

EXHIBIT 1

Wells Fargo Auto Insurance Class Action Lawsuit

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 CASE NO. 8:17-ML-2797-AG-KES

12 IN RE WELLS FARGO
13 COLLATERAL PROTECTION
14 INSURANCE LITIGATION

SETTLEMENT AGREEMENT

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Honorable Andrew J. Guilford

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is made and entered into as of June 4, 2019, between Plaintiffs, both individually and on behalf of the Class, Wells Fargo, and National General (each as defined in Exhibit A). This Settlement 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, Plaintiffs are prosecuting the above captioned Action on their own behalf and on behalf of the Class against Defendants;

WHEREAS, Plaintiffs allege, among other things, that between October 15, 2005 and September 30, 2016, Defendants placed duplicative CPI policies on Class Members' auto loan accounts in violation of California Civil Code Section 17200 *et seq.*, and the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) ("RICO"). Plaintiffs also bring a claim for fraudulent concealment and unjust enrichment as alleged in Plaintiffs' Second Amended Complaint (Dkt. No. 239-1/240-1);

WHEREAS, Defendants deny each and all of the claims and allegations of wrongdoing made by Plaintiffs; deny that they have violated any law or other duty; deny that they have engaged in any wrongdoing or any other act or omission that would give rise to liability or cause Plaintiffs' injuries, damages, or entitlement to any relief; have asserted affirmative defenses to Plaintiffs' claims as set forth in their Answers and Affirmative Defenses (Dkt. Nos. 207 (Wells Fargo) and 208 (National General)); and would contest certification of a non-settlement Rule 23(b)(3) damages class and/or a Rule 23(b)(1) or Rule 23(b)(2) declaratory and injunctive relief class; and state that they are entering into this Agreement to avoid the further uncertainties, expense, inconvenience, delay, and distraction of burdensome and protracted

¹ Definitions for terms not otherwise defined herein are set forth in Exhibit A, and are incorporated herewith.

1 litigation, and thereby to put to rest this controversy with respect to Plaintiffs and the
2 Class and avoid the risks inherent in complex litigation;

3 WHEREAS, Defendants have provided information to Plaintiffs regarding
4 their claims and the claims of the Class through extensive written discovery and
5 depositions and voluntarily in advance of, during, and after numerous in-person
6 mediation sessions;

7 WHEREAS, Plaintiffs and Defendants agree that the fact of this Agreement,
8 any of the terms in this Agreement, any documents filed in support of this Agreement,
9 or any statement made in the negotiation thereof shall not be deemed or construed to
10 be an admission or evidence of (i) any violation of any statute or law, (ii) any liability
11 or wrongdoing by Defendants, (iii) liability on any claims or allegations, or (iv) the
12 propriety of certifying a litigation class in any proceeding, and shall not be used by
13 any Person for any purpose whatsoever in the Action (defined below) or any other
14 legal proceeding, including but not limited to arbitrations, mediations, or subsequent
15 litigations other than a proceeding to enforce the terms of this Agreement;

16 WHEREAS, Plaintiffs and Defendants engaged the services of Professor Eric
17 Green as a Court-appointed mediator to assist in their extensive settlement
18 negotiations, which included five in-person mediation sessions between May 2018
19 and March 2019. Plaintiffs and Defendants have agreed to the terms of this arm's-
20 length Agreement, which embodies all of the terms and conditions of the Settlement
21 between the Settling Parties, subject to the approval of the Court as provided below,
22 and which is intended to supersede any and all prior agreements between the Settling
23 Parties, including but not limited to the Memorandum of Understanding/Term Sheet
24 entered into by the Parties on or about April 4, 2019; and

25 WHEREAS, Plaintiffs and Class Counsel have concluded, after due
26 investigation and after carefully considering the relevant circumstances, including,
27 without limitation, the claims asserted in Plaintiffs' Consolidated Class Action
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1 Complaint (Dkt. No. 49), First Amended Complaint (Dkt. No. 129), and Second
2 Amended Complaint (Dkt. No. 239-1/240-1), the legal and factual defenses thereto
3 and the applicable law, that it is in the best interest of Plaintiffs and the Class to enter
4 into this Agreement to avoid the uncertainties of litigation and to assure that the
5 benefits set forth below are obtained for Plaintiffs and the Class, and, further, that
6 Class Counsel considers the Settlement set forth in this Agreement to be fair,
7 reasonable, and adequate and in the best interests of Plaintiffs and the Class.

8 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and
9 among the Settling Parties, by and through their attorneys of record, that, subject to
10 the approval of the Court, the Action, the Settlement Class Released Claims (as
11 defined in Section II.A. *infra*), and the Wells Fargo and National General Released
12 Claims (as defined in Section II.B. *infra*) shall be finally and fully settled,
13 compromised, and dismissed on the merits and with prejudice upon and subject to the
14 terms and conditions of this Agreement, as follows:

15 **I. PRELIMINARY APPROVAL ORDER, NOTICE**
16 **ORDER AND SETTLEMENT HEARING**

17 **A. Reasonable Best Efforts to Effectuate This Settlement.** The Settling
18 Parties: (a) acknowledge that it is their intent to consummate this Agreement; and
19 (b) agree to cooperate to the extent reasonably necessary to effectuate and implement
20 the terms and conditions of this Agreement and to exercise their best efforts to
21 accomplish the terms and conditions of this Agreement.

22 **B. Certification of Class and Appointment of Class Counsel.** For
23 settlement purposes only, the Settling Parties agree to certification of the Class
24 pursuant to Fed. R. Civ. P. Rules 23(a) and 23(b)(3) and to the appointment of Robins
25 Kaplan LLP and Baron & Budd, P.C. as Class Counsel for the Settlement Class under
26 Fed. R. Civ. P. 23(g). The Settling Parties' stipulation to the certification of the Class
27 is for purposes of the Settlement set forth in this Agreement only. Defendants'
28 agreement to certification of the Class is solely for the purpose of this Agreement and

1 does not, and shall not, constitute, in this or any other proceeding, an admission by
2 Defendants of any kind or any determination that certification of a class for trial or
3 other litigation purposes in the Action or any other separate action is, or would be,
4 appropriate. If the Settlement is not granted Final Approval or this Agreement is
5 otherwise terminated or rendered null and void, the certification of the Class shall be
6 automatically vacated and shall not constitute evidence or any determination that the
7 requirements for certification of a class for trial or other litigation purposes in this
8 Action or any other action are satisfied; in such circumstances, Defendants reserve all
9 rights to challenge certification of any class or subclass for trial or other litigation
10 purposes in the Action or in any other action on all available grounds as if no class
11 had been certified in this Action for purposes of the Settlement.

12 **C. Motion for Preliminary Approval.** As soon as practicable following
13 the Execution Date, Class Counsel shall submit this Agreement (including all
14 Exhibits) to the Court and shall apply for entry of a preliminary approval order
15 (“Preliminary Approval Order”), requesting preliminary approval (“Preliminary
16 Approval”) of the Settlement.

17 **D. Proposed Form of Notice.** As part of the Motion for Preliminary
18 Approval, Class Counsel shall submit to the Court for approval a proposed form of,
19 method for, and schedule for dissemination of notice to the Class (the “Notice Plan”)
20 by the Settlement Administrator. The Notice Plan shall, at a minimum, include direct
21 notice by mail and email (such contact information to be provided by Wells Fargo),
22 to the extent such information is available, and by publication notice. In addition, a
23 settlement website will be established by the Settlement Administrator. The Notice
24 Plan shall ask the Court to find that the proposed form of and method for
25 dissemination of notice to the Class constitutes valid, due, and sufficient notice to the
26 Class; constitutes the best notice practicable under the circumstances; and complies
27 fully with the requirements of Fed. R. Civ. P. 23 and constitutional due process. The
28 proposed form of notice to the class pursuant to the Notice Plan (“Class Notice”) is

1 attached hereto as **Exhibit D-E**. The Preliminary Approval Order, Class Notice, and
2 Notice Plan must be agreed to by Defendants before submission to the Court. Wells
3 Fargo shall be responsible for providing all notices required by the Class Action
4 Fairness Act of 2005, 28 U.S.C. § 1715.

5 **E. Second Amended Complaint.** Plaintiffs filed a Second Amended
6 Complaint, which among other things, amended the class allegations to encompass
7 only the Settlement Class as defined herein. The Parties hereby stipulate and agree
8 that, notwithstanding any other statutory or equitable tolling that may be available,
9 any applicable statute of limitations, laches or any other limitations or doctrine of
10 repose for any claims on behalf of customers who had a CPI Policy that was effective
11 between March 1, 2002 and October 14, 2005 is tolled from the period of July 30,
12 2017 until the date of the Court's final approval of this Settlement Agreement.

13 **F. Motion for Final Approval and Entry of Final Judgment.** Not less
14 than twenty-eight (28) Days prior to the date set by the Court to consider whether this
15 Settlement should be finally approved, Class Counsel shall submit a motion for final
16 approval ("Final Approval") of the Settlement by the Court. Class Counsel shall seek
17 entry of the final approval order ("Final Approval Order") and Judgment, which shall
18 be approved as to form and content by Defendants prior to submission by Class
19 Counsel, containing at least the following:

- 20 1. finding that the Court has personal jurisdiction over Plaintiffs and
21 all Settlement Class Members and that the Court has subject
22 matter jurisdiction to approve this Settlement and Agreement;
- 23 2. certifying the Class, pursuant to Fed. R. Civ. P. 23(a) and (b)(3),
24 solely for purposes of this Settlement;
- 25 3. fully and finally approving the Settlement contemplated by this
26 Agreement and its terms as being fair, reasonable, and adequate
27 within the meaning of Fed. R. Civ. P. 23, and directing its
28 consummation pursuant to its terms and conditions;

- 1 4. declaring this Agreement and the Final Approval Order and
2 Judgment to be binding on and to have res judicata and preclusive
3 effect in all pending and future lawsuits or other proceedings
4 encompassed by (1) the Settlement Class Released Claims
5 maintained by or on behalf of the Settlement Class Releasors (as
6 defined in II.A. *infra*), and (2) the Wells Fargo and National
7 General Released Claims maintained by or on behalf of the Wells
8 Fargo and National General Releasors (as defined in II.B. *infra*);
- 9 5. finding that the notice given to the Settlement Class Members
10 pursuant to the Notice Plan and Class Notice (i) constituted the
11 best notice practicable under the circumstances; (ii) constituted
12 notice that was reasonably calculated under the circumstances to
13 apprise Settlement Class Members of the pendency of the Action,
14 of their right to object to or exclude themselves from the proposed
15 Settlement as applicable, of their right to appear at the final
16 approval hearing, and of their right to seek relief; (iii) constituted
17 reasonable, due, adequate, and sufficient notice to all Persons
18 entitled to receive notice; and (iv) complies in all respects with the
19 requirements of Fed. R. Civ. P. 23, due process, and any other
20 applicable law;
- 21 6. finding that Class Counsel and the Plaintiffs adequately
22 represented the Settlement Class Members for purposes of
23 entering into and implementing this Agreement and Settlement;
- 24 7. directing that the Action and claims for damages be dismissed
25 with prejudice and, except as otherwise explicitly provided for in
26 the Agreement, without costs;
- 27 8. discharging and releasing the Settlement Class Releasees (as
28 defined in II.A. *infra*) from all Settlement Class Released Claims;

- 1 9. discharging and releasing the Wells Fargo and National General
2 Releasees from the Wells Fargo and National General Released
3 Claims;
- 4 10. permanently barring and enjoining the institution and prosecution,
5 by Settlement Class Releasors and/or any other Person, of any and
6 all of the Settlement Class Released Claims;
- 7 11. permanently barring and enjoining the institution and prosecution,
8 by the Wells Fargo and National General Releasors and/or any
9 other Person, of any and all of the Wells Fargo and National
10 General Released Claims;
- 11 12. approving the Opt-Out List and determining that the Opt-Out List
12 is a complete list of all Persons who have timely and validly
13 requested exclusion from the Class, and accordingly, who shall
14 neither share in nor be bound by the Final Approval Order and
15 Judgment;
- 16 13. determining that the Agreement and the Settlement provided for
17 therein and any proceedings taken pursuant to it are not and should
18 not in any event be offered or received as evidence of a
19 presumption, concession, acknowledgment, or an admission of
20 liability or of any wrongdoing by Defendants or the Settlement
21 Class Releasees or of the suitability of these or similar claims to
22 class treatment for litigation, trial, or any other purpose except
23 settlement; provided, however, that reference may be made to this
24 Agreement and the Settlement provided for herein in such
25 proceedings as may be necessary to effectuate the Agreement;
- 26 14. reserving continuing and exclusive jurisdiction over the
27 Settlement, including all future proceedings concerning the
28 administration, consummation, and enforcement of this

1 Agreement;

- 2 15. authorizing the Settling Parties, without further approval from the
3 Court, to agree to and adopt such amendments, modifications, and
4 expansions of this Agreement as shall be consistent in all material
5 respects with the Final Approval Order and Judgment and not limit
6 the rights of the Settling Parties or Settlement Class Members; and
7 16. containing such other and further provisions consistent with the
8 terms of this Agreement to which the Settling Parties expressly
9 consent in writing.

10 Class Counsel, by separate order(s), also will request that the Court approve an
11 application for Plaintiffs' Service Awards and attorneys' fees and reimbursement of
12 expenses (as described herein).

13 **G. Stay Order.** Upon the date that the Court enters the Preliminary
14 Approval Order, Plaintiffs and all Settlement Class Members shall be barred and
15 enjoined from commencing, instituting, or continuing to prosecute any action or any
16 proceeding of any kind (including, but not limited, to an action for actual damages,
17 statutory damages, and/or exemplary or punitive damages) in any court of law,
18 arbitration tribunal, administrative forum, or other forum of any kind worldwide,
19 based on the Settlement Class Released Claims. However, nothing herein shall
20 prevent Plaintiffs or Settlement Class Members from participating in Wells Fargo's
21 mediation program pursuant to the Consent Orders.

22 **II. RELEASES**

23 Upon the Effective Date, and pursuant to the Court's entry of the Final
24 Approval Order and Judgment, the Settling Parties provide the following releases:

25 **A. Plaintiffs and Settlement Class Release of Wells Fargo and National**
26 **General.** Plaintiffs and each and every Settlement Class member ("Settlement Class
27 Releasers") release and fully discharge Wells Fargo, National General, and each of
28 their predecessors, successors, subsidiaries, parent company(ies), Affiliates, officers,

1 directors, and employees (“Settlement Class Releasees”) from any and all claims,
2 causes of action, damages, and/or losses relating to or arising from CPI Policies that
3 became effective on WFDS Accounts between October 15, 2005 and September 30,
4 2016 as well as CPI Policies that became effective on WFAF Accounts between
5 February 2, 2006 and September 1, 2011 (“Settlement Class Released Claims”). For
6 avoidance of doubt, this Release does not extend to any claims, causes of action,
7 damages and/or losses relating to or arising from CPI Policies that were effective on
8 WFDS Accounts prior to October 15, 2005 and CPI Policies that were effective on
9 WFAF Accounts prior to February 2, 2006.

10 1. **Waiver of California Civil Code § 1542 and Similar**
11 **Laws.** In addition, the Settlement Class Releasors expressly acknowledge that they
12 are familiar with and, upon Final Approval of this Settlement, waive and release with
13 respect to the Settlement Class Released Claims any and all provisions, rights, and
14 benefits conferred (a) by Section 1542 of the Civil Code of the State of California,
15 which reads:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
17 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
18 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
19 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
20 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
21 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

22 (b) by any law of any and all equivalent, similar, or comparable federal or state rules,
23 regulations, laws, or principles of law of any other jurisdiction that may be applicable
24 herein; and/or (c) any law or principle of law of any jurisdiction that would limit or
25 restrict the effect or scope of the provisions of the release set forth in the Agreement.

26 2. **Dismissal.** Subject to Court approval, all Settlement Class
27 Releasors shall be bound by this Agreement, and all of their Settlement Class
28 Released Claims shall be dismissed with prejudice and released in exchange for the

1 consideration received hereunder.

2 **B. Wells Fargo and National General Mutual Release.** Wells Fargo and
3 National General, and each of their predecessors, successors, subsidiaries, parent
4 company(ies), Affiliates, officers, directors, and employees (“Wells Fargo and
5 National General Releasers”) release and fully discharge each other and each of their
6 predecessors, successors, subsidiaries, parent company(ies), Affiliates, officers,
7 directors, and employees (“Wells Fargo and National General Releasees”) from any
8 and all claims, causes of action, damages, and/or losses relating to or arising from the
9 Settlement Class Released Claims and/or CPI Policies that became effective on
10 WFDS Accounts between October 15, 2005 and September 30, 2016 as well as CPI
11 Policies that became effective on WFAF Accounts between February 2, 2006 and
12 September 1, 2011 (the “Wells Fargo and National General Released Claims”).

13 1. **No Future Actions Following Release.** Wells Fargo and
14 National General Releasers shall not, after the Effective Date, seek (directly or
15 indirectly) to commence, institute, maintain, or prosecute any suit, action, or
16 complaint of any kind (including, but not limited to, claims for actual damages,
17 statutory damages, and exemplary or punitive damages) against Wells Fargo and
18 National General Releasees (including pursuant to the Action), based on the Wells
19 Fargo and National General Released Claims, in any forum worldwide, whether on
20 their own behalf or as part of any putative, purported, or certified class.

21 2. **Covenant Not to Sue.** Wells Fargo and National General
22 Releasers hereby covenant not to sue Wells Fargo and National General Releasees
23 with respect to any Wells Fargo and National General Released Claims, including any
24 claims that they do not know or suspect to exist in their favor at the time of the release
25 that if known by them, might have affected their settlement with and release of each
26 other, or might have affected their decision to enter into this Settlement Agreement.
27 Wells Fargo and National General Releasers shall be permanently barred and enjoined
28 from instituting, commencing, or prosecuting any claims against Wells Fargo and

1 National General Releasees of any kind (including, but not limited to, for actual
2 damages, statutory damages, and exemplary or punitive damages) based on the Wells
3 Fargo and National General Released Claims. Wells Fargo and National General
4 Releasors contemplate and agree that this Agreement may be pleaded as a bar to a
5 lawsuit, and an injunction may be obtained preventing any action from being initiated
6 or maintained, in any case sought to be prosecuted on behalf of either Wells Fargo or
7 National General Releasors (including, but not limited to, for actual damages,
8 statutory damages, and exemplary or punitive damages) based on the Wells Fargo and
9 National General Released Claims.

10 3. **Waiver of California Civil Code § 1542 and Similar**
11 **Laws.** In addition, Wells Fargo and National General Releasors expressly
12 acknowledge that they are familiar with and, upon Final Approval of this Settlement,
13 waive and release with respect to the Wells Fargo and National General Released
14 Claims any and all provisions, rights, and benefits conferred (a) by Section 1542 of
15 the Civil Code of the State of California, which reads:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
17 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
18 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
19 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
20 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
21 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

22 (b) by any law of any and all equivalent, similar, or comparable federal or state rules,
23 regulations, laws, or principles of law of any other jurisdiction that may be applicable
24 herein; and/or (c) any law or principle of law of any jurisdiction that would limit or
25 restrict the effect or scope of the provisions of the release set forth in the Agreement.
26 Wells Fargo and National General Releasors expressly agree that by executing this
27 Agreement, and for the consideration received hereunder, it is their intention to
28 release, and they are releasing, all Wells Fargo and National General Released Claims,

1 including any claims that Wells Fargo or National General Releasors do not know or
2 suspect to exist in their favor at the time of the release that if known by them, might
3 have affected their settlement with and release of each other, or might have affected
4 their decision to enter into this Settlement Agreement. Wells Fargo and National
5 General Releasors acknowledge that they may hereafter discover claims or facts other
6 than or different from those which they know, believe, or suspect to be true with
7 respect to the subject matter of the Wells Fargo and National General Released
8 Claims, but they expressly waive and fully, finally, and forever settle and release any
9 and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, losses,
10 rights, demands, charges, complaints, actions, causes of action, obligations, or
11 liabilities of any and every kind, whether class, individual, or otherwise in nature,
12 including, without limitation, those known or unknown or capable of being known;
13 those which are unknown but might be discovered or discoverable based upon facts
14 other than or different from those facts known or believed at this time; those which
15 are foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, and/or
16 contingent or non-contingent; and those which are accrued, unaccrued, matured or not
17 matured, all from the beginning of the world until the Effective Date, under the laws
18 of any jurisdiction, which they, whether directly, representatively, derivatively, or in
19 any other capacity, ever had, now have, or hereafter can, shall, or may have, arising
20 out of or relating in any way to the Wells Fargo and National General Released
21 Claims. The release of unknown, unanticipated, unsuspected, unforeseen, and
22 unaccrued losses or claims in this paragraph is contractual and not a mere recital.

23 **III. SETTLEMENT COMPENSATION**

24 In full, complete, and final settlement of Settlement Class Released Claims,
25 Wells Fargo and National General agree to pay compensation to the Settlement Class
26 as follows:

27 **A. Compensation to the Settlement Class Pursuant to the Allocation** 28 **Plan**

1 Wells Fargo agrees to pay at least \$385 million to the Settlement Class to be
2 distributed as described in the Allocation Plan attached hereto as **Exhibit B**
3 (“Allocation Plan”). Customers will receive the compensation described in the
4 Allocation Plan according to the circumstances of each of their Eligible Account(s)
5 and Eligible CPI Policy(ies). Customers with multiple Eligible CPI Policies will
6 receive compensation, as applicable, for each Eligible CPI Policy. In the event a
7 Customer is a debtor in a bankruptcy proceeding, then Defendants may pay any
8 compensation under this Settlement Agreement to the bankruptcy trustee or otherwise
9 as required under any applicable bankruptcy law, rules, and/or court orders.

10 The Settling Parties acknowledge that this Settlement Agreement addresses the
11 same or similar subject matter and Customer impacts as are addressed in Consent
12 Orders into which Wells Fargo entered with the OCC and the CFPB on April 20,
13 2018. Wells Fargo is obligated to compensate the Settlement Class in accordance with
14 the terms of this Settlement Agreement irrespective of any obligations undertaken by
15 entering into the aforementioned Consent Orders. However, the terms of the
16 Settlement Agreement do not increase or otherwise expand Wells Fargo’s obligations
17 under the aforementioned Consent Orders.

18 The parties’ intention in entering into this Settlement Agreement is to legally
19 obligate Wells Fargo to pay to the Settlement Class the compensation expressed
20 hereunder in exchange for a release, under the auspices of the Court in this matter.
21 Where the compensation set forth hereunder overlaps with compensation to a
22 Customer for the same CPI Policy and the same injury(ies) encompassed by the
23 aforementioned Consent Orders, the parties intend for Wells Fargo to pay the
24 compensation for that injury once, and this Settlement Agreement is not intended to
25 provide multiple recoveries to a Settlement Class member for the same CPI Policy
26 and related injuries. A Customer who is entitled to compensation under both this
27 Settlement Agreement and the aforementioned Consent Orders shall not receive
28 double or multiple compensation for the same CPI Policy and/or related injuries.

1 Wells Fargo agrees, if necessary, to increase the Settlement Amount under this
2 Settlement Agreement such that the compensation to the Settlement Class under this
3 Settlement Agreement is at least as expansive as any compensation to be received
4 under the Consent Orders (but, consistent with the foregoing provisions, not
5 obligating Wells Fargo in any event to provide double or multiple compensation to a
6 Customer for the same CPI Policy and/or related injuries). This provision, however,
7 shall not obligate Wells Fargo to disclose confidential supervisory information except
8 as permitted by law and/or the relevant agency. In no event will any action by Wells
9 Fargo or its regulators pursuant to the Consent Orders reduce the compensation to the
10 Settlement Class Members set forth in the Allocation Plan. Additionally, this
11 Settlement does not reduce the remediation otherwise available to any Settlement
12 Class Member under the Consent Orders.

13 **B. Other Compensation to the Settlement Class Pursuant to the**
14 **Distribution Plan**

15 Within twenty (20) business days of the Final Approval Order² and receipt of
16 a satisfactory W-9 from the Administrator, National General shall pay \$7.5 million
17 and Wells Fargo shall pay \$1.0 million ("Other Compensation") to the Administrator
18 in order to compensate the Settlement Class Members who are otherwise not eligible
19 for compensation under the Allocation Plan and paid for a CPI Policy that was placed
20 on their Account(s) and remained in effect after the CPI Billing Date ("Other CPI
21 Customers"). Defendants shall make Other Compensation payments to a settlement
22 fund ("the Other Compensation Settlement Fund") from which the Settlement
23 Administrator shall, upon further orders of the Court and subject to such supervision
24 and direction of the Court and/or the Settling Parties as may be necessary or as
25 circumstances may require, administer the Other Compensation to Authorized
26

27 ² In the event that the foregoing date falls on a Saturday, Sunday, or U.S. bank holiday,
28 the payment will be made on the next business day.

1 Recipients, and shall oversee Distribution of the Other Compensation pursuant to the
2 Distribution Plan attached hereto as **Exhibit C** (“Distribution Plan”).

3 **C. Treasury Regulations and Fund Investment for the Other**
4 **Compensation Settlement Fund**

5 The Parties agree that the Other Compensation Settlement Fund is intended to
6 be maintained as a qualified settlement fund within the meaning of Treasury
7 Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of
8 Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and
9 any other tax reporting for or in respect of the Other Compensation Settlement Fund
10 and paying from the Other Compensation Settlement Fund any taxes owed with
11 respect to the Other Compensation Settlement Fund. Defendants shall have no
12 obligation to replenish the Other Compensation Settlement Fund as a result any taxes
13 owed or paid out of the Other Compensation Settlement Fund or for any other reason.
14 The Parties agree that the Other Compensation Settlement Fund shall be treated as a
15 qualified settlement fund from the earliest date possible and agree to any relation-
16 back election required to treat the Other Compensation Settlement Fund as a qualified
17 settlement fund from the earliest date possible. Any and all funds held in the Other
18 Compensation Settlement Fund shall be held in an interest-bearing account insured
19 by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution
20 determined by the Settlement Administrator and approved by the Parties. Funds may
21 be placed in a non-interest bearing account as may be reasonably necessary during the
22 check clearing process. The Settlement Administrator shall provide an accounting of
23 any and all funds in the Other Compensation Settlement Fund, including any interest
24 accrued thereon and payments made pursuant to this Agreement, upon request of any
25 of the Parties.

26 **D. Taxes for the Other Compensation Settlement Fund**

27 All taxes relating to the Other Compensation Settlement Fund shall be paid out
28 of the Other Compensation Settlement Fund, shall be considered an administrative

1 expense, and shall be timely paid by the Settlement Administrator without prior order
2 of the Court. Further, the Other Compensation Settlement Fund shall indemnify and
3 hold harmless the Parties and their counsel for taxes (including, without limitation,
4 taxes payable by reason of any such indemnification payments). The Parties and their
5 respective counsel have made no representation or warranty with respect to the tax
6 treatment by any Representative Plaintiff or any Settlement Class member of any
7 payment or transfer made pursuant to this Agreement or derived from or made
8 pursuant to the Other Compensation Settlement Fund. Each Representative Plaintiff
9 and Settlement Class member shall be solely responsible for the federal, state, and
10 local tax consequences to him, her or it of the receipt of funds from the Other
11 Compensation Settlement Fund pursuant to this Agreement.

12 **E. Settlement Compensation Does Not Include Fees, Notice and**
13 **Administrative Costs, or Service Awards.** Payments pursuant to the Allocation Plan
14 and Other Compensation do not include attorney's fees and expenses, Service
15 Awards, or Notice and Administrative Costs, all of which are to be paid separately by
16 Defendants as set forth in this Agreement.

17 **F. Offer of Mediation.** Eligible Class Members will receive an Offer of
18 Mediation to participate in Wells Fargo's no-cost telephonic mediation program if the
19 eligible Class Member is not satisfied with his or her compensation under this
20 settlement and completes a Mediation Request Form. Upon receipt of a completed
21 Mediation Request Form, Wells Fargo will arrange for an eligible Class Member to
22 participate in the Wells Fargo mediation program, and will make a good faith attempt
23 to arrange for an eligible Class Member's participation in a mediation session with a
24 neutral third party from JAMS upon the request of a Class Member. Such Offer of
25 Mediation is not a guarantee that Wells Fargo will pay any Class Member additional
26 compensation nor it is a guarantee that the Class Members' concerns about the
27 compensation paid under this settlement will be resolved by participating in the
28 mediation program. It shall also not be a breach of this Settlement Agreement if an

1 eligible Class Member does not receive compensation by participating in the
2 mediation program or is otherwise dissatisfied with the outcome of their mediation
3 session with a neutral third party. To be eligible for an Offer of Mediation: (1) the
4 Class Member must have had an Eligible CPI Policy; (2) the Class Member must have
5 had at least one episode of delinquency (defined as an account being over 30 days
6 past due) during the period that the Class Member was charged for CPI; and (3) the
7 associated account for the CPI Policy must have experienced a repossession within
8 the CPI Impact Period. This no cost program does not include the payment of a Class
9 Member's attorneys' fees, if any.

10 **G. Credit Report Adjustments.** Eligible Class Members may be entitled
11 to be evaluated for Credit Report Adjustments for the past seven years. In such
12 instances, Wells Fargo will make reasonable efforts to submit requests to Experian,
13 TransUnion, and Equifax (collectively, the "Credit Reporting Agencies") to address
14 any adverse credit reporting due to Duplicative Coverage or policies eligible for
15 remediation as a Five States Customer. Wells Fargo's submission of such requests to
16 the Credit Reporting Agencies is not a guarantee that any adverse credit reporting will
17 be corrected or removed by the Credit Reporting Agencies or that any harm to a Class
18 Member's credit will be remedied. To be eligible for Credit Report Adjustments:
19 (1) the Class Member must have had an Eligible CPI Policy; (2) the Class Member
20 must have had at least one episode of delinquency (defined as an account being over
21 30 days past due) during the period that the Class Member was charged for CPI; and
22 (3) the delinquency must have been reported to one or more Credit Reporting
23 Agencies. To the extent a Class Member believes Wells Fargo has not submitted a
24 request to the Credit Reporting Agencies as set forth above, the Class Member must
25 notify the Settlement Administrator of the specific facts for the alleged non-
26 compliance. The Settlement Administrator will provide Wells Fargo 30 days to
27 respond to that claim, after which the Settlement Administrator will determine in its
28 sole discretion whether Wells Fargo has notified the Credit Reporting Agencies

1 pursuant to this paragraph. If Wells Fargo has not so notified the Credit Reporting
2 Agencies, the Settlement Administrator will instruct Wells Fargo to cure any non-
3 compliance. The Settlement Administrator's determination is binding and not
4 appealable and is the sole remedy available to Class Members for any non-compliance
5 with this paragraph.

6 **H. Agreement to Be Bound.** All members of the Settlement Class who
7 obtain any compensation pursuant to the Allocation Plan or the Distribution Plan shall
8 be subject to and bound by the provisions of this Settlement Agreement, Settlement
9 Class Released Claims, and the Judgment with respect to all Settlement Class
10 Released Claims. Each Settlement Class Member shall look solely to the Allocation
11 Plan or the Distribution Plan for settlement and satisfaction of all Settlement Class
12 Released Claims released herein. Except as provided by order of the Court pursuant
13 to this Settlement Agreement, no Settlement Class Member shall have any interest in
14 the Allocation Plan or the Distribution Plan, or any portion thereof.

15 **I. Disbursements.** Funds designated for disbursement pursuant to the
16 Allocation Plan and Distribution Plan will remain subject to the jurisdiction of the
17 Court, until such time as they are fully distributed in compliance with the Agreement,
18 Allocation Plan, Distribution Plan, and any applicable Court order.

19 **J. Identification of the Settlement Class Entitled To Compensation.**
20 This is not a claims-made settlement and does not require Settlement Class Members
21 to make a claim or take other action in order to receive the compensation set forth
22 herein. Wells Fargo shall identify and compensate Settlement Class Members in
23 accordance with the terms of the Allocation Plan attached hereto by relying on data
24 and information about the Customers' Accounts and CPI Policies reasonably
25 available to Wells Fargo. Wells Fargo agrees to provide the compensation to the
26 Settlement Class set forth herein in stages and according to timeframes as set forth in
27 the Allocation Plan. Because of the magnitude and complexity of compensation,
28 Customers, Accounts, and CPI Policies included in the Settlement Agreement, Wells

1 Fargo contemplates that fully effectuating its obligations under the Settlement
2 Agreement, including the compensation anticipated hereunder, may take until early
3 2020.

4 **K. No Reversion to Defendants.** To the extent Defendants' total payments
5 to individual Settlement Class Members as provided hereunder are less than the
6 Settlement Amount, any remaining portion of the Settlement Amount shall not revert
7 to Defendants. With respect to the Settlement Class payments pursuant to the
8 Allocation Plan, any remaining funds shall be handled in accordance with the Consent
9 Orders. With respect to the Other Compensation, the remaining portion shall be
10 distributed pro rata to Authorized Recipients who cash checks, unless it is
11 administratively infeasible to do so, in which case such remaining funds shall be paid,
12 subject to Court approval, to a mutually agreeable non-profit.

13 **IV. NOTICE AND ADMINISTRATION OF SETTLEMENT**

14 **A. Notice to the Settlement Class.** In addition to the amounts paid to the
15 Settlement Class, Wells Fargo shall pay all costs of providing notice to the Settlement
16 Class and administration of the Settlement.

17 **B. Reporting.** Wells Fargo agrees to provide to Class Counsel for Plaintiffs
18 and the Proposed Settlement Class reasonable periodic reporting (no more often than
19 once per month) on progress toward satisfying Wells Fargo's compensation
20 obligations under the Allocation Plan until such compensation is completed.

21 **C. No Liability for Distribution of Settlement Funds.** Defendants will
22 make reasonable efforts to facilitate the Administrator's receipt of records necessary
23 to locate Settlement Class Members entitled to distribution from the Distribution Plan.
24 Neither the Settling Parties nor their counsel shall have any responsibility for, or
25 liability whatsoever with respect to, the distribution of payments pursuant to the
26 Allocation Plan or Distribution Plan; the determination, administration, or calculation
27 of claims; or any losses incurred in connection with any such matters. In addition to
28 the releases set forth herein, the Settlement Class Releasors hereby fully, finally, and

1 forever release, relinquish, and discharge the Settlement Class Releasees, and their
2 counsel from any and all such liability. No Person shall have any claim against the
3 Settlement Administrator based on the distributions made substantially in accordance
4 with the Agreement and the Settlement contained herein, the Allocation Plan,
5 Distribution Plan, or further orders of the Court.

6 **V. SERVICE AWARDS, ATTORNEYS' FEES, AND REIMBURSEMENT**
7 **OF EXPENSES**

8 **A. Fee and Expense Application.** Class Counsel may submit an
9 application or applications (the "Fee and Expense Application") to the Court for
10 payment of: (a) an award of attorneys' fees; plus (b) reimbursement of reasonable
11 expenses incurred in connection with prosecuting the Action. Class Counsel agree
12 that an application for attorneys' fees will not seek an amount in excess of \$36 million
13 and that an application for costs will not seek an amount in excess of \$500,000.
14 Consistent with the Court's orders, Wells Fargo and National General will pay the
15 Administrator up to \$36 million in attorneys' fees and \$500,000 in costs, \$30 million
16 of which will be paid by Wells Fargo for attorneys' fees and \$6.5 million of which
17 will be paid by National General (the latter amount comprising \$6.0 million in
18 attorneys' fees and \$500,000 in costs), to be paid by the Administrator to Co-Lead
19 Counsel as provided herein. Defendants' payment obligations pursuant to this Section
20 shall be reduced proportionately in the event the Court awards less than \$36 million
21 in attorneys' fees and \$500,000 in costs.

22 **B. Payment of Fee and Expense Award.** Any amounts that are awarded
23 by the Court pursuant to the paragraph above (the "Fee and Expense Award") shall
24 be paid to the Administrator by Wells Fargo and National General separate and apart
25 from the Allocation Plan and Distribution Plan within twenty (20) days of entry of the
26 Court's Final Approval Order. Within ten (10) business days of receipt of the Fee and
27 Expense Award from Wells Fargo and National General, the Administrator shall pay
28 the Fee and Expense Award to Co-Lead Counsel Law Firms of Baron & Budd, P.C.

1 and Robins Kaplan LLP (“Co-Lead Counsel Law Firms”), which law firms may
2 further pay such funds to Class Counsel and other law firms representing Plaintiffs in
3 the Action, subject to the terms herein.

4 **C. Procedure for Award of Fees and Expenses.** The procedure for, and
5 the allowance or disallowance by the Court of, the Fee and Expense Application are
6 to be considered by the Court separately from the Court’s consideration of the
7 fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement.
8 Any order or proceeding relating to the Fee and Expense Application, or any appeal
9 from any Fee and Expense Award or any other order relating thereto or reversal or
10 modification thereof, shall not operate to terminate or cancel this Agreement. No
11 order of the Court or modification or reversal on appeal of any order of the Court
12 concerning any Fee and Expense Award shall constitute grounds for cancellation or
13 termination of this Agreement.

14 **D. No Liability for Fees and Expenses of Class Counsel.** Neither the
15 Settlement Class Releasees nor their counsel shall have any responsibility for, interest
16 in, or liability whatsoever with respect to any payment(s) to Class Counsel pursuant
17 to this Agreement and/or to any other Person who may assert some claim thereto or
18 any Fee and Expense Award that the Court may make in the Action, other than as set
19 forth in this Agreement. Similarly, neither the Settlement Class Releasees nor their
20 counsel shall have any responsibility for, interest in, or liability whatsoever with
21 respect to allocation among Class Counsel, and/or any other person who may assert
22 some claim thereto, of any Fee and Expense Award that the Court may make in the
23 Action.

24 **E. Representative Plaintiffs Service Award Application.** Class Counsel
25 and Representative Plaintiffs may submit application(s) to the Court for a Service
26 Award (“Service Award Applications”). Class Counsel and Representative Plaintiffs
27 agree that the Service Award Applications shall not exceed \$7,500. Consistent with
28 the Court’s orders, Wells Fargo agrees to pay the Administrator for any service

awards of up to \$7,500 to each of the Representative Plaintiffs for their time, effort, and expense in prosecuting this litigation and achieving this Settlement. Any amount that is awarded by the Court (the "Service Awards") shall be paid by the Administrator separate and apart from the Allocation Plan and Distribution Plan consistent with the provisions of this Settlement Agreement. Within twenty (20) business days of Final Approval and Wells Fargo's receipt of a satisfactory W-9 for the payee(s), any Service Awards shall be paid to an escrow fund from which the Settlement Administrator shall, upon further orders of the Court and subject to such supervision and direction of the Court and/or the Settling Parties as may be necessary or as circumstances may require, administer to the Representative Plaintiffs.

VI. 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. Defendants no longer have any right to terminate this Agreement, nor is there a possibility of termination of this Agreement as set forth herein or, if Defendants do have such right, they have given written notice to Co-Lead Counsel that they will not exercise such right;
2. The Court has finally approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Fed. R. Civ. P. 23, and has entered the Final Approval Order and Judgment;
3. The Settlement Class Released Claims, Wells Fargo and National General Released Claims, and the Action are dismissed with prejudice pursuant to the Final Approval Order and Judgment; and
4. The expiration of appeal periods and/or resolution of all appeals:
 - a. If no appeal is taken from the Final Approval Order or Judgment, the date after the time to appeal therefrom has expired; or

1 b. If any appeal is taken from the Final Approval Order or Judgment,
2 the date after all appeals therefrom, including petitions for
3 rehearing or re-argument, petitions for rehearing en banc, and
4 petitions for certiorari or any other form of review, have been
5 finally disposed of, such that the time to appeal therefrom has
6 expired, in a manner resulting in an affirmance without material
7 modification of the relevant order or judgment.

8 **B. Occurrence of Effective Date.** Upon the occurrence of all of the events
9 referenced in the above paragraph, any and all remaining interest or right of
10 Defendants in or to compensation allocated for the Allocation Plan or Distribution
11 Plan, if any, shall be absolutely and forever extinguished.

12 **C. Failure of Effective Date to Occur.** If all of the conditions specified in
13 this Section are not met, then this Settlement Agreement shall be cancelled and
14 terminated, subject to and in accordance with the provisions set forth herein unless
15 the Settling Parties mutually agree in writing to proceed with this Settlement
16 Agreement. The effectiveness of the Settlement is expressly conditioned on the
17 Settlement Agreement being approved by the Court and any appellate court reviewing
18 the Settlement without it being rejected or required to be materially modified by any
19 Court ruling or any order resulting from an appeal or other review. If the Settlement
20 is not finally approved by the Court and any appellate court reviewing it without
21 material modification, the Agreement shall terminate and cease to have any effect.

22 **D. Exclusions.** Any Settlement Class Member who wishes to opt out of the
23 Class must do so on or before the Exclusion/Objection Deadline specified in the Class
24 Notice.

25 1. In order to become an Opt-Out, a Settlement Class Member must
26 file a request for exclusion with the Court no later than the
27 Exclusion/Objection Deadline. The request for exclusion must
28 include all information specified in the Class Notice. Opt-Outs

1 may opt out of the Class only on an individual basis; so-called
2 “mass” or “class” opt-outs shall not be allowed and shall be of no
3 force or effect.

4 2. No later than five (5) Days after the Exclusion/Objection
5 Deadline, Co-Lead Counsel shall provide to counsel for
6 Defendants a complete and final list of Opt-Outs. With the Motion
7 for Final Approval of the Settlement, Co-Lead Counsel will file
8 with the Court a complete list of Opt-Outs, including the name,
9 city, and state of the person requesting exclusion (the “Opt-Out
10 List”).

11 *a)* With respect to any Opt-Outs, Defendants reserve all of
12 their legal rights and defenses, including, but not limited to,
13 any defenses relating to whether the person qualifies as a
14 Settlement Class Member and/or has standing to bring any
15 claim.

16 *b)* Defendants may challenge the validity of any Opt-Out by
17 filing a motion with the Court within five (5) Days after Co-
18 Lead Counsel provides Counsel for Defendants a complete
19 and final list of Opt-Outs. The Court shall have jurisdiction
20 to resolve any disputes regarding the validity of Opt-Outs.
21 Any decision by Defendants not to dispute an Opt-Out shall
22 not be a waiver, determination, or preclusive finding against
23 the Settlement Class Releasees in any proceeding.

24 **E. Objections.** Any Settlement Class Member (other than the
25 Representative Plaintiffs and those Settlement Class Members who requested
26 exclusion from the Settlement Class by the Opt-Out Deadline) may object to this
27 Settlement Agreement by submitting a timely written objection to the Settlement
28 Administrator and filing such objection with the Court prior to the

1 Exclusion/Objection Deadline. To be valid, an objection must be in writing, include
2 the Settlement Class Members name, address, telephone number, Wells Fargo loan
3 number, signature, a statement of the nature of the objection, and must be
4 submitted/filed prior to the Exclusion/Objection Deadline. The objection must state
5 whether it applies only to the objector, to a specific subset of the Class, or to the entire
6 Class, and also state with specificity the grounds for the objection. Lawyers asserting
7 objections on behalf of Class Members must: (1) file a notice of appearance with the
8 Court before the Exclusion/Objection Deadline; (2) file a sworn declaration attesting
9 to his or her representation of each Class Member on whose behalf the objection is
10 being filed; and (3) comply with the procedures described in this Section. Lawyers
11 asserting objections on behalf of Class Members also must file a sworn declaration
12 that specifies the number of times during the prior five-year period they have objected
13 to a class action settlement on their own behalf or on behalf of a class member.

14 The Settlement Administrator will retain copies of all communications from
15 the Settlement Class, including all objections to the Settlement. The Settlement
16 Administrator will provide copies of these documents to Class Counsel and
17 Defendants' Counsel. Unless the Court directs otherwise, any Class Member who
18 fails to comply with the provisions of this Section will waive and forfeit any and all
19 rights he, she, or it may have to object to the Settlement and/or to appear and be heard
20 on said objection at the Fairness Hearing. Failure to object waives a Class Member's
21 right to appeal.

22 **F. Termination.** Plaintiffs, through Class Counsel, and either Defendant
23 shall have the right, but not the obligation, to terminate this Agreement if: (1) the
24 total number of timely and valid requests for exclusion exceeds 3,000 Class Members;
25 (2) the Court rejects, modifies, or denies approval of any portion of this Agreement
26 or the proposed Settlement that results in a substantial modification to a material term
27 of the proposed settlement; or (3) the Court, or any appellate court(s), does not enter
28 or completely affirm, or alters, narrows or expands, any portion of the Final Approval

Order, that results in a substantial modification to a material term of the proposed settlement. However, the Settling Parties agree to act in good faith to secure Final Approval of this Settlement and to attempt to address in good faith concerns regarding the Settlement identified by the Court and any appellate court. The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section, by a signed writing served on the other Parties no later than 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 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 Plaintiffs, Defendants or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the 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;
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; and
3. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect.

G. Other Orders. No Settling Party shall have any obligation whatsoever to proceed under any terms other than substantially in the form provided and agreed to herein; provided, however, that no order of the Court concerning any Fee and

1 Expense Application, or any modification or reversal on appeal of such order, shall
2 constitute grounds for cancellation or termination of this Agreement by any Settling
3 Party. Without limiting the foregoing, either Defendant shall have, in their sole and
4 absolute discretion, the option to terminate the Settlement in its entirety in the event
5 that the Judgment, upon becoming Final, does not provide for the dismissal with
6 prejudice of the Action, the Settlement Class Released Claims, and the Wells Fargo
7 and National General Released Claims.

8 **VII. NO ADMISSION OF LIABILITY**

9 **A. Final and Complete Resolution.** The Settling Parties intend the
10 Settlement as described herein to be a final and complete resolution of all disputes
11 between them with respect to the Action, Settlement Class Released Claims, and
12 Wells Fargo and National General Released Claims, and to compromise claims that
13 are contested, and it shall not be deemed an admission by any Settling Party as to the
14 merits of any claim or defense or any allegation made in the Action.

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

23 **C. Use of Agreement as Evidence.** Whether or not this Agreement
24 becomes final or is terminated pursuant to its terms, the Settling Parties expressly
25 agree that neither this Agreement nor the Settlement, any act performed or document
26 executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or
27 may be deemed to be or may be used as an admission of, or evidence of, the validity
28 of any claims released by the Agreement, any allegation made in the Action, or any

1 violation of any statute or law or of any wrongdoing or liability of Defendants, and
2 evidence thereof shall not be discoverable or used, directly or indirectly, in any way,
3 whether in the Action or in any other proceeding; or (b) is or may be deemed to be or
4 may be used as an admission of, or evidence of, any liability, fault, or omission of the
5 Settlement Class Releasees in any civil, criminal, or administrative proceeding in any
6 court, administrative agency, or other tribunal. Neither this Agreement nor the
7 Settlement, nor any act performed or document executed pursuant to or in furtherance
8 of this Agreement or the Settlement, shall be admissible in any proceeding for any
9 purpose, except to enforce the terms of the Settlement; provided, however, that the
10 Settlement Class Releasees may file this Agreement (including the Exhibits), the Final
11 Approval Order, and/or the Judgment in any action for any purpose, including, but
12 not limited to, in order to support a defense or counterclaim based on principles of res
13 judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction,
14 or any other theory of claim preclusion or issue preclusion or similar defense or
15 counterclaim.

16 **VIII. REPRESENTATIONS AND WARRANTIES**

17 **A.** This Agreement and the Settlement shall be subject to the ordinary and
18 customary judicial approval procedures under Fed. R. Civ. P. 23. Until and unless this
19 Agreement is dissolved or becomes null and void by its own terms, or unless
20 otherwise ordered by the Court, or if Final Approval is not achieved, Representative
21 Plaintiffs and Defendants represent and warrant that they shall take all appropriate
22 steps in the Action necessary to preserve the jurisdiction of the Court, use their best
23 efforts to cause the Court to grant Preliminary and Final Approval of this Agreement
24 as promptly as possible, and take or join in such other steps as may be necessary to
25 implement this Agreement and to effectuate the Settlement. This includes the
26 obligation to (a) oppose non-meritorious objections and to defend the Agreement and
27 the Settlement before the Court and on appeal, if any; (b) seek approval of this
28 Agreement and of the Settlement by the Court; (c) move for the entry of the orders

1 required to effectuate Preliminary and Final Approval; and (d) join in the entry of
2 such other orders as are necessary to effectuate this Agreement.

3 **B.** Any Fee and Expense Award that Plaintiffs and Class Counsel may seek
4 upon application to the Court pursuant to this Agreement shall include all attorneys'
5 fees and litigation costs that Plaintiffs, Class Counsel, and any of the current and
6 former owners, predecessors, successors, partners, shareholders, agents (alleged or
7 actual), representatives, employees, and Affiliates of Class Counsel, seek or may have
8 any right or claim to in connection with the Action and the Settlement Class Released
9 Claims against the Settling Parties.

10 **C.** Representative Plaintiffs represent and warrant that other than Class
11 Counsel, as that term is defined herein, there is no other Person having any interest in
12 any award of attorneys' fees, expenses, or litigation costs in connection with the
13 Action, Agreement, or Settlement.

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

22 **E.** Representative Plaintiffs and Defendants represent and warrant that they
23 have not, nor will they, unless expressly authorized to do so by the terms of this
24 Agreement, (a) attempt to void this Agreement in any way; (b) Opt-Out of the
25 Settlement under this Agreement; (c) solicit or encourage in any fashion a member of
26 the Class to Opt-Out; or (d) solicit or encourage in any fashion any effort by any
27 Person to object to the Settlement under this Agreement.

28 **F.** If any Person breaches the terms of any of the representations and

1 warranties in this section, the Court shall retain jurisdiction over this matter to
2 entertain actions by a Settling Party against such Person for breach and/or any Settling
3 Party's request for a remedy for such breach.

4 **G.** Class Counsel represent and warrant to Defendants that they have the
5 authority to execute this Agreement on behalf of Plaintiffs, and themselves, and
6 thereby to bind Plaintiffs, to all terms and conditions of this Agreement, and, subject
7 to Court approval, to bind all Settlement Class Members to the terms and conditions
8 of this Agreement.

9 **IX. MISCELLANEOUS PROVISIONS**

10 **A. Voluntary Settlement.** The Settling Parties agree that the terms of the
11 Settlement as described herein were negotiated in good faith by the Settling Parties,
12 and reflect a settlement that was reached voluntarily after consultation with competent
13 legal counsel.

14 **B. Subsequent Events Impacting Administration.** In the event that there
15 are any developments in the effectuation and administration of this Agreement that
16 are not dealt with by the terms of this Agreement, then such matters shall be dealt
17 with as agreed upon by the Settling Parties, and failing agreement, as shall be ordered
18 by the Court.

19 **C. Claims in Connection with Administration.** No Person shall have any
20 claim against the Plaintiffs, Defendants, Counsel for Defendants, Class Counsel, the
21 Settlement Administrator, or the Settlement Class Releasees or their agents based on
22 administration of the Settlement substantially in accordance with the terms of the
23 Agreement or any order of the Court or any appellate court.

24 **D. Binding Effect.** This Agreement shall be binding upon, and inure to the
25 benefit of, the successors and assigns of the Settling Parties hereto. Without limiting
26 the generality of the foregoing, each and every covenant and agreement herein by
27 Plaintiffs shall be binding upon all Settlement Class Members.

28 **E. Notices.** All notices and responses to notices under this Agreement shall

1 be in writing. Each such notice or response shall be given either by email unless
2 otherwise specified herein or in the notice to the Class; and, if directed to any
3 Settlement Class Member, shall be addressed to Co-Lead Counsel at their email
4 addresses set forth below, and if directed to Defendants, shall be addressed to Counsel
5 for Defendants at the email addresses set forth below or such other email addresses as
6 Class Counsel or Defendants may designate, from time to time, by giving notice to
7 all Settling Parties hereto in the manner described in this paragraph.

8 If directed to Plaintiffs or any Class Member, email address notice to:

9 Roland Tellis, rtellis@baronbudd.com

10 Roman Silberfeld, rsilberfeld@robinskaplan.com

11 Aaron Sheanin, asheanin@robinskaplan.com

12 David Fernandes, Jr., dfernandes@baronbudd.com

13 David Martinez, dmartinez@RobinsKaplan.com

14 Kellie Lerner, klerner@RobinsKaplan.com

15 Benjamin Steinberg, bsteinberg@robinskaplan.com

16 If directed to Wells Fargo, email address notice to:

17 David C. Powell, dpowell@mcguirewoods.com

18 Jason Evans, jevans@mcguirewoods.com

19 Alicia A. Baiardo, abaiardo@mcguirewoods.com

20 Carolee A. Hoover, choover@mcguirewoods.com

21 Aaron R. Marienthal, amarienthal@mcguirewoods.com

22 If directed to National General, email address notice to:

23 Corey Worcester, coreyworcester@quinnemanuel.com

24 Jane Byrne, janebyrne@quinnemanuel.com

25 Renita Sharma, renitasharma@quinnemanuel.com

26 **F. Confidentiality of Settlement Negotiations.** The Settling Parties and
27 their counsel shall keep strictly confidential and not disclose to any third party any
28 non-public information regarding the Settling Parties' negotiation of this Settlement

1 and/or Agreement, unless ordered by the Court to do so. For the sake of clarity,
2 information contained within this Agreement shall be considered public, as well as
3 any information requested by the Court in the approval process and other such
4 information necessary to implement this Settlement, provided such information is
5 filed (and is not under seal) and/or is not considered to be confidential materials under
6 the Settling Parties' Protective Order in this case.

7 **G. No Party Deemed to Be the Drafter.** None of the Settling Parties hereto
8 shall be deemed to be the drafter of this Agreement or any provision hereof for the
9 purpose of any statute, case law, rule of interpretation, or construction that would or
10 might cause any provision to be construed against the drafter hereof.

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

17 **I. Amendment; Waiver.** This Agreement shall not be modified in any
18 respect except by a writing executed by Defendants and Plaintiffs, by and through Co-
19 Lead Counsel, and the waiver of any rights conferred hereunder shall be effective only
20 if made by written instrument of the waiving party. The waiver by any party of any
21 breach of this Agreement shall not be deemed or construed as a waiver of any other
22 breach, whether prior, subsequent, or contemporaneous, of this Agreement. Nothing
23 in the Settlement Agreement (including the fact of Settlement) constitutes or shall be
24 construed as a waiver by Defendants of whatever rights they may have under any
25 arbitration agreement, including with respect to any claim, lawsuit, or judicial
26 proceeding initiated by a member of the Settlement Class who has opted-out of the
27 Settlement.

28 **J. Execution in Counterparts.** This Agreement may be executed in one or

1 more counterparts. All executed counterparts and each of them shall be deemed to be
2 one and the same instrument. Counsel for the Settling Parties to this Agreement shall
3 exchange among themselves original signed counterparts and a complete set of
4 executed counterparts shall be filed with the Court.

5 **K. Integrated Agreement.** This Agreement constitutes the entire
6 agreement between the Settling Parties with respect to the Settlement. This
7 Agreement supersedes all prior negotiations and agreements, including but not limited
8 to the Memorandum of Understanding/Term Sheet, and may not be modified or
9 amended except by a writing signed by the Settling Parties and their respective
10 counsel. The Settling Parties acknowledge, stipulate, and agree that no covenant,
11 obligation, condition, representation, warranty, inducement, negotiation, or
12 understanding concerning any part of the subject matter of this Agreement has been
13 made or relied on except as expressly set forth in this Agreement. It is understood by
14 the Settling Parties that, except for the matters expressly represented herein, the facts
15 or law with respect to which this Agreement is entered into may turn out to be other
16 than or different from the facts now known to each Settling Party or believed by such
17 party to be true. Each Settling Party therefore expressly assumes the risk of the facts
18 or law turning out to be different, and agrees that this Agreement shall be in all
19 respects effective and not subject to termination by reason of any such different facts
20 or law.

21 **L. Attorneys' Fees and Costs.** Except as otherwise expressly provided in
22 this Agreement, each party shall bear its own costs and attorneys' fees.

23 **M. Return or Destruction of Confidential Materials.** The Settling Parties
24 agree to continue to comply with the Protective Order entered in this Action at the
25 conclusion of the case. All agreements made and orders entered during the course of
26 the Action relating to the confidentiality of information shall survive this Agreement.

27 **N. Intended Beneficiaries.** No provision of this Agreement shall provide
28 any rights to, or be enforceable by, any Person that is not one of the Plaintiffs, a

1 Settlement Class Member, Defendants, one of the Settlement Class Releasees, Wells
2 Fargo and National General Releasees, Class Counsel, or Counsel for Defendants,
3 except that this Agreement will be binding upon and inure to the benefit of the
4 successors and assigns of the Settling Parties. No Plaintiff, Settlement Class Member,
5 or Class Counsel may assign or otherwise convey any right to enforce any provision
6 of this Agreement.

7 **O. Regular Course of Business.** The Settling Parties agree that nothing in
8 this Agreement shall be construed to prohibit communications between Settlement
9 Class Releasees, on the one hand, and Settlement Class Members, on the other hand,
10 in the regular course of business.

11 **P. Tax Consequences.** No representations or advice regarding the tax
12 consequences of this Agreement have been made by any Settling Party. The Settling
13 Parties further understand and agree that each Settling Party, each Settlement Class
14 Member, each of Class Counsel, and Plaintiffs shall be responsible for his, her, its, or
15 their own taxes, if any, resulting from this Agreement and any payments made
16 pursuant to this Agreement.

17 **Q. Bankruptcy Proceedings.**

- 18 i. The Settling Parties agree that any Settlement Class Member who
19 is in active bankruptcy proceedings or previously was a party to
20 bankruptcy proceedings during the period of time covered in the
21 definition of the Class may only participate in the Settlement
22 subject to applicable bankruptcy law and procedures. Defendants
23 are under no obligation to notify any bankruptcy court that has,
24 had, or may have jurisdiction over such Settlement Class
25 Member's bankruptcy proceedings or any trustee or examiner
26 appointed in such Class Member's bankruptcy proceedings of this
27 Agreement or the benefits conferred by the Agreement and the
28 Settlement.

1 ii. The Settling Parties agree that any disputes concerning the rights
2 of the bankruptcy estate to the proceeds of any payment under the
3 Settlement or Service Award shall be adjudicated by the
4 Bankruptcy Court. The Settlement Administrator shall follow any
5 direction of the Bankruptcy Court with respect to the proceeds of
6 any payment or Service Award.

7 **R. No Conflict Intended; Headings.** Any inconsistency between this
8 Agreement and the exhibits attached hereto shall be resolved in favor of this
9 Agreement. The headings used in this Agreement are intended for the convenience of
10 the reader only and shall not affect the meaning or interpretation of this Agreement.

11 **S. Settlement Class Member Obligations.** Under no circumstances shall
12 the Settlement or Agreement or any release herein be deemed to alter, amend, or
13 change the terms and conditions of any account or loan to which any Settlement Class
14 Member is or was a party, or to provide a defense to any such loan, nor shall the
15 Agreement or any release herein be deemed to have any effect in any bankruptcy case,
16 in any foreclosure proceeding, or in any other action involving a Settlement Class
17 Member hereto, nor shall the Settlement or the Agreement create or be construed as
18 evidence of any violation of law or contract. In the event this Agreement is so
19 construed as to a particular Settlement Class Member, it can be declared by Defendant
20 to be null and void as to that Settlement Class Member only (and in such latter event,
21 the Settlement Class Released Claims as to that Settlement Class Member shall also
22 be void).

23 **T. Press Release.** Plaintiffs and Class Counsel shall be permitted to issue a
24 press release provided it is in a format that is mutually agreeable to the Parties after
25 the Final Approval Order. Plaintiffs and Class Counsel shall not seek media
26 interviews concerning: (i) the Action; (ii) the facts and circumstances that were the
27 subject of, or disclosed in, discovery in the Action; and/or (iii) the Settlement of the
28 Action, excepting only that such statements may be made to individual Settlement

1 Class Members in one-on-one communications or as part of the Settlement Class
2 Notice. Under no circumstance shall Plaintiffs or Class Counsel disclose to any third
3 party (1) any confidentially designated discovery obtained from Defendants in the
4 Action and/or (2) any non-public information regarding the Settling Parties'
5 negotiation of this Settlement and/or this Agreement, except as may be otherwise
6 permitted in this Agreement. Specifically, this paragraph does not alter the scope of
7 any confidentiality provisions or provisions regarding the use of non-public
8 information set forth in this Agreement.

9 **U. Non-Disparagement.** Named Plaintiffs agree to refrain from
10 intentionally disparaging Settlement Class Releasees with respect to any issue related
11 to the Action. Named Plaintiffs agree to refrain from taking any action designed to
12 harm the public perception of Settlement Class Releasees regarding any issue related
13 to this Action, except they may provide sworn testimony if required by an order from
14 a court of competent jurisdiction. Failure to abide by this provision will constitute a
15 breach of this Settlement Agreement.

16 **V. Mediator's Declaration.** The parties agree that the Mediator may file a
17 declaration in support of any approval motions.

18 **W. Further Disputes.** If any disputes arise out of the finalization of the
19 settlement documentation, said disputes are to be resolved by Professor Eric Green
20 first by way of expedited telephonic mediation and, if mediation is unsuccessful, then
21 by way of final, binding, non-appealable determination.

22
23 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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28

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

5
6 PLAINTIFF ANGELA CAMACHO

7 By:

8  DocuSigned by:
FF9656F81CEB411...

9 Angela Camacho

10 Date: 6/4/2019, 2019

11
12 PLAINTIFF ODIS COLE

13 By:

14
15 Odis Cole

16 Date: _____, 2019

17
18 PLAINTIFF NYLE DAVIS

19 By:

20
21 Nyle Davis

22 Date: _____, 2019

23

24

25

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

5
6 PLAINTIFF ANGELA CAMACHO
7 By:

8
9 Angela Camacho

10 Date: , 2019

11
12 PLAINTIFF ODIS COLE
13 By:

14 
15 Odis Cole

16 Date: 6/4 , 2019

17
18 PLAINTIFF NYLE DAVIS
19 By:

20
21 Nyle Davis

22 Date: , 2019

23

24

25

26

27

28

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2 authorized representatives, have entered into this Agreement as of the date first below
3 written, and have executed this Settlement Agreement on the date indicated below
4 each respective signature.

5
6 PLAINTIFF ANGELA CAMACHO

7 By:

8
9 Angela Camacho

10 Date: _____, 2019

11
12 PLAINTIFF ODIS COLE

13 By:

14
15 Odis Cole

16 Date: _____, 2019

17
18 PLAINTIFF NYLE DAVIS

19 By:

20 
21 Nyle Davis

22 Date: June 4, 2019

23

24

25

26

27

28

1 PLAINTIFF DUANE FOSDICK

2 By:

3 
4 Duane Fosdick

5 Date: 6-3, 2019

6

7 PLAINTIFF BRANDON HAAG

8 By:

9 _____
10 Brandon Haag

11 Date: _____, 2019

12

13 PLAINTIFF PAUL HANCOCK

14 By:

15 _____
16 Paul Hancock

17 Date: _____, 2019

18

19 PLAINTIFF DUSTIN HAVARD

20 By:

21 _____
22 Dustin Havard

23 Date: _____, 2019

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1 PLAINTIFF DUANE FOSDICK

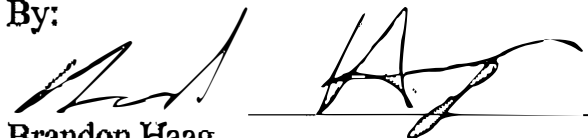
2 By:

3
4 Duane Fosdick

5 Date: _____, 2019

6
7 PLAINTIFF BRANDON HAAG

8 By:

9 

10 Brandon Haag

11 Date: June 5, 2019

12
13 PLAINTIFF PAUL HANCOCK

14 By:

15
16 Paul Hancock

17 Date: _____, 2019

18
19 PLAINTIFF DUSTIN HAVARD

20 By:

21 _____
22 Dustin Havard

23 Date: _____, 2019

1 PLAINTIFF DUANE FOSDICK

2 By:

3 _____
4 Duane Fosdick

5 Date: _____, 2019

6
7 PLAINTIFF BRANDON HAAG

8 By:

9 _____
10 Brandon Haag

11 Date: _____, 2019

12
13 PLAINTIFF PAUL HANCOCK

14 By:

15 
Paul Hancock (Jun 4, 2019)

16 Paul Hancock

17 Date: _____, 2019

18
19 PLAINTIFF DUSTIN HAVARD

20 By:

21 _____
22 Dustin Havard

23 Date: _____, 2019

1 PLAINTIFF DUANE FOSDICK

2 By:

3

4 Duane Fosdick

5 Date: _____, 2019

6

7 PLAINTIFF BRANDON HAAG

8 By:

9

10 Brandon Haag

11 Date: _____, 2019

12

13 PLAINTIFF PAUL HANCOCK

14 By:

15

16 Paul Hancock

17 Date: _____, 2019

18

19 PLAINTIFF DUSTIN HAVARD

20 By:

21

22 Dustin Havard

23 Date: 6-4-2019 , 2019

24

25


26

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1 PLAINTIFF BRIAN MILLER

2 By:

3 
4 Brian Miller

5 Date: 6/05, 2019

6

7 PLAINTIFF ANALISA MOSKUS

8 By:

9

10 _____
Analisa Moskus

11 Date: _____, 2019

12

PLAINTIFF REGINA GONZALEZ

13 By:

14

15 Regina Gonzalez

16

17 Date: _____, 2019

18

PLAINTIFF KEITH PRESTON

19 By:

20

21 Keith Preston

22

23 Date: _____, 2019

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1 PLAINTIFF BRIAN MILLER

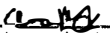
2 By:

3 _____
4 Brian Miller

5 Date: _____, 2019

6
7 PLAINTIFF ANALISA MOSKUS

8 By:

9 
Analisa Moskus (Jun 4, 2019)

10 Analisa Moskus

11 Date: **June 3rd** _____, 2019

12 PLAINTIFF REGINA GONZALEZ

13 By:

14 _____
15 Regina Gonzalez

16 Date: _____, 2019

17
18 PLAINTIFF KEITH PRESTON

19 By:

20
21 Keith Preston

22 Date: _____, 2019

1 PLAINTIFF BRIAN MILLER

2 By:

3
4 Brian Miller

5 Date: _____, 2019

6
7 PLAINTIFF ANALISA MOSKUS

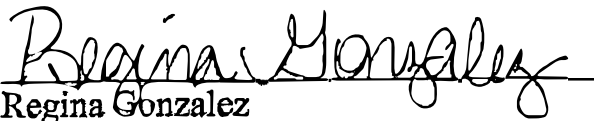
8 By:

9
10 Analisa Moskus

11 Date: _____, 2019

12 PLAINTIFF REGINA GONZALEZ

13 By:

14 
15 Regina Gonzalez

16 Date: June 4th, 2019

17
18 PLAINTIFF KEITH PRESTON

19 By:

20
21 Keith Preston

22 Date: _____, 2019

1 PLAINTIFF BRIAN MILLER

2 By:

3
4 Brian Miller

5 Date: _____, 2019

6
7 PLAINTIFF ANALISA MOSKUS

8 By:

9
10 Analisa Moskus

11 Date: _____, 2019

12 PLAINTIFF REGINA GONZALEZ

13 By:

14
15 Regina Gonzalez

16 Date: _____, 2019

17
18 PLAINTIFF KEITH PRESTON

19 By:

20
21 Keith Preston

22 Date: June 6, 2019

1 PLAINTIFF VICTORIA REIMCHE

2 By:

3 

4 Victoria Reimche

5 Date: June 4, 2019

7 PLAINTIFF DENNIS SMALL

8 By:

9
10 Dennis Small

11
12 Date: , 2019

14 PLAINTIFF BRYAN TIDWELL

15 By:

16
17 Bryan Tidwell

18 Date: , 2019

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1 PLAINTIFF VICTORIA REIMCHE

2 By:

3 _____
4 Victoria Reimche

5 Date: _____, 2019
6

7 PLAINTIFF DENNIS SMALL

8 By:

9 
10 _____
11 128D396BE93E443

10 Dennis Small

11 Date: 6/4/2019
12 _____, 2019

13
14 PLAINTIFF BRYAN TIDWELL

15 By:

16 Bryan Tidwell
17

18 Date: _____, 2019
19
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1 PLAINTIFF VICTORIA REIMCHE

2 By:

3
4 Victoria Reimche

5 Date: _____, 2019

6
7 PLAINTIFF DENNIS SMALL

8 By:

9
10 Dennis Small

11
12 Date: _____, 2019

13
14 PLAINTIFF BRYAN TIDWELL

15 By:

16  _____
17 Bryan Tidwell

18 Date: June 4, 2019

19

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1 DEFENDANTS WELLS FARGO BANK, NATIONAL ASSOCIATION AND
2 WELLS FARGO & CO.

3 By:

4 

5 Title: EVP, Head of Wells Fargo Auto

6 Date: June 6, 2019

7
8 DEFENDANTS NATIONAL GENERAL HOLDINGS CORP. AND NATIONAL
9 GENERAL INSURANCE COMPANY

10 By:

11 Title:

12 Date: , 2019

13
14 Agreed as to form and content:

15
16 Roland Tellis (SBN 186269)
17 rtellis@baronbudd.com
18 BARON & BUDD, P.C.
19 15910 Ventura Boulevard, Suite 1600
20 Encino, California 91436
21 Telephone: (818) 839-2333
22 Facsimile: (818) 986-9698

23 Roman M. Silberfeld (SBN 62783)
24 rsilberfeld@robinskaplan.com
25 ROBINS KAPLAN LLP
26 2049 Century Park East, Suite 3400
27 Los Angeles, California 90067
28 Telephone: (310) 552-0130
Facsimile: (310) 229-5580

*Co-Lead Counsel for Plaintiffs and the
Proposed Settlement Class*

1 DEFENDANTS WELLS FARGO BANK, NATIONAL ASSOCIATION AND
2 WELLS FARGO & CO.

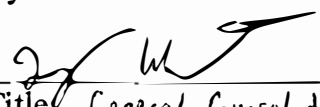
3 By:

4
5 Title: _____

6 Date: _____, 2019

7
8 DEFENDANTS NATIONAL GENERAL HOLDINGS CORP. AND NATIONAL
9 GENERAL INSURANCE COMPANY

10 By:

11 
12 Title: General Counsel & Secretary

13 Date: June 6, 2019

14 Agreed as to form and content:

15
16 Roland Tellis (SBN 186269)
17 rtellis@baronbudd.com
18 BARON & BUDD, P.C.
19 15910 Ventura Boulevard, Suite 1600
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*Co-Lead Counsel for Plaintiffs and the
Proposed Settlement Class*

1 DEFENDANTS WELLS FARGO BANK, NATIONAL ASSOCIATION AND
2 WELLS FARGO & CO..

3 By:

4
5 Title: _____

6 Date: _____, 2019


7
8 DEFENDANTS NATIONAL GENERAL HOLDINGS CORP. AND NATIONAL
9 GENERAL INSURANCE COMPANY

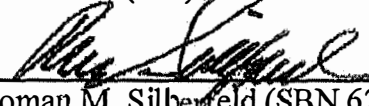
10 By:

11
12 Title: _____

13 Date: _____, 2019

14 Agreed as to form and content:

15
16 
17 Roland Tellis (SBN 186269)
18 rtellis@baronbudd.com
19 BARON & BUDD, P.C.
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Facsimile: (310) 229-5580

*Co-Lead Counsel for Plaintiffs and the
Proposed Settlement Class*



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dpowell@mcguirewoods.com
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Facsimile: (415) 844-9922

*Attorneys for Defendants Wells Fargo
& Company and Wells Fargo Bank
N.A. d/b/a Wells Fargo Dealer Services*

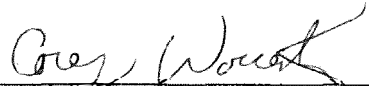
Corey Worcester (*pro hac vice*)
coreyworcester@quinnemanuel.com
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51 Madison Avenue
New York, NY 07079
Telephone: (212) 849-7000

*Attorneys for Defendants National
General Insurance Company and
National General Holdings
Corporation*

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