for Uber/Lyft rides by customers who did not opt in to Wells Fargo’s Debit Card Overdraft Service. Wells Fargo denies any wrongdoing or liability. The Court has not decided who is right.
- The Settlement Class includes all present and former holders of Demand Deposit Accounts (defined herein) with Wells Fargo who were not opted in to Wells Fargo’s Debit Card Overdraft Service at the time they were charged an overdraft fee by Wells Fargo for a transaction with Uber or Lyft from January 1, 2014 to February 28, 2018. All eligible Settlement Class Members will automatically receive a payment via check sent through U.S. Mail.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully. You can also visit: DebitCardOverdraftServiceSettlement.com.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A PAYMENT	If you are entitled to a payment under the Settlement, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive a payment by check and you will give up your right to bring your own lawsuit.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself from the Settlement, you will receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against Wells Fargo, Uber, or Lyft about the claims in this case.
OBJECT	If you do not exclude yourself from the Settlement, you may write to the Court if you do not like the terms of the Settlement
GO TO A HEARING	If you do not exclude yourself from the Settlement, you may ask to speak in Court about the fairness of the Settlement.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

Judge Thomas E. Kuhnle of the Superior Court of the State of California in and for the County of Santa Clara is overseeing this case. The case is known as *Wallace v. Wells Fargo*, Case No. 17CV317775, (the “Action”). The person who sued is called the “Plaintiff.” The Defendant is Wells Fargo Bank, N.A.

2. What is this lawsuit about?

The lawsuit alleges that Wells Fargo improperly assessed overdraft fees arising from non-recurring transactions for Uber/Lyft rides by customers who did not opt into Wells Fargo’s Debit Card Overdraft Service. The causes of action asserted in the complaint are for breach of contract, violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 et seq.), violation of the Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 et seq.), and fraud in violation of California Code of Civil Procedure (Cal. Civ. Code § 1281.2). The complaint contains all of the allegations and claims asserted against Wells Fargo and can be obtained from the Settlement Website, DebitCardOverdraftServiceSettlement.com, or by making a written request of the Settlement Administrator following the instructions in Question 22 below.

Wells Fargo denies the allegations asserted in the Action and denies any wrongdoing or liability whatsoever.

3. What do Demand Deposit Accounts and Debit Card Overdraft Service mean?

“**Demand Deposit Account**” means a checking or savings account with Wells Fargo.

“**Debit Card Overdraft Service**” means the service by which Wells Fargo, at its sole discretion, may authorize and pay debit card transactions when the account holder has an insufficient available balance and, if the account holder has opted in to the service, Wells Fargo may charge an overdraft fee.

4. Are Uber and Lyft involved in the Settlement?

Uber and Lyft are not defendants in the lawsuit but the lawsuit claims that Uber/Lyft transactions were improperly characterized as “recurring.” Plaintiff claims that Uber and Lyft transactions are “non-recurring,” and that customers who had not opted into Wells Fargo’s Debit Card Overdraft Service should not have been charged overdraft fees for Uber or Lyft transactions. The settlement releases claims against Wells Fargo, Uber, Lyft, and certain related parties (the “Released Parties”) for claims relating to overdraft fees charged as a result of these transactions.

5. Why is this a class action?

In a class action, one or more people called class representatives (in this case, Plaintiff Larry Wallace) sue on behalf of people who have similar claims. The people included in the class action are called the Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who timely exclude themselves from the Settlement Class.

6. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiff or Wells Fargo. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The Class Representative and Class Counsel believe the Settlement is best for everyone who is affected.

WHO IS IN THE SETTLEMENT?

To see if you will be affected by the Settlement or if you can get a payment from it, you first have to determine if you are a Settlement Class member.

7. Who is included in the Settlement?

The Class includes all present and former holders of Demand Deposit Accounts with Wells Fargo who were not opted into Wells Fargo's Debit Card Overdraft Service at the end of a month in which they were charged an overdraft fee by Wells Fargo for a debit card transaction with Uber or Lyft from January 1, 2014 to February 28, 2018.

Excluded from the Class are the Judge presiding over this Action and the Court staff. You may contact the Settlement Administrator if you have any questions as to whether you are in the Class.

THE SETTLEMENT'S BENEFITS

8. What does the Settlement provide?

Wells Fargo has agreed to establish a Settlement Fund of \$10,536,098 (also called the "Settlement Amount") from which Settlement Class Members will automatically receive payments if they do not exclude themselves from the Settlement. The Settlement Fund will also pay Administrative Expenses, attorneys' fees, costs and expenses awarded to Class Counsel, and any Service Award to the Class Representative. The Settlement provides that Class Counsel may seek up to 33.33% of the Settlement Amount, or \$3,511,681, to reimburse Class Counsel for attorney's fees, that Class Counsel may seek reimbursement of out of pocket costs, and that the Class Representative may seek \$10,000 as a Service Award. The applications requesting these amounts will be filed with the Court no later than Tuesday, October 12, 2021 and will be available on DebitCardOverdraftServiceSettlement.com. Administrative Expenses are estimated to be \$312,615.57. After fees, costs, the Class Representative Service Award, and Administrative Expenses are deducted from the Settlement Amount, the remaining Net Settlement Fund will be divided among the Settlement Class Members based on the amount of overdraft fees Settlement Class Members assessed for Uber and/or Lyft transactions.

The exact amount of Settlement Class Members' payments from the Net Settlement Fund cannot be determined at this time. The exact amount cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees, costs, and expenses awarded to Class Counsel and any Service Award to the Class Representative.

The Settlement Agreement is available on DebitCardOverdraftServiceSettlement.com. You may also obtain a copy of the Settlement Agreement by writing to Wallace v. Wells Fargo Settlement Administrator, PO Box 5356, Portland, OR 97228-5356. You can also view a copy of the Settlement Agreement and other case filings by visiting the Clerk's Office located at 191 North First St, San Jose, CA 95113. You can talk to the law firms representing the Class listed below in Question 14 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

9. How do I receive a payment?

If you are in the Class and entitled to receive a payment, you do not need to do anything to receive the payment. If the Court approves the Settlement and it becomes final and effective, you will automatically receive a payment by check for your pro rata portion of the Net Settlement Fund.

10. What am I giving up 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, Uber, Lyft, or the other Released Parties about the overdraft fees at issue in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court in this case regarding the Settlement will bind you. If you do nothing at all, you will be releasing Wells Fargo, Uber, Lyft, and the other Released Parties from all of the claims described and identified in Section 6.01 of the Settlement Agreement. If you stay in the Settlement Class, you agree to the releases directly below that are set forth in paragraphs 6.01 of the Settlement Agreement.

Settlement Class Members Provide the Following Releases In Exchange for Payment under the Settlement Fund:

Upon the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, the Class Representative and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, will be deemed to have completely released and forever discharged Wells Fargo, Uber and Lyft and each of those entities' past and present parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors (collectively, the "Released Parties"), from any actions, causes of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, suspected or unsuspected, fixed or contingent, which they may have or claim to have, that directly or indirectly arise out of, relate to, or derive in any way from Wells Fargo's assessment of overdraft fees for Uber and/or Lyft transactions during the Class Period, but excluding any tort or other claims that do not directly or indirectly arise out of, relate to, or derive in any way from Wells Fargo's assessment of overdraft fees for Uber and/or Lyft transactions during the Class Period; or arise out of, relate to, or derive in any way from the administration of the Settlement (the "Released Claims"). For avoidance of doubt, the Parties agree that this is not a general release by the Settlement Class Members in favor of Wells Fargo, Uber, and/or Lyft or any other entity. The Settlement Class Members expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Parties to this Agreement explicitly took that possibility into account in entering into this Agreement. A portion of the consideration and the mutual covenants contained herein, has been bargained for between the Parties to this Agreement with the knowledge of the possibility of such unknown losses or claims, and was given in exchange for a full accord, satisfaction, and discharge of all such losses or claims.

Class Representative Provides the Following Additional Release in Exchange for Payment Under This Settlement Fund:

Upon the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, the Class Representative, on behalf of himself and each of his children, spouse, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on his behalf, will be deemed to have completely released and forever discharged Wells Fargo and Wells Fargo's past and present parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors, from any actions, causes of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, suspected or unsuspected, fixed or contingent, which he may have or claim to have against Wells Fargo (included in the "Released Claims"). The release is intended to be a general one covering all existing claims or demands of any nature whatsoever. The Class Representative expressly understands and acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Parties to this Agreement explicitly took that possibility into account in entering into this Agreement. A portion of the consideration has been bargained for between the Parties to this Agreement with the knowledge of the possibility of such unknown losses or claims and was given in exchange for a full accord, satisfaction, and discharge of all such losses or claims. Consequently, the Class Representative, for himself, expressly waives all rights under California Civil Code § 1542, which provides:

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue Wells Fargo, Uber, or Lyft on your own about the overdraft fees at issue in this Action, then you must take steps to get out of the Settlement. This is called excluding yourself — or it is sometimes referred to as "opting-out" of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number;
- The last four digits of the account number of your Wells Fargo Demand Deposit Account;

- A clear request that you would like to “opt-out,” or be “excluded,” or other words clearly indicating that you do not want to participate in the Settlement; and,
- Your signature.

If a Demand Deposit Account has more than one account holder, and if one account holder excludes himself or herself from the Settlement Class, then all account holders on that account will be deemed to have opted out of the Settlement with respect to that account.

You must mail your exclusion request, postmarked no later than **November 2, 2021**, to:

Wallace v Wells Fargo Settlement Administrator
PO Box 5356
Portland, OR 97228-5356

12. If I do not exclude myself, can I sue Wells Fargo, Uber, or Lyft for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Wells Fargo, Uber or Lyft for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to try to pursue your own lawsuit.

13. If I exclude myself from the Settlement, can I still receive a payment?

No. If you exclude yourself from the Settlement you will not have any rights under this Settlement, will not be entitled to receive a settlement payment, and will not be bound by this Settlement Agreement or the Final Approval Order.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed a number of lawyers to represent you and others in the Class as “Class Counsel,” including the law firms Kaliel PLLC; Tycko & Zavareei LLP; Kopelowitz Ostrow P.A.; McCune Wright Arevalo, LLP; and The Kick Law Firm, APC.

Class Counsel will represent you and others in the Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel intends to request no more than 33.33%, or \$3,511,681, of the of the \$10,536,098 Settlement Amount, to reimburse Class Counsel for attorneys’ fees incurred in researching, preparing for, prosecuting and litigating this Action. In addition, Class Counsel may also apply for reimbursement for reasonable costs and expenses incurred in the Action. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that a \$10,000 Service Award be paid from the Settlement Amount to the Class Representative for his service to the entire Settlement Class.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, and you do not choose to “opt-out” or exclude yourself from the Settlement, you can object to any part of the Settlement, including the Settlement as a whole, Class Counsel’s requests for fees and expenses and/or Class Counsel’s request for a Service Award for the Class Representative.

To object to the Settlement without appearing at the Final Approval Hearing, you must send a letter that includes the following:

- Your name, address, and telephone number;
- The last four digits of the account number of your Wells Fargo Consumer Account;
- Your signature; and
- A clear statement that you would like to “object,” or other words clearly indicating that you do not think the Settlement as a whole, Class Counsel’s requests for fees and expenses and/or Class Counsel’s request for a Service for the Class Representative should be approved. To support your objection, you may retain your own counsel and/or include a statement of legal support.

To have your written objection considered, you must mail your objection, postmarked no later than **November 2, 2021**, to:

Wallace v Wells Fargo Settlement Administrator
PO Box 5356
Portland, OR 97228-5356

Even if you do not send in a written objection, you may attend the Final Approval Hearing at 1:30 p.m. on November 17, 2021, in Department 3 of the First Street Courthouse, 191 North First St, San Jose, CA 95113. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and you may ask the Court to be heard, and then tell the Court that you object to the settlement.

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, and the request for attorneys’ fees, expenses and a Service Award for the Class Representative. You may attend and you may ask to speak, but you do not have to do so.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 p.m. on November 17, 2021 in Department 3 of the First Street Courthouse, 191 North First St, San Jose, CA 95113.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any request by Class Counsel for attorneys’ fees and expenses and for a Service Award for the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know when the Court will make its decision.

Settlement Class Members may appear at the Final Approval Hearing either in person in the courtroom or by telephone call via CourtCall. Settlement Class Members who wish to appear by CourtCall should contact Class Counsel at least three days before the hearing if possible, to arrange a telephonic appearance. Any CourtCall fees for an appearance by an objecting Settlement Class Member will be paid by Class Counsel.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you may attend at your own expense or by telephone call via CourtCall (see procedure in Question 18 above). If you send an objection, you do not have to appear in Court to talk about it. As long as you submit your written objection on time, to the proper address and it complies with the requirements set forth previously, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled under the Settlement Agreement. Unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against Wells Fargo, Uber or Lyft relating to the issues in this Action.

GETTING MORE INFORMATION

22. How do I get more information?

This detailed notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at DebitCardOverdraftServiceSettlement.com or by writing to Wallace v. Wells Fargo Settlement Administrator, PO Box 5356, Portland, OR 97228-5356. You can also view a copy of the Settlement Agreement and other case filings by visiting the Clerk's Office located at 191 North First St, San Jose, CA 95113. Do not contact Wells Fargo or the Court for information.