

**WALLACE V. WELLS FARGO BANK, N.A.**  
**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is entered into by and between plaintiff Larry Wallace, for himself and on behalf of the members of the Class as defined herein, on the one hand, and defendant Wells Fargo Bank, N.A. (“Wells Fargo”) on the other hand (referred to collectively as “the Parties”).

**I. RECITALS**

1.01. On October 19, 2017, Plaintiff Larry Wallace filed a class action complaint against Wells Fargo in the Superior Court of the State of California in and for the County of Santa Clara, Case No. 17CV317775 (the “Action”). The complaint in the Action alleges that Wells Fargo improperly assessed overdraft fees arising from non-recurring transactions for Uber and Lyft rides by customers who did not opt into the Bank’s Debit Card Overdraft Service. The causes of action asserted in the complaint are for permanent injunctive relief, 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).

1.02. Wells Fargo denies the allegations asserted in the Action. Specifically, Wells Fargo denies any wrongdoing or liability because, among other reasons, Wells Fargo is entitled to rely on the merchant’s coding of a transaction as being recurring or non-recurring. Nevertheless, given the risks, uncertainties, burden and expense of

continued litigation, Wells Fargo has agreed to settle this litigation on the terms set forth in this Agreement, subject to Court approval.

1.03. Class Counsel have fully analyzed and evaluated the merits of all Parties' contentions and this settlement as it impacts all Parties, including the individual members of the Class. After taking into account the substantial risks of continued litigation and the likelihood that the Action, if not settled now, will be protracted and expensive, Class Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action is in the best interests of the Class.

1.04. The Parties agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or of the truth of any of the claims asserted in the Action, or of the infirmity of any of the defenses that have been or could be raised by Wells Fargo.

1.05. The Settlement contemplated by this Settlement Agreement resulted from good faith, arm's-length settlement negotiations and is subject to preliminary approval and final approval by the Court, as set forth herein. This Settlement Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims, as defined herein, upon the Court's approval of the terms and conditions of the Settlement.

## II. DEFINED TERMS

As used in this Settlement Agreement, the following terms having the meanings set forth below:

2.01. **“Action”** means the putative class action lawsuit entitled *Wallace v. Wells Fargo & Co and Wells Fargo Bank, N.A.*, Case No. 17CV317775, pending in the Superior Court of the State of California in and for the County of Santa Clara.

2.02. **“Administration Expenses”** means any and all fees, costs, and charges incurred, charged, or invoiced by the Settlement Administrator relating to the administration of the Settlement, including the costs of notice to Class Members.

2.03. **“Agreement,” “Settlement,” or “Settlement Agreement”** mean this Settlement Agreement and Release and the settlement embodied in this Settlement Agreement and Release, including all attached Exhibits.

2.04. The **“Class”** or **“Class Members”** means 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 during the Class Period. Excluded from the Class are the Judge presiding over this Action and the Court staff.

2.05. **“Class Counsel”** or **“Plaintiff’s Counsel”** means the laws firms of Kaliel PLLC; Tycko & Zavareei, LLP; Kopelowitz, Ostrow, Ferguson, Weiselberg Gilbert; McCune Wright Arevalo, LLP; and The Kick Law Firm, APC.

2.06. **“Class Member List”** means a list of persons who, according to Wells Fargo’s business records, fall within the definition of the Class.

2.07. **“Class Notice”** means the postcard notice to be sent to Class Members by the Settlement Administrator and the detailed, long form notice to be posted on the Settlement Website and sent upon request that discloses the terms of this settlement substantially in the form attached hereto as Exhibits A and B.

2.08. **“Class Period”** means January 1, 2014 to February 28, 2018.

2.09. **“Class Representative”** or **“Plaintiff”** means Larry Wallace.

2.10. **“Court”** means the Superior Court of the State of California in and for the County of Santa Clara.

2.11. **“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.

2.12. **“Defense Counsel”** means Severson & Werson, P.C.

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

2.14. **“Effective Date”** means five business days after the following have occurred: (i) the Court has entered a Final Approval Order and judgment approving the Settlement of the Action in a manner consistent with the terms of this Agreement, and (ii) either the time period to appeal the Final Approval Order and judgment has

expired without any appeal having been filed, or an appeal that has been filed has been finally resolved in the appellate court of last resort without any right to appeal or seek further review from another appellate court.

2.15. **“Escrow Account”** means the escrow account created and administered by the Settlement Administrator for the purpose of holding the Settlement Funds.

2.16. **“Fee and Expense Award”** means such funds as may be approved and awarded by the Court to Class Counsel for the attorneys’ fees and costs incurred in connection with the Action and Settlement.

2.17. **“Fee Application”** means Class Counsel’s application for the Fee and Expense Award.

2.18. **“Final Approval Hearing”** means the hearing at or after which the Court will determine whether to finally approve the Settlement.

2.19. **“Final Approval Order and Judgment”** means the proposed final order and final judgment to be submitted to and entered by the Court in connection with the Final Approval Hearing, the proposed form of which is attached hereto as Exhibit D.

2.20. **“Lyft”** refers to Lyft, Inc. and all of its present and former parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, attorneys, vendors, accountants, agents, representatives and employees.

2.21. **“Net Settlement Fund”** means the Settlement Fund minus any Fee and Expense Award; any Service Award; and all Administration Expenses.

2.22. **“Opt-Out and Objection Deadline”** means the date that is one-hundred and ten (110) days after entry of the Preliminary Approval Order, or any other date set by the Court by which a Class Member must opt-out of the Settlement or make any objection to the proposed Settlement, the Fee Application, and/or the Service Award Application, in accordance with the procedures set forth herein and/or in any order of the Court.

2.23. **“Parties”** means Wells Fargo, the Plaintiff/Class Representative, and the Class Members.

2.24. **“Preliminary Approval Hearing”** means the hearing at or after which the Court will determine whether to preliminarily approve the Settlement and authorize the mailing of the Class Notice.

2.25. **“Preliminary Approval Order”** means the order to be submitted to and entered by the Court in connection with the Preliminary Approval Hearing, the proposed form of which is attached hereto as Exhibit C.

2.26. **“Released Claims”** means the claims released in Sections 6.01 and 6.02 of this Settlement Agreement.

2.27. **“Released Parties”** means the individuals and entities released in Sections 6.01 and 6.02 of this Settlement Agreement.

2.28. **“Service Award”** means such funds as may be awarded by the Court to the Plaintiff in recognition of his time and effort expended in pursuing the Action and in fulfilling his obligations and responsibilities as the Class Representative.

2.29. **“Service Award Application”** means Class Counsel’s application for a service award to the Class Representative.

2.30. **“Settlement Administrator”** means Epiq Class Action & Claim Solutions, Inc. or such other third-party administrator as may be agreed to by the Parties and approved by the Court to administer the Settlement, including providing the Class Notice pursuant to the terms and conditions of this Agreement.

2.31. **“Settlement Amount”** means the sum of Ten Million Five Hundred Thirty-Six Thousand Ninety-Eight Dollars (\$10,536,098.00) which shall be used to make payments to Settlement Class Members; any Fee and Expense Award; any Service Award; and, Administration Expenses. Under no circumstances shall the Settlement Amount be greater than \$10,536,098 nor shall Wells Fargo be obligated to pay more than \$10,536,098 in connection with this Settlement.

2.32. The **“Settlement Class”** or **“Settlement Class Members”** means persons who are members of the Class defined in Section 2.04 above who do not opt out and are not excluded from the Settlement pursuant to the procedures set forth in this Agreement.

2.33. **“Settlement Fund”** means the Settlement Amount (\$10,536,098.00) and any interest that accrues on that amount while it is held in the Escrow Account.

2.34. **“Settlement Share”** means the payment to a Settlement Class Member from the Net Settlement Fund. Each Settlement Class Member’s Settlement Share will be calculated consistent with Section 5.03(c) below.

2.35. **“Settlement Website”** means the website to be established and maintained by the Settlement Administrator where copies of the complaint, Settlement Agreement, Preliminary Approval Order, detailed notice, Fee Application, and Final Approval Order and Judgment will be posted. The Settlement Website shall be taken down or removed by the Settlement Administrator within 30 days after the Settlement Administrator has completed its obligations under this Agreement.

2.36. **“Uber”** refers to Uber Technologies, Inc. and all of its present and former parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, attorneys, vendors, accountants, agents, representatives and employees.

### **III. Preliminary Approval**

3.01. **Class Certification.** Solely for the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that a class shall be certified in the Action in accordance with the definition of the “Class” set forth above, and that Class Counsel shall be appointed as counsel for the Class. The certification of the Class shall be binding only with respect to the settlement set forth in this Agreement. In the event this Agreement shall terminate pursuant to its terms for any reason, the Order certifying the Class shall be vacated by its terms, and this Action shall

revert to its status as existed prior to the execution of this Agreement. In that event, this Agreement shall not be admissible to establish any fact relevant to class certification or any alleged liability, or for any other purpose, and the Parties' agreement to resolve the Action shall be inadmissible pursuant to Evidence Code §1152.

3.02. **Preliminary Approval**. The Class Representative, through Class Counsel, shall file a motion for Preliminary Approval. The motion shall request entry of the Preliminary Approval Order (substantially in the form of Exhibit C attached hereto) for the purposes of, among other things: (a) conditionally certifying the Class in the Action for settlement purposes only; (b) appointing Plaintiff as Class Representative of the Class; (c) appointing Kaliel PLLC; Tycko & Zavareei, LLP; Kopelowitz, Ostrow, Ferguson, Weiselberg Gilbert; McCune Wright Arevalo, LLP; and, The Kick Law Firm, APC as Class Counsel; (d) appointing Epiq Systems, Inc. as the Settlement Administrator; (e) scheduling a Final Approval Hearing; (f) approving Class Notice (substantially in the form of Exhibits A and B attached hereto); and, (g) approving the objection and exclusion procedures for Class Members. Wells Fargo and Defense Counsel shall not oppose the motion and may file a joinder in the request for preliminary approval.

3.03. **Confirmatory Discovery**. Wells Fargo will provide Class Counsel with a declaration and/or confirmatory discovery affirming that it has conducted a diligent investigation of its records and confirming the number of Demand Deposit Account holders included within the Class and the total amount of overdraft fees assessed Class

Members for Uber/Lyft transactions during the Class Period, according to the available information in Wells Fargo's business records.

3.04. **Identifying Class Members.** Within fourteen (14) days of entry of the Preliminary Approval Order, Wells Fargo shall provide to the Settlement Administrator the Class Member List in an electronic format. The Class Member List shall include: information sufficient to reasonably identify all persons who, according to Wells Fargo's business records, fall within the definition of the Class; anonymized transactional data sufficient to identify the amount of Uber or Lyft Overdraft Fees assessed to each Class Member's account; their last known mailing address; and the last four digits of their account number. In preparing the Class Member List, Wells Fargo may rely on its reasonably available electronic records and is only obligated to provide the last known mailing addresses as they presently exist in its business records.

3.05. **Obligation of Settlement Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Epiq Class Action & Claims Solution, Inc. as the Settlement Administrator to administer the Settlement. All Administration Expenses shall be paid from the Settlement Fund. The Settlement Administrator shall be responsible for all of the following:

- (a) preparing, printing, and disseminating Class Notice to the Class;
- (b) promptly furnishing to Class Counsel and Defense Counsel copies of any requests for exclusion, objections, or other written or electronic communications from the Class;

(c) keeping track of requests for exclusion and objections to the settlement, including maintaining the original envelope in which they were mailed, and within five (5) business days after the close of the opt-out or objection period, informing Class Counsel and Defense Counsel in writing of the total number of such requests and objections received in response to the Class Notice;

(d) preparing and mailing settlement checks to Settlement Class Members;

(e) performing any tax reporting duties required by this Agreement and federal, state, or local law;

(f) referring to Class Counsel all inquiries by the Class Members regarding matters not specified herein;

(g) maintaining adequate records of all its activities, including the dates of each mailing of Class Notices, returned mail, and other communications and attempted written or electronic communications with the Class;

(h) confirming in writing its completion of the administration of the settlement;

(i) preparing a final report summarizing the amounts paid to Settlement Class Members, requests for exclusion, and objections submitted;

(j) providing a declaration to Class Counsel to be filed with the Court identifying Class Members who requested exclusion, objected to the Settlement, and/or plan on attending the final approval hearing, along with a copy of the requested exclusion, objection to the settlement, and/or plan to attend;

(k) resolving disputes during the administration process in the manner provided below;

(l) maintaining the Settlement Website, and,

(m) such other tasks as the Class Counsel and Defense Counsel mutually agree.

3.06. **Preserving Confidentiality of Customer Information.** The Settlement Administrator, Class Counsel, and Defense Counsel understand and agree that they will be provided with certain personal identifying information relating to Wells Fargo customers who are Class Members, they agree to keep this information secure and not to disclose or disseminate this information to any third parties, and they agree such information will be used solely for the purpose of effecting this Settlement.

3.07. **Class Notice.** Attached as Exhibits A and B to this Settlement Agreement are the Class Notices to be sent to Class Members by the Settlement Administrator that disclose the material terms of this Settlement. Within forty-five (45) days of entry of the Preliminary Approval Order, the Settlement Administrator shall send Exhibit A, the postcard notice, to Class Members after running all addresses through the National Change of Address Database. If postcard notice is returned as undeliverable, the Settlement Administrator shall perform a skip trace search and shall make one attempt to re-mail the postcard notice no later than 60 days before the Final Approval Hearing. The detailed, long form Class Notice, substantially in the form of Exhibit B, shall be posted on the Settlement Website and also sent to any Class Member

who requests one. Additionally, a 24/7 toll-free phone number shall be established for Settlement Class members to call in either English or Spanish to ask case-related questions.

3.08. **Exclusion / “Opt-Out” Rights.**

(a) In the event a Class Member wishes to be excluded from the Settlement and not to be bound by this Agreement, that person must, prior to the Opt-Out and Objection Deadline, sign and mail a notice of intention to opt-out of the Settlement to the Settlement Administrator. The notice must be postmarked on or before the Opt-Out and Objection deadline and must include the account holder’s name, address, and telephone number, and the last four digits of the account number of the Wells Fargo Demand Deposit Account, and a clear request that the individual would like to “opt-out” or be “excluded,” by use of those or other words clearly indicating a desire to no longer participate in the Settlement. Any Class Member who timely and properly requests exclusion in compliance with these requirements will not be included in the Settlement Class, 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.

(b) 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 shall be deemed to have opted out of the Settlement

with respect to that account and no account holder shall be entitled to a payment under this Settlement.

(c) The Class Notice shall provide that written requests to opt-out of the settlement must be mailed to the Settlement Administrator by the Opt-Out and Objection Deadline.

(d) Within five (5) business days after the Opt-Out and Objection Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel with the information regarding requests for exclusion that is required under Section 3.05, confirming which opt-outs are timely and untimely. Class Counsel shall provide the information required in Section 3.05(j) to the Court at least five (5) court days before the Final Approval Hearing.

3.09. **Objections to the Settlement.**

(a) Any Settlement Class Member (other than the Class Representative) may object to this Agreement, the Fee Application, or the Service Award Application. Settlement Class Members may object to the settlement in writing and/or by appearing at the Final Approval Hearing. To object to the settlement in writing, Settlement Class Members must sign and mail a letter, prior to the Opt-Out and Objection Deadline, that states their intention to object to the Settlement to the Settlement Administrator. For a written objection to be considered, it must be postmarked on or before the Opt-Out and Objection deadline and must include the account holder's name, address, and telephone number, the last four digits of the

account number of the Wells Fargo Demand Deposit Account, and a clear statement that the Settlement Class Member would like to “object,” or other words clearly indicating that the Settlement Class Member does not think the Settlement as a whole, Class Counsel’s requests for fees and expenses and/or Class Counsel’s request for a Service Award should be approved. Even if a Settlement Class Member does not timely send in a written objection, a Settlement Class Member may attend the Final Approval Hearing and ask to be heard regarding any objection.

(b) Any Settlement Class Member who does not provide a timely and written objection or who does not make a record of his or her objection at the Final Approval Hearing shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the Fee Application, the Fee and Expense Award, Service Award Application or the Service Award.

(c) Class Representative, Class Counsel and/or Wells Fargo may file responses to any written objections no later than seven (7) days prior to the Final Approval Hearing.

#### **IV. Final Approval**

4.01. **Motion for Final Approval.** At the Final Approval Hearing, the Class Representative and Class Counsel will request that the Court enter a Final Approval Order substantially in the form of Exhibit D hereto that does all of the following: (a) finds that the Court has personal and subject matter jurisdiction over the Action; (b)

certifies a class action for settlement purposes; (c) approves the Settlement; (d) finds that the Class Notice given in the manner herein described constitutes the best notice practicable and in full compliance with the requirements of California Rules of Court and due process of law; (e) confirms that the Class Representative and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; (f) identifies those who have timely opted-out of the Settlement; (g) requires the Parties to report the amounts paid to Settlement Class Members; (h) retains the Court's jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Agreement, the Final Approval Order, any final order approving the Fee and Expense Award and Service Award, and for any other necessary purpose; and, (i) enters a Final Approval Order and Judgment substantially in the form attached hereto as Exhibit D, which will be posted on the Settlement Website.

4.02. If this Settlement is not approved or does not become final for any reason, this Agreement and the certification of the Class shall be void and anything said or done pursuant to this Agreement, or as part of negotiations leading hereto, shall not be used in any other proceeding for any purpose.

## **V. Relief to Settlement Class Members**

5.01. **Monetary Consideration.** In exchange for the releases described below and a final judgment in the Action pursuant to the terms of this Settlement Agreement,

Wells Fargo agrees to pay the Settlement Amount. The Parties agree that this sum represents the total amount that Wells Fargo must pay to settle the claims of Settlement Class Members, and that in no event shall Wells Fargo be responsible for any payments, costs, expenses, or claims beyond this Settlement Amount.

5.02. **Deposit of Settlement Amount.**

(a) Within ten (10) days after the entry of the Preliminary Approval Order, Wells Fargo shall deposit the Settlement Amount into the Escrow Account. The Escrow Account shall be held in an interest-bearing bank account with a commercial bank with excess capital exceeding One Hundred Million Dollars and No Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account fully insured by the United States Government or FDIC.

(b) All interest in the Escrow Account shall accrue to the benefit of the Settlement Class. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. The Settlement Administrator shall be the “administrator” of the escrow fund and responsible for timely and properly filing all informational and other tax returns necessary or advisable with respect to the Escrow Account and Settlement Fund. All taxes owed by the qualified settlement fund shall be paid out of the Escrow Account. Neither Wells Fargo, the Class Representative, Class Counsel or Defense Counsel shall have any liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Wells Fargo, Defense Counsel, Class

Representative and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

(c) In the event that the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason, the remaining Settlement Funds (including accrued interest), less any Administration Expenses incurred and any taxes incurred or due and owing pursuant to this Agreement, shall be refunded to Wells Fargo.

5.03. **Distribution of the Settlement Fund.**

(a) The Settlement Fund shall be used for the payment of Administration Expenses; a Settlement Share to each of the Settlement Class Members; any Service Award to the Plaintiff as approved by the Court; any Fee and Expense Award as approved by the Court; and, any taxes owed by the qualified settlement fund (but not any taxes owed by individual Settlement Class Members). The Parties must approve any payment of costs or expenses under this paragraph, and such approval shall not be unreasonably withheld.

(b) Distribution Prior to the Effective Date. The Settlement Administrator may apply to Class Counsel and Defense Counsel for the payment from the Settlement Fund of Administration Expenses incurred prior to the Effective Date.

(c) Upon the Effective Date, the Settlement Administrator shall determine each Settlement Class Member's Settlement Share by dividing the Net Settlement Fund by the total amount of Lyft or Uber Overdraft Fees assessed to create

a “Refund Ratio.” Each Settlement Class Member’s Settlement Share shall equal the “Refund Ratio” multiplied by the amount of Lyft or Uber Overdraft Fee(s) assessed that Settlement Class Member.

(d) Distribution After the Effective Date.

1. Within five (5) business days after the Effective Date, any Service Award and Fee and Expense Award shall be paid out of the Escrow Account.

2. The Settlement Administrator shall mail each Settlement Class Member a check in the amount of each applicable Settlement Share within sixty (60) days of the Effective Date. The checks shall indicate that they expire one hundred eighty (180) days after the date of issuance.

3. If a Settlement Class Member is deceased and a death certificate is provided to the Settlement Administrator prior to the Effective Date, the Settlement Administrator will pay the Settlement Share to the deceased Settlement Class Member’s estate. Otherwise the deceased Settlement Class Member shall not be entitled to a Settlement Share.

4. Any remaining funds in the Escrow Account after all payments are made to satisfy Service Awards, Fee and Expense Awards and Administration Expenses, and after the distribution of Settlement Shares as described in Sections 5.03(d)(2) through (d)(3) shall, within thirty (30) days, be distributed evenly to Settlement Class Members who cashed the first check sent to the them. The checks shall indicate that they expire ninety (90) days after the date of issuance. Any remaining

residue after this second distribution will be distributed *cy pres* to Center for Responsible Lending (“CRL”), <https://www.responsiblelending.org/>. CRL is a non-profit, tax-exempt, 501(c)(3) organization with an office in California. No portion of the settlement fund shall revert to Wells Fargo.

5. Wells Fargo shall have no responsibility or liability for any taxes owed by Settlement Class Members as a result of the amounts paid to such Settlement Class Members under this Agreement.

5.04. **Resolution of Disputes Over Claims.** Any disputes regarding payments to Settlement Class Members, such as a dispute about a payment amount or the proper recipient of a payment, will be resolved in the following manner. Class Counsel and Defense Counsel will first meet and confer in a good faith attempt to resolve that dispute. In the event the dispute cannot be resolved informally between Class Counsel and Defense Counsel, the Court will resolve the dispute and such resolution shall be final and binding on the Settlement Class Member. In resolving such disputes, Wells Fargo’s records shall be presumed to be accurate and correct, and shall be final and binding, unless the information provided by the Settlement Class Member proves otherwise.

5.05. **Service Award.** On or before twenty-one (21) days prior to the Opt-Out and Objection Deadline, Class Counsel may apply to the Court for a Service Award from the Settlement Fund for the Class Representative not to exceed Ten Thousand

Dollars (\$10,000) for his service to the Class in addition to any other relief to which he is entitled as a Settlement Class Member. Wells Fargo shall not oppose such application.

5.06. **Class Counsel's Attorneys' Fees And Costs.**

(a) On or before twenty-one (21) days prior to the Opt-Out and Objection Deadline, Class Counsel may apply to the Court for a Fee and Expense Award from the Settlement Fund, not to exceed 33.33 percent (33.33%) of the 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. Wells Fargo agrees not to oppose such applications provided that Class Counsel comply with the terms of this Agreement. Any Fee and Expense Award shall be paid from the Settlement Fund by the Settlement Administrator within five (5) business days from the Effective Date.

(b) Class Counsel and Class Representative expressly disclaim any right to recover attorneys' fees and costs in excess of the amount awarded by the Court from any person or entity. Class Counsel and Class Representative also agree that the amounts of such attorneys' fees and costs awarded shall compensate them for all legal work in the Action up to and including the Effective Date, as well as for all legal work and costs that may be incurred in the Action after the Effective Date. Class Counsel is responsible for distributing any award of attorneys' fees and costs amongst Plaintiff's

Counsel. Wells Fargo shall not be liable for any claims ensuing from distribution of attorneys' fees and costs.

(c) This Settlement is not conditioned upon the Court awarding the amounts sought by the Class Representative as a Service Award and Class Counsel as a Fee and Expense Award. If the amounts awarded by the Court are less than what was sought by the Class Representative and Class Counsel, the remaining provisions of this Settlement shall be binding and effective.

5.07. **Court Retains Jurisdiction After Entry of Final Approval Order.**

Without affecting the finality of the Final Approval Order in any way, the Court shall retain jurisdiction over the administration, consummation, validity, enforcement, and interpretation of this Agreement, the Final Approval Order, and any final order approving the Fee and Expense Award and Service Award.

**VI. RELEASES AND JUDGMENT**

6.01. **Class Representative and the Settlement Class Members Provide the Following Releases:** 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.

6.02. **Additional Release by Class Representative.** 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.**

6.03. **Covenant Not To Sue.** Class Representative agrees and covenants, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, and agree to be forever barred from doing so in any court of law or equity, arbitration proceeding, or any other forum.

## **VII. MISCELLANEOUS PROVISIONS**

7.01. **Termination Of Discovery And Motion Practice.** By signing this Settlement Agreement, the Parties agree not to serve any discovery or proceed with any motion after the date of this Settlement Agreement, except for motions related to the approval of the Settlement, unless the Parties are ordered to do so by the Court or the Final Approval Order is not entered and this Settlement becomes void.

7.02. **No Admission of Liability.** Neither this Agreement nor the Final Approval Order to be entered pursuant to this Agreement is an admission or concession by any person or entity of any fault, omission, liability, or wrongdoing.

7.03. **Each Party Is Represented by Counsel.** Plaintiff Wallace on the one hand, and defendant Wells Fargo on the other, acknowledge to each other that each has been advised and is represented by legal counsel of her or its own choice throughout all of the negotiations which preceded the execution of this Settlement Agreement and that they have executed this Settlement Agreement after being so advised and without reliance upon any promise or representation of any person or persons acting for or on behalf of the other, except as expressly set forth in this Agreement. Plaintiff Wallace on the one hand, and defendant Wells Fargo on the other, further acknowledge that they and their counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution of this Agreement. Plaintiff Wallace has read and approved the language of this Agreement, with the assistance of counsel. Defendant Wells Fargo has also read and approved the language of this Agreement, with the assistance of counsel. This Agreement is a product of negotiation and preparation by Plaintiff Wallace on the one hand with his attorneys, and by Defendant Wells Fargo and its attorneys on the other. Therefore, Plaintiff Wallace on the one hand, and Defendant Wells Fargo on the other, expressly waive the provisions of Civil Code §1654 and acknowledge and agree that this Agreement should not be deemed prepared or drafted by one party or the other and shall be construed accordingly.

7.04. **Entire Agreement/Construction And Interpretation.** This Agreement embodies the entire agreement and understanding between the Parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. No course of prior dealing between the Parties, no usage of the trade, and no extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify any term used herein. The parties represent and warrant to the other party that they are not relying on any other party for advice.

7.05. **Counterpart Originals and Electronic Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement. It is further agreed that scanned and e-mailed and/or facsimile copies of executed signature pages may be assembled and that each and every one of the same shall be given the force and effect of an original signature.

7.06. **Modification Only In Writing.** Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated, save and except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

7.07. **Headings.** Captions, section headings and numbers have been set forth in this Agreement for convenience only and are not to be used in construing this Agreement.

7.08. **Governing Law.** This Agreement shall be governed and interpreted under California law.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

DATED: 4/13/2021

Plaintiff Larry Wallace

DocuSigned by:  
Larry Wallace  
347BD00E82FD465...

DATED: 4/21/2021

Defendant Wells Fargo

DocuSigned by:  
Name: Mary Mack  
6A9F4B2B3A024E3...

Title: Sr EVP

APPROVED AS TO FORM AND CONTENT:

DATED: April 14, 2021

SEVERSON & WERSON

By:   
Mark D. Lonergan  
Loren W. Coe  
Attorneys for Defendant Wells Fargo

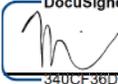
DATED: 4/6/2021

KALIEL PLLC

DocuSigned by:  
By: Jeff Kaliel  
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Jeffrey Kaliel  
Attorneys for Plaintiff Larry Wallace

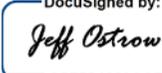
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TYCKO & ZAVAREEI, LLP

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Hassan Zavareei  
Attorneys for Plaintiff Larry Wallace

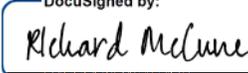
DATED: 4/7/2021

KOPELOWITZ OSTROW  
FERGUSON WEISELBERG  
GILBERT

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By: \_\_\_\_\_  
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Jeff Ostrow  
Attorneys for Plaintiff Larry Wallace

DATED: 4/6/2021

MCCUNE WRIGHT AREVALO, LLP

DocuSigned by:  
  
By: \_\_\_\_\_  
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Richard D. McCune  
Jae K. Kim  
Attorneys for Plaintiff Larry Wallace

DATED: 4/13/2021

THE KICK LAW FIRM, APC.

DocuSigned by:  
  
By: \_\_\_\_\_  
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Taras Kick  
Robert Dart  
Attorneys for Plaintiff Larry Wallace

# **EXHIBIT A**

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Uber or Lyft, You May Be

### Eligible for a Payment from a Class Action Settlement.

A \$10,536,098 Settlement has been reached in a class action lawsuit that alleges that Wells Fargo Bank, N.A. improperly assessed overdraft fees arising from non-recurring transactions for Uber/Lyft rides by customers who did not opt into the Bank's Debit Card Overdraft Service. Wells Fargo denies any wrongdoing or liability and the Court has not decided who is right.

**Who's Included? Wells Fargo's records show you are a likely member of the Settlement Class.** The Court decided that the Settlement Class includes all present and former holders of checking or savings accounts ("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.

**What Are the Settlement Terms?** Wells Fargo has agreed to establish a Settlement Fund of \$10,536,098 from which Settlement Class Members will receive payments. Once the Court approves the Settlement, each Settlement Class Member will *automatically* receive a payment by check for his or her portion of the Net Settlement Fund. There is no need to file a claim. The Net Settlement Fund will be divided among the Settlement Class Members, in accordance with the terms of the Settlement Agreement. The Net Settlement Fund is the amount after fees, costs, an award to the Class Representative and Administration Expenses are paid from the Settlement Fund of \$10,536,098. 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 out-of-pocket costs, and that the Class Representative may seek \$10,000 as a Service Award. Applications for these payments will be filed by [DATE] and available at the website below. Administration Expenses are estimated to be \$267,763.

**Your Rights May Be Affected.** If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by **Month Day, 2021**. If you do not timely exclude yourself, you will release your claims against Wells Fargo, Uber, Lyft, and related "Released Parties" and you will not be able to sue these entities for any claim relating to the overdraft fees for Uber and/or Lyft transactions. If you exclude yourself, which is sometimes called "opting out" of the Class, you won't get any automatic payment. If you stay in the Settlement Class, you may object to the Settlement in writing by **Month Day, 2021**.

**Final Approval Hearing.** The Court will hold a hearing at \_\_:\_\_.m. **Month Day, 2021**, in [Room] of the First Street Courthouse, 191 First St, San Jose, CA 95113. At the hearing the Court will consider whether to approve the Settlement and Class Counsel's request for attorneys' fees, plus expenses and the Class Representative's Service Award. Unless you opt-out of the Settlement, you may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear

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**How Can I Get More Information?** If you have questions or want more information about this lawsuit and your rights, visit [\[settlement website\]](#). You may obtain a detailed notice that explains how to exclude yourself from or object to the Settlement by visiting [\[settlement website\]](#), or by writing to Wallace v. Wells Fargo Settlement Administrator, [\[Address\]](#). Para una notificación en Español, visite nuestro sitio de Web, [\[website\]](#) or call our 24/7 Spanish language line at [\(XXX\) XXX-XXXX](#).

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Wallace v. Wells Fargo  
Settlement Administrator

PO Box XXXXX  
Portland, OR 97XXX-XXXX

## **Legal Notice about a Class Action Settlement**

**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.**

Read this notice carefully.

You can also visit: **[Settlement Website]**

*Para una notificación en Español,  
visite nuestro sitio de Web, **[Settlement Website]***

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**EXHIBIT B**

## SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES

# 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 into 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 into 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: [\[Settlement Website\]](#).

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |  |
|---|--|
| <b>DO NOTHING AND RECEIVE A PAYMENT</b>                     | 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. |
| <b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>                 | 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.  |
| <b>OBJECT</b>   | 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.   |
| <b>GO TO A HEARING</b>                                      | 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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- 3. What do Demand Deposit Accounts and Debit Card Overdraft Service mean?
- 4. Are Uber and Lyft involved in the Settlement?
- 5. Why is this a class action?
- 6. Why is there a Settlement?

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- 21. What happens if I do nothing at all?

**GETTING MORE INFORMATION .....PAGE 7**

- 22. How do I get more information?

## 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, [WEBSITE URL](#), 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 [insert date 21 days before the Opt-Out and Objection Deadline] and will be available at [insert Settlement Website]. Administrative Expenses are estimated to be \$267,763. 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 [insert Settlement Website]. You may also obtain a copy of the Settlement Agreement by writing to Wallace v. Wells Fargo Settlement Administrator, [Insert PO Box Address]. You can also view a copy of the Settlement Agreement and other case filings by visiting the Clerk's Office located at 191 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 **Month Day, 2021**, to:

**\_\_\_\_\_ Settlement**  
**PO Box XXXX**  
**Portland, OR XXXXX-XXXX**

### **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 **Month Day, 2020**, to:

\_\_\_\_ Settlement  
PO Box XXXX  
Portland, OR XXXXX-XXXX

Even if you do not send in a written objection, you may attend the Final Approval Hearing at \_\_:\_\_\_.m. on **Month Day, 2020**, in **[Insert Room]** of the First Street Courthouse, 191 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    :      .m. on **Month Day, 2021**, in **[ROOM]** of the First Street Courthouse, 191 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.

**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. 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 **[Insert Website]** or by writing to Wallace v. Wells Fargo Settlement Administrator, **[Insert Address]**. You can also view a copy of the Settlement Agreement and other case filings by visiting the Clerk's Office located at 191 First St, San Jose, CA 95113. Do not contact Wells Fargo or the Court for information.

**EXHIBIT C**

1 Hassan A. Zavareei (CA Bar No. 181547)  
2 **TYCKO & ZAVAREEI LLP**  
3 1828 L Street NW, Suite 1000  
4 Washington, D.C. 20036  
5 P: 202-973-0900  
6 F: 202-973-0950  
7 hzavareei@tzlegal.com

8 Annick M. Persinger (CA Bar No. 272996)  
9 **TYCKO & ZAVAREEI LLP**  
10 10880 Wilshire Blvd, Suite 1101  
11 Los Angeles, CA 90024  
12 P: 213-425-3657  
13 F: 202-973-0950  
14 apersinger@tzlegal.com

15 *Attorneys for Plaintiff*

16 *[Additional counsel signature page]*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **COUNTY OF SANTA CLARA**

19 LARRY WALLACE individually and on behalf of  
20 himself and all others similarly situated,

21 Plaintiff,

22 v.

23 WELLS FARGO & CO, and WELLS FARGO  
24 BANK, N.A.,

25 Defendant.

Case No. 17CV317775

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Action filed: 10/19/2017  
Trial date: None Set

26 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying a  
27 Settlement Class and preliminarily approving a Settlement between Plaintiff Larry Wallace, individually  
28 and on behalf of the proposed Class, and Defendant Wells Fargo Bank, N.A., and this Court having  
reviewed the Settlement Agreement and attachments thereto, executed by the parties, and submitted to  
the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement  
("Motion");

**IT IS HEREBY ORDERED** as follows:

1           1.       This Preliminary Approval Order incorporates the Settlement Agreement, and the terms  
2 used herein shall have the meanings and/or definitions given to them in the Settlement Agreement, as  
3 submitted to the Court with the Motion.

4           2.       For purposes of the Settlement, and conditioned upon the Settlement receiving final  
5 approval following the Final Approval Hearing, this Court hereby conditionally certifies a Class, defined  
6 as follows and subject to the stated exclusions below:

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

11           b.       Excluded from the Class are the Judge presiding over this Action and the Court staff,  
12 as well as those Class Members who opt out from the Settlement pursuant to the  
13 procedures set forth in the Settlement Agreement.

14           3.       The Court finds that, for purposes of Settlement: (a) the number of Class Members is  
15 so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Class  
16 Members; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d)  
17 the Plaintiff is an adequate Class Representative for the Settlement Class, and has retained experienced  
18 Class Counsel; (e) the questions of law and fact common to the Class Members predominate over any  
19 questions affecting any individual Class Member; and (f) a class action is superior to the other available  
20 methods for the fair and efficient adjudication of the controversy.

21           4.       For purposes of Settlement only, the Court conditionally finds and determines that  
22 Plaintiff Larry Wallace will fairly and adequately represent the interests of the Class in enforcing their  
23 rights in the Action and appoints him as the Class Representative.

24           5.       For purposes of the Settlement only, the Court conditionally appoints as Class Counsel  
25 the law firms of Kaliel PLLC; Tycko & Zavareei, LLP; Kopelowitz Ostrow; McCune Wright Arevalo,  
26 LLP; and The Kick Law Firm, APC.

27           6.       Epiq Class Action & Claim Solutions, Inc is appointed as Settlement Administrator.  
28

1 The Settlement Administrator shall abide by the terms and conditions of the Settlement Agreement that  
2 pertain to the Settlement Administrator.

3 7. The Settlement, and the terms and conditions stated in the Settlement Agreement, is  
4 preliminarily approved by this Court as being fair, reasonable and adequate, free of collusion or indicia  
5 of unfairness, and within the range of possible final judicial approval.

6 8. A Final Approval Hearing shall be held on \_\_\_\_\_, 2021 at \_\_\_\_\_ a.m./p.m. before  
7 the Honorable Thomas E. Kuhnle in Department 5 of the Superior Court of the State of California,  
8 County of Santa Clara, located at the First Street Courthouse, 191 First St, San Jose, CA 95113, to  
9 consider: (a) the fairness, reasonableness and adequacy of the proposed Settlement; (b) any objections  
10 made by Class Members to the proposed Settlement; (c) whether the Settlement should be finally  
11 approved by this Court; (d) the Fee Application; (e) the Service Award Application; and (f) such other  
12 matters as this Court may deem proper and necessary.

13 9. Class Counsel are to file and serve the Fee Application and Service Award Application  
14 on or before twenty-one (21) days prior to the Opt-Out and Objection Deadline. The Fee Application  
15 and Service Award Application will be heard concurrently with the Final Approval Hearing.

16 10. The proposed forms of Class Notice are attached to the Settlement Agreement as  
17 Exhibits A and B, and are hereby approved for the purpose of notifying the Settlement Class members  
18 as to the proposed Settlement, the Final Approval Hearing, and the rights of the Settlement Class  
19 members, and it shall be sent to the Settlement Class members substantially in the form approved. The  
20 costs of giving notice to the Class Members will be paid from the Settlement Fund.

21 11. The Court directs the Settlement Administrator to cause a copy of the post card Class  
22 Notice to be sent to all persons identified in the Class Member List, which Wells Fargo shall provide to  
23 the Settlement Administrator no later than 14 calendar days after the date of the entry of this Preliminary  
24 Approval Order. The mailing of postcard Class Notice is to be made by first class United States mail,  
25 postage prepaid, and is to be completed within 45 calendar days after entry of this Preliminary Approval  
26 Order.

27 12. Ten days prior to the Final Approval Hearing, Plaintiff or the Settlement Administrator  
28 shall provide a declaration to the Court attesting to the measures undertaken to provide Class Notice

1 to the Settlement Class Members.

2           13.     The Class Notice, as set forth in Exhibits A and B to the Settlement Agreement, and  
3 approved by this Preliminary Approval Order, is the best notice practicable, and is reasonably calculated,  
4 under the circumstances, to apprise the Settlement Class members of the pendency of the Action and  
5 their right to participate in, object to, or exclude themselves from the Settlement. This Court further  
6 finds that the Class Notice is due and sufficient notice of the Final Approval Hearing, the Settlement,  
7 the Fee Application and Service Award Application, and other matters set forth therein, and that the  
8 Class Notice fully satisfies California Rules of Court and due process of law, to all persons entitled  
9 thereto.

10           14.     Class Members may elect to exclude themselves or “opt-out” from the Settlement  
11 Agreement. In the event a Class Member wishes to be excluded from the Settlement and not to be  
12 bound by this Agreement, that person must, prior to the Opt-Out and Objection Deadline, sign and  
13 mail a notice of intention to opt-out of the Settlement to the Settlement Administrator. The notice must  
14 be postmarked on or before the Opt-Out and Objection Deadline and must include the account  
15 holder’s name, address, and telephone number; the account number of the Wells Fargo Demand  
16 Deposit Account; and a clear request that the individual would like to “opt-out,” be “excluded,” by use  
17 of those or other words clearly indicating a desire to not participate in the Settlement. Any Class  
18 Member who timely and properly requests exclusion in compliance with these requirements will not be  
19 included in the Settlement Class, will not have any rights under the Settlement, will not be entitled to  
20 receive a settlement payment, and will not be bound by the Settlement Agreement or the Final Approval  
21 Order. Any Class Member who submits a timely opt-out request may not object to the Settlement. If a  
22 Demand Deposit Account has more than one account holder, and if one account holder excludes  
23 himself or herself from the Settlement Class, then all account holders on that account shall be deemed  
24 to have opted out of the Settlement with respect to that account and no account holder shall be entitled  
25 to a payment under the Settlement.

26           15.     Settlement Class Members may object to the settlement in writing and/or by appearing  
27 at the Final Approval Hearing. To object to the settlement in writing, Settlement Class Members must  
28 mail and sign a letter, prior to the Opt-Out and Objection Deadline, that states their intention to object

1 to the Settlement to the Settlement Administrator. For a written objection to be considered, it must be  
2 postmarked on or before the Opt-Out and Objection deadline and must include the account holder's  
3 name, signature, address, and telephone number; the last four digits of the account number of the Wells  
4 Fargo Demand Deposit Account; and a clear statement that the Settlement Class Member would like  
5 to "object," or other words clearly indicating that the Settlement Class Member does not think the  
6 Settlement as a whole, Class Counsel's application for fees and expenses and/or Class Counsel's  
7 application for a Service Award should be approved. Even if a Settlement Class Member does not timely  
8 send in a written objection, a Settlement Class Member may attend the Final Approval Hearing and ask  
9 to be heard regarding any objection.

10         16. All pretrial proceedings in this action are stayed and suspended until further order of  
11 the Court of Appeal in the pending appeal, No. H046251, except such actions as may be necessary to  
12 implement the Settlement Agreement and this Preliminary Approval Order.

13         17. In the event that (a) this Court does not finally approve the Settlement as provided in  
14 the Settlement Agreement; (b) this Court does not enter the Final Approval Order as provided in all  
15 material respects and substantial form set forth in the Settlement Agreement; or (c) the Settlement does  
16 not become final for any other reason, the Settlement Agreement shall be null and void and any order  
17 or judgment entered by this Court in furtherance of the Settlement shall be vacated *nunc pro tunc*. In  
18 such a case, either Party may so inform the Court of Appeal and request it to lift its stay of the pending  
19 appeal, No. H046251, and the Parties shall proceed in all respects as if the Settlement Agreement had  
20 not been executed and the Parties shall in no way be prejudiced in proceeding with or defending this  
21 litigation, the conditional class certification effected herein will be null and void, and Wells Fargo shall  
22 have the right to object to certification of the Settlement Class or any other class at any future time.

23         18. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court  
24 retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in  
25 accordance with the Settlement preliminarily approved herein and the related orders of this Court.

26         19. The parties are directed to carry out their obligations under the Settlement Agreement.

27         20. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties  
28 or their counsel within seven (7) days of receipt.

**Summary of Applicable Dates**

|    |  |  |
|----|--|--|
| 1. | Preliminary Order Served on Parties<br>(w/in 7 days of receipt of Preliminary Approval Order)  |  |
| 2. | Class Notice to be Sent by Settlement Administrator<br>(w/in 30 days of entry of Preliminary Approval Order)   |  |
| 3. | Opt-Out and Objection Deadline<br>(95 days after entry of Preliminary Approval Order)  |  |
| 4. | Fee Application and Service Award Application to be filed<br>(21 days before Opt-Out and Objection Deadline, which is 95 days after entry of Preliminary Approval Order) |  |
| 5. | Motion for Final Approval to be filed<br>(16 court days before Final Approval Hearing per the California Rules of Court)   |  |
| 6. | Settlement Administrator Declaration<br>(5 days before Final Approval Hearing)   |  |
| 7. | Responses to Objections and Reply in Support of Final Approval, Fee Application, and Service Award Application (7 days before Final Approval Hearing)                    |  |
| 8. | Final Approval Hearing   |  |

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Thomas E. Kuhnle

**EXHIBIT D**

1 Hassan A. Zavareei (CA Bar No. 181547)  
2 **TYCKO & ZAVAREEI LLP**  
3 1828 L Street NW, Suite 1000  
4 Washington, D.C. 20036  
5 P: 202-973-0900  
6 F: 202-973-0950  
7 hzavareei@tzlegal.com

8 Annick M. Persinger (CA Bar No. 272996)  
9 **TYCKO & ZAVAREEI LLP**  
10 10880 Wilshire Blvd, Suite 1101  
11 Los Angeles, CA 90024  
12 P: 213-425-3657  
13 F: 202-973-0950  
14 apersinger@tzlegal.com

15 *Attorneys for Plaintiff*

16 *[Additional counsel signature page]*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **COUNTY OF SANTA CLARA**

19 LARRY WALLACE individually and on behalf of  
20 himself and all others similarly situated,

21 Plaintiff,

22 v.

23 WELLS FARGO & CO, and WELLS FARGO  
24 BANK, N.A.,

25 Defendant.

Case No. 17CV317775

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Action filed: 10/19/2017  
Trial date: None Set

26 **THIS MATTER HAVING** come before this Court for an Order certifying a Settlement Class  
27 and finally approving a Settlement between Plaintiff Larry Wallace, individually and on behalf of the  
28 proposed Class, and Defendant Wells Fargo Bank, N.A., and this Court having reviewed the Settlement  
Agreement and attachments thereto, executed by the parties, and submitted to the Court with the  
Unopposed Motion for Final Approval of Class Action Settlement (“Motion”), and with Class  
Counsel’s application for Attorney’s fees, Expenses, and Service Award;

**IT IS HEREBY ORDERED** as follows:

1           1.       This Final Approval Order and Judgment incorporates the Settlement Agreement, and  
2 the terms used herein shall have the meanings and/or definitions given to them in the Settlement  
3 Agreement, as submitted to the Court with the Motion.

4           2.       The Court finds the Settlement was entered into in good faith, that it is fair, reasonable,  
5 and adequate, and that it satisfied the standards and applicable requirements for final approval of this  
6 class action settlement under California law, including the provisions of California Code of Civil  
7 Procedure section 382 and California Rules of Court, Rule 3.769. Specifically, the Settlement was  
8 reached through arms-length, adversary bargaining between the parties and with the assistance of a  
9 retired California State Court Judge through private mediation. Prior to reaching the Settlement, the  
10 parties vigorously litigated Defendant’s motion to compel arbitration, both in the Superior Court and  
11 Court of Appeal, where the matter was fully briefed and then stayed in light of the Settlement. The  
12 Settlement provides fair and adequate relief to the Settlement Class and does not unfairly give  
13 preferential treatment to any Settlement Class Member. If the Settlement had not been achieved, both  
14 Plaintiff and Defendant faced the expense, risk, and uncertainty of extended litigation.

15           3.       **The Settlement Class.** For purposes of the Settlement, this Court hereby certifies a  
16 Class, defined as follows and subject to the stated exclusions below:

- 17           a. All present and former holders of Demand Deposit Accounts with Wells Fargo who  
18 were not opted into Wells Fargo’s Debit Card Overdraft Service at the end of a month  
19 in which they were charged an overdraft fee by Wells Fargo for a debit card transaction  
20 with Uber or Lyft from January 1, 2014 to February 28, 2018.
- 21           b. Excluded from the Class are the Judge presiding over this Action and the Court staff,  
22 as well as those Class Members listed on Exhibit A hereto, all of whom the court finds  
23 (and no others) timely opted out from the Settlement pursuant to the procedures set  
24 forth in the Settlement Agreement.

25           4.       The Court finds that, for purposes of Settlement: (a) the number of Class Members is  
26 so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Class  
27 Members; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d)  
28

1 the Plaintiff is an adequate Class Representative for the Settlement Class, and has retained experienced  
2 Class Counsel; (e) the questions of law and fact common to the Class Members predominate over any  
3 questions affecting any individual Class Member; and (f) a class action is superior to the other available  
4 methods for the fair and efficient adjudication of the controversy.

5       5.       **Notice.** The Parties and the Settlement Administrator provided the notice approved in  
6 the Preliminary Approval Order and as set forth in the Settlement Agreement. The notice provided was  
7 the best notice practicable, and was reasonably calculated, under the circumstances, to apprise the  
8 Settlement Class members of the pendency of the Action and their right to participate in, object to, or  
9 exclude themselves from the Settlement.

10       6.       **Binding Effect of Order.** This Order applies to all claims or causes of action settled  
11 under the Settlement Agreement, and binds all Class Members, including those who did not properly  
12 request exclusion under paragraph 15 of the Preliminary Approval and Provisional Class Certification  
13 Order. This Order does not bind persons who filed timely and valid requests for exclusion. Attached  
14 as **Exhibit A** is a list of persons who properly requested to be excluded from the Settlement.

15       7.       **Release.** Plaintiff and all Class Members who did not properly request exclusion  
16 are (1) deemed to have released and discharged Wells Fargo, Uber, and Lyft from all claims arising out  
17 of or asserted in this Action and claims released under the Settlement Agreement. The full terms of the  
18 release described in this paragraph are set forth in paragraphs 6.01 – 6.02 of the Agreement.

19       8.       **Class Relief.** The Settlement Administrator will issue a payment to each  
20 class member in accordance with Section 5.03 of the Settlement Agreement. Any unused funds in the  
21 Net Settlement Amount shall be paid to the Cy Pres Recipient in accordance with paragraph 5.03(d)4  
22 of the Settlement Agreement.

23       9.       **Service Award.** The Court appoints Plaintiff Larry Wallace as the Class Representative  
24 for settlement purposes and awards him \$10,000 for his service.

25       10.      **Attorney's Fees and Costs.** The Court appoints as Settlement Class Counsel the law  
26 firms of Kaliel PLLC; Tycko & Zavareei, LLP; Kopelowitz Ostrow; McCune Wright Arevalo, LLP; and  
27 The Kick Law Firm, APC and finds that a awards of **[\$X]** in attorney's fees, and **[\$X]** in costs are fair  
28 and reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting

1 this Action, and the benefits obtained for the Class.

2 11. **Retention of Jurisdiction.** Pursuant to the Parties' request, California Code of Civil  
3 Procedure section 664.6, and California Rule of Court, Rule 3.769(h), the Court retains jurisdiction over  
4 this Action and the Parties until final performance of the Agreement.

5 12. **Judgment.** The Court finds that there is no reason for delay and directs the Clerk to  
6 enter judgment in accordance with the terms of this Order as of the date of this Order.

7 13. **Compliance Hearing.** On \_\_\_\_\_, 2021, at \_\_\_\_\_ a.m., the Court will hold  
8 a compliance hearing so as to allow this Final Approval Order and Judgment to be amended and  
9 provided to the Judicial Council, pursuant to Code of Civil Procedure § 384.5. No later than five court  
10 days before the compliance hearing, the Parties shall submit a report to the Court specifying the total  
11 amount paid to Class Members and the amount of remaining funds that will be paid to the approved  
12 Cy Pres Recipient, along with a proposed amended Final Approval Order and Judgment. No later than  
13 five court days after receipt of notice of entry of the amended Final Approval Order and Judgment, the  
14 Parties shall submit the amended this Final Approval Order and Judgment to the Judicial Council,  
15 pursuant to Code of Civil Procedure § 384.5, and shall file a proof of service with this Court confirming  
16 this.

17 14. **Notice to Court of Appeal.** The parties shall report to the Court of Appeal, in appeal  
18 No. H046251, that this Final Approval Order has been entered and, after the time for appealing  
19 therefrom has run, jointly move to dismiss the pending appeal.

20

21 **IT IS SO ORDERED.**

22

23 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Thomas E. Kuhnle

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