

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

ATTENTION:

BANK BRANCH STORE MANAGERS EMPLOYED BY WELLS FARGO BANK, NA (“DEFENDANT”) WHO:

- WORKED IN A LEVEL 1 WELLS FARGO STORE IN CALIFORNIA AT ANY TIME DURING THE PERIOD OF JANUARY 7, 2007, THROUGH JANUARY 12, 2017 AND/OR
- WORKED IN A LEVEL 2 WELLS FARGO STORE IN CALIFORNIA AT ANY TIME DURING THE PERIOD OF JANUARY 7, 2007, THROUGH NOVEMBER 1, 2013.

PLEASE READ THIS NOTICE CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS AS FURTHER DESCRIBED BELOW. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHT TO MAKE A CLAIM FOR PAYMENT.

THIS NOTICE ASKS THAT YOU SUBMIT A CLAIM FORM WHICH MUST BE POSTMARKED OR EMAILED ON OR BEFORE **APRIL 19, 2017**, IF YOU WISH TO RECEIVE PAYMENT FOR YOUR SHARE OF THE SETTLEMENT.

OR

SUBMIT A REQUEST FOR EXCLUSION FORM WHICH MUST BE POSTMARKED ON OR BEFORE **APRIL 19, 2017**, IF YOU WISH TO BE EXCLUDED FROM THE CLASS.

IF YOU SUBMIT A CLAIM FORM WHICH IS POSTMARKED OR EMAILED AFTER APRIL 19, 2017, OR IF YOU SUBMIT A CLAIM FORM WHICH IS NOT COMPLETELY FILLED OUT, YOUR CLAIM FORM WILL BE REJECTED AND YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT, BUT YOU WILL BE BOUND BY THE RELEASE AND ALL OTHER SETTLEMENT TERMS.

IF YOU SUBMIT AN EXCLUSION FORM WHICH IS POSTMARKED AFTER APRIL 19, 2017, YOUR EXCLUSION FORM WILL BE REJECTED AND YOU WILL BE BOUND BY THE CLASS RELEASE AND ALL OTHER SETTLEMENT TERMS.

A. WHO IS INCLUDED IN THIS SETTLEMENT?

Pursuant to an Order of the Sacramento County Superior Court, entered January 12, 2017, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A Settlement has been reached between the parties in the Lawsuits pending in the Sacramento County Superior Court entitled *Wells Fargo Bank Managers Wage and Hour Cases*, JCCP No. 4723 (the “The Lawsuit”). The Settlement of the Lawsuit involves a proposed settlement class consisting of persons who fall into the following two categories:

- Store Managers who worked in a Level 1 Wells Fargo Store in California at any time during the period of January 7, 2007, through January 12, 2017 (the “Class Period”); and/or
- Store Managers who worked in a Level 2 Wells Fargo Store in California during the period of January 7, 2007, through November 1, 2013.

B. WHY HAVE YOU RECEIVED THIS NOTICE?

You have received this Notice because Defendant Wells Fargo Bank, NA’s records indicate that you are a member of the proposed Settlement Class because you worked in a Level 1 or Level 2 Store as a bank branch Store Manager in California during the time frames referenced above. This Notice is designed to advise you of how you can participate in the settlement of the Lawsuit, or, if you prefer not to participate, how to be excluded from the Settlement.

C. HISTORY OF THE LITIGATION

Beginning in March of 2012, lawsuits were filed alleging that Wells Fargo improperly classified certain levels of its bank branch Store Managers as exempt from California’s overtime pay requirements. The lawsuits allege that Defendant violated the California Labor Code, including, but not limited to, failing to pay overtime and failing to

provide meal and rest periods to its Level 1 and Level 2 bank branch Store Managers pursuant to California Labor Code §§ 226.7 and 512. Plaintiffs also allege claims for “waiting time penalties” under California Labor Code § 203, failure to provide accurate itemized wage statements under California Labor Code §§ 226, 1174 and 1175, and violation of California’s unfair competition law under California Business and Professions Code §§ 17200, et al. On or about August 17, 2012, the lawsuits were coordinated in the Sacramento Superior Court Judicial Counsel Coordinated Proceeding (“JCCP”) No. 4723. The Coordinated Lawsuits were titled Wells Fargo Bank Managers Wage and Hour Cases and assigned to Judge David W. Abbott in the Sacramento Superior Court.

On March 23, 2012, Plaintiffs Carlos Lopez and Joseph Fontana in the coordinated lawsuits filed a First Amended Complaint (“FAC”) alleging that Wells Fargo’s Level 1 and Level 2 bank branch Store Managers in California were denied their rights as hourly employees, as set forth above. In addition to the claims described above, the First Amended Complaint also alleges that Defendant’s violated the Fair Labor Standards Act (“FLSA”) by failing to pay its Level 1 and 2 bank branch Store Managers overtime pay for all hours worked in excess of forty hours per week. Plaintiffs also assert a claim for penalties under PAGA for penalties. The Settlement between the parties covers all claims that were brought or that could have been brought, arising from the facts alleged in the First Amended Complaint.

Defendant strongly denies the allegations in First Amended Complaint and denies that it has violated the law. Nothing contained herein or in the Settlement is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant or anyone else.

This Lawsuit has been actively litigated, and the parties have participated in settlement discussions. As a result of these negotiations, the parties have entered into a “Settlement Agreement” that includes a release of claims. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation and the attendant inconvenience and expense. This Settlement will, subject to Court approval, pay participating Settlement Class Members monetary compensation based on the number of weeks they worked as a Level 1 or 2 bank branch Store Manager in California during the time period set forth above. The total amount of the proposed Settlement is \$12,732,500.00, from which Court-approved attorneys’ fees, litigation costs, enhancement payments to the Class Representatives, Claims Administration costs, and a PAGA payment Fund will be deducted, leaving a Net Fund Value. Settlement Awards to participating Settlement Class Members who timely submit valid Claim Forms will be paid out of the Net Fund Value, as described below.

The Settlement of the claims alleged in the First Amended Complaint has been given preliminary approval by the Court.

If you are a Settlement Class Member as defined above, you have the opportunity to participate in the Settlement. If you wish to participate in, or exclude yourself from, the Settlement, you must submit the proper Claim Form or Request for Exclusion Form attached to this Notice. See Sections E. I. and E. II. of this Notice for details regarding how to submit a Claim Form or Request for Exclusion Form.

As set forth in Section F. II. below, all Settlement Class Members who do not timely exclude themselves from this Settlement or object to the Settlement will be releasing any and all claims that they have against Defendant for the claims described in Section F. II. below. Under the terms of this Settlement, Settlement Class Members will NOT be releasing any claims they have against Defendant during the time they were employed as bank branch Store Managers in California in a Level 3, 4, or 5 store.

D. SUMMARY OF THE PROPOSED SETTLEMENT

I. Total Payout Settlement:

This Settlement is a total payout, meaning that Defendant has agreed to pay the entire \$12,732,500.00 regardless of the number of claims received. Settlement awards for participating Settlement Class Members will be paid out of the Net Settlement Fund based on the number of weeks that each Settlement Class Member worked as a bank branch Store Manager in a Level 1 or Level 2 store in California during the time frames noted above. Because this is a total payout settlement, the exact amount of the Settlement Payments to participating class members may increase depending on the number of timely and valid claims that are filed.

II. Settlement Formula:

The total Settlement Amount to be paid by Defendant is \$12,732,500.00, (collectively “Gross Fund Value” or “GFV”). In order to determine the Settlement Amounts paid to participating Settlement Class Members, the following amounts will be deducted from the GFV, subject to Court approval: (1) Attorneys’ Fees and Costs not to exceed one third of the total GFV; (2) Enhancement Awards to the Class Representatives, not to exceed \$30,000.00, each; (3) Claims

Administration Costs, not to exceed \$45,000.00; and (4) a PAGA Penalty Fund, not to exceed \$10,000.00. Once these funds have been deducted, the remaining balance will form the “Net Fund Value” or “NFV,” which is the portion of the Settlement that will be used to pay the Settlement Class Members who submit timely and valid Claim Forms.

Assuming that the requested amounts for Attorneys’ Fees and Costs, Class Representative Enhancements, PAGA payment, and the fees and costs of the Administrator are granted in full, the maximum value of the funds for distribution to the Settlement Class (other than payments from the PAGA Penalty Fund) will be approximately \$8,373,334.00. Settlement Payments will be made on what is called a claims-made basis to Settlement Class Members who submit valid claims pursuant to the Court-approved plan of distribution. What this means is that in order to recover under the terms of this Settlement and receive money, you must timely file a valid Claim Form with the Claims Administrator postmarked or emailed on or before **April 19, 2017**. The procedure for filing claims is set forth below in section E. I.

III. How are Settlement Payments Calculated?

Settlement Payments to participating Settlement Class Members will be made from the NFV to those Settlement Class Members who timely submit valid Claim Forms (“Qualified Claimants”). Once the memorialized Settlement is finally approved by the Court, the payment to each Settlement Class Member who submits a claim will be calculated as follows:

- (i) Each Qualified Claimant employed on or after March 23, 2013 (i.e., the “PAGA” Penalty Period), shall be entitled to an equal share of the PAGA Penalty Fund remaining after payment of \$7,500 to the Labor and Workforce Development Agency.
- (ii) Each Qualified Claimant’s allocation of the remainder of the NFV (after subtracting the portion of the PAGA Penalty Fund payable to Settlement Class Members) will be determined by multiplying the NFV by a fraction, the numerator of which is a Settlement Class Member’s number of workweeks during the Class Period and the denominator of which is the total number of workweeks during the class period of all Settlement Class Members. Workweeks shall be calculated from Defendant’s records, with Settlement Class Members given credit for each week they actually worked for Defendant in California as a full time bank branch Store Manager in a Level 1 Wells Fargo Store at any time during the Class Period; and/or worked in a Level 2 Wells Fargo Store during the period of January 7, 2007, through November 1, 2013.

To the extent that Settlement Class Members do not submit a valid claim for their share of the NFV, that portion of the claims fund shall be redistributed to the Qualified Claimants who do submit timely and valid Claim Forms on a proportional basis. As this is a total payout, non-reversionary Settlement, the exact amount of your Settlement share will not be known until the time period to submit claims (discussed below) has expired. Under this total payout Settlement, Defendant shall be responsible for any additional employer taxes in excess of the unclaimed portion of the NFV.

Calculations Based on Defendants’ Records: The determination of the number of weeks that you worked as bank branch Store Manager in a Level 1 or Level 2 store during the class period will be based on data provided by Defendant to the Claims Administrator. Defendant’s records will be determinative with respect to the number of weeks Settlement Class Members worked as bank branch Store Managers in a Level 1 or Level 2 store during the class period.

IV. Disputes:

Settlement Class members shall be entitled to dispute, in writing, their workweeks during the Class Period as a bank branch Store Manager in a Level 1 or Level 2 store. No other disputes are allowed. In order to dispute the number of weeks that you worked as a bank branch manager in a Level 1 or Level 2 store, you must submit a written dispute to the Claims Administrator stating the grounds for the dispute and any documentation you have to support the dispute. Your dispute must be mailed or emailed to the Claims Administrator by **April 19, 2017**. The Parties’ Counsel will make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be submitted to the Claims Administrator, who shall examine the records in an attempt to resolve the dispute. When resolving disputes, the Administrator will review documentation and may talk to the Settlement Class member initiating the dispute and a representative of Defendant. The burden shall fall on the Settlement Class member initiating the dispute to produce information and/or documents affirmatively rebutting the information provided by Defendants.

V. How Much Will I Recover?

The amount of your individual payout will be determined using the formula set forth above. Along with this Notice you have also received a Claim Form. The Claim Form sets forth the following information: (A) the number of weeks you worked as a bank branch Store Manager in a Level 1 or Level 2 Store in California during the Class Period; and (B) your anticipated Settlement Award, assuming that the Court grants the full amount of Attorneys' Fees and Costs and enhancement awards for the Class Representatives. As discussed above in section D. II., the amount noted in your Claim Form assumes that all eligible Settlement Class Members will file timely and valid claims. If not all Settlement Class Members to do so, the amount of your Settlement Award may increase substantially.

VI. Enhancement Awards for the Class Representatives:

The Class Representatives, Lopez and Fontana, will each receive an enhancement award in an amount to be set by the Court, not to exceed the sum of \$30,000.00, each. Any payment approved by the Court is for the time and effort expended by the Class Representatives on behalf of this litigation, their willingness to accept the risk of paying Defendant's costs in the event of an unsuccessful outcome, and their willingness to release any and all claims they may have against Defendant.

VII. Attorneys' Fees and Litigation Costs:

The attorneys for the class filed this action, have actively litigated this case for over four years, have incurred significant litigation costs, and have brought this case to resolution. They will request the Court to award Attorneys' Fees and Costs not to exceed one third of the GFV. The attorneys will submit an application to the Court for the payment of Attorneys' Fees and Costs. This application will be filed with the Court on or before April 27, 2017 and can be examined during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, located at Sacramento Superior Court, 720 9th Street, Sacramento, CA 95814.

VIII. Taxes on Settlement Payments:

Of the amount to be paid to Class Members from the NFV, fifty percent (50%) is allocated to wages and 50% is allocated to interest and penalties. The payments made to Class Members from the PAGA Penalty Fund are allocated one hundred percent (100%) to penalties. Defendant shall be responsible for paying the employer's share of payroll taxes, in addition to the NFV, on any portion of the Settlement where payroll taxes are required by law. Each Class Member will be responsible for correctly characterizing this compensation for tax purposes and for payment of any taxes owing on said amount. For all amounts paid to Qualified Claimants from the NFV and the PAGA Penalty Fund, the Claims Administrator will issue Form W-2 and make all deductions and withholdings, and/or will issue Form 1099 to the extent that the payments represent interest and penalties.

IX. Claims Administrator:

Epiq has been appointed as the Claims Administrator for this case and they will receive a payment for handling the claims administration for this case and its costs. It is estimated that the costs of claims administration should not exceed approximately \$45,000.00.

E. WHAT ARE YOUR RIGHTS AS A MEMBER OF THE SETTLEMENT CLASS?

I. Submitting a Claim:

In order to receive a payment under the Settlement, you must submit a claim (by filling out and executing the enclosed Claim Form and sending it to the Claims Administrator). By executing the Claim Form, you are consenting to the Settlement and will be paid pursuant to the terms of the Settlement filed with the Court. To be eligible for a payment under the Settlement, you must timely submit your Claim Form to the Administrator at *Wells Fargo Store Manager Settlement*, Claims Administrator, P.O. Box 6006, Portland, OR 97228-6006. **In order to be valid, the Claim Form must be postmarked or emailed no later than April 19, 2017. If your Claim Form is postmarked or emailed after April 19, 2017, you will not receive any payment, but you will be bound by the Release and all other Settlement Terms. It is strongly suggested, although not required, that you retain proof of your mailing or emailing of your Claim Form.** If you lose, misplace, or need another Claim Form or a Request for Exclusion Form, you should contact the Claims Administrator, by calling toll-free 1-844-258-9140, or visit the Settlement website at www.WellsFargoStoreManagerSettlement.com.

II. Excluding Yourself from the Settlement:

If you are a member of the Settlement Class, you will be bound by the proposed Settlement if it is approved, unless you exclude yourself (i.e., "opt out") of the Settlement by making a timely written request for exclusion as described below.

In order to exclude yourself from the Settlement, you must complete the enclosed Request for Exclusion Form. The Request for Exclusion Form must be signed, dated, completed, and returned by registered or certified mail to:

Wells Fargo Store Manager Settlement
Claims Administrator
P.O. Box 6006
Portland, OR 97228-6006

The Request for Exclusion Form must be postmarked no later than **April 19, 2017**. **If you submit an Exclusion Form which is postmarked after April 19, 2017, your Exclusion Form will be rejected, and you will be bound by the Release and all other Settlement Terms.** If the Request for Exclusion Form is sent from within the United States, it must be sent via regular U.S. mail.

Persons who submit a Request for Exclusion may be contacted by either Class Counsel or Defense Counsel.

Any person who files a complete and timely Request for Exclusion Form shall, upon receipt by the Claims Administrator, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may individually pursue any claims he/she may have against Defendant. If you wish to exclude yourself and wish to pursue an individual action, you should know there are time limits on your right to file any such individual action. If you decide to be excluded from the Settlement and do not want to participate in the Settlement, you have the right to seek the advice of counsel with respect to how this choice to exclude yourself affects your legal rights, including, but not limited to, applicable statutes of limitations with respect to any lawsuit you might wish to file on your own. You should not exclude yourself if you wish to receive a payment under the Settlement. If you do not exclude yourself, you will be bound by the release contained in the Settlement, and will not be able to pursue your own action against Defendant, except that you may still bring your own lawsuit for violation of the FLSA.

DO NOT SUBMIT BOTH THE CLAIM FORM AND THE REQUEST FOR EXCLUSION FORM. IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION FORM WILL BE INVALID, YOU WILL BE INCLUDED IN THE SETTLEMENT CLASS AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

Defendant retains the right, in the exercise of its sole discretion, to nullify the Settlement Agreement within thirty (30) days of expiration of the opt-out deadline, if ten percent (10%) or more of Settlement Class Members request exclusion from the Settlement.

III. Objection to Settlement:

If you do not exclude yourself from the Settlement, but you feel that any of the terms of the Settlement are not fair, you may object to the Settlement before final approval by the Court. If you wish to object to the terms of the Settlement, a written objection setting forth the reasons for your objection(s) must be filed by **April 19, 2017** with the Office of the Clerk of the Sacramento County Superior Court, located at Sacramento Superior Court, 720 9th Street, Sacramento, CA 95814 and reference "JCCP Case No. 4723," with copies of the objection sent to at least one of the following attorneys:

PLAINTIFFS' COUNSEL

John Glugoski
Matthew Righetti
RIGHETTI GLUGOSKI, PC
456 Montgomery Street, Suite 1400
San Francisco, CA 94104
Phone: (415) 983-0900

Charles A. Jones
JONES LAW FIRM
9585 Prototype Court, Suite B
Reno, NV 89521
Phone: (775) 853-6440

DEFENDANT'S COUNSEL

Christian J. Rowley
Jill A. Porcaro
SEYFARTH SHAW LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105
Phone: (415) 397-2823

Your objection must also indicate whether you intend to appear and comment or object at the Final Approval Hearing; failure to so indicate will constitute a waiver of the right to appear at the hearing.

A hearing for final approval of the Settlement is currently set to take place in Department 39 on May 19, 2017, at the State of California, Sacramento County Superior Court, 720 9th Street, Sacramento, CA 95814. You are entitled to appear at that hearing and explain the basis for your objection. Please note, however, that if you do not file a written objection with the Court by **April 19, 2017**, you will not be entitled to be heard at the final hearing. Any written objections must state each specific reason in support of your objection. If your objection is based on some legal reason, the legal basis for the objection should also be provided. Your objection must also state your full name, address, and date of birth. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and a copy mailed to at least one of the above-listed attorneys no later than **April 19, 2017**. **DO NOT TELEPHONE THE COURT. IF YOU HAVE QUESTIONS, PLEASE CONTACT THE CLAIMS ADMINISTRATOR.**

IV. Do Nothing:

You can decide to do nothing in response to this Notice of Settlement. ***Be advised that if you choose to do nothing, you will be bound by the Release even though you will not receive a Settlement Payment.*** If you do not want to be bound by the Release, you must exclude yourself from the Settlement by sending in the Exclusion Form.

V. No Retaliation or Undue Influence:

Defendant will not retaliate against any person who participates in this Settlement.

VI. Contacting the Claims Administrator:

If you wish to contact Epiq, the Claims Administrator, you can do so either by mail, telephone, or by emailing info@WellsFargoStoreManagerSettlement.com. Please tell them you are contacting them regarding “Wells Fargo Store Manager Settlement.”

VII. Change of Address:

If you move after receiving this Notice, if the Notice was misaddressed, or if for any reason you want your payment or future correspondence concerning this action and the Settlement to be sent to a different address, you should supply the updated address to the Claims Administrator at *Wells Fargo Store Manager Settlement*, Claims Administrator, P.O. Box 6006, Portland, OR 97228-6006.

F. EFFECT OF THE SETTLEMENT

I. Fairness of the Settlement and Termination of the Lawsuits:

Plaintiffs’ counsel believe that further proceedings in the Coordinated Lawsuits, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue would be resolved, including whether the proposed classes would be certified, whether any damages would be recoverable, and, if so, the amount of any such damages. Therefore, upon careful consideration of all of the facts and circumstances of this case, including the risks regarding possible denial of class certification, Plaintiffs’ counsel believes that the Settlement is fair, reasonable and adequate.

II. Released Rights and Claims:

In exchange for the consideration, undertakings, and covenants undertaken by Defendant in the Settlement, the Settlement Class Members are providing a full and complete settlement and release of all claims arising from, or relating to, the claims asserted in the Lawsuit, including any and all claims under state and federal law for unpaid compensation, penalties and attorneys’ fees. Except for claims under the FLSA, Settlement Class Members will be bound by this release (regardless of whether they make a claim) unless they opt out of the Settlement by completely and timely submitting a Request for Exclusion form. Settlement Class members will be bound by the FLSA release if they submit a Claim Form. The specific terms of the release provide as follows:

Plaintiffs and each Class Member (which includes any legal heirs and/or successors-in-interest of each Class Member) (hereinafter referred to as “Releasing Parties”), through the date of preliminary approval, acknowledge that this Stipulation of Settlement includes in its effect a release as to all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued, arising from or related to the claims asserted in the First Amended Complaint, as well as all claims that could have been brought against Defendant based on the same operative facts alleged in the First Amended Complaint, up to and through the date of preliminary approval including but not limited to, any and all claims for unpaid overtime under the California Labor Code, any IWC Wage Order,

the Business & Professions Code (including section 17200), claims for restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties under Labor Code §201-203, failing to permit authorized meal and rest periods under Labor Code §226.7, issuing non-compliant wage statements under Labor Code §226, PAGA penalties arising from the labor code sections noted above or referenced in the FAC for the period of two years prior to the date of the filing of the FAC, attorneys' fees, and costs, except that claims brought pursuant to the FLSA shall only be released as to Class Members who submit a Claim Form. Claims not being released include any claims relating to a Class Member's employment with Defendant in California as a bank branch Store Manager at a Level 3, Level 4, or Level 5 store.

The foregoing waiver and release includes, without limitation, an express waiver, as to the Released Claims only, to the fullest extent permitted by law, by Plaintiffs, all Settlement Class Members, and all other Releasing Parties of any and all rights under California Civil Code section 1542, which provides:

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

Plaintiffs and all Settlement Class Members expressly waive, as to the Released Claims only, any and all provisions, rights and benefits conferred by any law or principle of common law or equity, that is similar, comparable, or equivalent, in whole or in part, to California Civil Code section 1542.

G. WHEN WILL SETTLEMENT PAYMENTS BE MADE?

If you make a timely and valid claim, payment under the Settlement will occur if the Court grants final approval to the Settlement after the final approval hearing scheduled for May 19, 2017.

H. FINAL SETTLEMENT APPROVAL HEARING:

The Court will hold a final approval hearing to take place in Department 39 at 9:00 a.m. on May 19, 2017, at the State of California, Sacramento County Superior Court, 720 9th Street, Sacramento, CA 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Plaintiffs' counsel's request for attorneys' fees, litigation costs, fees and costs for the Administrator, and class representative enhancements.

The hearing for final approval may be continued without further notice to the Settlement Class. It is not necessary for you to appear at the hearing for final approval, unless you have timely filed an objection with the Court.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR CLAIM PROCESS!

CLASS MEMBERS CAN CONTACT CLASS COUNSEL WITH QUESTIONS ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS:

Charles A. Jones
(775) 853-6440
www.cjoneslawfirm.com

John Glugoski
(415) 983-0900
john@righettilaw.com

BY ORDER OF THE SACRAMENTO COUNTY SUPERIOR COURT

Website: www.WellsFargoStoreManagerSettlement.com
Email: info@WellsFargoStoreManagerSettlement.com
Phone: 1-844-258-9140