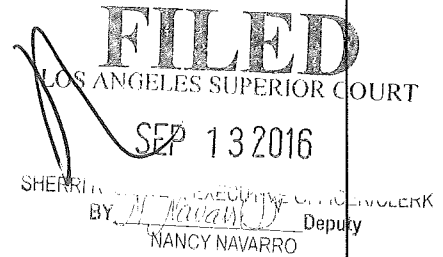


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[NO FEE - CAL. GOVT. CODE § 6103]

SEP 03 2016



Attorneys for Plaintiff,  
THE PEOPLE OF THE STATE OF CALIFORNIA

Dept. 307

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST**

THE PEOPLE OF THE STATE OF  
CALIFORNIA,

Plaintiff,

v.

WELLS FARGO & COMPANY, a Delaware  
Corporation, WELLS FARGO BANK,  
NATIONAL ASSOCIATION, a National  
Banking Association, and DOES 1-100,  
inclusive,

Defendants.

) Case No. BC580778

) ~~PROPOSED~~ STIPULATED FINAL  
) JUDGMENT

) [Assigned for all further proceedings and for  
) all purposes to the Honorable Amy D. Hogue,  
) Department 307]

) E-Service Provider: Case Anywhere

[PROPOSED] STIPULATED FINAL JUDGMENT

00102016

1 TO THE COURT, ALL INTERESTED PARTIES, AND COUNSEL OF RECORD:

2 This Stipulated Final Judgment is entered into by and between the following: Plaintiff  
3 The People of the State of California, by and through its counsel of record, the Office of the Los  
4 Angeles City Attorney (Michael N. Feuer (City Attorney), James P. Clark (Chief Deputy City  
5 Attorney), Thomas H. Peters (Chief Assistant City Attorney), Michael J. Bostrom (Assistant City  
6 Attorney), Suzanne V. Spillane (Deputy City Attorney), and Steven S. Son (Deputy City  
7 Attorney)), on the one hand; and Defendant Wells Fargo Bank, National Association, by and  
8 through its counsel of record, Proskauer Rose LLP (Bart H. Williams, Esq. and Manuel F.  
9 Cachán, Esq.) and Munger, Tolles & Olson LLP (David H. Fry, Esq., Randall G. Sommer, Esq.,  
10 E. Martin Estrada, Esq., and Erin J. Cox, Esq.), on the other hand.

11 **THE PARTIES HEREBY STIPULATE THAT IT BE ORDERED, ADJUDGED,**  
12 **AND DECREED** that this Stipulated Final Judgment be entered in this action as follows:

13 **I. DEFINITIONS**

14 1. The following definitions shall apply for purposes of this Stipulated Final Judgment:

15 a. "Law Enforcement Action" means the civil law enforcement action styled *People*  
16 *v. Wells Fargo & Co., et al.*, Los Angeles Superior Court, No. BC580778.

17 b. "Court" means the Superior Court of California in and for the County of Los  
18 Angeles.

19 c. "People" means The People of the State of California.

20 d. "Office" means the Office of the Los Angeles City Attorney, and its officials,  
21 attorneys, employees, agents, contractors, and/or representatives.

22 e. "Wells Fargo" means Wells Fargo Bank, National Association, and its successors  
23 and assigns.

24 f. "Defendants" means Defendants Wells Fargo Bank, National Association and  
25 Wells Fargo & Company.

26 g. "Customer(s)" means any consumer or small business customer who owns a  
27 Wells Fargo regional bank Account.  
28

1 h. "Account(s)" means any Wells Fargo consumer or small business checking or  
2 savings account, or unsecured credit card or unsecured line of credit, opened by any Community  
3 Banking Employee in the State of California.

4 i. "Unauthorized Account(s)" means any Account that was opened for any  
5 Customer without consent.

6 j. "Improper Sales Practices" means any unlawful, unfair, or fraudulent business act  
7 or practice arising out of, related to, or in connection with the opening or closing of any Account  
8 for any Customer.

9 k. "Branch" means any Wells Fargo physical location, throughout the State of  
10 California, which consumer or small business customers may visit and receive personal  
11 assistance from Community Banking Employees with respect to their Accounts.

12 l. "Community Banking Employee(s)" means any Wells Fargo regional banking  
13 employee who works at any Branch in the positions of Teller, Personal Banker, Customer  
14 Service & Sales Representative, Business Specialist, Regional Bank Private Banker, Assistant  
15 Store Manager, Service Manager, or Store Manager, or any Wells Fargo regional banking  
16 employee whose primary job responsibility is to manage the above-referenced Branch  
17 employees.

18 m. "Substantial Compliance" means the performance of each material element  
19 essential to an obligation in a form and manner that satisfies the purpose and objective of the  
20 obligation, such that any identified deficiency poses no materially greater risk of financial harm  
21 to Customers.

22 n. "Wells Fargo Releasees" means Wells Fargo Bank, National Association and  
23 Wells Fargo & Company, and their parents, subsidiaries, directors, officers, shareholders,  
24 employees, agents, representatives, successors, and assigns, in addition to any third party vendor  
25 that Wells Fargo Bank, National Association or Wells Fargo & Company retained or engaged in  
26 connection with the activities which are the subject of the Law Enforcement Action.

27 o. "Wells Fargo Releasers" means Wells Fargo Bank, National Association and  
28 Wells Fargo & Company, and their parents, subsidiaries, successors, and assigns.

1 p. "CFPB" means the Consumer Financial Protection Bureau.

2 q. "Effective Date" means the date this Stipulated Final Judgment is entered by the  
3 Court in this Law Enforcement Action.

4 **II. OVERVIEW AND BACKGROUND**

5 2. On May 4, 2015, the Office filed a Complaint against Defendants on behalf of the People  
6 in the Los Angeles Superior Court, alleging that Defendants engage in unlawful, unfair, and  
7 fraudulent sales and related business acts and practices in violation of California Business &  
8 Professions Code sections 17200, *et seq.*, resulting in harm to California consumers.

9 3. More specifically, the Complaint alleges, among other things, that: (i) Defendants opened  
10 banking and financial accounts, products, and services for California customers without their  
11 consent; and (ii) after discovering that accounts, products, and services are opened for these  
12 customers without their consent, Defendants failed to inform them of opening those accounts,  
13 products, and services without their consent.

14 4. Instead of engaging in protracted and costly litigation that will delay relief for  
15 Californians and consume significant time and resources of the Court and the parties, the People  
16 and Wells Fargo hereby agree to the entry of this Stipulated Final Judgment to resolve all of the  
17 matters in dispute in this Law Enforcement Action, without the completion of trial or the  
18 adjudication of any issue of law or fact.

19 5. This Stipulated Final Judgment shall not constitute any evidence of admission of fault or  
20 concession of liability by Wells Fargo, either express or implied. Rather, the parties enter into  
21 this Stipulated Final Judgment so that: (i) Customers will continue to obtain immediate, not  
22 delayed, relief; and (ii) Wells Fargo can show its commitment to satisfying its Customers'  
23 financial needs and to helping its Customers succeed financially.

24 **III. NOTICE**

25 6. Wells Fargo shall provide written notice, which shall state the following:

26 "It's important for you to have peace of mind.

27 We want to ensure you're comfortable with your accounts and have the tools you  
28 need to manage your money. We recommend you visit your local Wells Fargo

1 bank location, or call the toll-free number that appears on this statement, to make  
2 sure you are satisfied with all your accounts and services.

3 We'll spend time understanding your financial needs and reviewing your accounts  
4 and options. We'll also help you close any accounts or discontinue services you  
5 do not recognize or want, and discuss the process that's been established to  
6 address any remaining concerns resulting from accounts and services opened on  
7 your behalf."

8 7. Wells Fargo shall provide this written notice, as described in paragraph 6, above, with an  
9 account statement for each Account (i) opened by a Community Banking Employee in the State  
10 of California for deposit accounts or (ii) with a mailing address in California for credit cards and  
11 lines of credit (except credit card accounts that will not receive a statement in the October 2016  
12 statement cycle). For Accounts designated to receive statements electronically, Wells Fargo will  
13 also send an e-mail to the primary e-mail address for the Account notifying the Customer of the  
14 notice accompanying his/her/its statement. For Accounts designated to receive statements  
15 electronically, but with respect to which the associated online banking account has not been  
16 accessed at least once in the ninety (90) days prior to October 1, 2016, the notice will also be  
17 provided by first-class United States mail no later than November 15, 2016 in the following  
18 form:

19 "It's important for you to have peace of mind.

20 We want to ensure you're comfortable with your accounts and have the tools you  
21 need to manage your money. We recommend you visit your local Wells Fargo  
22 bank location, or call the toll-free customer service number that appears on your  
23 statement or other account documents, to make sure you are satisfied with all your  
24 accounts and services.

25 We'll spend time understanding your financial needs and reviewing your accounts  
26 and options. We'll also help you close any accounts or discontinue services you  
27 do not recognize or want, and discuss the process that's been established to  
28 address any remaining concerns resulting from accounts and services opened on  
29 your behalf."

30 8. For deposit accounts, the notice, as described in paragraph 6, above, (i) shall be in a font  
31 not smaller than 9 point under a capitalized and bolded header in a size not smaller than 18 point  
32 entitled "IMPORTANT ACCOUNT INFORMATION" in the Customer's account statement(s)  
33 and (ii) shall be set forth immediately below the section in the Customer's account statement(s)

1 that describes account fees, similar in form and style as displayed in the attached Exhibit A. For  
2 credit accounts, the notice, as described in paragraph 6, above, (i) shall be in a font not smaller  
3 than 8 point under a capitalized and bolded header in a font not smaller than 9 point entitled  
4 "IMPORTANT INFORMATION" in the Customer's account statement(s) and (ii) shall be set  
5 forth immediately after the "Payment Information" section, similar in form and style as displayed  
6 in the attached Exhibit B.

7 9. Wells Fargo shall send the written statement notice for each Account no later than (i) the  
8 October 2016 statement cycle for unsecured consumer and small business credit cards, unsecured  
9 consumer or small business line of credits, and consumer and small business checking accounts  
10 and savings accounts that receive statements monthly, and (ii) the final quarter 2016 statement  
11 cycle for consumer and small business savings accounts that receive statements quarterly. For  
12 credit card accounts that (i) will not receive a statement in the October 2016 statement cycle and  
13 (ii) belong to a Customer who will not otherwise receive a notice under paragraph 7, above, the  
14 notice will be provided by first-class United States mail no later than November 15, 2016.

15 10. To the extent any Customer currently receives statements from Wells Fargo in a language  
16 other than English, the written notice (as described in paragraphs 6 and 7, above) shall be  
17 provided to that Customer in that language.

#### 18 **IV. WRITTEN DISCLOSURE AND RECEIPT**

19 11. The purpose of this section IV is to ensure that every Wells Fargo Customer who opened  
20 an Account in the State of California has the Wells Fargo products and services that the  
21 Customer wants and believes he/she/it needs, and only those products and services.

22 12. Wells Fargo shall establish policies and procedures requiring that whenever a current  
23 Customer asks a Wells Fargo Community Banking Employee in a Branch for a list of the  
24 Customer's Accounts, the Community Banking Employee will:

25 a. Upon request by the Customer, provide a form document that includes a list of all  
26 Accounts that are directly owned by the Customer (as opposed to beneficially owned Accounts  
27 or Accounts on which the Customer is an authorized signer rather than the owner) and were open  
28 as of the first day of the prior month, irrespective of the Branch at which the Customer applied

1 for or opened the Account, including the account description and the last four digits of the  
2 account numbers. The form document will indicate which Accounts have a Debit/ATM card  
3 linked with them, and whether the Customer is enrolled in ExpressSend or online banking;

4         b. Upon request by the Customer, provide a printout of a current statement for any  
5 of the Accounts (other than lines of credit) the Customer owns. The statement will provide  
6 balance information as well as details relating to fees associated with the Account. If the  
7 Customer has an unsecured line of credit and requests a statement, they will be provided with a  
8 toll-free number they can call to request a statement and one will be sent by mail; and

9         c. In the event any Customer visits a Branch and requests to close or cancel any  
10 checking or savings account, Wells Fargo shall provide each such Customer a written receipt on  
11 a form document which confirms that such account shall be closed. In the event any Customer  
12 visits a Branch and requests to close or cancel any other type of account, Wells Fargo shall do so  
13 to the extent required by law.

14         13. Wells Fargo shall ensure that the policies and procedures described in paragraph 12,  
15 above, are communicated to Branches, and that the form document described in paragraphs 12(a)  
16 and 12(c) is available in Branches, no later than the Effective Date and remain in effect until at  
17 least two (2) years from the Effective Date.

18         14. Beginning December 1, 2016, to the extent any Customer so requests, the form document  
19 (described in paragraphs 12(a) and 12(c), above) shall be provided to that Customer in Spanish.

## 20                                 V.     RESTITUTION

21         15. The purpose of this section V is to ensure that current and former Wells Fargo Customers  
22 who sustained any direct monetary loss in connection with any Unauthorized Account be made  
23 whole.

24         16. Wells Fargo represents that it has retained the services of an independent third party  
25 consulting firm to identify potentially Unauthorized Accounts opened between May 2011 and  
26 July 2015 (or September 2015, in the case of credit cards) as a result of which current or former  
27 Customers may have sustained a direct monetary loss, and that it has commenced remediation  
28 payments to such Customers.

1 17. For each former or current Customer who may have sustained a direct monetary loss  
2 exceeding \$1 as a result of a potentially Unauthorized Account identified by the independent  
3 third party consulting firm, Wells Fargo shall continue to:

4 a. Provide each such current or former Customer written notice that states: (i) Wells  
5 Fargo has become aware that an Unauthorized Account may have been opened or issued for the  
6 Customer without consent, (ii) the Customer paid fees or other charges assessed by Wells Fargo  
7 for the potentially Unauthorized Account, and (iii) Wells Fargo is reimbursing the Customer  
8 those fees or other charges that were paid by the Customer for the potentially Unauthorized  
9 Account; and

10 b. Reimburse each such current or former Customer the fees or other charges that  
11 may have been paid by the Customer for the Unauthorized Account.

12 18. Wells Fargo shall complete all of the obligations described in paragraphs 16 through 17,  
13 above, no later than ninety (90) days from the Effective Date of this Stipulated Final Judgment.

14 19. Nothing in this section V prevents any current or former Customer from pursuing  
15 his/her/its legal rights regarding losses not fully compensated under this section, or prevents any  
16 such former or current Customer from availing himself/herself/itself of the Customer Complaint  
17 and Mediation Process outlined in section VI below.

18 **VI. CUSTOMER COMPLAINT AND MEDIATION PROCESS**

19 20. A mediation procedure shall be made available to current or former Customers who  
20 contend that they incurred fees or were otherwise harmed as a result of an Unauthorized Account  
21 (i) opened by a Community Banking Employee in the State of California for deposit accounts or  
22 (ii) with a mailing address in California for credit cards and lines of credit. The mediator will be  
23 provided by an independent third party mediation service acceptable to Wells Fargo and the  
24 Office.

25 21. Such Customers who make a complaint (i) in a Wells Fargo Branch in California or (ii)  
26 by calling Wells Fargo's "Feedback" toll-free number asserting that a Community Banking  
27 Employee opened an Account in the Customer's name without consent or enrolled the Customer  
28 in services associated with an Account without consent, will be sent a notification of the

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1 existence of the mediation program within sixty (60) calendar days of the complaint, including a  
2 mediation request form on which the Customer will describe the complaint and consent to  
3 disclosure of account information by Wells Fargo to the mediation service provider. The  
4 Customer may submit supporting documentation with the request form. Effective from the first  
5 date that the notices described in paragraph 6 above are sent to Customers, Customers who make  
6 a complaint by calling the toll-free number that appears on their account statements asserting that  
7 a Community Banking Employee opened an Account in the Customer's name without consent or  
8 enrolled the Customer in services associated with an Account without consent, will be sent a  
9 notification of the existence of the mediation program within sixty (60) calendar days of the  
10 complaint, including a mediation request form on which the Customer will describe the  
11 complaint and consent to disclosure of account information by Wells Fargo to the mediation  
12 service provider. The Customer may submit supporting documentation with the request form.

13 22. If unable to resolve the dispute with the Customer sooner, Wells Fargo will within thirty  
14 (30) calendar days of receiving the completed request form submit to the mediation provider  
15 (i) the request form along with any supporting documentation submitted by the Customer,  
16 (ii) any additional account information Wells Fargo deems relevant, and (iii) any additional  
17 account information reasonably requested by the Customer. Wells Fargo will also send a copy of  
18 these materials to the Customer.

19 23. The mediation provider will schedule a telephonic mediation session with the Customer  
20 and Wells Fargo within thirty (30) calendar days after receiving the request form and supporting  
21 documentation (as long as the Customer is available within that time period), which shall not last  
22 longer than two (2) hours unless the mediator determines that the matter presents unusual  
23 complexity meriting a longer session. The mediation will be non-binding and the appearance of  
24 counsel will not be permitted. To the extent any participating Customer is a non-English  
25 speaker, a translator will be provided for the mediation for any of the seven (7) non-English  
26 languages available at Wells Fargo ATMs. A representative of Wells Fargo with authority to  
27 resolve the matter will participate in the mediation. The mediator's fees and costs and the cost of  
28 any translation services for the mediation shall be paid by Wells Fargo.

24. If the parties reach agreement during the mediation process, the mediation service will prepare a document reflecting the agreement, which will be sent to the Customer and Wells Fargo for their signatures. In the event the Customer's dispute with Wells Fargo is not resolved by the mediation process, a mediator's proposal shall be provided to both Wells Fargo and the participating Customer within fifteen (15) calendar days following the mediation, and this proposal shall state that the Customer may file a complaint with the CFPB and/or pursue all other applicable contractual and non-contractual remedies.

25. To the extent any participating Customer is a non-English speaker, Wells Fargo shall send the (i) mediation program notification, (ii) mediation request form, (iii) mediation service agreement, and (iv) mediator's proposal, as referenced in paragraphs 21, 22, and 24, respectively, to the participating Customer in the language(s) the Customer currently receives statements from Wells Fargo.

26. In the event this mediation process does not resolve any such Customer's dispute with Wells Fargo, the Customer and Wells Fargo shall continue to maintain all other applicable contractual and non-contractual rights and protections.

27. Wells Fargo shall offer this mediation service with respect to complaints made on or after the Effective Date, and Wells Fargo shall make it available until two (2) years after the Effective Date.

## **VII. OTHER AFFIRMATIVE UNDERTAKINGS**

28. The purpose of this section VII is to reduce the risk that Unauthorized Accounts are opened or issued for Customers in the future.

29. Wells Fargo is a National Banking Association whose operations are overseen by federal regulators, including the CFPB, with whom the Office has worked collaboratively after the filing of this Law Enforcement Action. Contemporaneous with this Stipulated Final Judgment, the CFPB has issued a consent order dated addressing the issue of Unauthorized Accounts ("CFPB Order"). Under the CFPB Order, Wells Fargo is obligated to submit for CFPB non-objection, and to implement a detailed and specific compliance and risk mitigation plan, designed to deter, detect, and remedy Improper Sales Practices. As is more fully set forth in the CFPB Order, that

1 compliance and risk mitigation plan must address: (i) employee training, (ii) monitoring to detect  
2 sales integrity issues, (iii) policies and procedures designed to ensure consent is obtained before  
3 any Account is opened for a consumer, and (iv) performance-management and sales goals  
4 consistent with the objective of avoiding incentives for Improper Sales Practices.

5 30. This Stipulated Final Judgment is intended to be consistent with and complementary to  
6 the CFPB Order, and the compliance and risk mitigation plan required therein. The compliance  
7 and risk mitigation plan described in paragraph 29, above, is enforceable exclusively by the  
8 CFPB—administratively or in federal court.

#### 9 **VIII. VERIFICATION**

10 31. The purpose of this section VIII is to ensure that all of the obligations in this Stipulated  
11 Final Judgment will be satisfied.

12 32. For a period of two (2) years after the Effective Date, Wells Fargo shall conduct an  
13 internal audit every six (6) months to report on compliance with the obligations described in this  
14 Stipulated Final Judgment, and prepare a written report of each such audit. The audit shall be  
15 conducted during the six (6) month period in question, and the report shall be completed within  
16 thirty (30) calendar days of the end of the six (6) months.

17 33. Each of these written reports shall set forth the scope and conclusions arising out of these  
18 internal audits.

19 34. A copy of each such written report shall be verified, under the penalty of perjury under  
20 the laws of the State of California, as a true and correct copy of the original by an officer or  
21 director of Wells Fargo.

22 35. Each such verified written report shall be sent to the Office for review within fourteen  
23 calendar days after the completion of each written report.

24 36. In the event the Office receives a third party request to produce any or all of the verified  
25 written reports, the Office shall inform Wells Fargo of such request within three (3) calendar  
26 days of receipt. Before the Office produces documents in response to such a request, the Office  
27 shall determine whether the request seeks the production of trade secrets (or other information  
28 protected from disclosure) and inform Wells Fargo of that determination. If the Office

determines that any such request does not seek the production of trade secrets, or other information protected from disclosure, Wells Fargo may move to quash the request or to seek a protective order against production.

#### **IX. OPPORTUNITY TO CURE**

37. The purpose of this section IX is to create an informal process to resolve any dispute arising out of Wells Fargo's obligations under this Stipulated Final Judgment.

38. In the event the Office determines a lack of Substantial Compliance with any of Wells Fargo's obligations set forth in this Stipulated Final Judgment, the Office shall provide Wells Fargo written notice explaining the reasons for that determination, and a reasonable opportunity for Wells Fargo to cure the specified deficiencies. Wells Fargo will then have an opportunity to demonstrate Substantial Compliance.

39. In the event the Office thereafter concludes that Wells Fargo has not demonstrated Substantial Compliance and has failed to cure, the Office may seek enforcement for any violations of the terms of this Stipulated Final Judgment. Nothing in this section shall be construed to limit any other law enforcement powers of the Office or the People under California or federal law.

#### **X. MONETARY RELIEF**

40. Wells Fargo shall pay a total of \$50,000,000 in civil penalties, according to the following payment schedule pursuant to California Business & Professions Code section 17206:

a. Within ten (10) calendar days of the Effective Date, Wells Fargo shall pay \$25,000,000 to the Treasurer of the County of Los Angeles; and

b. Within ten (10) calendar days of the Effective Date, Wells Fargo shall pay \$25,000,000 to the Treasurer of the City of Los Angeles.

41. All of these payments shall be made by wire transfer in accordance with the wire transfer instructions provided by the Office to Wells Fargo.

42. Any written correspondence in connection with these payments shall be directed to: Office of the Los Angeles City Attorney, Attention: Steven S. Son, Deputy City Attorney, 200 North Main Street, 500 City Hall East, Los Angeles, California 90012, [steven.son@lacity.org](mailto:steven.son@lacity.org).

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**XI. RELEASE**

43. In full and complete settlement, satisfaction, and compromise of the People's claims, the People hereby release any and all claims that were or could have been alleged against any of the Wells Fargo Releasees arising out of, related to, or in connection with this Law Enforcement Action that accrued prior to the Effective Date. This Stipulated Final Judgment shall have a res judicata effect and shall bar any action by the People against the Wells Fargo Releasees.

44. In full and complete settlement, satisfaction, and compromise of any of the Wells Fargo Releasers' possible claims, the Wells Fargo Releasers hereby release any and all claims against the People and the Office arising out of, related to, or in connection with this Law Enforcement Action that accrued prior to the Effective Date.

45. The People, Wells Fargo Bank, National Association, and Wells Fargo & Company each acknowledges that each of them have been advised by their attorneys of the contents and effect of California Civil Code section 1542, and each of these parties hereby expressly waives with respect to this Stipulated Final Judgment any and all of the provisions, rights, and benefits conferred by section 1542.

46. Nothing herein precludes or affects the People's right to enforce the terms of this Stipulated Final Judgment.

**XII. JURISDICTION**

47. The Court has jurisdiction over the parties to and the subject matter of this Law Enforcement Action pursuant to California Business & Professions Code sections 17200, *et seq.*

48. Pursuant to California Code of Civil Procedure section 664.6, the Court's inherent power, and any other applicable law, the Court shall retain jurisdiction to decide any and all disputes, claims, or controversies between the People and Wells Fargo arising out of, related to, or in connection with the validity, interpretation, application, breach, satisfaction, and/or enforcement of this Stipulated Final Judgment, including any punishment for any violations of the obligations described in this Stipulated Final Judgment, except as otherwise specifically limited herein.

1 **XIII. OTHER PROVISIONS**

2 49. This Stipulated Final Judgment is entered into as a result of a stipulation between the  
3 People and Wells Fargo, and shall not constitute or be construed as any admission of fact by or  
4 liability against any of the Wells Fargo Releasees. Without limiting or reducing any of Wells  
5 Fargo's obligations described in this Stipulated Final Judgment or affecting the People's  
6 authority to enforce any of the rights thereunder, this Stipulated Final Judgment shall not  
7 constitute or be construed as: (i) a permanent or temporary injunction against any of the Wells  
8 Fargo Releasees; (ii) any admission of fact by or liability against any of the Wells Fargo  
9 Releasees showing moral turpitude, or the basis for any disqualification under federal and state  
10 securities laws, or the rules and regulations thereunder; (iii) a plea of nolo contendere, or a  
11 conviction of, any of the Wells Fargo Releasees; or (iv) a final order of a state securities or  
12 insurance commission, or a state authority that supervises securities, banking, savings  
13 associations, credit unions, or insurance.

14 50. This Stipulated Final Judgment shall not prohibit or bar the Office or the People from  
15 bringing future civil or criminal proceedings against any of the Wells Fargo Releasees arising out  
16 of any unlawful, unfair, or fraudulent business acts or practices that are the subject of the  
17 Complaint occurring subsequent to the Effective Date. In addition, this Stipulated Final  
18 Judgment shall not prohibit or bar the Office or the People from bringing any other civil or  
19 criminal proceeding against any of the Wells Fargo Releasees with respect to matters outside the  
20 scope of this Law Enforcement Action or this Stipulated Final Judgment.

21 51. This Stipulated Final Judgment shall not be construed as relieving Wells Fargo of the  
22 obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the  
23 provisions in this Stipulated Final Judgment be deemed to constitute permission for Wells Fargo  
24 to engage in any business acts or practices prohibited by such law, regulations, or rules.

25 52. This Stipulated Final Judgment shall not create any rights in any person other than the  
26 parties hereto.

27 53. Except to the extent that Customers' potential claims may be diminished by amounts they  
28 receive in restitution hereunder, this Stipulated Final Judgment shall not be construed to create,

1 waive, or limit any private right of action, including but not limited to claims that consumers  
2 have or may have under state consumer protection laws against any person or entity, including  
3 but not limited to Wells Fargo.

4 54. This Stipulated Final Judgment represents and incorporates the entire understanding  
5 between the parties, and supersedes any and all prior and contemporaneous communications,  
6 correspondence, negotiations, understandings, and agreements between the parties, whether oral  
7 or written, with respect to the matters covered in this Stipulated Final Judgment. This Stipulated  
8 Final Judgment may not be changed, modified, altered, interlineated, or supplemented except by  
9 agreement in writing signed by all of the parties hereto, and thereafter approved by order of the  
10 Court.

11 55. All of the parties hereto waive any right to appeal from this Stipulated Final Judgment.  
12 However, nothing in this Stipulated Final Judgment shall be construed as a waiver of any party's  
13 right to appeal from an order that arises from an action or proceeding, pursuant to paragraph 48,  
14 above, to enforce the terms of this Stipulated Final Judgment.

15 56. Except to the extent as otherwise provided in this Stipulated Final Judgment, each party  
16 shall bear its own attorneys' fees and costs arising out of, related to, or in connection with this  
17 Law Enforcement Action.

18 57. The Court's entry of this Stipulated Final Judgment shall operate as a dismissal with  
19 prejudice as to Defendant Wells Fargo & Company, in addition to all of the Doe Defendants, in  
20 this Law Enforcement Action.

21 58. The People and Wells Fargo stipulate that this Stipulated Final Judgment may be signed  
22 by the parties and their counsel in counterpart.

23 Respectfully submitted,

24 Dated: September 1, 2016

25 OFFICE OF THE LOS ANGELES CITY ATTORNEY

26 By: 

27 MICHAEL N. FEUER

28 Attorneys for Plaintiff,

THE PEOPLE OF THE STATE OF CALIFORNIA

1 Dated: September 1, 2016

2 PROSKAUER ROSE LLP

3 By: B. H. Williams / By D.H.F.  
4 BART H. WILLIAMS  
5 Attorneys for Defendant,  
6 WELLS FARGO BANK, NATIONAL ASSOCIATION

7 Dated: September 1, 2016

8 MUNGER, TOLLES & OLSON LLP

9 By: D. H. Fry  
10 DAVID H. FRY  
11 Attorneys for Defendant,  
12 WELLS FARGO BANK, NATIONAL ASSOCIATION

13 Dated: September 1, 2016

14 WELLS FARGO BANK, NATIONAL ASSOCIATION

15 By: M. T. Mack  
16 MARY T. MACK  
17 Executive Vice President  
18 WELLS FARGO BANK, NATIONAL ASSOCIATION

19 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

20 This Stipulated Final Judgment, entered into by and between the People and Wells  
21 Fargo, be entered in this Law Enforcement Action, as this Court hereby finds that the entry of  
22 this Stipulated Final Judgment is in the interest of justice and in the public interest.

23 The Clerk of this Court is hereby directed to enter this Stipulated Final Judgment,  
24 consisting of fifteen (15) pages, in this Law Enforcement Action forthwith.

25 IT IS SO ORDERED, ADJUDGED, AND DECREED.

26 Dated: September 13, 2016

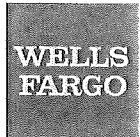
27 Lisa Hart Cole  
28 Judge of the Los Angeles Superior Court

LISA HART COLE

# Exhibit A

# Wells Fargo Everyday Checking

Account number: xxxxxx000 ■ May 7, 2016 - June 7, 2016 ■ Page 1 of 4



JANE DOE  
123 MAIN STREET  
LOS ANGELES, CA 90071-1504

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted

**1-800-TO-WELLS** (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (038)  
P.O. Box 6995  
Portland, OR 97228-6995

## You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input checked="" type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Online Statements	<input type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>



## IMPORTANT ACCOUNT INFORMATION

The section titled "Rights and Responsibilities" - "Are we allowed to close your account" and "When are you allowed to close your account" in your Account Agreement have been deleted and replaced by the following effective August 5, 2016.

### When can your account be closed?

We can close your account at any time. If the account is closed, we may send the remaining balance on deposit in your account by traditional mail or credit it to another account you maintain with us.

We may, but are not required to allow you to leave on deposit sufficient funds to cover outstanding items to be paid from your account.

- If we do allow funds to remain on deposit, the terms and conditions of the Agreement will continue to apply until we make a final disbursement from your account.

- If we do not allow you to keep funds on deposit, we will not be liable for any loss or damage that may result from dishonoring any of your items that are presented or otherwise received after your account is closed.
- You can close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions on the account).
- If your account is an interest-earning account, it will cease to earn interest from the date you request it be closed.
- If your account has Overdraft Protection and/or Debit Card Overdraft Service, these services will be removed when you request to close your account.
- If your account balance does not reach zero within 30 days from the date of your request to close your account, we will charge you the applicable monthly service fee if you do not meet the requirements to avoid the monthly service fee. If the monthly service fee is greater than your account balance, only the amount equal to your account balance will be charged and your account will be closed.
- After 30 days, if your account balance does not reach zero, your account will be returned to active status and subject to all applicable fees. If your account is a variable interest earning account, the interest rates disclosed in the rate sheet in effect on the date your account is returned to active status will apply. We may change the interest rate for variable rate accounts at any time. You will need to reestablish Overdraft Protection and/or Debit Card Overdraft Service if desired by contacting your banker or calling the number on your statement.

#### Other Wells Fargo Benefits

Students have unique needs when it comes to their money. Whether a younger teen in high school, or an older teen preparing to graduate and take the next step towards college, the military, or directly into the workforce, Wells Fargo has the tools and resources to help students access their money, manage a budget, pay for college, and much more. Visit [wellsfargo.com/studentcenter](http://wellsfargo.com/studentcenter)

#### Activity summary

Beginning balance on 5/7	\$0.00
Deposits/Additions	733.00
Withdrawals/Subtractions	- 25.00
<b>Ending balance on 6/7</b>	<b>\$708.00</b>

Account number: xxxxxxx000

JANE DOE

Arizona account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 122105278

#### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

#### Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
6/1		Ssi Treas 310 Xxsupp Sec 060116 xxxxxxxx Ssi Jane Doe	733.00		
6/1		Recurring Transfer to Doe J Everyday		25.00	708.00
		Checking Ref #Abcdex47Zx xxxxxxx000			
<b>Ending balance on 6/7</b>					<b>708.00</b>
<b>Totals</b>			<b>\$733.00</b>	<b>\$25.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

WELLS  
FARGO**Monthly service fee summary**

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) to find answers to common questions about the monthly service fee on your account.

Fee period 05/07/2016 - 06/07/2016

Standard monthly service fee \$10.00

You paid \$0.00

The bank has waived the fee for this fee period.

**How to avoid the monthly service fee**Have any **ONE** of the following account requirements

- Minimum daily balance
- Total amount of qualifying direct deposits
- Total number of posted Wells Fargo Debit Card purchases and/or payments
- The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card

Minimum required

This fee period

\$1,500.00

\$0.00 ☐

\$500.00

\$733.00 ☒

10

0 ☐**Monthly service fee discount(s) (applied when box is checked)**Age of primary account owner is 17 - 24 (\$5.00 discount) ☐

RC/RC

**IMPORTANT ACCOUNT INFORMATION**

It's important for you to have peace of mind.

We want to ensure you're comfortable with your accounts and have the tools you need to manage your money. We recommend you visit your local Wells Fargo bank location, or call the toll-free number that appears on this statement, to make sure you are satisfied with all your accounts and services.

We'll spend time understanding your financial needs and reviewing your accounts and options. We'll also help you close any accounts or discontinue services you do not recognize or want, and discuss the process that's been established to address any remaining concerns resulting from accounts and services opened on your behalf.

**Worksheet to balance your account**

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

**A** Enter the ending balance on this statement. \$ \_\_\_\_\_

**B** List outstanding deposits and other credits to your account that do not appear on this statement. Enter the total in the column to the right.

Description	Amount
<b>Total</b>	<b>\$</b> _____

**C** Add **A** and **B** to calculate the subtotal. = \$ \_\_\_\_\_

**D** List outstanding checks, withdrawals, and other debits to your account that do not appear on this statement. Enter the total in the column to the right.

Number/Description	Amount
<b>Total</b>	<b>\$</b> _____

**E** Subtract **D** from **C** to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register.

= \$ \_\_\_\_\_

**General statement policies for Wells Fargo Bank**

■ **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts.** You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

■ **In case of errors or questions about your electronic transfers,** telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

# Exhibit B

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## VISA

Account Number  
Statement Billing Period  
Page 1 of 2

Ending in 1234  
06/03/2014 to 07/02/2014



Previous Balance	\$x,xxx.xx
Payments	\$x,xxx.xx
Other Credits	\$x.xx
+ Cash Advances	\$x.xx
+ Purchases, Balance Transfers & Other Charges	\$x.xx
+ Fees Charged	\$x.xx
+ Interest Charged	\$x.xx
= New Balance	\$x,xxx.xx

24-Hour Customer Service: 1-800-XXX-XXXX  
TTY for Hearing/Speech Impaired: 1-800-XXX-XXXX  
Outside the US Call Collect: 1-800-XXX-XXXX  
Wells Fargo Online®: wells Fargo.com

**Send General Inquiries To:**  
PO Box 10347, Des Moines IA, 50306-0347

Revolving Line Of Credit	\$xx,xxx	Available Revolving Line Of Credit	\$xx,xxx
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New Balance	\$x.xx
Minimum Payment	\$x.xx
Payment Due Date	07/27/2014

**Send Payments To:**  
PO Box 6412, Carol Stream IL, 60197-6412

**Late Payment Warning:** If we do not receive your Minimum Payment by 07/27/2014, you may have to pay a late fee up to \$35.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	XX years	\$xx,xxx
\$xxx	X years	\$x,xxx (Sevinas of \$X,xxx)

If you would like information about credit counseling services, refer to [www.usdoj.gov/ust/eo/bapcpa/ccd/cc\\_approved.htm](http://www.usdoj.gov/ust/eo/bapcpa/ccd/cc_approved.htm) or call 1-877-285-2108.

IT'S IMPORTANT FOR YOU TO HAVE PEACE OF MIND. WE WANT TO ENSURE YOU'RE COMFORTABLE WITH YOUR ACCOUNTS AND HAVE THE TOOLS YOU NEED TO MANAGE YOUR MONEY. WE RECOMMEND YOU VISIT YOUR LOCAL WELLS FARGO BANK LOCATION, OR CALL THE TOLL-FREE NUMBER THAT APPEARS ON THIS STATEMENT, TO MAKE SURE YOU ARE SATISFIED WITH ALL YOUR ACCOUNTS AND SERVICES.

WE'LL SPEND TIME UNDERSTANDING YOUR FINANCIAL NEEDS AND REVIEWING YOUR ACCOUNTS AND OPTIONS. WE'LL ALSO HELP YOU CLOSE ANY ACCOUNTS OR DISCONTINUE SERVICES YOU DO NOT RECOGNIZE OR WANT, AND DISCUSS THE PROCESS THAT'S BEEN ESTABLISHED TO ADDRESS ANY REMAINING CONCERNS RESULTING FROM ACCOUNTS AND SERVICES OPENED ON YOUR BEHALF.

Rewards Balance as of:	06/30/2014	XX.XXX
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The Rewards Balance is for Rewards ID XXXXX0000

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit [MyWellsFargoRewards.com](http://MyWellsFargoRewards.com) or call 1-877-517-1358.

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
06/13	06/13	1234567ABCDEFJK	ONLINE ACH PAYMENT - THANK YOU	\$x,xxx.xx	
TOTAL PAYMENTS FOR THIS PERIOD				\$x,xxx.xx	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued 

5596 8006 YKG 1 7 1 140702 0 PAGE 1 of 2 10 3531 8300 VSIW 01DP5596 1405

Detach and mail with check payable to Wells Fargo

<b>Account Number</b>	<b>Ending in 1234</b>
New Balance	\$x.xx
Minimum Payment	\$x.xx
Payment Due Date	07/27/2014

YKG 74

```
00000000000000000000XXXXXXXXXXXX1234
```

Amount  
Enclosed



1409

WELLS FARGO CARD SERVICES  
PO BOX 6412  
CAROL STREAM IL 60197-6412

JANE DOE  
1234 ANY STREET  
ANY TOWN, USA 12345-6789

Check here and see reverse for address and/or phone number correction.

# IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

**Billing Rights Summary.** If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at: P.O. Box 522, Des Moines, IA 50306-0522. We must hear from you no later than 60 days after we sent you the first bill on which the Error appeared. You may notify us using other means (including calling us at the number listed on the front of the statement), but doing so will not preserve your rights.

In your letter (a "Written Notice"), provide the following information:

- Your name and account number.
- The date and dollar amount of suspected Error.
- Description of the Error and why you believe there is an Error. If you need more information, please describe the item you are not sure about.

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your Written Notice must reach us three (3) business days before the automatic payment is scheduled to occur.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

**Credit Information.** NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14517, Des Moines, IA 50306-3517 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

**Payments.** "Conforming Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfers" tab or "Make a Payment" link on the credit card Account Activity tab of Wells Fargo Online banking at [www.wellsfargo.com/Conforming](http://www.wellsfargo.com/Conforming). Payments received via mail by 5:00 p.m. will be credited as of the date of receipt. Conforming Payments received after 5:00 p.m. will be credited as of the next day. Cut-off times for Conforming Payments made via our Web site will be disclosed at the time of the transaction. "Non-Conforming Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Conforming payments include, but are not limited to, placing the provided envelope and payment coupon in another envelope.

**Notice About Electronic Check Conversion:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Payment in Full for Less Than Account Balance Request:** If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 10311, Des Moines, IA 50306-0311. Such payments will not discharge your full debt.

**How We Calculate Your Balance.** We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

**How to Avoid Paying Interest on Purchases.** Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

**Secured Accounts.** For Secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that this pledge includes and gives the right to Bank to redeem, collect and withdraw any part or the full amount of the Secured Card Collateral Account upon any default under your Secured credit card agreement, or in the event your Secured credit card agreement is terminated by Bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your Secured credit card account. You agree that if your Secured credit card account is closed for any reason, the bank may apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after doing so, these funds may remain on deposit for up to 60 days before being remitted to you.

**Customer Service Monitoring.** Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

## INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

**Resumen de Derechos de Facturación.** Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos en una hoja separada tan pronto como le sea posible, a la siguiente dirección: P.O. Box 522, Des Moines, IA 50306-0522. Debe comunicarse con nosotros dentro de un lapso de 60 días de la fecha en que le hayamos enviado el primer estado de cuenta en que apareció el Error. Puede comunicarse con nosotros por otros medios (lo que incluye llamarnos al número que aparece en el frente del estado de cuenta) pero al hacerlo no preservará sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- Su nombre y número de cuenta.
- La fecha y el monto en dólares del Error del que sospecha.
- Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras lo investiguemos, pero seguirá obligado a pagar las porciones del saldo de su cuenta que no formen parte del monto del supuesto Error. Mientras investiguemos, no podremos reportarlo en calidad de deudor moroso, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de tarjeta de crédito de manera automática desde su cuenta de cheques o de ahorros, puede suspender el pago por cualquier monto que crea que es un Error. Para suspender el pago, su Notificación por Escrito debe llegarlos tres (3) días hábiles antes del día en que está programado el pago automático.

**Regla Especial para Compras con Tarjeta de Crédito:** Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, quizá no tenga que pagar el monto restante adeudado por los bienes o servicios. Usted cuenta con esta protección solamente si el precio de compra superó a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en disputa. Si somos los propietarios u operadores de dicho comercio, o si le enviamos por correo un anuncio publicitario de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

**Información de Crédito.** AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros al escribir a la siguiente dirección: P.O. Box 14517, Des Moines, IA 50306-3517. En su carta, deberá describir la información específica que sea inexacta o en disputa, y fundamentar cualquier disputa con documentación de respaldo. Si considera que se trata de información relacionada con el robo de identidad, deberá enviarnos una denuncia de robo de identidad correspondiente.

**Pagos.** Los "Pagos en Conformidad" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transfers" (sólo disponible en inglés) o "Make a Payment" en la ficha "Account Activity" (sólo disponible en inglés) de los servicios bancarios por Internet de Wells Fargo en [www.wellsfargo.com](http://www.wellsfargo.com). Los Pagos en Conformidad recibidos por correo a más tardar a las 5 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Conformidad recibidos después de las 5 p.m. serán acreditados al día siguiente. Las horas de límite para Pagos en Conformidad realizados a través de nuestro sitio Web serán reveladas al momento de la transacción. Los "Pagos en Incumplimiento" son pagos efectuados por cualquier otro medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Incumplimiento incluyen, sin limitación, poner el sobre proporcionado y talón de pago en otro sobre.

**Aviso Sobre Conversión de Cheques Electrónicos:** Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia electrónica de fondos, los mismos podrán ser retirados de su cuenta tan rápido como el mismo día en que recibamos su pago, y su institución financiera no le regresará su cheque.

**Pago Total por un Monto Inferior al Saldo de la Cuenta:** Si usted piensa liquidar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 10311, Des Moines, IA 50306-0311. Dichos pagos no cancelarán la totalidad de su deuda.

**Cómo Calculamos Su Saldo.** Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de este cálculo, por favor llame a nuestro número gratuito de Servicio al Cliente indicado al frente de este estado de cuenta.

**Cómo Evitar Pagar Intereses sobre Compras.** La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada periodo de facturación. No cargaremos intereses sobre las compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comenzaremos a cargar intereses sobre adelantos en efectivo y transferencias de saldo a la fecha de transacción.

**Cuentas Garantizadas.** Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en prenda de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank N.A., establecida en relación con su solicitud de la tarjeta. Usted conviene en que esta entrega en prenda incluye y da al Banco el derecho a redimir, cobrar y retirar cualquier parte o la totalidad del monto depositado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, o en caso de que dicho convenio sea terminado por el Banco, por cualquier motivo. Esta prenda se entrega como garantía de cada uno y todos los montos que usted adeude, incluidos los intereses, cuotas y costos que puedan acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que el su Cuenta de Tarjeta de Crédito Garantizada se cierra por cualquier razón, el banco podrá aplicar los fondos mantenidos en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedan fondos en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean remitidos a usted.

**Monitoreo del Servicio al Cliente.** Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los supervisores para asegurar la calidad del servicio.

O1DP5596 - 8 - 09/24/2014

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**Change of Address Form** – If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.

**Formulario de Cambio de Dirección** – Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el cuadro al dorso del cupón y adjúntelo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

ACCOUNT FIRST NAME	<input type="text"/>	ACCOUNT LAST NAME	<input type="text"/>
NEW STREET ADDRESS	<input type="text"/>		
PO BOX/ APT #	<input type="text"/>		
CITY, STATE/ZIP	<input type="text"/>		
HOME PHONE	<input type="text"/>	WORK PHONE	<input type="text"/>

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles. I am over the age of eighteen. I am not a party to this action. My business address is: Office of the Los Angeles City Attorney, 200 North Main Street, 500 City Hall East, Los Angeles, California 90012.

On **September 8, 2016**, I caused to be served a copy of the following document(s) described as:

**[PROPOSED] STIPULATED FINAL JUDGMENT**

On the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**[X] BY E-SERVICE:** Based on a court order and an agreement of the parties to accept service by electronic transmission via **CASE ANYWHERE**, I caused the document(s) described above to be sent to the persons at the e-mail addresses listed on the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[ ] BY PERSONAL DELIVERY:** I personally delivered the document(s) described above to the person(s) listed on the attached Service List.

**[X] STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **September 8, 2016**, at Los Angeles, California.

  
Shane Patrick Etchison

09192016

**ATTACHED SERVICE LIST**

*People v. Wells Fargo & Co., et al.*  
Los Angeles Superior Court, No. BC580778

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