

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is made and entered into as of the Execution Date between Plaintiff, Michael Stoff, both individually and on behalf of the Class as defined below, and Wells Fargo Bank, N.A. (the “Settling Parties”). This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the claims described herein upon the following terms and conditions:

WHEREAS, Plaintiff is prosecuting the Action as defined below on behalf of the Class against Wells Fargo;

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. 116-136, § 4021, 134 Stat. 281, 489 (Mar. 27, 2020) required furnishers to provide accommodations to certain consumers under the CARES Act, including CARES Act forbearances, and required furnishers who made an “accommodation with respect to 1 or more payments on a credit obligation or account of a consumer” to “report the credit obligation or account as current” unless “the credit obligation or account was delinquent before the accommodation;”

WHEREAS, Wells Fargo provided CARES Act forbearances to Class Members;

WHEREAS, on June 18, 2020, Plaintiff filed a class action complaint against Wells Fargo in the Superior Court of California, County of San Diego, Case No. 37-2020-00020808-CU-BT-CTL (the “Action”);

WHEREAS, on March 23, 2023, Plaintiff filed the operative Third Amended Complaint (the “Complaint”);

WHEREAS, the Complaint asserted a single claim for willful violation of the Consumer Credit Reporting Agencies Act, Civ. Code § 1785.31(a)(2);

WHEREAS, Plaintiff contends that the information Wells Fargo furnished to consumer reporting agencies about Class Members failed to comply with the CARES Act, that such information was inaccurate or incomplete, and that such borrowers were damaged as a result;

WHEREAS, on February 5, 2024, the Court certified the following class: “All mortgag[ors] with a mortgage on property located in California whose accounts were ‘current,’

who received a CARES Act forbearance on or after March 27, 2020, and whose accounts were reported as ‘in forbearance’ (or something similar) by Defendant to a consumer reporting agency;”

WHEREAS, a notice of pendency of class action was sent to all Class Members and included the ability to opt-out of the Class, and no Class Member opted out;

WHEREAS, Wells Fargo denies each and all of the claims and allegations of wrongdoing made by Plaintiff; denies that it has violated any law; denies that it has engaged in any wrongdoing or any other act or omission that would give rise to liability or cause Plaintiff or other Class Members injuries, damages, or entitlement to any relief; denies that it furnished inaccurate or incomplete information to consumer reporting agencies; and denies that the requirements for certification of a class are satisfied;

WHEREAS, Wells Fargo nevertheless desires to enter into this Agreement to avoid the uncertainty, expense, inconvenience, delay, and distraction of burdensome and protracted litigation, and thereby to put to rest this controversy with respect to Plaintiff and the Class and avoid the risks inherent in complex litigation;

WHEREAS, the Settling Parties have engaged in extensive formal and informal discovery concerning the strength of Plaintiff’s claim;

WHEREAS, Plaintiff and Wells Fargo have agreed to the terms of this Agreement, which embodies all of the terms and conditions of the Settlement between the Settling Parties and which, subject to the approval of the Court as provided below, will supersede any and all prior agreements between the Settling Parties;

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

adequate and reasonable;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Settling Parties, by and through their attorneys of record, that, subject to the approval of the Court, the Action and the Class Released Claims shall be finally and fully settled, compromised, and dismissed on the merits and with prejudice upon and subject to the terms and conditions of this Agreement, as follows:

## **I. DEFINITIONS**

As used in this Agreement, the following terms have the meanings specified below:

1. “Action” means *Stoff v. Wells Fargo Bank, N.A.*, Case No. 37-2020-00020808-CU-BT-CTL, currently pending in the Superior Court of California, County of San Diego.
2. “Agreement” means this Settlement Agreement and Release entered into by the Settling Parties.
3. “Class” means the class as certified by the Court on February 5, 2024 and includes “[a]ll mortgage[ors] with a mortgage on property located in California whose accounts were ‘current,’ who received a CARES Act forbearance on or after March 27, 2020, and whose accounts were reported as ‘in forbearance’ (or something similar) by Defendant to a consumer reporting agency.” For purposes of this definition, an account was “current” if, at the time the borrower initially contacted Wells Fargo regarding a CARES Act forbearance, the borrower’s mortgage payment was between 0 and 29 days past due. Further, for purposes of this definition, “mortgagors with a mortgage on property located in California” are California residents with a Wells Fargo mortgage on property in California based on Wells Fargo’s records. Excluded from the Class is the Judge assigned to this case.
4. “Class Member” means a member of the Class as defined above, and to whom

notice of pendency of class action was sent and did not timely request exclusion.

5. "Class Action Website" means <https://www.caresactlitigation.com/>.

6. "Class Counsel" means Andrew Brown of The Law Offices of Andrew J. Brown, and Russell S. Thompson, IV of Thompson Consumer Law Group, PC.

7. "Class List" means the list of persons who, according to Wells Fargo's business records, fall within the definition of the Class.

8. "Class Released Claims" means all claims that were or could have been asserted in this action and from any and all past and/or present claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, whether class, individual, or otherwise in nature, including without limitation, those known or unknown or capable of being known; those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time; those which are foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, and/or contingent or non-contingent; and those which are accrued, unaccrued, matured or not matured, under the laws of any jurisdiction, which Class Members, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, resulting from, arising from, or relating in any way to the factual predicate of Plaintiff's allegations in the Action arising out of or relating to the claim concerning Wells Fargo's furnishing of information to credit reporting agencies with respect to mortgage loans in CARES Act forbearance.

9. "Class Releasors" means each and every Class Member, individually and together, and each and every one of their former or present agents, predecessors, successors, heirs, legatees,

executors, administrators, insurers, assigns, and trustees.

10. “Class Releasees” means Wells Fargo, and each of its former, present, or future agents, insurers, predecessors, successors, subsidiaries, parent companies, affiliates, officers, directors, employees, and attorneys.

11. “Class Representative” means named Plaintiff Michael Stoff.

12. “Complaint” means the Third Amended Complaint filed in this Action on March 23, 2023.

13. “Counsel for Wells Fargo” means Enu Mainigi, Craig Singer, and Suzanne Salgado of Williams & Connolly LLP, and Mark Lonergan and Rebecca Saelao of Stinson LLP.

14. “Court” means the Superior Court of California, County of San Diego.

15. “Defendant” means Wells Fargo Bank, N.A.

16. “Distribution Date” has the meaning set forth in Section IV(B)(1) of the Agreement.

17. “Distribution Plan” means the plan for distributing the Net Settlement Amount specified in Section IV(B) of the Agreement.

18. “Effective Date” means the first date by which all of the events and conditions specified in Section VII(A) of the Agreement have occurred and have been met.

19. “Escrow Account” means the escrow account created and administered by the Settlement Administrator for the purpose of holding the Settlement Funds. The Escrow Account shall be held in an interest-bearing bank account with a commercial bank.

20. “Fee and Expense Application” means the application (or applications) submitted by Plaintiff’s Counsel to the Court for an award of attorneys’ fees, reasonable expenses incurred prosecuting the Action, and any Service Award(s).

21. “Fee and Expense Award” means any amounts that are approved and awarded by

the Court in response to any Fee and Expense Applications. Any Fee and Expense Award shall be paid out from the Settlement Fund.

22. “Final Approval Hearing” means the hearing to be scheduled by the Court at which the Court will consider the Motion for Final Approval.

23. “Final Approval Order and Judgment” means the final order and final Judgment submitted to and entered by the Court in connection with the Final Approval Hearing.

24. “Judgment” means the order of judgment and dismissal of the Action with prejudice.

25. “Net Settlement Amount” means all amounts in the Settlement Fund, including interest, available for distribution to Class Members after payment of any Fee and Expense Awards approved by the Court and the Settlement Administrator’s Cost and Expenses.

26. “Notice Deadline” means the deadline for the Settlement Administrator to send the Notice of Settlement to the Class Members in accordance with the Notice Plan, which shall be thirty (30) Days after Preliminary Approval.

27. “Notice of Settlement” means the written notice of the Settlement that will be posted to the Class Action Website and referenced in the Postcard Notice to the Class in accordance with the Notice Plan, and in substantially the same form and with substantially the same content as Exhibit 1.

28. “Notice Plan” means the procedures set forth in Section II(B) of the Agreement describing how Notice of Settlement will be provided to the Class Members.

29. “Objection Deadline” means the deadline for objecting to the Settlement, which

shall be forty-five (45) Days from the Notice Deadline.

30. "Plaintiff" means named Plaintiff Michael Stoff.

31. "Postcard Notice" means the written notice of the Settlement that will be mailed to the Class in accordance with the Notice Plan and in substantially the same form and with substantially the same content as Exhibit 2.

32. "Preliminary Approval" has the meaning set forth in Section II(A) of the Agreement.

33. "Preliminary Approval Order" means the order to be submitted to and entered by the Court in connection with the Preliminary Approval Hearing, in substantially the form attached hereto as Exhibit 3.

34. "Protective Order" means the Stipulated Protective Order entered in the Action on December 9, 2020.

35. "Remaining Amounts" means any monies that remain in that Settlement Fund ninety (90) Days after the Settlement Administrator distributes: (a) any Fee and Expense Award approved by the Court; and, (b) the Settlement Administrator's Costs and Expenses, and (c) each Class Member's Settlement Share.

36. "Service Award(s)" means any amounts that are awarded by the Court to Plaintiff or other Class Members as described in Section VI(B) of the Agreement.

37. "Settlement" means the settlement of claims released by the Agreement.

38. "Settlement Administrator" means AB Data 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 Notice of Settlement pursuant to the terms and conditions of this

Agreement.

39. “Settlement Administrator’s Costs and Expenses” means the Settlement Administrator’s costs and expenses to administer the Settlement.

40. “Settlement Fund” means the \$56,850,000 that will be deposited by Wells Fargo into the Escrow Account, plus any interest earned on the funds in the Escrow Account, to cover the amounts to be paid for : (a) any Fee and Expense Award approved by the Court; and, (b) the Settlement Administrator’s Costs and Expenses, and (c) each Class Member’s Settlement Share. The Settlement Fund will be paid by Wells Fargo and constitutes a non-reversionary common fund for the benefit of the Settlement Class. Under no circumstances shall Wells Fargo be required to pay an amount greater than \$56,850,000 as part of the Settlement of the Action.

41. “Settlement Share” means the initial payment to a Class Member from the Settlement Fund. Each Class Member’s Settlement Share will be calculated as described in Section IV(B)(1) below.

42. “Settling Parties” means the Plaintiff, both individually and on behalf of the Class, and Wells Fargo.

43. “Wells Fargo” means Wells Fargo Bank, N.A.

44. As used in this Agreement, the plural of any defined terms includes the singular thereof and vice versa, except where the context requires otherwise.

45. As used in this Agreement, “and” or “or” mean “and/or.”

## **II. PRELIMINARY APPROVAL, NOTICE OF SETTLEMENT, AND FINAL APPROVAL**

### **A. Motion for Preliminary Approval**

After good faith consultation with Defense Counsel, Class Counsel shall file with the Court and serve on Wells Fargo a Motion for Preliminary Approval of Class Action Settlement. The

Motion for Preliminary Approval of Class Action Settlement shall include a Proposed Order that would preliminarily approve this Settlement (“Preliminary Approval”).

**B. Notice of Settlement**

As part of the Motion for Preliminary Approval, Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of the Notice of Settlement that is acceptable to Wells Fargo (the “Notice Plan”). The Notice Plan shall include direct notice to Class Members by mailed postcard and the Notice Plan and Notice of Settlement shall be posted on the Class Action Website. The Motion for Preliminary Approval shall ask the Court to find that the proposed form of and method for dissemination of notice to the Class constitutes valid, due, and sufficient notice to the Class; constitutes the best notice practicable under the circumstances; and complies fully with the requirements of California Rules of Court Rule 3.769 and constitutional due process. The proposed form of notice to the Class pursuant to the Settlement Notice Plan (“Notice of Settlement”) that will be posted to the Class Action Website and referenced in the Postcard Notice is attached hereto as Exhibit 1. The Postcard Notice is attached hereto as Exhibit 2. The Preliminary Approval Order, Notice of Settlement, and Notice Plan must be agreed to by Wells Fargo before submission to the Court.

Wells Fargo provided the Class List to Class Counsel and the Settlement Administrator on November 7, 2025. The Settlement Administrator will use reasonable efforts to update and confirm the accuracy of the Class Members’ contact information in the Class List through the United States Postal Service change of address system.

On or before the Notice Deadline (thirty (30) Days after Preliminary Approval), the Settlement Administrator shall send the Notice of Settlement to all Class Members in accordance with the Notice Plan.

**C. Cost of Notice**

The Settling Parties agree that Plaintiff, through the Administrator, shall be responsible for providing the Postcard Notice and Notice of Settlement to all Class Members, and that such costs shall be paid from the Settlement Fund.

**D. Motion for Final Approval and Entry of Final Judgment**

As soon as practicable but in any event no later than sixteen (16) Court days prior to the date set by the Court to consider whether this Settlement should be finally approved, Class Counsel shall file and serve a Motion for Final Approval of the Settlement by the Court. Class Counsel will provide a draft of the motion to counsel for Wells Fargo as soon as practicable but in any event not less than fourteen (14) days prior to filing, and shall evaluate in good faith any proposals from Wells Fargo concerning the content of the motion. Class Counsel shall seek entry of the Final Approval Order and Judgment, which shall be approved as to form and content by Wells Fargo prior to submission to the Court by Class Counsel, containing at least the following:

1. Finding that the Court has subject matter jurisdiction to approve this Settlement and Agreement;
2. Finding that the notice given to the Class Members pursuant to the Notice Plan and Notice of Settlement (i) constituted the best notice practicable under the circumstances; (ii) constituted notice that was reasonably calculated under the circumstances to apprise Class Members of the terms of the Settlement, their right to object, and their right to appear at the Final Approval Hearing; (iii) constituted reasonable, due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) complies in all respects with the requirements of California Rules of Court Rule 3.769, Constitutional Due Process, and any other applicable law;
3. Fully and finally approving this Agreement and its terms as being fair, reasonable,

and adequate within the meaning of California Rules of Court Rule 3.769 and California law, and directing its consummation pursuant to its terms and conditions;

4. Finding that Class Counsel and Plaintiff adequately represented the Class Members for purposes of entering into and implementing this Agreement and Settlement;

5. Directing that the Action and claim for damages be dismissed with prejudice and, except as otherwise explicitly provided for in the Agreement, without costs;

6. Discharging and releasing the Class Releasees from all Class Released Claims;

7. Permanently barring and enjoining the institution and prosecution, by Class Releasees, of any and all of the Class Released Claims;

8. Finding that no Class Member timely and validly requested exclusion from the Class;

9. Finding the Final Approval Order and Judgment shall not provide for any injunctive relief against Wells Fargo;

10. Determining that the Agreement and the Settlement and any proceedings taken pursuant to them are not and should not in any event be offered or received as evidence of a presumption, concession, acknowledgment, or an admission of liability or of any wrongdoing by Wells Fargo or the Class Releasees or of the suitability of these or similar claims to class treatment for litigation, trial, or any other purpose except this Settlement; provided, however, that reference may be made to this Agreement and the Settlement in such proceedings as may be necessary to effectuate the Agreement; and

11. Reserving continuing and exclusive jurisdiction over the Settlement, including all future proceedings concerning the administration, consummation, and enforcement of this

Agreement.

### **III. RELEASES**

Upon the Effective Date, and pursuant to the Court's entry of the Final Approval Order and Judgment, the Class Releasors shall be deemed to provide to Class Releasees a full and binding release for the Class Released Claims.

#### **A. No Future Actions Following Release**

The Class Releasors shall not after the Effective Date seek (directly or indirectly) to commence, institute, maintain, or prosecute any suit, action, or complaint of any kind (including, but not limited to, claims for actual damages, statutory damages, restitution, and exemplary or punitive damages) against Class Releasees (including pursuant to the Action), based on the Class Released Claims, in any forum worldwide, whether on the Class Releasor's own behalf or as part of any putative, purported, or certified class or as part of an action by any other plaintiff.

#### **B. Covenant Not to Sue**

Class Releasors hereby covenant not to sue the Class Releasees with respect to any Class Released Claims, including any claims that Class Releasors, or any of them, does not know or suspect to exist in his or her favor at the time of the release that if known by him or her, might have affected his or her settlement with and release of the Class Releasees, or might have affected his or her decision not to object to this Settlement. Class Releasors shall be permanently barred and enjoined from instituting, commencing, or prosecuting any claims against the Class Releasees of any kind (including, but not limited to, for actual damages, statutory damages, restitution, and exemplary or punitive damages) based on the Class Released Claims.

This Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained preventing any action from being initiated or maintained, in any case sought to be prosecuted on

behalf of any Class Releasors (including, but not limited to, for actual damages, statutory damages, and exemplary or punitive damages) based on the Class Released Claims.

**C. Waiver of California Civil Code § 1542 and Similar Laws**

In addition, upon Final Approval of this Settlement, Plaintiff individually waives and releases with respect to Plaintiff's Class Released Claims any and all provisions, rights, and benefits conferred (a) by Section 1542 of the Civil Code of the State of California, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

(b) by any and all equivalent, similar, or comparable federal or state rules, regulations, laws, or principles of law of any other jurisdiction that may be applicable herein; or (c) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in the Agreement. Plaintiff expressly agrees that for the consideration received under this Agreement, it is Plaintiff's intention to release, and Plaintiff is releasing, all Plaintiff's Class Released Claims, including any claims that Plaintiff does not know or suspect to exist in his favor at the time of the release that if known by him, might have affected his settlement with and release of the Class Releasees, or might have affected his decision not to object to or to opt-out of this Settlement. The release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims in this paragraph is contractual and not a mere recital.

**D. Agreement to Be Bound**

Subject to Court approval, all Class Releasors shall be subject to and bound by this Agreement, all of their Class Released Claims shall be released, and the Action shall be dismissed with prejudice, regardless of whether such Class Releasors received actual notice of the Action or

this Settlement and regardless of whether Class Members obtain payment pursuant to the Settlement.

#### **IV. SETTLEMENT CONSIDERATION**

In full, complete, and final settlement of any and all Class Released Claims, and as consideration for the releases provided by this Agreement, Wells Fargo agrees as follows:

##### **A. Settlement Fund**

Within fifteen (15) business days after entry of the Order granting Preliminary Approval of the Settlement, Wells Fargo will deposit the sum of \$56,850,000 into the Settlement Fund, in the Escrow Account to be maintained by the Settlement Administrator and used to pay for the following obligations under this Agreement: (1) any Fee and Expense Award(s) approved by the Court; (2) all costs and expenses associated with administering the Settlement, and (3) each Class Member's Settlement Share. In no event shall Wells Fargo be required to pay an amount in excess of the \$56,850,000 it deposits to create the Settlement Fund to cover any obligations set forth in the Agreement. Wells Fargo and Counsel for Wells Fargo shall have no responsibility, financial obligation, or liability whatsoever with respect to the notifications to the Class required hereunder, and the maintenance, preservation, investment, or distribution of any amount of the Settlement Fund, including payments to Class Members, payments to the Class Representative, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund, since it is agreed that such deposit shall fully discharge Wells Fargo's obligation to the Class Representative, Class Members, Class Counsel, and expenses of administration with respect to the disposition of the Settlement Fund.

## **B. Distribution of Net Settlement Amount**

The Net Settlement Amount, which is all amounts in the Settlement Fund, including interest, available for distribution to Class Members after payment of any Fee and Expense Awards approved by the Court and the Settlement Administrator's Cost and Expenses, shall be distributed according to the Distribution Plan. In summary:

### **1. Settlement Share**

Upon the Effective Date, the Settlement Administrator shall determine each Class Member's Settlement Share by dividing the Net Settlement Amount by the number of Class Members, such that each Class Member receives an equal *pro rata* share. Twenty (20) days after the latter of (1) payment of all Fee and Expense Awards approved by the Court or (2) payment of the Settlement Administrator's Cost and Expenses ("Distribution Date"), the Class Administrator shall mail a Settlement check in an amount equal to each Class Member's Settlement Share. Settlement checks shall be mailed to Class Members without the need for claim forms or documentary proof. Each Settlement check shall be void after 90 days, if not cashed.

Upon expiration of a 90-day period following the Distribution Date, the Settlement Administrator shall void the checks of Class Members that were returned as undeliverable or remain uncashed on that date. Class Members whose checks are not cashed within 90 days after the Distribution Date shall be automatically rendered ineligible for future payments. Within fourteen (14) days thereafter, the Settlement Administrator shall notify counsel in writing of the number of Class Members who were sent checks, the number of Class Members who did not cash their checks, the total dollar amount of the checks distributed by the Settlement Administrator, and the total dollar amount of uncashed checks.

## **2. Remaining Amounts**

Remaining Amounts shall be distributed evenly to Class Members who cashed a previous Settlement check, unless those Class Members would receive less than \$5 each of Remaining Amounts. Any monies that remain in the Settlement Fund ninety (90) days after the Settlement Administrator distributes Remaining Amounts (or upon determination that Class Members would receive less than \$5) shall be distributed to a court approved *cy pres* recipient. The parties will work cooperatively to propose a mutually agreed upon recipient, and if one cannot be agreed upon, the parties will submit separate proposals to the Court.

## **3. Administrative Costs and Expenses**

All necessary costs and expenses to administer the terms of this Settlement, including but not limited to the costs of the Notice Plan and the Settlement Administrator, and payment of taxes, shall be paid for exclusively out of the Settlement Fund. Wells Fargo shall have no responsibility or liability for the maintenance, preservation, investment, or distribution of any amount of the Settlement Fund.

# **V. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

## **A. The Settlement Administrator Will Administer the Settlement**

The Settlement Administrator shall be responsible for the following tasks:

1. Conducting a national change of address search to obtain up-to-date address information on Class Members prior to disseminating the Notice of Settlement;
2. Printing and disseminating the Postcard Notice by first-class mail to each and every Class Member, and by posting the Notice of Settlement to the Class Action Website;
3. Maintaining the Class Action Website, including updating the Class Action Website to include the Notice Plan, Notice of Settlement and subsequent developments, and

removing the Class Action Website from the Internet within one hundred and eighty (180) days after all Remaining Amount payments have been disbursed;

4. Furnishing promptly to Class Counsel and Counsel for Wells Fargo copies of any objections or other written or electronic communications from each Class Member that the Settlement Administrator receives;

5. Determining the Settlement Share owed to each Class Member in accordance with this Agreement;

6. Taking all steps necessary to implement the Distribution Plan;

7. Placing a stop-pay order on all Settlement Share checks not cashed by their void date;

8. Within fourteen (14) days of the expiration of a 90-day period following the Distribution Date, notifying Class Counsel and Counsel for Wells Fargo in writing of the number of Class Members who were sent checks, the number of Class Members who did not cash their checks, the total dollar amount of the checks distributed by the Settlement Administrator, and the total dollar amount of uncashed checks;

9. Working with Class Counsel to take appropriate measures to maximize the number of Class Members who receive and deposit checks awarded to them, which actions may include providing additional notice, reissuing checks, and extending deadlines as mutually agreed to by Class Counsel and Counsel for Wells Fargo;

10. Within fourteen (14) days of the final distribution, providing Class Counsel and Counsel for Wells Fargo with a report summarizing all expenses, fees, and/or commission(s) pertaining to the Settlement Fund, and documentation supporting the report, including any invoices

and postage receipts;

11. Performing all tax reporting duties required by federal, state, and/or local law related to the administration of the Settlement Fund, including filing tax returns and any other tax reporting for the Settlement Fund as a “qualified settlement fund,” any Fee and Expense Award(s), and any payments to Class Members;

12. Responding to inquiries from Class Members regarding the Settlement and procedures for filing objections;

13. Referring to Class Counsel all inquiries by Class Members regarding matters not within the Settlement Administrator’s duties specified herein, at which point Class Counsel will provide notice of all such inquiries to Counsel for Wells Fargo;

14. Responding to inquiries from Class Counsel or Counsel for Wells Fargo;

15. Providing weekly reports to Class Counsel and Counsel for Wells Fargo concerning the activities of the Settlement Administrator, which reports shall include status of the Notice of Settlement;

16. Responding to requests for further information from Class Members via a toll-free number or an email address, including by providing a copy of this Agreement, the Complaint in the Action, or any other materials available on the Class Action Website, to any Class Member who requests such documents;

17. Maintaining adequate records of its activities, including the dates of the mailing of Notice of Settlement, returned mail and other communications, and attempted written or electronic communications with Class Members;

18. Retaining all documents incident to the administration of the Settlement Fund in electronic format, including class notices and evidence of distribution, for a period of at least four

(4) years from the Effective Date;

19. Timely issuing any legally required tax document regarding any Fee or Expense Award(s) or any payments to Class Members issued from the Settlement Fund, such as an IRS Form W-2 or IRS Form 1099; and

20. Performing such other tasks as Class Counsel and Counsel for Wells Fargo mutually agree or that are specified in this Agreement.

#### **B. Confidentiality**

The Settlement Administrator shall keep all information it obtains relating to the identification and contact information of Class Members strictly Confidential pursuant to the Protective Order previously entered in the Action and use it only for the sole purposes described herein and shall destroy or return all such information to Counsel for Wells Fargo upon completion of the Settlement administration tasks. Furthermore, after four (4) years from the Effective Date, the Settlement Administrator shall destroy or return to Class Counsel and Counsel for Wells Fargo all documents related to the Action, including all documents it received in connection with this case from the Settling Parties, Class Members, Plaintiff, or any other individuals.

#### **C. Copy of Agreement**

Class Counsel and Counsel for Wells Fargo will provide the Settlement Administrator with a copy of this Agreement which identifies duties to be performed by the Settlement Administrator, as described above.

#### **D. Disputes**

All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be resolved jointly by Class Counsel and Counsel for Wells Fargo consulting in good faith. If Class Counsel and Counsel for Wells Fargo are unable to reach agreement, such disputes shall

be resolved pursuant to Section X(U).

## **VI. SERVICE AWARDS, ATTORNEYS' FEES, AND REIMBURSEMENT OF EXPENSES**

### **A. Fee and Expense Application(s)**

Class Counsel may submit a Fee and Expense Application(s) to the Court for payment of:

(a) an award of attorneys' fees; (b) reimbursement of reasonable and actual expenses incurred in connection with prosecuting the Action; and (c) any Service Award(s).

### **B. Payment of Fee and Expense Award**

Any amounts that are awarded by the Court for attorneys' fees, expenses, or any Service Award(s) shall be paid out of the Settlement Fund, and in no event shall Wells Fargo be required to pay an amount in excess of the \$56,850,000 it deposits to create the Settlement Fund to cover any obligations set forth in the Agreement. Plaintiff and Class Counsel expressly acknowledge that the Court may decline to approve, in whole or in part, any Fee and Expense Applications. The Court may order less than the amount sought for attorneys' fees, expenses, and any Service Award(s), or may award nothing at all. In that event, the remaining terms of this Agreement will remain of full force and effect. The amounts awarded by the Court as the "Fee and Expense Award" shall remain in the Settlement Fund until resolution of all appeals and the Settlement becomes final, at which time the Fee and Expense Award shall be paid by the Settlement Administrator from the Settlement Fund, unless ordered otherwise by the Court.

### **C. No Liability for Attorneys' Fees and Expenses of Class Counsel**

Class Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement or any Fee and Expense Award that the Court may make in the Action, other than as set forth in this Agreement. Similarly, neither the Class Releasees nor their counsel shall have any responsibility for, interest in, or

liability whatsoever with respect to allocation among Class Counsel of any Fee and Expense Award that the Court may make in the Action.

## **VII. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

### **A. Effective Date**

The Effective Date of this Agreement shall be conditioned on the occurrence of all of the following events:

1. Wells Fargo no longer has any right to terminate this Agreement, nor is there a possibility of termination of this Agreement as set forth in Section VII(D) or, if Wells Fargo does have such right, Wells Fargo has given written notice to Class Counsel that it will not exercise such right and Plaintiff, through Class Counsel, no longer has the right to terminate this Agreement pursuant to Section VII(D);

2. The Court has finally approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by California Rules of Court Rule 3.769, and has entered the Final Approval Order and Judgment;

3. The Action is dismissed with prejudice pursuant to the Final Approval Order and Judgment; and

4. All potential appeals relating to the Final Approval Order and the Judgment have finally concluded without material modification of the Final Approval Order or the Judgment. An appeal shall be finally concluded when:

a. If no appeal is taken from the Final Approval Order or Judgment or any portion thereof, the time to appeal therefrom has expired; or

b. If any appeal is taken from the Final Approval Order or Judgment, or any portion thereof, all appeals therefrom, including petitions for rehearing or re-argument, petitions

for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of, and the time to appeal therefrom has expired, in a manner resulting in an affirmation without material modification of the Final Approval Order and Judgment or the Settlement.

**B. Failure of Effective Date**

If any of the conditions specified in Section VII(A) is not met, then this Settlement Agreement shall be cancelled and terminated and any funds deposited with the Settlement Administrator, including any interest thereon accrued, minus the Settlement Administrator's Cost and Expenses incurred, shall be returned to Wells Fargo, subject to and in accordance with the provisions set forth herein unless the Settling Parties mutually agree in writing to proceed with the Settlement.

**C. Objections**

Class Members who wish to object to any aspect of the Settlement, including any Fee and Expense Application, must file with the Court a written statement containing their objections no later than the Objection Deadline and abide by the requirements laid out in the Notice of Settlement. The written objections must also be mailed to the Settlement Administrator with a post-mark date no later than the Objection Deadline. The written statement must include all required information as specified in the Notice of Settlement, including but not limited to a description of all objections to the Settlement, the reasons for said objections, and any legal authority supporting the objections.

Neither the Settling Parties nor any person acting on their behalf shall solicit or otherwise encourage anyone to object to the Settlement, or to appeal from any order of the Court that is consistent with the terms of this Settlement.

#### **D. Termination**

Either Plaintiff, through Class Counsel, or Wells Fargo shall have the right, but not the obligation, to terminate this Agreement if: (1) the Court rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement in a manner that results in a substantial modification to a material term of the proposed Settlement; or (2) any appellate court(s) does not enter or completely affirm, or alters, narrows, or expands, any portion of the Final Approval Order and Judgment, in a manner that results in a substantial modification to a material term of the proposed Settlement. Further, Wells Fargo shall have the right, but not the obligation, to terminate the Agreement if (1) the Court does not enter the Preliminary Approval Order within one hundred and eighty (180) days of Plaintiff's filing the Motion for Preliminary Approval; or (2) the Court does not enter the Final Approval Order and Judgment within one hundred and eighty (180) days of Plaintiff's filing of the Motion for Final Approval. The terminating party must exercise the option to terminate this Agreement, as provided in this Section, by a signed writing served on the other Settling Party no later than ten (10) Days after receiving notice of the event prompting the termination. If, but only if, this Agreement is terminated pursuant to this Section then:

1. The Settling Parties will be returned to their positions *status quo ante* and this Agreement shall be null and void and shall have no force or effect, and all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Plaintiff, Wells Fargo, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Settling Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings; and
2. Neither this Agreement, the fact of its having been made, nor the negotiations

leading to it, shall be admissible or entered into evidence for any purpose whatsoever.

## **VIII. NO ADMISSION OF LIABILITY**

### **A. Final and Complete Resolution**

The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Action, and to compromise claims that are contested. This Agreement shall not be deemed an admission by any Settling Party as to the merits of any claim or defense or any allegation made in the Action.

### **B. Use of Agreement**

The Settling Parties agree that this Agreement, its terms, and the negotiations surrounding this Agreement shall be governed by California Evidence Code §§ 1152 and 1154, Federal Rule of Evidence 408, and any other state-law equivalents, and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, declare, or enforce the rights of the Settling Parties with respect to any provision of this Agreement.

## **IX. REPRESENTATIONS AND WARRANTIES**

A. This Agreement and the Settlement shall be subject to the Court's judicial approval procedures under California Rules of Court Rule 3.769. Until and unless this Agreement is dissolved or becomes null and void by its own terms, or unless otherwise ordered by the Court, or if Final Approval is not achieved, Plaintiff, Class Counsel, Wells Fargo, and counsel for Wells Fargo represent and warrant that they shall take all appropriate steps in the Action necessary to cause the Court to grant Preliminary and Final Approval of this Agreement as promptly as practicable, and shall take or join in such other appropriate steps as may be reasonably necessary

to implement this Agreement and to effectuate the Settlement. This includes the obligation to (a) oppose non-meritorious objections and to defend the Agreement and the Settlement before the Court and on appeal, if any; (b) seek approval of this Agreement and of the Settlement by the Court; (c) move for the entry of the orders required to effectuate Preliminary and Final Approval; and (d) join in requesting the entry of such other orders as are reasonably necessary and appropriate to effectuate this Agreement.

B. Any Fee and Expense Award that Class Counsel may seek upon application to the Court pursuant to this Agreement shall include all attorney's fees and litigation costs that Class Counsel and any of the current and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), representatives, employees, and affiliates of Class Counsel seek or may have any right or claim to in connection with the Action and the Class Released Claims.

C. Plaintiff represents and warrants that other than Class Counsel and Vincent Renda (additional counsel of record for Plaintiff in this Action), there is no other person having any interest in any award of attorney's fees, expenses, or litigation costs in connection with the Action, Agreement, or Settlement.

D. The Settling Parties represent and warrant that they have full authorization and capacity to enter into this Agreement and to carry out the obligations provided for herein. Each Person executing this Agreement on behalf of a Settling Party, entity, or other Person(s) covenants, warrants, and represents that he, she, or it has been fully authorized to do so by that Settling Party, entity, or other Person(s). The Settling Parties represent and warrant that they intend to be bound fully by the terms of this Agreement.

E. Plaintiff and Wells Fargo represent and warrant that they have not, nor will they,

unless expressly authorized to do so by the terms of this Agreement, attempt to void this Agreement in any way.

F. If any Person breaches the terms of any of the representations and warranties in this Section, the Court shall retain jurisdiction over this matter to entertain actions by a Settling Party against such Person for breach or any Settling Party's request for a remedy for such breach.

G. Class Counsel represent and warrant that they have no present intention to seek out, solicit, or pursue individual or class claims against Wells Fargo or any of the Class Releasees with respect to matters within the scope of the Class Released Claims. The Settling Parties understand and agree that nothing in this paragraph imposes or shall be construed to prohibit or restrict Class Counsel from representing persons who seek representation for such claims arising subsequent to the date of this Agreement.

H. The Settling Parties agree to continue to comply with the Protective Order entered in the Action.

I. The undersigned representatives of Wells Fargo represent that they are fully authorized to enter into and to execute this Agreement on behalf of Wells Fargo. Class Counsel, on behalf of Plaintiff and the Class, represent that they are expressly authorized to take all action required or permitted to be taken by or on behalf of the Class pursuant to this Agreement to effectuate its terms and to enter into and execute this Agreement and any modifications or amendments to the Agreement on behalf of the Class that may be appropriate.

## **X. MISCELLANEOUS PROVISIONS**

### **A. Voluntary Settlement**

The Settling Parties agree that the terms of the Settlement as described herein were negotiated in good faith by the Settling Parties and reflect a settlement that was reached voluntarily

after consultation with competent legal counsel.

**B. Reasonable Best Efforts to Effectuate this Settlement**

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

**C. Subsequent Events Impacting Administration**

In the event that there are any developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then such matters shall be dealt with as agreed upon by the Settling Parties, and failing agreement, pursuant to Section X(U).

**D. Binding Effect**

This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by Plaintiff shall be binding upon all Class Members.

**E. Notices**

All notices and responses to notices under this Agreement shall be in writing. Each such notice or response shall be given either by mail or by email unless otherwise specified herein or in the notice to the Class; and, if directed to any Class Member, shall be addressed to Class Counsel. The emails for the Class Counsel are set forth below. If directed to Wells Fargo, notices and responses shall be addressed to Counsel for Wells Fargo at the email addresses set forth below or such other email addresses as Class Counsel or Wells Fargo may designate, from time to time, by giving notice to all Settling Parties hereto in the manner described in this paragraph.

The email addresses for Class Counsel are:

Andrew Brown, andrewb@thebrownlawfirm.com

Russell Thompson, rthompson@thompsonconsumerlaw.com

The email addresses for Counsel for Wells Fargo are:

Enu Mainigi, emainigi@wc.com

Craig Singer, csinger@wc.com

Suzanne Salgado, ssalgado@wc.com

Mark Lonergan, mark.lonergan@stinson.com

Rebecca Saelao, rebecca.saelao@stinson.com

#### **F. No Party Deemed to Be the Drafter**

None of the Settling Parties shall be deemed to be the drafter of this Agreement or any provision of this Agreement for the purpose of any statute, case law, rule of interpretation, or construction that would or might cause any provision to be construed against the drafter.

#### **G. Choice of Law**

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

#### **H. Amendment**

This Agreement shall not be modified in any respect except by a writing executed by Wells Fargo, or at Wells Fargo's election, Counsel for Wells Fargo, and Plaintiff or Class Counsel, and

the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. Should an amendment occur before Final Approval, the Settling Parties shall file a notice with the Court and notify the Class through a posting on the Class Action Website.

**I. Waiver**

The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

**J. Execution in Counterparts**

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Settling Parties shall exchange among themselves original signed counterparts and a complete set of executed counterparts shall be filed with the Court.

**K. Integrated Agreement**

This Agreement constitutes the entire agreement between the Settling Parties with respect to the Settlement. This Agreement supersedes all prior negotiations and agreements with respect to the Settlement. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

**L. Attorney's Fees and Costs**

Except as otherwise expressly provided in this Agreement, each party shall bear its own costs and attorney's fees.

**M. Intended Beneficiaries**

No provision of this Agreement shall provide any rights to, or be enforceable by, any Person that is not the Plaintiff, a Class Member, Wells Fargo, one of the Class Releasees, Class Counsel, or Counsel for Wells Fargo, except that this Agreement will be binding upon and inure to the benefit of the successors and assigns of the Settling Parties. No Class Representative, Class Member, or Class Counsel may assign or otherwise convey any right to enforce any provision of this Agreement.

**N. Regular Course of Business**

The Settling Parties agree that nothing in this Agreement shall be construed to prohibit communications between Class Releasees, on the one hand, and Class Members, on the other hand, in the regular course of business.

**O. Tax Consequences**

No representations or advice regarding the tax consequences of this Agreement have been provided by any Settling Party. The Settling Parties further understand and agree that each Settling Party, each Class Member, Class Counsel, and Plaintiff shall be responsible for his, her, its, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement.

**P. Qualified Settlement Fund**

The Settling Parties agree that the Settlement Fund in the Escrow Account shall be maintained as a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468 B-1 at all times after the creation of the Escrow Account, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the

Settlement Fund any taxes owed with respect to the Settlement Fund. Defendant shall have no obligation to replenish the Settlement Fund as a result of any taxes owed or paid out of the Settlement Fund or for any other reason. The Settling Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

**Q. Taxes for the Settlement Fund**

All taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an administrative expense, and shall be timely paid by the Settlement Administrator without prior order of the Court.

**R. Bankruptcy Proceedings**

1. The Settling Parties agree that any Class Member who is in active bankruptcy proceedings or previously was a party to bankruptcy proceedings during the period of time covered in the definition of the Class may only participate in the Settlement subject to applicable bankruptcy law and procedures. Wells Fargo is under no obligation to identify such Class Members or notify any bankruptcy court that has, had, or may have jurisdiction over such Class Member's bankruptcy proceedings or any trustee or examiner appointed in such Class Member's bankruptcy proceedings of this Agreement or the benefits conferred by the Agreement and the Settlement.

2. The Settling Parties agree that any dispute concerning the rights of any bankruptcy estate to the proceeds of any payment under the Settlement or Service Award(s) shall be adjudicated by the applicable Bankruptcy Court. The Settlement Administrator shall follow any direction of the Bankruptcy Court with respect to the proceeds of any payment or Service

Award(s).

**S. No Conflict Intended; Headings**

Any inconsistency between this Agreement and the exhibits attached hereto shall be resolved in favor of this Agreement. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

**T. Class Member Obligations**

Under no circumstances shall the Settlement or Agreement or any release herein be deemed to alter, amend, or change the terms and conditions of any account or loan to which any Class Member is or was a party, or to provide any Class Member a defense to any action to collect any such loan.

**U. Further Disputes**

If any disputes arise out of the finalization of the settlement documentation, said disputes are to be resolved by Mediator Hunter Hughes by way of expedited telephonic mediation, and if mediation is unsuccessful, then by the Court. If any such issues relate only to a disagreement among Class Counsel or any Class Members, Wells Fargo shall not be responsible for any part of the cost of resolving such disputes by mediation or otherwise.

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IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have entered into this Agreement as of the date first below written, and have executed this Agreement on the date indicated below each respective signature.

PLAINTIFF MICHAEL STOFF

By:



Michael Stoff

Date: 11/12, 2025

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DEFENDANT WELLS FARGO BANK, N.A.

By: Signed by:

 Leber Santos  
A131B7B60B2C435...

Title: SEVP, CEO of Consumer Lending

Date: 11/13/2025, 2025

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# **EXHIBIT 1**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

*A California State Court authorized this notice. This is not a solicitation from a lawyer.*

***Stoff v. Wells Fargo Bank, N.A., Case No. 37-2020-00020808-CU-BT-CTL***

**Superior Court of California, County of San Diego**

This Notice describes the above-referenced class action lawsuit, the proposed Settlement, and what to do if you want to (i) receive payment or (ii) object to the Settlement.

The Superior Court of California, County of San Diego (the “Court”) will decide whether to approve the settlement. Payments will be distributed to Class Members (as further described below) if the Court approves the settlement and after appeals, if any, are resolved in favor of the settlement. Please be patient.

**YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR YOU DO NOT ACT.  
PLEASE READ THIS ENTIRE NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A SETTLEMENT CHECK</b>	Even if you do nothing, you will be included in the Settlement, and you will receive an Automatic Payment from the Settlement Fund. If the Settlement is granted final approval by the Court, then you will release the claims described in Section 13 below.
<b>OBJECT TO THE SETTLEMENT</b>	If you want to object because you believe the Settlement is unfair or inadequate, you may <b>file</b> a written objection to the Settlement with the Court, on or before the Objection Deadline, which is 75 days after the Court issues a Preliminary Approval Order. (See Section 12)
<b>GO TO A HEARING</b>	If you want to speak at the Final Approval Hearing, you must file a written Notice of Intention to Appear which must be <b>filed</b> , and <b>postmarked</b> on or before the Objection Deadline, which is 75 days after the Court issues a Preliminary Approval Order.

**THESE OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE FURTHER DETAILED IN THIS NOTICE.**

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## BASIC INFORMATION

### 1. WHY AM I RECEIVING THIS NOTICE?

A Court authorized this notice because you have a right to know about a proposed Settlement of the class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement.<sup>1</sup> This notice explains the lawsuit, the Settlement, and your legal rights. Judge Katherine A. Bacal of the Superior Court of California, County of San Diego is overseeing the case and has exclusive jurisdiction over the Settlement. The lawsuit is known as *Stoff v. Wells Fargo Bank, N.A.*, Case No. 37-2020-00020808-CU-BT-CTL.

### 2. WHAT IS THIS LAWSUIT ABOUT?

The Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. 116-136, § 4021, 134 Stat. 281, 489 (Mar. 27, 2020) required furnishers like Wells Fargo to provide accommodations to certain consumers under the CARES Act, including CARES Act forbearances, and required furnishers who made an “accommodation with respect to 1 or more payments on a credit obligation or account of a consumer” to “report the credit obligation or account as current” unless “the credit obligation or account was delinquent before the accommodation.” Wells Fargo provided CARES Act forbearances to Class Members.

On June 18, 2020, Plaintiff filed a class action complaint against Wells Fargo in the Superior Court of California, County of San Diego. Plaintiff contends that the information Wells Fargo furnished to consumer reporting agencies about Class Members failed to comply with the CARES Act, that such information was inaccurate or incomplete, and that such borrowers were damaged as a result. Wells Fargo denies each and all of the claims and allegations of wrongdoing made by Plaintiff; denies that it has violated any law; denies that it has engaged in any wrongdoing or any other act or omission that would give rise to liability or cause Plaintiff or other Class Members injuries, damages, or entitlement to any relief; denies that it furnished inaccurate or incomplete information to consumer reporting agencies; and denies that the requirements for certification of a class are satisfied.

The operative Third Amended Complaint filed in the lawsuit, which provides greater details about Plaintiff’s claims, can be viewed on the Settlement Website at <https://www.caresactlitigation.com/>.

### 3. WHY IS THIS LAWSUIT A CLASS ACTION?

Class action lawsuits allow a large number of people with a common claim to sue collectively while being represented by a member or members of the group called the “Class Representatives.”

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<sup>1</sup> All terms contained herein shall have the same meanings as set forth in the Settlement Agreement, which is available on the Settlement Website at <https://www.caresactlitigation.com/>.

In this case, the Class Representative has brought the lawsuit on behalf of himself and others with similar claims. Together, all of the individuals with similar claims are referred to as “Class Members.”

#### 4. WHAT ARE THE REASONS FOR THE SETTLEMENT?

Plaintiff and Class Counsel believe this Settlement provides a fair and reasonable resolution of the claims asserted in the lawsuit for the benefit of the Class.

The Court has not ruled in favor of either the Plaintiff or Wells Fargo. Instead, both sides agreed to a Settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this Settlement after litigating the case for over five years, conducting formal and informal discovery, and with the assistance of an experienced neutral mediator.

By agreeing to the Settlement, the parties avoid the costs, delay, and uncertainty of further litigation, and Class Members receive the benefits described in this Notice.

Wells Fargo denies any wrongdoing and the Settlement shall in no event be construed or deemed to be evidence or an admission or concession on the part of Wells Fargo with respect to any claim or of any fault, liability, wrongdoing, or damage.

#### THE SETTLEMENT

#### 5. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The “Settlement Class” or “Class” means the class as certified by the Court on February 5, 2024, which includes (a) “[a]ll mortgag[ors] with a mortgage on property located in California whose accounts were ‘current,’ who received a CARES Act forbearance on or after March 27, 2020, and whose accounts were reported as ‘in forbearance’ (or something similar) by [Wells Fargo] to a consumer reporting agency,”<sup>2</sup> and (b) are not the Judge assigned to this case.

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<sup>2</sup> For purposes of this definition, an account was “current” if, at the time the borrower initially contacted Wells Fargo regarding a CARES Act forbearance, the borrower’s mortgage payment was between 0 and 29 days past due. Further, for purposes of this definition, “mortgagors with a mortgage on property located in California” are California residents with a Wells Fargo mortgage on property in California based on Wells Fargo’s records.

## 6. WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?

Under the Settlement, Wells Fargo has agreed to establish a Settlement Fund totaling fifty-six million eight hundred fifty thousand dollars (\$56,850,000.00) to provide the following benefits as consideration for the resolution and release of the Class Members' claims:

- The Settlement Fund will first be used to pay any Fee and Expense Awards to Class Counsel approved by the Court, including any Service Award(s) approved by the Court; and the Claims Administrator's costs and expenses. The Net Settlement Amount is all remaining amounts in the Settlement Fund, including interest, available for distribution to Class Members after payment of any Fee and Expense Awards approved by the Court and the Settlement Administrator's Cost and Expenses.
- Each Class Member will be distributed a Settlement Share, determined by dividing the Net Settlement Amount by the number of Class Members, such that each Class Member receives an equal *pro rata* share.
- Settlement Share checks will be mailed to class members without the need for claim forms or documentary proof. Class Members will have 90 days to cash the Settlement Share checks, after which the checks will be voided.

If the Settlement Fund has a remaining amount after paying the Net Settlement Amount, any Fee and Expense Awards, including any Service Award(s), and the Claims Administrator's costs and expenses, the remaining funds will be distributed evenly to Class Members who cashed a previous Settlement check, unless those Class Members would receive less than \$5 each of Remaining Amounts. Any monies that remain in the Settlement Fund ninety (90) days after the Settlement Administrator distributes Remaining Amounts (or upon determination that Class Members would receive less than \$5) shall be distributed to a non-profit organization (*cy pres* recipient) approved by the Court.

In return for the benefits in this Settlement, if the Settlement is approved, all Class Members will release Wells Fargo from the claims as set forth in the Settlement Agreement, and the Action will be dismissed with prejudice.

## 7. DO I NEED TO DO ANYTHING TO RECEIVE A PAYMENT?

**You do not need to take any action to receive a Settlement Share.** If the Settlement is approved by the Court, the Claims Administrator will mail the Settlement Share checks to Class Members.

## 8. HOW WILL THIS SETTLEMENT AFFECT MY RIGHTS?

If this Settlement is granted final approval by the Court, then you will release certain claims against Wells Fargo as set forth in the Settlement Agreement and described in Section 13 below.

## THE LAWYERS REPRESENTING YOU

### 9. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has appointed the following lawyers to represent you and the other Class Members as “Class Counsel.” You can contact Class Counsel at the address or phone number listed below. They are:

Andrew J. Brown  
Law Offices of Andrew J. Brown  
501 W. Broadway, Ste. 1490  
San Diego, CA 92101  
T : (619) 501-6550  
andrewb@thebrownlawfirm.com

Russell S. Thompson, IV  
Thompson Consumer Law Firm P.C.  
11445 E Via Linda, Ste 2 #492a  
Scottsdale, AZ 85249  
T: (888) 332-7252  
rthompson@thompsonconsumerlaw.com

You will not be charged for contacting these lawyers. If you want to be represented by a different lawyer, you may hire one at your own expense.

### 10. HOW WILL THE LAWYERS BE PAID FOR THEIR SERVICES?

Class Counsel will apply to the Court for an award of attorneys’ fees and expenses to compensate them for their legal services and expenses incurred in this matter. Class Counsel anticipates Settlement Administrator fees of approximately \$XXX,000. Class Counsel will seek attorney fees in an amount not to exceed 30% of the Settlement Fund, and reimbursement of expenses not to exceed \$165,000. Class Counsel will also seek service awards totaling no more than \$100,000—no more than \$92,000 for Stoff (Class Representative); no more than \$2,000 each for two Class Members in recognition of the time and effort those Class Members provided in this lawsuit for the benefit of the Class, including appearing for depositions; and no more than \$1,000 each for four Class Members in recognition of the time and effort those Class Members provided in this lawsuit for the benefit of the Class. The application for an award of attorneys’ fees and expenses, and service awards will be posted to the Settlement Website at <https://www.caresactlitigation.com/>.

Any fee and expense awards approved by the Court will be paid out of the Settlement Fund.

**11. WILL THE CLASS REPRESENTATIVE OR CERTAIN SPECIFIED CLASS MEMBERS RECEIVE SERVICE AWARDS?**

Class Counsel will file an application for Service Award(s) to be paid to the Class Representative and certain specified Class Members in recognition of the time and effort those Class Members provided in this lawsuit on behalf of the Class. The application for Service Award(s) will be posted to the Settlement Website at <https://www.caresactlitigation.com/>.

Any Service Award(s) approved by the Court will be paid out of the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

**12. HOW DO I INFORM THE COURT IF I OBJECT TO THE SETTLEMENT?**

As a Class Member, you can object to any part of the Settlement. You can give reasons why you think the Court should not approve the entire Settlement or any part of it.

To object, you must timely file a written objection with the Court and mail the same to the Claims Administrator at the following address:

Wells Fargo CARES Act Mortgage Credit Reporting Class Action  
c/o A.B. Data, Ltd.  
P.O. Box 173008  
Milwaukee, WI 53217

The objection must be filed on or before the Objection Deadline, which is 75 days after the Court issues a Preliminary Approval Order, and mailed to the Claims Administrator, Class Counsel, and Counsel for Wells Fargo with a post-mark date no later than the Objection Deadline.

Your objection must state the following:

1. Your name, address, and telephone number;
2. A statement that you object to the Settlement in whole or in part in *Stoff v. Wells Fargo Bank, N.A.*, Case No. 37-2020-00020808-CU-BT-CTL, and describing the nature of your objection;
3. The specific grounds for your objection;
4. Any legal authority that supports your objection; and
5. Your signature and date.

Class Counsel and/or Counsel for Wells Fargo may file responses to any objections that are timely

submitted.

If you wish to appear at the Final Approval Hearing, you (or your attorney) must file a Notice of Intention to Appear with the Court indicating that you (or your attorney) would like to speak at the hearing. The Notice of Intention to Appear must be filed with the Court on or before the Objection Deadline.

You (or your attorney) must file your written objection and any additional documents required above with Judge Katherine A. Bacal, Hall of Justice, Third Floor, 330 W Broadway San Diego, CA 92101, with copies of any submissions provided to Class Counsel and Counsel for Wells Fargo at the addresses set forth above.

#### **RELEASE OF CLAIMS**

##### **13. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?**

Upon Final Approval of the Settlement by the Court, each Class Member releases Wells Fargo from all claims asserted in the Action and from any and all past and/or present claims, lawsuits, and complaints of any kind resulting from, arising from, or relating in any way to Wells Fargo's furnishing of information to credit reporting agencies with respect to mortgage loans in CARES Act forbearance.

This is only a summary of the settlement release. You can find the full settlement release in the Settlement Agreement, which is available on the Settlement Website at <https://www.caresactlitigation.com/>

#### **THE FINAL APPROVAL HEARING**

##### **14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO GRANT FINAL APPROVAL OF THE SETTLEMENT?**

The Court has scheduled a Final Approval Hearing for [INSERT DATE AND TIME AND LOCATION]. The hearing date and time is subject to change. Updates to the date and time will be posted to the Settlement Website at <https://www.caresactlitigation.com/>.

At the Final Approval Hearing, the Court will consider granting final approval of the Settlement based on whether it is fair, reasonable, and adequate. The Court will also consider requests by Class Counsel for attorneys' fees and expenses related to the litigation, and any Service Award(s). If there are timely and complete objections, the Court will consider those objections at the hearing as well.

At or after the hearing, a decision will be made whether to grant final approval of the Settlement. It is not known how long it will take for the Court to decide. Class Members should visit the

Settlement Website at <https://www.caresactlitigation.com/> to stay updated about the current status of the case.

#### 15. DO I HAVE TO ATTEND THE HEARING?

No. Attending the hearing is not required, but you are welcome to attend at your own expense.

If you send an objection, you do not have to come to Court to talk about it. As long as your objection is timely and complies with the requirements set forth in this Notice and the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend.

### GETTING MORE INFORMATION

#### 16. HOW DO I GET MORE INFORMATION?

This Notice is only a summary of the proposed Settlement. More details regarding the terms of the Settlement can be found in the Settlement Agreement posted on the Settlement Website at <https://www.caresactlitigation.com/>. Updates, including any modifications to the schedule or the Settlement Agreement, will be posted on the Settlement Website.

You may also contact the Claims Administrator by calling the toll-free number, 1-877-307-7268, emailing at [info@CaresActLitigation.com](mailto:info@CaresActLitigation.com), or by writing to Wells Fargo CARES Act Mortgage Credit Reporting Class Action c/o A.B. Data, Ltd., P.O. Box 173008, Milwaukee, WI 53217.

You may also contact Class Counsel directly using the information provided in Question 9 of this Notice.

**\*\*\*\*Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information\*\*\*\***

# **EXHIBIT 2**

<p style="text-align: center;"><u>LEGAL NOTICE</u></p> <p style="text-align: center;"><i>Stoff v. Wells Fargo Bank, N.A., Superior Court of California County of San Diego Case No. 37-2020-00020808-CU-BT-CTL</i></p> <p style="text-align: center;"><b>Notice of Class Action Settlement</b></p> <p><i>A California Court authorized this notice. You are <u>not</u> being sued. You have been identified as a member of a class action. This is <u>not</u> a solicitation from a lawyer.</i></p> <p><i>See contents for details. For complete information, visit <a href="http://www.CaresActLitigation.com">www.CaresActLitigation.com</a>.</i></p>	<p style="text-align: center;">First-Class Mail US Postage Paid Permit # <u>      </u></p> <p style="text-align: center;">&lt;&lt;FIRST&gt;&gt;&lt;&lt;LAST&gt;&gt; &lt;&lt;ADDR1&gt;&gt;&lt;&lt;ADDR2&gt;&gt; &lt;&lt;CITY&gt;&gt;&lt;&lt;ST&gt;&gt;&lt;&lt;ZIP&gt;&gt; &lt;&lt;COUNTRY&gt;&gt;</p>
<p>You have been identified as a Class Member in a class action settlement of a lawsuit against Wells Fargo Bank, N.A. ("Wells Fargo"). The lawsuit claims Wells Fargo violated the California Consumer Credit Reporting Agencies Act ("CCRAA"), at Cal. Civ. Code § 1785.25(a), by furnishing information to consumer credit reporting agencies that it knew or should have known was incomplete or inaccurate. More specifically, it alleges that Wells Fargo, as part of its COVID-19 credit reporting, unlawfully furnished information to the credit bureaus indicating that consumers with current Wells Fargo mortgages were in forbearance. Wells Fargo denies the allegations and claims. The parties have now reached a settlement, the Court granted preliminary approval of the settlement, and the Court will decide whether to give final approval of the settlement at the Final Approval Hearing set for [Date/Time/Location].</p> <p><b>Why am I being contacted?</b> Wells Fargo's records identified you as a "Class Member." Thus, you have a right to know about a proposed Settlement of the class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. This notice summarizes the lawsuit, the Settlement, and your legal rights. You can visit <a href="http://www.CaresActLitigation.com">www.CaresActLitigation.com</a> for more details, including a copy of the Settlement Agreement.</p> <p><b>What benefits does the Settlement provide?</b> Wells Fargo has agreed to establish a Settlement Fund totaling \$56,850,000.00. This amount will first be used to pay any Fee (not to exceed 30% of the Settlement Fund) and Expense (not to exceed \$165,000) Awards to Class Counsel approved by the Court; including any Service Award(s) (no more than \$100,000) approved by the Court; and the Claims Administrator's costs and expenses (approximately <u>XXX,000</u>). Each Class Member will then receive an equal <i>pro rata</i> share of the remaining funds by check sent through U.S. mail.</p> <p><b>What are my options? <u>Do Nothing</u>.</b> If you do nothing and the Settlement is granted final approval by the Court, you will receive a <i>pro rata</i> Payment from the Settlement Fund and release the claims described in the Settlement Agreement. <b>Object.</b> If you believe the Settlement is unfair or inadequate, you may file a written objection to the Settlement with the Court, on or before the Objection Deadline, which is 75 days after the Preliminary Approval Order. <b>Go to a Hearing.</b> If you file an objection and if you want to speak at the Final Approval Hearing either to oppose or support the settlement, you must file a written Notice of Intention to Appear which must be filed, and postmarked on or before the Objection Deadline, which is 75 days after the Preliminary Approval Order.</p> <p><b>Do I have a lawyer?</b> Yes. The Court has appointed Russell S. Thompson, IV (Thompson Consumer Law Group, PC; (602) 388-8898; <a href="mailto:rthompson@thompsonconsumerlaw.com">rthompson@thompsonconsumerlaw.com</a>) and Andrew J. Brown (Law Offices of Andrew J. Brown; (619) 501-6550; <a href="mailto:andrewb@thebrownlawfirm.com">andrewb@thebrownlawfirm.com</a>) to represent you as "Class Counsel." You will not be charged by these lawyers. You can hire your own lawyer to make an appearance in the lawsuit, but you'll need to pay your own legal fees.</p> <p style="text-align: center;"><b><u>NOTE: This notice is a summary only. Visit <a href="http://www.CaresActLitigation.com">www.CaresActLitigation.com</a> or call 1-877-307-7268 for complete information.</u></b></p>	

# **EXHIBIT 3**

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SUPERIOR COURT OF CALIFORNIA

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COUNTY OF SAN DIEGO

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MICHAEL STOFF, an individual, on behalf of  
himself and all others similarly situated,

11

Plaintiff,

12

vs.

13

WELLS FARGO BANK, N.A.

14

Defendants.

15

Case No. 37-2020-00020808-CU-BT-CTL  
Assigned for All Purposes to:  
Hon. Katherine Bacal  
Dept. C-63

16

**[PROPOSED] ORDER PRELIMINARILY  
APPROVING SETTLEMENT**

17

**[UNOPPOSED]**

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Action Filed: June 18, 2020

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1 Plaintiff Michael Stoff (“Plaintiff”) and Defendant Wells Fargo Bank, N.A. (“Defendant”)  
2 (collectively, the “Parties”) have reached a proposed settlement, which is set forth in the Parties’  
3 Settlement Agreement. Now before the Court is Plaintiff’s motion for preliminary approval of the  
4 Settlement. The Court has considered the Parties’ papers, relevant legal authority, and the record in  
5 this case, and the Court hereby GRANTS the request and preliminarily approves the Settlement  
6 Agreement.

7 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

8 1. This Order hereby incorporates all defined terms as set forth in the Settlement Agreement,  
9 and all capitalized terms used herein shall have the same meaning as set forth in the  
10 Settlement Agreement;

11 2. This Court has jurisdiction over the subject matter of this litigation and over the Settling  
12 Parties.

13 **Settlement**

14 3. The Court does hereby preliminarily approve the Settlement and its exhibits, subject to  
15 further consideration at the Final Approval Hearing described below and directs the Settling  
16 Parties to perform and satisfy the terms and conditions of the Settlement Agreement that are  
17 hereby triggered.

18 4. This Court preliminarily finds that the Settlement meets the requirements of California law,  
19 as the Settlement appears to have been negotiated at arms’ length; the relief provided for the  
20 Class is adequate; the Settlement does not improperly grant preferential treatment to the  
21 Class Representatives or segments of the Class; and it appears to be fair, reasonable, and  
22 adequate.

23 **Class Notice**

24 5. The Court approves, as to form and content, the Class Notice attached as Exhibits 1 and 2 to

1 the Settlement Agreement. The Court further finds that the proposed Notice Plan, including  
2 the form of the proposed Class Notice, substantially meets the requirements of California  
3 Rule of Court 3.769(f) and due process, is the best notice practicable under the  
4 circumstances, and shall constitute due process and sufficient notice to all persons entitled  
5 thereto.

6

- 7 6. The Court confirms and appoints AB Data as the Administrator to administer the terms of  
8 the Settlement Agreement and to notify and pay Class Members. The Administrator shall  
9 commence all aspects of the approved Notice Plan, including mailing direct notice and  
10 maintaining a dedicated website, as more fully set forth in the Declaration Regarding  
11 Dissemination of Class Notice, in accordance with the schedule set forth below.
- 12 7. No later than thirty (30) days from Preliminary Approval, the Administrator shall have  
13 completed the Notice Plan to the Class by sending direct notice to all Class Members by  
14 United States Postal Service, substantially in the form as Exhibit 2 to the Settlement  
15 Agreement and by posting the long form notice attached as Exhibit 1 to the Settlement  
16 Agreement on the dedicated settlement website (“Notice Deadline”). The Settlement  
17 Administrator will use reasonable efforts to update and confirm the accuracy of the Class  
18 Members’ contact information provided by Wells Fargo through the United States Postal  
19 Service change of address system.
- 20 8. All reasonable expenses incurred in identifying and notifying members of the Class, as well  
21 as administering and distributing the settlement funds, shall be paid for as set forth in the  
22 Settlement Agreement.
- 23 9. No later than sixteen (16) Court days before the Final Approval Hearing, Class Counsel shall  
24 file with the Court a declaration from a representative of the Administrator confirming that  
25 the Notice Plan has been accomplished in accordance with the Settlement Agreement and

1 this order (“Notice Declaration”).

2 **Final Approval Hearing**

3 10. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_, 2026, at  
4 \_\_\_\_\_ a.m./p.m., at Hall of Justice, Third Floor, 330 W Broadway San Diego, CA 92101, to  
5 determine whether the proposed Settlement on the terms and conditions provided for in the  
6 Settlement Agreement is fair, reasonable, and adequate to the Class Members and should be  
7 approved by the Court; whether final judgment should be entered; the amount of the Fee and  
8 Expense Award that should be awarded to Class Counsel and any Class Representatives.  
9 Attendance at the Final Approval Hearing is not mandatory and Class Members need not  
10 appear or take any other action to indicate their approval of the Settlement Agreement. The  
11 Court may change the date or time of the Final Approval Hearing without further notice to  
12 the Class, except all such information shall be posted on the Settlement website.  
13

14 **Objections**

15 11. No Class Member timely requested exclusion from the Certified Class. Any member of the  
16 Class may object to the fairness, reasonableness, or adequacy of the Settlement Agreement  
17 including objections to the Fee and Expense Award Application(s) for attorneys’ fees,  
18 reimbursement of costs and expenses, and any service award(s). All written objections and  
19 supporting papers must (a) clearly identify the case name and number—*Stoff v. Wells Fargo*  
20 *Bank, N.A.*, Case No. 37-2020-00020808-CU-BT-CTL, (b) be submitted to the Court by  
21 mailing them to the Clerk, Superior Court of California, County of San Diego, located at  
22 \_\_\_\_\_ and (c) be filed or postmarked no later than forty-five (45) days from  
23 the Notice Deadline.

24 For an objection to be considered, the objection must set forth:  
25

26 a. The objector’s name, address, and telephone number;  
27

1 b. A statement that the objector objects to the Settlement or a part thereof in *Stoff v.*  
2 *Wells Fargo Bank, N.A.*, Case No. 37-2020-00020808-CU-BT-CTL, and describing  
3 the nature of the objection;  
4 c. The specific grounds for the objection;  
5 d. Any legal authority that supports the objection; and,  
6 e. The objector's signature and date.  
7

8 12. Class Counsel shall file their responses to any objections to the Settlement Agreement, or to  
9 the Fee and Expense Award Application(s) for attorneys' fees, reimbursement of costs and  
10 expenses, and any service award(s), no later than seven (7) days before the Final Approval  
11 Hearing.

## **Other Provisions**

13 13. All non-settlement-related proceedings in this action remain stayed pending final approval  
14 of the proposed Settlement.

15 14. Class Counsel shall file their Fee and Expense Award Application(s) for attorneys' fees,  
16 reimbursement of costs and expenses, and any service award(s), and all supporting  
17 documentation and papers, no later than forty-five (45) days after the Notice Deadline.

18 15. Class Counsel shall file their motion for final approval of the Settlement, and all supporting  
19 documentation and papers, no later than sixteen (16) Court days before the Final Approval  
20 Hearing.

21 16. If for any reason the Settlement Agreement is not finally approved by the Court, each Party's  
22 rights to litigate will be restored to the same extent as if the Settlement Agreement had never  
23 been entered into.

24 17. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the  
25 negotiations or proceedings connected with it, shall be construed as an admission or  
26 concession by Plaintiff or Defendant of the truth or falsity of any of the allegations in this  
27 lawsuit, or of any liability, fault, or wrongdoing of any kind.

1 18. Upon Final Approval of the Settlement by the Court, each Class Member releases Wells  
2 Fargo from all claims asserted in the Action and from any and all past and/or present claims,  
3 lawsuits, and complaints of any kind resulting from, arising from, or relating in any way to  
4 Wells Fargo's furnishing of information to credit reporting agencies with respect to  
5 mortgage loans in CARES Act forbearance.

6 19. All Class Members shall be bound by all determinations and orders in this lawsuit  
7 concerning the Settlement, whether favorable or unfavorable to the Class Members.

## Schedule and Procedures

9       20. The Court adopts the procedures set forth in the Settlement Agreement and adopts the  
10      following schedules and deadlines:

Event	Date
Preliminary Approval	Date of entry of this Order (see below)
Deadline for Wells Fargo to make the Settlement Fund deposit	15 business days after Preliminary Approval
Notice Deadline (Date by which the Administrator must complete the Notice Plan)	30 calendar days after Preliminary Approval
Deadline for filing Fee and Expense Award Application(s) for attorneys' fees, reimbursement of costs and expenses, and any Service Award(s)	45 calendar days after the Notice Deadline (75 calendar days after Preliminary Approval)
Deadline to file objections to the Settlement or to the Fee and Expense Award Application(s) for attorneys' fees, reimbursement of costs and expenses, and any service award(s)	45 calendar days after the Notice Deadline (75 calendar days after Preliminary Approval)
Deadline for Class Counsel to file motion for Final Approval	16 Court days before Final Approval Hearing
Deadline for Class Counsel to file Notice Declaration from the Administrator	16 Court days before Final Approval Hearing
Last day to respond to any objections to the Settlement Agreement, including objections to the Fee and Expense Award Application(s) for attorneys' fees, reimbursement of costs and expenses, and any service award(s)	7 calendar days before Final Approval Hearing
Final Approval Hearing	_____, 2026, at ____ a.m./p.m.

1       21. The Court reserves the right to modify this schedule or adjourn, continue, or otherwise  
2       change the date or time of the Final Approval Hearing, with notice to the Class Members  
3       provided through the Settlement Website.

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Date: \_\_\_\_\_

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Honorable Katherine A. Bacal

## Certificate Of Completion

Envelope Id: 472F9814-1024-45AA-BD49-FF8F45935E2E Status: Completed

Subject: Complete with DocuSign: 2025.11.12 - EXECUTION COPY - Stoff Settlement Agreement -with Exhibits.pdf

Source Envelope:

Document Pages: 55

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 0

Tina Mitchell

AutoNav: Enabled

333 Market Street

EnvelopeId Stamping: Enabled

San Francisco, CA 94105

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tina.M.Mitchell@wellsfargo.com

IP Address: 199.247.42.201

## Record Tracking

Status: Original

Holder: Tina Mitchell

Location: DocuSign

11/12/2025 10:48:18 AM

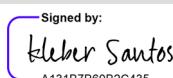
Tina.M.Mitchell@wellsfargo.com

### Signer Events

#### Signature

#### Timestamp

Kleber Santos



Sent: 11/12/2025 10:53:16 AM

kleber.santos@wellsfargo.com

Viewed: 11/13/2025 4:58:08 AM

SEVP, CEO of Consumer Lending

Signed: 11/13/2025 4:58:25 AM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 168.149.151.148

### Electronic Record and Signature Disclosure:

Accepted: 11/13/2025 4:58:08 AM

ID: fd69d4f9-af86-4cca-99a5-af513444f9d8

### In Person Signer Events

#### Signature

#### Timestamp

### Editor Delivery Events

#### Status

#### Timestamp

### Agent Delivery Events

#### Status

#### Timestamp

### Intermediary Delivery Events

#### Status

#### Timestamp

### Certified Delivery Events

#### Status

#### Timestamp

### Carbon Copy Events

#### Status

#### Timestamp

### Witness Events

#### Signature

#### Timestamp

### Notary Events

#### Signature

#### Timestamp

### Envelope Summary Events

#### Status

#### Timestamps

Envelope Sent

Hashed/Encrypted

11/12/2025 10:53:16 AM

Certified Delivered

Security Checked

11/13/2025 4:58:08 AM

Signing Complete

Security Checked

11/13/2025 4:58:25 AM

Completed

Security Checked

11/13/2025 4:58:25 AM

### Payment Events

#### Status

#### Timestamps

### Electronic Record and Signature Disclosure

# Electronic Record and Signature Disclosure

**Last updated:** April 26, 2021

You are entitled by law to receive certain information “in writing.” However, we may instead provide this information to you electronically with your prior consent. We also need your consent to use electronic signatures. In this consent (the “Consent”), “we,” “us,” “our,” and “Wells Fargo” refer to Wells Fargo Bank, N.A. and any affiliate or subsidiary of Wells Fargo Bank, N.A. “You” and “your” refer to the person agreeing to this Consent.

1. **Scope.** In our sole discretion, we may provide to you, or you may sign, submit, or agree to at our request, certain documents, records, disclosures, notices, communications, agreements, fee schedules, statements, and other information in electronic form through the DocuSign system (“Electronic Records”). We may also use electronic signatures and obtain them from you through the DocuSign system (“Electronic Signatures”). You may receive emails related to the Electronic Records and Electronic Signatures. This Consent applies to any Electronic Records or Electronic Signatures in connection with the signing event on the DocuSign system associated with this Consent (the “Signing Event”).
2. **Paper Copies.** We will not send you paper copies of any Electronic Records unless we, in our sole discretion, deem it appropriate to do so. If you desire a paper copy of an Electronic Record, you may: (a) download or print the Electronic Record after the Signing Event; or (b) contact the appropriate customer service unit and request a paper copy, for which we may charge you a fee unless prohibited by law. Any such fee will be disclosed at the time of request.
3. **Your Email Address.** To update your email address before completing the Signing Event: (a) if you arrived at the Signing Event through Wells Fargo Online® or a similar online system, follow the appropriate procedure for that system to update your email address; or (b) if you arrived at the Signing Event through a link in an email you received, please contact the Wells Fargo representative associated with that email.
4. **Withdrawal.** This Consent only applies to the Signing Event, and you will not be able to withdraw this Consent after you have completed the Signing Event. If you do not wish to agree to this Consent, you may decline to continue with the Signing Event.
5. **Software and Hardware Requirements.** To use Electronic Records and Electronic Signatures, you must meet the current minimum DocuSign system requirements, which can be found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. In addition, you must have:
  - A web browser listed on the Wells Fargo Supported Browsers and Operating Systems page (<https://www.wellsfargo.com/help/online-banking/browser-supported>);
  - An Internet connection;
  - An active email account;
  - A currently supported version of a program that accurately displays PDF files;
  - A computer or other device and an operating system capable of supporting all of the above;
  - A printer, if you wish to print out paper copies of Electronic Records; and
  - Electronic storage, if you wish to retain Electronic Records in electronic form.

Please indicate you have read, understand, and agree to this Consent by selecting the checkbox next to “I agree to use electronic records and signatures” before clicking “CONTINUE” within the Signing Event.