

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SHAHRIAR JABBARI and KAYLEE
HEFFELFINGER, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

WELLS FARGO & COMPANY AND WELLS
FARGO BANK, N.A.,

Defendants.

No. 15-cv-02159-VC

**REVISED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
APPROVING SERVICE AWARDS, AND
AWARDING ATTORNEYS' FEES AND
EXPENSES**

Judge: Hon. Vince Chhabria

On May 30, 2018, this Court held a Final Fairness Hearing to determine whether the terms and conditions of the Amended Stipulation and Agreement of Class Action Settlement and Release (“Settlement,” “Settlement Agreement,” or “SA”) agreed to by Plaintiffs Shahriar Jabbari and Kaylee Heffelfinger, and proposed Settlement Class Representatives Jose Rodriguez and Antonette Brooks, individually and on behalf of the Settlement Class (or “Class”), and Defendants Wells Fargo & Company and Wells Fargo Bank, N.A. (“Defendants” or “Wells Fargo”), are fair, reasonable, and adequate and should be approved by the Court, and whether an Order and Final Judgment should be

1 entered dismissing the above-referenced Action with prejudice and releasing the Released Claims as
2 defined in Paragraph 2.50 of the Settlement Agreement. The Court also considered Plaintiffs' request for
3 Class Representative service awards and an award of attorneys' fees and expenses. The Court finds that
4 this Settlement complies with the Northern District of California's Procedural Guidance for Class
5 Action Settlements. The Court also finds that the Settlement represents a successful outcome for the
6 Settlement Class; will provide significant monetary benefits to the Settlement Class while removing the
7 risk and delay associated with further litigation; and is fair, reasonable, and adequate pursuant to Federal
8 Rule of Procedure 23. The Court also finds that the requested service awards, attorneys' fees, and
9 expenses are reasonable. Therefore,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

12 1. The Court grants the Motion for Final Approval of the Revised Class Action Settlement
13 Agreement and Release and grants final approval to the Settlement. This Order (the "Final Approval
14 Order") incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms
15 used here shall have the same meanings as they have in the Settlement Agreement.
16

17 2. This Court has personal jurisdiction over all Settlement Class Members and subject-
18 matter jurisdiction to approve the Settlement Agreement.

19 **Compliance with Preliminary Approval Order**

20 3. All the revisions that the Court requested in its Preliminary Approval Order (ECF 165)
21 have been implemented. *See* Declaration of Derek W. Loeser in Support of Plaintiffs' Motion for Final
22 Approval of Class Action Settlement, Certification of a Settlement Class, Service Awards and Fee/Cost
23 Award (Loeser Declaration) (ECF 186). Specifically, Section 39 of the revised long-form notice (ECF
24 162-7) was altered before distribution to make clear that mediation does not impose a binding result on
25 the parties, but depends on the parties' mutual agreement. Also, Section 42 of the revised long-form
26

1 notice (ECF 162-7) was altered before distribution to include an appropriate email address for Class
2 Counsel.

3 **Class Certification and Final Settlement Approval**

4 4. The Court confirms its previous certification of the Settlement Class, for settlement
5 purposes only, pursuant to Federal Rule of Civil Procedure 23(b)(3). The Settlement Class is defined as
6 follows: All Persons for whom Wells Fargo or Wells Fargo's current or former subsidiaries, affiliates,
7 principals, officers, directors, or employees opened an Unauthorized Account or submitted an
8 Unauthorized Application, or who obtained Identity Theft Protection Services from Wells Fargo during
9 the period from May 1, 2002 to April 20, 2017, inclusive, with the exception of (i) Defendants' officers,
10 directors and employees; (ii) the judicial officers and associated court staff assigned to this case, and the
11 immediate family members of such officers and staff; and (iii) Persons who timely and properly opt-out
12 of the Settlement Class pursuant to the procedures set out in Paragraph 12 of the Settlement Agreement.
13 The Court confirms its previous determination in the Preliminary Approval Order that, for settlement
14 purposes only, the Action meets all the prerequisites of Rule 23(a) and the requirements of Rule
15 23(b)(3).
16
17

18 5. The Court confirms its previous appointment of the following people as Class
19 Representatives: Shahriar Jabbari, Kaylee Heffelfinger, Jose Rodriguez, and Antonette Brooks. The
20 Court finds that these Class Representatives have adequately represented the Settlement Class for
21 purposes of entering into and implementing the Settlement.
22

23 6. The Court confirms its previous appointment of Derek W. Loeser, Gretchen Freeman
24 Cappio, Daniel Mensher, Jeffrey Lewis, and Matthew J. Preusch of Keller Rohrback L.L.P. as Class
25 Counsel. Class Counsel have adequately represented the Settlement Class for purposes of entering into
26 and implementing the Settlement.
27

1 7. The Court confirms its previous appointment of Rust Consulting as the Settlement
2 Administrator and finds that it has so far fulfilled its duties under the Settlement. The Court orders that
3 the Settlement Administrator shall be paid according to the Settlement Agreement for expenses relating
4 to the Notice Plan and administration of the Settlement.
5

6 8. The Court finds that the Settlement creates a non-reversionary Settlement Fund of \$142
7 million, which Wells Fargo has deposited into the Escrow Account as required by the Preliminary
8 Approval Order. The Escrow Account was established as a Qualified Settlement Fund within the
9 meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as
10 amended. Class Counsel shall, in its sole discretion, appoint an Escrow Agent who shall hold and
11 distribute funds as provided herein. All costs and expenses of the Escrow Agent, including taxes, if any,
12 shall be paid from the funds under its control, including any interest earned on the funds.
13

14 9. The Court finds that, in addition to the \$142 Settlement Fund, Wells Fargo has agreed to
15 pay the cost of engaging the Consumer Reporting Agencies to conduct their respective tasks in
16 connection with the analysis of Credit Impact Damages; up to \$1 million of the cost of conducting the
17 expert analysis necessary to calculate Credit Impact Damages; \$1 million toward the increased cost of
18 mailing notice by envelope to Consultant-Identified Persons; certain call center costs related to
19 management, training, and live support; and certain additional settlement administration costs
20 necessitated by the supplemental notices issued by Wells Fargo at the direction of the Court.
21

22 10. The Court finds that the Settlement is, within the meaning of Rule 23(e) of the Federal
23 Rules of Civil Procedure, fair, reasonable, and adequate and in the best interests of the Class
24 Representatives, the Settlement Class, and each of the Settlement Class Members, and is consistent and
25 in compliance with all requirements of due process and federal law. The Court further finds that the
26 Settlement is the result of arm's-length negotiations between experienced counsel representing the
27

1 interests of the Class Representatives, the Settlement Class Members, and the Defendants, and that there
2 are no signs of collusion between the Parties. The Court further finds that the Parties have evidenced full
3 compliance with the Court's Preliminary Approval Order and other Orders relating to this Settlement.

4 The Settlement shall be consummated pursuant to the terms of the Settlement Agreement and this Order,
5 and the Parties are hereby directed to perform those terms.
6

7 11. The Court finds that the Notice Plan, previously approved (as modified) by the Court in
8 its Preliminary Approval Order, has been implemented accurately and fully, and in compliance with the
9 Preliminary Approval Order. The Notice Plan as implemented by the Parties complies with Federal Rule
10 of Civil Procedure 23(c)(2)(B). It constituted the best practicable notice; was reasonably calculated,
11 under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of
12 their right to exclude themselves or object to the Settlement and to appear at the Final Fairness Hearing;
13 and was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
14 notice.
15

16 12. The Notice Plan was extensive and robust. It included direct mail notice to 2,992,937
17 potential Class members based on data provided by Wells Fargo. Botzet Decl. at 2-4 (ECF 182). The
18 Settlement Administrator has reported to Class Counsel that an additional 29,547 notice packets were
19 mailed to those who requested them. In addition, Wells Fargo provided more than 100 million email
20 notices to current and former Wells Fargo customers in two rounds of email notice, and will send more
21 than 40 million additional notices in a third round by June 22, 2018. Mathews Decl. at 2 (ECF 245-5).
22 Wells Fargo also incorporated notices into more than 67 million statements mailed or made
23 electronically available to Wells Fargo customers. *Id.*
24

25 13. In addition to that robust direct mail and email notice program, the Settlement provided
26 an extensive media and advertising component. *See* Wheatman Decl. (ECF 183). That included printing
27

1 a color publication notice in national news outlets and Spanish-language outlets. *Id.* ¶¶ 17-19. “Banner
2 ads” were also placed on websites, using targeted ad campaigns. *Id.* ¶ 23. Supplementing all of these
3 efforts was a media outreach program designed to drive awareness of the Settlement and point
4 Settlement Class Members to the Settlement Website, www.WFSettlement.com, which provided notice,
5 frequently asked questions, and key court documents. *Id.* ¶¶ 28-33. Class Counsel also designed and
6 implemented several social media campaigns to encourage participation in the settlement. *Id.* ¶ 28. In
7 short, the parties and their Court-appointed experts used every reasonable tool to create and implement
8 and wide-ranging program to provide the best notice practicable to potential Settlement Class Members.
9

10 14. The Court finds that the Plan of Allocation is fair, reasonable, and adequate. The
11 Settlement provides for three types of payment: (1) Fee Damages and (2) Credit Impact Damages, both
12 of which together compose “Compensatory Damages”; and (3) and a “residual” payment, which is
13 termed “Non-Compensatory Damages” under the Settlement. The Plan of Allocation provides that
14 Authorized Claimants will be reimbursed from the Net Settlement Amount for Compensatory Damages,
15 and will also be allocated Non-Compensatory Damages. The Plan of Allocation is tailored to the
16 particular facts and circumstances of this case, and includes an innovative approach to tailoring
17 compensation for increased borrowing costs due to credit score impact.
18

19 15. The Court finds that the Plan of Allocation with respect to Non-Compensatory Damages
20 is fair, reasonable, and adequate. The Settlement provides for a reserve totaling \$25 million for residual
21 payments to Settlement Class members based on the number of Unauthorized Accounts, Unauthorized
22 Applications, and instances of authorized enrollment in Identity Theft Protection Services for each Class
23 member.
24

25 16. In accordance with the Order on the Parties’ Stipulation and Administrative Motion re
26 Settlement Reserve and Schedule (ECF 176), the Court orders that in the event the number of
27

1 Unauthorized Accounts identified by Settlement Class Members in the claims process and not disputed by
2 the Settlement Administrator exceeds Plaintiffs' 3.5 million estimate, Wells Fargo will proportionally
3 increase the \$25 million reserve so that the ratio of reserve to Unauthorized Accounts is no less than what
4 was implied by Plaintiffs' estimate at the time of Preliminary Approval, such that:

5 A. the Settlement Administrator shall calculate the Excess Ratio by dividing the
6 number of Unauthorized Accounts, as validated by the Settlement Administrator through the
7 Claims process, by 3,500,000; and

8 B. Paragraph 9.9 of the Settlement Agreement shall be deemed modified as follows:
9 wherever "\$19,366,000" appears in such Paragraph, it shall be replaced by a product obtained by
10 multiplying \$19,366,000 against the Excess Ratio; and wherever "\$5,634,000" appears in such
11 Paragraph, it shall be replaced by a product obtained by multiplying \$5,634,000 against the
12 Excess Ratio.
13

14 17. Compensatory Damages consists of two components: (1) increased borrowing cost due to
15 credit score impact as a result of a Credit Analysis Account ("Credit Impact Damages"); and (2)
16 unreimbursed fees assessed by Wells Fargo in connection with certain Unauthorized Accounts ("Fee
17 Damages").
18

19 18. The Court finds that the Plan of Allocation with respect to Credit Impact Damages is fair,
20 reasonable, and adequate. The Court has reviewed the Declaration of Edward M. Stockton (ECF 184)
21 and the Exhibits thereto and finds that Edward M. Stockton is qualified to design the Credit Impact
22 Damages model by his specialized knowledge; that, under the model, Credit Impact Damages are based
23 on sufficient data under the circumstances; that the model is the product of reliable principles, reliably
24 applied to the available data; and that the model presents a feasible, reasonable, fair, and objective
25 method for estimating the amount of credit cost injury suffered by the Class. The model compares the
26 method for estimating the amount of credit cost injury suffered by the Class. The model compares the
27

1 cost of credit that a consumer would incur absent the alleged unauthorized conduct to the cost that the
2 consumer incurred, or is expected to incur, assuming that the alleged unauthorized conduct did occur.
3 The difference is equal to the estimated effect on credit cost from the allegedly unauthorized conduct,
4 and determined through review of literature, other research, and various reliable quantification
5 techniques.
6

7 19. The Court finds that the Plan of Allocation with respect to Fee Damages is fair,
8 reasonable, and adequate. The Plan of Allocation reasonably and fairly accounts for the unavailability of
9 data for the 2002-2008 period by allocating Fee Damages to every account from the 2002-2008 period,
10 but making the per-account payment equal to the average 2009-2017 Fee Damages payment. While
11 Consultant-Identified Persons are not eligible to receive Fee Damages in connection with the account,
12 product, or service identified through the Consultant Analysis as potentially being an Unauthorized
13 Account, any fees assessed by Wells Fargo in connection with such an account, product, or service have
14 been or will be reimbursed through a separate process. Consultant-Identified Persons remain eligible to
15 receive Fee Damages in connection with Unauthorized Accounts that were not identified through the
16 Consultant Analysis. Consultant-Identified Persons are eligible to receive Credit Impact Damages in
17 connection with an Unauthorized Credit Analysis Account, regardless of whether the Unauthorized
18 Credit Analysis Account was identified through the Consultant Analysis.
19

20 20. The Court has reviewed the updated list of opt outs provided by Class Counsel following
21 the Final Approval hearing and attached hereto as Exhibit A and approves that list, including those who
22 filed untimely exclusions, as constituting the complete list of all Persons who have submitted timely
23 requests for exclusion from the Settlement Class. Within 14 days of the issuance of this Order, Class
24 Counsel shall file under seal the opt out forms or online exclusions submitted by those Persons on the
25 list attached as Exhibit A.
26

1 21. The exclusion request submitted by the Navajo Nation shall be effective as to claims
2 asserted in the Navajo Nation’s own proprietary interests, but does not effectuate an exclusion of
3 individual members of the Navajo Nation from the Settlement Class nor does it limit any *res judicata*
4 effect this Judgment has on the claims the Navajo Nation has asserted, or may in the future assert, to
5 protect the interests of members of the Navajo Nation. *See California v. Intelligender, LLC*, 771 F.3d
6 1169, 1181 (9th Cir. 2014) (“[W]hen the government seeks individual relief on behalf of an already
7 defeated litigant, *res judicata* usually applies.”). Each of these individual Class Members have a due
8 process right to intelligently and individually choose whether to continue in this lawsuit as Settlement
9 Class Members, and they are adequately represented in this lawsuit by Class Counsel. *See Hanlon v.*
10 *Chrysler Corp.*, 150 F.3d 1011, 1024 (9th Cir. 1998) (class rights cannot be exercised “en masse . . . by
11 attempting to effect a group-wide exclusion from an existing class. Indeed, to do so would infringe on
12 the due process rights of the individual class members, who have the right to intelligently and
13 individually choose whether to continue in a suit as class members.”).

14 22. Those individuals who filed both a claim and an exclusion, identified on the list provided
15 by Class Counsel and attached hereto as Exhibit B, shall not be excluded unless they subsequently
16 communicate their intent to Class Counsel or the Settlement Administrator to withdraw their claim and
17 not participate in the Settlement on or before July 7, 2018. Class Counsel or the Settlement
18 Administrator shall contact these Class Members, to the extent not already done, and inquire of their
19 intentions in this regard, and shall file a supplemental list of validated opt outs, if any, from the list
20 attached as Exhibit B, and shall file under seal the opt out forms or online exclusions submitted by those
21 persons, no later than July 14, 2018.

22 23. The Court has carefully considered the objections to the Settlement and class certification
23 and overrules them.
24

1 24. The Court finds that formal discovery is not a prerequisite to a fair settlement under Rule
2 23(e), and that Class Counsel had sufficient information to make an informed decision about settlement.
3 The Court also notes that the Settlement accounts for uncertainty about the precise size of the Class by
4 providing an uncapped guarantee of Compensatory Damages, and by proportionally increasing the
5 reserve for Non-Compensatory Damages in the event the number of Unauthorized Accounts identified by
6 Settlement Class Members in the claims process and not disputed by the Settlement Administrator exceeds
7 Plaintiffs' 3.5 million estimate. *See supra* ¶ 17.

9 25. The size of the Settlement is within the range of reasonableness allowed by Rule 23(e).
10 There is a significant risk that, absent this Settlement, a class could not be certified. In light of that risk,
11 and others, the Court finds that the Settlement reasonably discounts from the upper limit of feasible
12 recovery.

13 26. The Court has evaluated the Credit Impact Damages methodology and overrules
14 objections to it. The methodology compensates Class members for increased borrowing costs due to
15 credit score impact, and does so in an administratively practical manner.

17 27. The Court also rejects the argument that the Settlement is unfair because it requires
18 Wells Fargo to ask the Consumer Reporting Agencies to suppress certain credit inquiries and
19 Delinquency or Derogatory Reports instead of simply directing the Consumer Reporting Agencies to
20 do so. The Consumer Reporting Agencies are not Parties and cannot be directly bound by the
21 Settlement. The Parties do not control the Consumer Reporting Agencies; however, the Court has no
22 reason to believe that the Credit Reporting Agencies have not or will not suppress information as
23 requested by Wells Fargo.
24
25
26
27

1 28. Differences among state laws do not bar certification of the class here, as Plaintiffs have
2 asserted a claim under a federal statute (the Fair Credit Reporting Act) that is equally applicable in all
3 states.

4 29. Because the Court finds that the Notice complied with due process and the requirements
5 of Rule 23, it overrules objections to the Notice.
6

7 30. Pursuant to this Order and Final Judgment, with respect to the Released Parties,
8 Settlement Class Members' Released Claims are hereby dismissed with prejudice and without costs,
9 other than those permitted under the Settlement Agreement or by this Order.

10 31. As of the Effective Date, the Class Representatives, and all Settlement Class members
11 who have not been excluded from the Settlement Class, and their heirs, estates, trustees, executors,
12 administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone
13 claiming through them or acting or purporting to act for them or on their behalf, regardless of whether
14 they have received actual notice of the proposed Settlement or have executed and delivered a Claim
15 Form, shall have conclusively compromised, settled, discharged, and released any and all Released
16 Claims against any Released Party, and shall be bound by the provisions of the Settlement Agreement
17 and this Order. Furthermore, as of the Effective Date, the Class Representatives, and all Settlement
18 Class members shall by operation of the final judgment have expressly waived, to the fullest extent
19 permitted by law, any and all provisions, rights and benefits conferred by California Civil Code section
20 1542, and any law of any state or territory of the United States, or principle of common law, or the law
21 of any foreign jurisdiction, that is similar, comparable, or equivalent to California Civil Code section
22 1542.
23
24
25
26
27

Service Awards, Attorneys' Fees, and Expenses

1
2 32. The Court finds that the proposed service awards are fair and reasonable, and now Orders
3 those awards to be paid out of the Settlement Fund to the following Class Representatives pursuant to
4 the Settlement Agreement: to Shahriar Jabbari, \$5,000; to Kaylee Heffelfinger, \$5,000; to Jose
5 Rodriguez, \$5,000; and to Antonette Brooks, \$5,000.
6

7 33. The Court awards to Class Counsel attorneys' fees in the amount of \$21,300,000, to be
8 paid out of the Settlement Fund pursuant to the parties' agreement, and the terms set forth in this Order.
9 Noting that the Ninth Circuit's "benchmark" for percentage-of-the-recovery awards is 25%, the Court
10 finds that the attorneys' fee award, which is 15% of the Settlement Fund is fair and reasonable under the
11 percentage-of-the-recovery method based upon the following factors: (1) the results obtained by
12 counsel in this case, which not only make the Class whole through guaranteed and uncapped
13 Compensatory Damages, but also guarantee Non-Compensatory Damages; (2) the considerable risk at
14 the outset of this case that Class Counsel would receive nothing, given the presence of an arbitration
15 agreement and attendant challenges that they would face in securing and maintaining Class
16 Certification; (3) the substantial non-monetary benefits for the Class, which include requests to
17 suppress Unauthorized Accounts on consumer reports, scrub unauthorized deposit accounts from
18 Early Warning Services reports, and entitle Class members to a review of their credit history for
19 Unauthorized Accounts or credit inquiries; (4) the range of awards made in similar cases, which are
20 often well above the 15% fee requested here; and (5) the considerable financial burdens that Class
21 Counsel shouldered on a contingent basis. These factors justify the requested award, which falls well
22 below the Ninth Circuit's 25% percent benchmark.
23
24
25
26
27

1 34. The Court also awards to Class Counsel \$515,549.74 as reimbursement of expenses.
2 Counsel have adequately documented these expenses, all of which are compensable litigation
3 expenses that were advanced for the benefit of the Class.
4

5 35. Ten percent of Class Counsel's awarded attorneys' fees shall remain in the Settlement
6 Fund until after Class Counsel files a Notice of Completion of Duties and the Court authorizes the
7 release to Class Counsel of the attorneys' fees remaining in the Settlement Fund. Class Counsel shall
8 file the Notice of Completion of Duties only after substantially all of the Settlement Fund has been
9 distributed to the Class and administration of the Settlement is substantially complete. The Notice of
10 Completion of Duties shall generally describe the results of the Settlement administration process,
11 including the total cost of administration, noting the portions of these costs paid by Wells Fargo.
12

13 36. The Court has carefully considered objections to Class Counsel's motion for attorneys'
14 fees and costs, and overrules them. The *ex ante* risk that Class Counsel assumed by filing this case
15 was considerable, and the Settlement provides substantial and innovative relief to the Class, including
16 expert-designed compensation for increased borrowing costs due to credit score impact. Empirical
17 research indicates that for a recovery in the range of \$142 million, a fee of 15% is slightly lower than
18 the median and average. Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements and*
19 *Their Fee Awards*, 7 J. Empirical Legal Stud. 811, 839 tbl.11 (2010); Theodore Eisenberg & Geoffrey
20 P. Miller, *Attorney Fees and Expenses in Class Action Settlements: 1993–2008*, 7 J. Empirical Legal
21 Stud. 248, 265 tbl.7 (2010). The Court also deems it reasonable to account for the full \$142 million
22 Settlement Fund in setting a fee, rather than excluding administrative costs. No objector challenges
23 those administrative costs as excessive, and the costs were expended for the common benefit of the
24 Class.
25
26
27

Appeal Bonds

1
2 37. Class action objectors can play an important role in class action settlements. However,
3 the Court is aware that the objection process can be abused by objectors and their counsel who lodge
4 meritless objections for the sole purpose of delaying the implementation of a settlement through appeals
5 in order to be paid fees.

6
7 38. This Court has held that factors such as the following should be taken into account in
8 determining whether to require an appeal bond: (1) the appellant's financial ability to post a bond; (2) the
9 risk that the appellant would not pay the appellee's costs if the appeal loses; (3) the merits of the appeal;
10 and (4) whether the appellant has shown bad faith or vexatious conduct. *Fleury v. Richemont N. Am.,*
11 *Inc.*, No. C-05-4525 EMC, 2008 WL 4680033, at *6 (N.D. Cal. Oct. 21, 2008).

12
13 39. Under *Azizian v. Federated Department Stores, Inc.*, 499 F.3d 950, 960 (9th Cir. 2007),
14 an appeal bond can include taxable costs and administrative costs incurred during the delay of
15 settlement.

16
17 40. Relevant to the third and fourth factors are whether an objection is wholly without merit
18 or the objector or the objector's counsel has a history of making groundless or bad-faith objections. Such
19 a history makes an appellant less likely to pay costs, and tends to show that an appeal would have little
20 merit. Professor Robert H. Klonoff, an expert in class action litigation, identifies certain objectors and/or
21 their counsel as serial objectors. *See* Supplemental Decl. of Prof. Robert H. Klonoff Relating to Class
22 Settlement Approval, Attorneys' Fees, Costs, and Incentive Payments ¶ 13 & n.11.

23
24 41. In the event notices of appeal are filed, the Court will evaluate the above factors when
25 deciding whether a bond is appropriate, and if so, in what amount, based on further briefing.

1 42. Without affecting the finality of this Judgment, the Court reserves jurisdiction over the
2 Class Representatives, the Settlement Class, and Defendants as to all matters concerning the
3 administration, consummation, and enforcement of the Settlement Agreement.
4

5 **IT IS SO ORDERED.**

6 Dated: June 14, 2018



7 _____
8 VINCE CHHABRIA
9 United States District Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

EXHIBIT A

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|---------------------------------------|---|
| 1. ROBERT DANIEL DESPREZ | 46. ZACHARY CHRISTENSEN |
| 2. THERESE A KRAEMER | 47. ENG JU ONG |
| 3. MARIA B DIAZ | 48. SHEILA A ENGSTAD |
| 4. ALEXANDER R MACKENZIE | 49. PHERLAWNNA LESLIE |
| 5. DARYL & JOANNE SINGER | 50. ANTHONY CATO |
| 6. DAVID A SINGER | 51. JOSEPH W STEELE |
| 7. DR. TONI J LUCERO | 52. APRIL THOMAS |
| 8. KIM JOHN OVERBECK | 53. PATRICIA RIVAS |
| 9. COLEMAN R FERGUSON | 54. KIM WESTON |
| 10. WILLIS JOHNSON | 55. REGINA WHITE |
| 11. BRENT LETT | 56. ARMANDO AYALA |
| 12. JENNIFER CONNORS | 57. SHAIMONT JORDAN |
| 13. SAMSON WILLIAMS | 58. JENNIFER K ZELENY |
| 14. GEORGE WEISS | 59. TRACY KILGORE |
| 15. ROBERTO RIZZI | 60. KAY M MITCHELL |
| 16. BARBARA A HANSELL | 61. LAWRENCE J MITCHELL |
| 17. JUAN FRANCISCO MORENO
CASTILLO | 62. BARBARA SHADOAN |
| 18. TODD RAY | 63. ANDREW GORAYEB |
| 19. ILENE M SANDS | 64. MATTHEW GRAGG |
| 20. JANEICE MOORE | 65. MARIA C CISNEROS |
| 21. VIRGINIA P MORALES | 66. WILLETTE KING |
| 22. ERIN R KOLP | 67. GEORGE C SCHENCK |
| 23. CYNTHIA RAYE RISPAUD | 68. GWEN BESTEN |
| 24. AARON BELL | 69. ERIC TALASKA |
| 25. THURMAN L LONG | 70. MATTHEW BISHOP |
| 26. FRED WILD | 71. ADRIENNE THOMPSON |
| 27. BEN BALLANCE | 72. CONSTANT W OUEDRAOGO |
| 28. CHERESH CASINELLI | 73. ANI KHONDKARYAN |
| 29. BEVERLY A BEDELL | 74. JEFFERY TAYLOR |
| 30. ORODINA DORESTE | 75. MAGNET MASTERS LLC |
| 31. BACH DAM | 76. GEORGE RUSSELL |
| 32. LORRAINE M BETANCOURT | 77. MARGARET L WATSON |
| 33. HARRY E DYE | 78. ANA G GARCIA |
| 34. ISAAC ASHKERAZIC | 79. JANELL |
| 35. ESTATE OF MARION YOUNG | 80. JAMES HARGROVE |
| 36. SAMUEL GRECO | 81. LAURA K WISHARD |
| 37. THOMAS WESSEL | 82. DAVID SELF |
| 38. KEITH G LEE | 83. RUNE KRAFT |
| 39. LAURIE ASTERN | 84. RUNE KRAFT - PACIFIC
EQUIPMENT MANAGEMENT
COMPANY |
| 40. LUIS CORVERA | 85. RUNE KRAFT -
SERVICEPARTNER |
| 41. CHRISTINE FULLER | 86. RUNE KRAFT - ARTESIA |
| 42. SONGKRAN CHIMKIT | 87. RUNE KRAFT - THE 24 7 GROUP
OF COMPANIES |
| 43. PAMELA BURNETT | |
| 44. MARIA T RHODES | |
| 45. KENNETH M BUCK | |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|--|---------------------------------------|
| 88. MARIA POWELL | 132. DEBRA DEPAOLI |
| 89. JERMAINE DAVIS | 133. CELIA ACEVEDO |
| 90. GLEN GILLESHAMMER | 134. TIFFANI LEE |
| 91. RENEE PAGE | 135. KATHERINE PETERSON |
| 92. GLORIA PLEDGER | 136. SHEILA MICHEL |
| 93. ANDROMEDA NICOLAI | 137. BRETT ANDREWS |
| 94. GLENN I WELCH III | 138. MICHAEL JOHNSTON |
| 95. JOHN P. LESTER | 139. BETH JOHNSTON |
| 96. JOHN P. LESTER - STAFFING
DYNAMICS INTERNATIONAL
LLC | 140. MARY BENSON |
| 97. DALLAS BEAVER | 141. MARY BENSON |
| 98. MARLO MOBLEY | 142. DENISE GRICE |
| 99. PORTIA PITTMAN | 143. AMY PERRY |
| 100. ABEL VELA | 144. DEBRA COX |
| 101. MICHAEL KEANE | 145. MATTHEW D BARZMAN |
| 102. RAY A PRICE | 146. EDWIN GUARDIA |
| 103. CURTIS MCCRAY | 147. AMERICAN SEAFOOD CO INC |
| 104. JEFFERY ALLAN BALL | 148. COREY L. ROBERSON |
| 105. MARIE WARE | 149. MELISSA GRANT |
| 106. JIMMIE B RODRIGUEZ | 150. PATRICK VENTANILLA |
| 107. PAUL LAPKASS | 151. CAMERON P CASEY |
| 108. MIGUEL A CUEVA | 152. LAUREN C HEIMLICH |
| 109. HEATHER KNIGHT | 153. MACHE R SAMUELS |
| 110. STEPHEN MILLER | 154. DEIDRE GASTON |
| 111. DAVINA LEA GREYEVES | 155. CHERYL L. BROCKSMITH |
| 112. NORMA S VAZQUEZ FLORES | 156. PAMELA MARTIN |
| 113. RACHAEL SIMMONS | 157. CARISSA NETHERCUTT |
| 114. DAVID RAY EWING JR | 158. NEDELKA MARTINSEN |
| 115. LOVELL BURTON | 159. JOHN S SHACKELFORD |
| 116. CARINA L RHEA | 160. MELINDA BAVILLA |
| 117. TRACY L SIMMONS | 161. JEREMY BLACKWELL |
| 118. IRENE E GARCIA | 162. JAYSON PETTIFORD |
| 119. JENNIFER M SCOLA | 163. TERY ANN OCHOA |
| 120. CHRISTOPHER WILLIS | 164. RAPHAEL B. EMANUEL |
| 121. BRENT MILLER | 165. WANDA WASHINGTON |
| 122. ARMANDO AYALA | 166. JORGE A VARGASRIOS |
| 123. EDGAR MARQUEZ | 167. HECTOR MOLINA |
| 124. TIFFANY ROBINSON | 168. MIA JAMES |
| 125. YULONDA GEORGE | 169. LAJUANDA GALLOWAY |
| 126. REGINALD LIGHTFOOT | 170. DELISA M. JACKSON |
| 127. LACIE CHANCE | 171. LACEY KNOX |
| 128. RYAN CUENCA | 172. CHRISTINA AMARO |
| 129. ANTHONY BISSERUP | 173. CHRISTINA AMARO – AS
BUSINESS |
| 130. RUZANNA GALFAIAN | 174. KARL GREENEWOOD |
| 131. ALEXANDER GOMEZ | 175. SCOTT WESTIN |
| | 176. ILCE SANCHEZ - RIVERA |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|------------------------------|--------------------------------|
| 177. MONICA HELSEL | 223. LILA BEARD |
| 178. PATRICIA A. HUTCHINS | 224. LOGAN QUINN |
| 179. BELEN FERNANDEZ BESSONE | 225. LOIS J SCHUPP |
| 180. RACHEL SHACKELFORD | 226. MARY SWEENEY/BERNARD |
| 181. DAVID SHACKELFORD | 227. MICHAEL CAMARILLO |
| 182. CAROLYN SHACKELFORD | 228. MICHELLE A ROSE |
| 183. RAY SHACKELFORD | 229. PATRICIA J MANCINELLI |
| 184. MARY E DEAL | 230. RICARDO A. LAREMONT |
| 185. CARL GRUELUND | 231. SHIRLEY TORKELSON |
| 186. CAROLINE GRUELUND | 232. JUSTIN NOEL |
| 187. KARL G KAPP | 233. MICHAEL T SHEPPARD |
| 188. NAVAJO NATION | 234. ANTHONY J. GALEAZZO |
| 189. EMILY M CLAYTON | 235. JERRY AND YUKO HAHN |
| 190. COLLEEN M OLSON | 236. BRADFORD S COLLINS |
| 191. LISA BILKO | 237. KAREN L. LEE |
| 192. ROBERT OLSON | 238. PHYLLIS COSLETT |
| 193. WILLIE FLORENCE SR | 239. MERRILL GILLETTE |
| 194. HELEN VAIL | 240. JACK-LEHI M BRYCE |
| 195. DENISE M PILNAK | 241. ALISA DARNABY |
| 196. DONALD BLACK | 242. FRANK GABRIAN |
| 197. GEORGINA VALDEZ | 243. MICHAEL ALLUMS |
| 198. M KATHLEEN SMITH | 244. BARBARA J STEFFEN |
| 199. KEVIN PICKARD | 245. BRIAN E SMITH |
| 200. BRIXIE MARTINEZ | 246. CHRISTIAN MCCARTHY |
| 201. MARVIN SAWYER | 247. STEPHEN BOGGS JR |
| 202. ADNAN HOSSAIN | 248. ALAN MAUNEY |
| 203. FRAN JOHNSON | 249. MARY LYNN CROSBY |
| 204. LENORA M. KNUTH | 250. FRANCIS X DWYER |
| 205. MARY K DAGOVITZ | 251. DAVID C ARMSTRONG |
| 206. JOHN MORRISON | 252. DAVID CAVANAH |
| 207. WAYNE TAYLOR | 253. JANICE M MCSHERRY |
| 208. ALLENE J. CRANSTON | 254. JOHN L RENDALL III |
| 209. RUTH G. SMITH | 255. LOIS ANNE INDORF |
| 210. YOUN HWA YOON | 256. ELOUISE S OHLSON |
| 211. KRISTINE J RILEY | 257. ROGER G HINKLE |
| 212. BENNIE E SMITH, JR. | 258. KATHLEEN C CIOFFI |
| 213. BRYAN S CREGGER | 259. STEVEN M COLLOTON |
| 214. DANIELLE VAN LENTE | 260. ARNOLD L KWIKKEL |
| 215. DARLENE BUDZIAK | 261. EMILY DELGADO |
| 216. EDWARD K RICHTER | 262. EMILY DELGADO |
| 217. ERIC SHARPLESS | 263. ROGER M SALAME |
| 218. FRED PRINDLE | 264. CARRIE J CASTILLO |
| 219. FREDERICK E MASON | 265. GEORGE F & MARSHA I BOEHM |
| 220. JARED W. CALLIS | 266. KENNETH C. SOMMERFIELD |
| 221. JOHN ROBERT MCCULLOUGH | 267. ROBERT L. BRUECK |
| 222. JOSEPH P SOLEBELLO | 268. RICHARD FENSKE |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|--------------------------------|---|
| 269. BRANDON BLANKENSHIP | 315. JACOB UNGUREN |
| 270. KELVIN BRYANT JR | 316. JARED HAMANN |
| 271. FRANK LALONE | 317. BRIGITTE D COMANDANTE |
| 272. ROBERT AND MARIAN HAYES | 318. CHRISTINA GOH |
| 273. SHOMARI J HOHN | 319. JONATHAN STEIN |
| 274. BARBARA CHASSEE | 320. ARTHUR DALE THOMAS |
| 275. DONIELLE | 321. COLLEEN A HENNINGS |
| 276. MARTHA E TOZER | 322. ALLEN R AND JANET SHIELDS |
| 277. DAISY GONZALEZ | 323. HARISH K VELAMALA |
| 278. KEITH AND HAZEL HENRICK | 324. RAJESWARI MARADANA |
| 279. GREGORY F RENFROE | 325. SUSAN RAMOS |
| 280. TIFFANY IKEDA | 326. BELKIS AURORA CONTRERAS
CONTRERAS |
| 281. ACQUINETTA BEATTY | 327. JILL L SEEGER |
| 282. JAMES SHIPP | 328. C CALLOWAY |
| 283. CYANNE D NIFONG | 329. WAYNE MAISCH |
| 284. MAUREEN FITZGERALD | 330. MARCUS SMITH |
| 285. CAROL HAZLEWOOD | 331. ANDREW HILDRED ROBERTS |
| 286. ROY C LANE | 332. DAVID WATTS |
| 287. CHRISTINA LEE ADKINS | 333. LENORE N GUTHRIE |
| 288. ELIZABETH ANN WHISENAND | 334. BURTON OZMENT |
| 289. LING-YIN SHIH | 335. ROBERTO BUENFIL RICALDE |
| 290. PAULA D WRIGHT-LAMAR | 336. JIDESH VEERAMACHANENI |
| 291. MARK BRUNTY | 337. EDWARD MIHALEK |
| 292. OSCAR | 338. JOE SCHRENGOHS |
| 293. MATT AND JOY MALINOWSKI | 339. HOWARD GLEICHER |
| 294. DAVID KING | 340. DAMON C. CHEN |
| 295. ROSA J GRAVES | 341. ANTHONY BARRETT |
| 296. YOLANDE ESSANGUI | 342. MICHAEL MUCKLOW |
| 297. EMIL H MYERS JR | 343. WANDA J BURNETT |
| 298. DAVID OR AMY STILLMAN | 344. JOSEPH BURNETT |
| 299. TAMERA SCHEIBE | 345. GLENDA BUTTERFIELD |
| 300. KELLY ABNER | 346. SARALYN COHEN |
| 301. CAROLINA GARAY-ROSARIO | 347. JAMES L. PROCTOR |
| 302. ALFREDIA CONNER | 348. VIRGINIA RODRIGUEZ |
| 303. JEAN ANN LYNCH | 349. RHANDA TODD |
| 304. MARIA ARZATE | 350. KAREN I BOTEL |
| 305. JESSICA RUPE | 351. STEVE WINANS |
| 306. PATRICIA A BRUECK | 352. PAULA FREDERICK |
| 307. MARCO ANTONIO BORJA PEREZ | 353. ANDREA ZIMMER |
| 308. JOSEPH K. WASHBURN | 354. GIOVANNI MONTOYA |
| 309. BOYD MONTGOMERY | 355. JEAN OWONO |
| 310. ODNE METTRA | 356. SHIH-TING LIN |
| 311. DAVID GARRY NEWMAN | 357. ADAM PARROTT-SHEFFER |
| 312. ISABEL QUILANTAN | 358. ZACHARY BOLT |
| 313. KEVIN VAN TRAN | 359. ROBERT KIRKPATRICK |
| 314. NATHAN NIXON | |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|----------------------------|---------------------------------|
| 360. JERRY HARMAN | 405. MICHAEL SIMISON – CORRIDOR |
| 361. RICARDO ESPINOZA | HEALTH CARE |
| 362. JICKSEN K JOY | 406. DEVITA DOVER |
| 363. JOSEPH M SCARBOROUGH | 407. SHAWN MILLER |
| 364. RICKY HAWKINS | 408. CODY GRIFFIN |
| 365. LINN S SHAW | 409. RAYMOND MELVIN HALFON |
| 366. TRACEY FREBERTSHAUSER | 410. SHARI LAND |
| 367. KALEB HANNEN | 411. VANESSA STELLA |
| 368. KINAH HIBBLER | 412. ARNOLDO RIVERA |
| 369. KALEENA LEE | 413. CLAUDIA SANDOVAL |
| 370. KATHLEEN E WOLFE | 414. DHANESH PERSAUD |
| 371. SANDRA SALDANA | 415. LALITA JARMOND |
| 372. LORENA VALENCIA | 416. TONY GARDNER |
| 373. LESLIE KNOX | 417. RYAN BURCH |
| 374. EDITE FREITAS | 418. NATASHA JOSEPH |
| 375. ANN HAGER | 419. LATONYA YATES |
| 376. ROSILAND TOSCANO | 420. MARVIN IBANEZ |
| 377. TANIA AVAKIAN | 421. JULIAN LOWELL CULBREATH |
| 378. MARCIA K GUNHUS | 422. DIANNA SMITH |
| 379. COREY MICHAEL DAVIS | 423. JOSEPH CHARLES ADLER |
| 380. TANESHA L MURPHY | 424. STEVE LAWRENCE |
| 381. RYAN WRIGHT | 425. TAMARAE M HOLLMAN |
| 382. HOLLY GREEN | 426. THERESA MOORE KEELS |
| 383. CARLA M IRIZARRY | 427. VILDAN PIRINCCI |
| 384. ANGELITA MONTEZ | 428. LAQUIETTA BRYANT |
| 385. MARCELL AARON JR | 429. ALISON LAWRENCE |
| 386. KATHY KETCHUM | 430. ROMANIE PIERRE |
| 387. MATTHEW PAUL GOURD | 431. JUANA WILSON |
| 388. NUWAN DEWATHAGE | 432. KAREN VERGARA |
| 389. CRYSTRAL SINCLAIR | 433. ARTHUR F AHR |
| 390. RANDELL ZIRKLE | 434. RAKESHA REED |
| 391. CRYSTAL MINCEY | 435. MICHAEL J CARRILLO |
| 392. JUDITH M WALL | 436. SHANA BURBANK |
| 393. JORGE CERVANTES | 437. LATOYA LEWIS |
| 394. WENDELL JOHNSON | 438. TRYSTA CARLSEN (JOHNSON) |
| 395. DANYELL JOHNSON | 439. GILBERT SAUCEDO |
| 396. SUMAN M PRADHAN | 440. JOSE A SANTIAGO VELEZ |
| 397. ROBERT D MCMILLAN | 441. GLEN LA RAVIA |
| 398. DARLENE BURTON | 442. AMY EUDALEY |
| 399. JOHN J DYER | 443. SHAKE SABBRI |
| 400. PHILIP CARRELL | 444. PRAKASH PATEL |
| 401. WILLIAM BRIAN CROGHAN | 445. CHERYL WARREN |
| 402. LAWRENCE W DUNN | 446. PHILIP PENNELL |
| 403. DONNA WARDLOW BROWN | 447. BLANCA N CASTILLO |
| 404. MICHAEL SIMISON | 448. RENA JO KNOLL |
| | 449. IOANNIS BOSKOS |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|-------------------------------|---------------------------------|
| 450. MARLENE MILFORD | 496. LINDA LARA |
| 451. THELMA NEILA ALVARADO | 497. JOSEPH AYALA |
| 452. CHANDRIKA BERRY | 498. JOSEPH DINGLE |
| 453. KAO HER | 499. KERLANDE ABOITE |
| 454. KENDRA NGUYEN | 500. CLAUDIA CASTRO-GONZALEZ |
| 455. ROYCE OR MAMIE COLEMAN | 501. VICTORIA HOLGUIN |
| 456. CHRISTINA | 502. MONICA SOLIS |
| 457. CHARMAINE BLANCHARD | 503. JARRED ROBINSON |
| 458. RACHEL FLORES | 504. JASON JACKSON |
| 459. LAWRENCE E. TAYLOR JR | 505. EUGENE J DUPREE |
| 460. BRIJETTE KENNARD | 506. NIKKI STRICKLAND |
| 461. ALBERTO T VALDES | 507. TIFFANY TOBE |
| 462. CECILIA E MONTANEZ | 508. LIDIYA SILVER |
| 463. FLETCHER BURTON | 509. DARRELL YOUNG |
| 464. PHILIP GARDINER DE BACK | 510. DARA FENNER |
| 465. STEVEN DOROFF | 511. TEKEILA WARFIELD |
| 466. ESTHER LOERA | 512. LILY KOMLAN |
| 467. ERNESTO OSBALDO BAZUA | 513. LEON OTTEN |
| 468. LINDA THOMAS | 514. REYES A. ORDAZ |
| 469. SHONDA L. MILLER | 515. KISSIE HAWKINS |
| 470. TYRONE TOTTEN | 516. DORA JONES |
| 471. CHRISTOPHER LOCALLO | 517. STEVEN VINCENT ADDISON JR. |
| 472. GLEN KILMNICK | 518. MASIE A NEWSOME |
| 473. JOHN ROSS | 519. DAVID |
| 474. ANDREW J WILLIAMS | 520. MERCEDES MEDINA |
| 475. JALINE R MCMILLAN | 521. AMANDA RAKESTRAW |
| 476. ADAM WEHR | 522. AUJANEIK MOSS |
| 477. WILLIAM H. SERRANO | 523. JUAN C HENRIQUEZ |
| 478. MICHAEL D WILLIAMS | 524. MARIA LINO |
| 479. RANDY KIM | 525. KEVIN PURDIMAN |
| 480. NANCY ANN ZECCA | 526. BERNADETTE BREAUX |
| 481. SANDRA BAUTISTA | 527. CARLETON GOODLOE |
| 482. CHARLES ABABIO | 528. ZIAMARA |
| 483. STEVEN JOHNSON | 529. DAYNA MENZIES |
| 484. COLETTE DAUGHTRY | 530. CLAUDIA TELLEZ |
| 485. LIANE BARBER | 531. ROBERT OUEINI |
| 486. GRANDON PARKS | 532. AFTAB AHMED |
| 487. VICTORIA ANDERSON | 533. KAREN LOVINGS |
| 488. KAILA GREEN | 534. AKEITHA MOZELL |
| 489. NEVILLE C GEORGE JR | 535. CYNTHIA HILL |
| 490. SHELAYNE SAVAGE | 536. CHRISTOPHER ALLARD |
| 491. NORMA MENDOZA BARRIENTOS | 537. SHARON G DAVIS |
| 492. GARY BILYEY | 538. YONELIS CUEVAS LORENZO |
| 493. TYWAIN DECARLOS PETERS | 539. CAMDEN WHEELER |
| 494. CYNTHIA L HIGGINBOTHAM | 540. SHANTEL PALMER |
| 495. OTORIA FOWLKES | 541. AARON VARKPEH |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|--|------------------------------|
| 542. RICARDO HERNANDEZ | 587. DONALD L WALKER SR. |
| 543. NAKEYA J. LANCASTER | 588. TOWANA WILLIAMS-KERNAN |
| 544. PEARL M STAUDINGER | 589. ADLINE PIERRE |
| 545. JESSICA | 590. FRANCOISE PIERRE |
| 546. MELODY STITH | 591. ADILUS PIERRE |
| 547. LEIGH MYER | 592. SHERRIE JONES |
| 548. DONALD HENNINGTON | 593. AIRAMUS DAVENPORT |
| 549. TANISHA WASHINGTON | 594. JOHN GILLIAM |
| 550. CASSANDRA MOORE | 595. SANDRA MARTINEZ |
| 551. ADAM R. HASS | 596. SARA ECKL |
| 552. MANUEL VILLANUEVE | 597. ANGIE SANDOVAL |
| 553. ALICIA CERF | 598. RAJAN'EE WILLIAMS |
| 554. MARTHA GONZALEZ –
SANFORD METAL PROCESSING | 599. GIAO Q LE |
| 555. DEMETRIS FRAZIER | 600. GRACIELA SOSA |
| 556. ABDIKARIM ISSE | 601. TANISHA HALL |
| 557. STENNETTIA STEWART | 602. DEBRA GIAMBUZZI |
| 558. THOMAS MALCOLM | 603. BARBARA TIMMEL |
| 559. DAVID WALKER | 604. JOHNATHAN HOGAN |
| 560. LIZBETH MONTANEZ | 605. THERESA SHORTINO |
| 561. JACKIE MARENO | 606. LUIS LORENZO SALAZAR JR |
| 562. DEREK MAXWELL | 607. VANESSA SMITH |
| 563. RICHARD OLSEN | 608. ZADITH HAMANN |
| 564. FRANCISCO KALAW JR | 609. ALAN ENG |
| 565. RAMIRO MARTIN DEL CAMPO | 610. LISA LEVINE |
| 566. ASHLEY ALVAREZ | 611. NANINE FOSTER |
| 567. BOBBY MADDOX | 612. KRISTY SMITH |
| 568. YSMAEL ARIAS | 613. JANET CORNELL |
| 569. TRACY FELDER | 614. LAURAL D HECHT |
| 570. SHAKEA L HAMMOND | 615. JOSE CASILLAS GARCIA |
| 571. ROBYN HUNTER | 616. KEVIN WILLIAMS |
| 572. IDELIA BROWN | 617. EMERSON ESPIRITU |
| 573. NIDIA E. M. ARAIZA | 618. DARYL JOHNSON |
| 574. KEITH SMITH | 619. VICTORIA O JOHNSON |
| 575. KEVIN P HADLEY | 620. TONY SWEET |
| 576. LEONARD WILLIAM GRAHAME | 621. JOSEPH COLE |
| 577. RAYNAL RODGERS | 622. TYRINA BARR |
| 578. JANE LINK | 623. KIWAN HAYNES |
| 579. JIMMY COPPEDGE | 624. ASHLEY SPENCER |
| 580. JOSE CRUZ | 625. TREA VOR BISBY |
| 581. DEBBIE MCPHERSON | 626. SAUL RICO |
| 582. THASA LIGHTY | 627. NORMA HERNANDEZ |
| 583. DANIEL SOLACHE | 628. BERNARDO HERNANDEZ |
| 584. ROBERT DELLA VALLE | 629. JEFFREY A BAGLIO |
| 585. SHADIRAH | 630. JOSEPH FLORO |
| 586. LINA SMITH | 631. TASHA BERNOUDY |
| | 632. MAI HANG |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|--|--------------------------------------|
| 633. SHERRY HURST | 678. RUBY GRAY |
| 634. LISA HALL | 679. ANITA PAGANO |
| 635. REBECCA SALINAS | 680. ANETTA & RICHARD (DECD)
GOOD |
| 636. IVAN ALEXI DOMINGUEZ
HERNANDEZ | 681. ROSHANDA MANGUM |
| 637. MICHELE PATRICK | 682. LEANDRO J CANDELARIA |
| 638. GINA COOPER | 683. MARLETTA SMITH |
| 639. CHRISTINA UNRINE | 684. MINDY BENHAMOU |
| 640. DELTA L PATTERSON | 685. BRUCE A EVANS |
| 641. NANCY JOAQUIN | 686. HONGJIN HA |
| 642. RON WAGNER | 687. BEFNARD PIERRE |
| 643. DAVID JOHNSON | 688. JENNIFER GUTIERREZ |
| 644. MICHAEL BRADEN | 689. ANTONIO VELAZQUEZ |
| 645. TERESA ALFARO | 690. LAUREN ALSTON |
| 646. KENDRA WRIGHT | 691. MISLAINE BOSSE |
| 647. JESSICA HERNANDEZ | 692. MAZEN ALRAHILI |
| 648. LANIESHA SMITH | 693. ROBERT C ERICKSON |
| 649. BENJAMIN CROSLAND | 694. SHANIKA CHERRY |
| 650. KRISTIE COOK | 695. DEWEY JOHNSON |
| 651. NICHOLAS SCHREIFELS | 696. ROBERTO MENDOZA PADILLA |
| 652. YU KAMAKARI | 697. VELMA |
| 653. LEONARD BRUCE MAY | 698. YAHAIRA ANGULO |
| 654. LASHONDA THOMAS | 699. JONATHAN EJERCITO |
| 655. DASHAWN TALMADGE | 700. BRITTNEY BURNLEY |
| 656. KRISTIN PELLEGRINO | 701. EUNICE COVARRUBIAS |
| 657. DYLAN SAYERS | 702. DENA HARMON |
| 658. MOHAMED SOGBEH | 703. GLORIA MUDGE |
| 659. MICHAEL MESA | 704. ADAM HANCOCK |
| 660. BEAULAH ALEXANDER | 705. YUMI CROWDER |
| 661. ROLANDA MADOJEMU | 706. SOLON ESCOBAR |
| 662. EVELYN ORTEGA | 707. MARK MCINTOSH |
| 663. MYRA M ZAVALA | 708. RAQUEL WATKINS |
| 664. ALMA AGUIRRE | 709. KHONDAKER ASHRAF |
| 665. HELEN GUILLORY | 710. MITCHELL UPCHURCH |
| 666. KIMBERLY CASTRO | 711. CANDIS CHAMBERS |
| 667. DEAJA DERRICK | 712. ALBERTO |
| 668. SANAA HABASHI | 713. OSCAR CARCAMO |
| 669. TRINITY VANNOSTRAND | 714. MARIA G TRIGUEROS |
| 670. ALEX NUSBAUM | 715. KENDRA MARTIN |
| 671. MARTA OROZCO | 716. TANSY SMITH |
| 672. DESHONTRE T LASTER | 717. BERTHA |
| 673. PETER TOBIN | 718. JOSUE TREJO NAVARRETE |
| 674. KIM NAJERA | 719. JOSHUA HUBERT |
| 675. MASHETTA WILLIAMS | 720. BONG GRIMES |
| 676. YIDA X MORA SILVA | 721. SHCHEKLEINA OLGA
LEONIDOVNA |
| 677. CHRISTINA KING | |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|---------------------------------------|-----------------------------|
| 722. MICHELL ARGO | 766. JOEY ZSAZSA |
| 723. NOAH EVERETT | 767. ANTHONY MIMS II TYRONE |
| 724. MELODY FLOYD | 768. TYKERA BEAUFORD |
| 725. CHRIS MORGILLO | 769. SHARON |
| 726. MARK BRUNTY | 770. MICHAEL F LISTERMANN |
| 727. DARRIS J ROLLINS | 771. LADESHA SMITH |
| 728. TRACI CRADLE | 772. CARLOS SOMANJI |
| 729. SALMARIA SCOTT | 773. TROY WILLIAMS |
| 730. RENE C NORTH | 774. SHANIKA NELSON |
| 731. JOYCE DIGGES | 775. SANTOS DIAZ |
| 732. LEYONA NEAL | 776. KALOLO LUAMANUVAE |
| 733. DMITRY ROMENSKY | 777. GARGI MERCHANT |
| 734. MIGDALIA RUENES | 778. KIONA SMILEY |
| 735. VALERIE KIRKLAND | 779. TIMOTHY GALLOWAY |
| 736. JULIA O'DOWD | 780. CHRISTINA MUNOZ |
| 737. KRISTINA WAGNER | 781. TABNIKA MCGEE |
| 738. AMANDA CURRY | 782. ALEJANDRO GALEANA |
| 739. CHAMPALE BROWN | 783. CAROL B. COLE |
| 740. ROBERT CHARLES HEADLEY | 784. MARITZA MEJA |
| 741. LESLIE DUNBAR | 785. JOEL VANZANT |
| 742. JENNIFER YACKEL | 786. GARY W WILLIS |
| 743. EUNICE DESHIELDS | 787. CHRISTOPHER MURPHY |
| 744. OLGA MOLME | 788. PACO GONZALES |
| 745. SHAGHAYEGH
VAHIDRAMEZANI | 789. BRUCE JORDAN |
| 746. SEYED HAMIDREZA
SADATSHOBEIRI | 790. CHRISTOPHER MURPHY |
| 747. CHRISTOPHER B ALLEY | 791. JULIE ASHLEY |
| 748. DARREIN EDWARDS | 792. DEBBIE GILES |
| 749. THERESA BLESII | 793. R VALERIE OSBORN |
| 750. JULYANA LOPEZ | 794. DONNA LARKIN |
| 751. INEZ D ARDOIN | 795. JAMES UTSEY |
| 752. MARY HOUSTON-BOONE | 796. DEBRA L. CIANCI |
| 753. ALMAST GRIGORYAN | 797. EGIDIO MEDEIROS |
| 754. LENA DANIELS | 798. SAADA THOMAS |
| 755. MARGARITA MELENA | 799. KIMBERLEE KJAR |
| 756. ALBERTO CERRANO ALVAREZ | 800. KAR YNTHIA MACK |
| 757. JEANINE LIBERATO | 801. REGINA WILLIAMS |
| 758. JIYOUNG CHOI | 802. JERRY T LOWE |
| 759. JOSHUA GRAY | 803. TINA WALLACE |
| 760. LINDA HENLEY | 804. VU HOANG |
| 761. JERRIOT GLENCAMP | 805. NADIA BEAULIEU |
| 762. LAKOYA MCCALLISTER | 806. JOSE |
| 763. CHRISTOPHER ALLEN TOBIAS | 807. CARLTON TERRY |
| 764. JOHN RONALD CONOVER | 808. PARIS |
| 765. NICHOLAS BRILEY | 809. ALEXIS |
| | 810. KENNETH MITCHELL |
| | 811. TAMYRA WARE |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|--|-------------------------------------|
| 812. CECILE RODRIGUEZ | 857. FRANKIE TAYLOR |
| 813. GABRIELLE HOWARD | 858. LAKESHA COLEMAN |
| 814. GREGORY JOHN YEAKEL | 859. ALEXANDRA DURHAM |
| 815. BARBARA HYACINTH | 860. DOMINIQUE HUMES |
| 816. WALEED BAILEY | 861. JUAN C MARIN ANDRADE |
| 817. LATASHA ANDERSON | 862. SATRINA KELLEY JORDAN |
| 818. DEBRA A STATEN | 863. CHANDRE JACKSON |
| 819. VENITA SCOTT | 864. ALEX PADILLA |
| 820. FELICIA WOODS | 865. YRA SHELDANE MILLER |
| 821. ARTHUR SPRAGG | 866. LEANNA |
| 822. MARYSE ELISMA | 867. MARTHA GONZALEZ |
| 823. AARON STRAND | 868. HELENE MAPP |
| 824. MICHELLE CHATMAN | 869. JUAN L VENTURA |
| 825. MELVIN RODRIGUEZ | 870. TALISHA WEST |
| 826. WAYNE BECK | 871. DEVEA STEWART |
| 827. LEE P SAM | 872. MERCEDES BENTON |
| 828. AVIEA JACKSON | 873. SHARON HOVIS |
| 829. DAWN BOATWRIGHT (BROOKS) | 874. TYLER HALL |
| 830. LATASHA WOODYARD | 875. KYLE WEST |
| 831. JOSE ARIAS | 876. MICHELLE DORAN |
| 832. ALDA MARTINEZ | 877. CANDACE SHENA TURNER |
| 833. ROBERT BERNARD DALES | 878. RUBEN REYES |
| 834. JENNIFER GARCIA | 879. BILLY SIMMONS |
| 835. JILLMARIE SCUTT | 880. LOUISE ROVETTO |
| 836. NICOLE KELLUM | 881. MARGARET CANTLON |
| 837. WALDO K HOWARD | 882. JOCELYN REED |
| 838. SYLVIA SALAZAR | 883. ERROL WALTERS |
| 839. RONNY ANDERSON | 884. ERIN ROBINSON |
| 840. LINDA LAY | 885. TERESSA FERREIRA |
| 841. NAKIA WESLEY | 886. PHO RICKY PHEAV |
| 842. MONICA TAYLOR | 887. AMANDA WILLIS |
| 843. ALIASGHAR SEDIGHI | 888. ALAN WILLIAMS |
| 844. ALAIN DE LA ROSA | 889. JUANITA SOOTO |
| 845. MANUELA DIAZ | 890. MARY ELIOFF |
| 846. TONDALAYA MITCHELL | 891. MARIA ANGELES GODOY
SANCHEZ |
| 847. JOSEPHINE PELAGGI | 892. PATRICIA JACKSON |
| 848. JUN HO HAN | 893. THELMA R BRUESCH |
| 849. FRANCIS DEL CASTILLO | 894. ZANDRA |
| 850. DEIZE THEREZINHA NICOLUCCI
DE GOES | 895. ROSITA NUNEZ |
| 851. AMPARO SOUTHARD | 896. LAMONICA |
| 852. RESHA ALDRIDGE | 897. DAR YA SLEZKO |
| 853. DEVRA MICHELLE CUTTING | 898. JOHNNY F WAITES JR. |
| 854. RICHARD SALAMON III | 899. RENEE M NOSCHKA |
| 855. BRENDA BOWLES | 900. KELLEY PIPER |
| 856. TONI SMITH | 901. JOHN E BUCKINGHAM |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions

- | | |
|--|---|
| 902. JOHANNA MUSE | 946. JAZMINE JACKSON |
| 903. JOHN S. VIEIRA | 947. DELORES ZEILER |
| 904. GREG | 948. TAKAHITO YUASA |
| 905. MINYETTE CURRENT | 949. ABDALLAH ABDULJABER |
| 906. JAMEISHA ROPER MALCOM | 950. KRISTEN GLAROS HANSON |
| 907. JENNIFER | 951. JAMES MILLER |
| 908. VIDA DARKALEH | 952. ELIZABETH RODRIGUEZ |
| 909. MARLON BIVINES | 953. LUIS FERNANDO GARCIA DIAZ |
| 910. JOSEPH L. BRADY | 954. LATASHIA PARTEE |
| 911. JENNIFER ELISE WINOVICH | 955. GEYERGOREY LLP |
| 912. NAKESHA HIGH | 956. CATHY ADAMS |
| 913. AURA MARTINEZ | 957. SUSAN JOHNSTON |
| 914. GLORIA MASON | 958. KENNETH GREGORY |
| 915. REGINA FLOYD | 959. LISA S STERN |
| 916. ANTONIO BUNKLEY | 960. JONES, ERIKA |
| 917. TINIAJA | 961. MOYER, ROBERT |
| 918. ANA B PAYAN | 962. BRODIE, AARON |
| 919. RONALD L & C JANE GRAHAM | 963. AARON HANDS |
| 920. BLASI | 964. LAWRENCE LEWIS |
| 921. PATRIZIA PORCU | 965. HEIDI HWANG+ |
| 922. NANCY SANTANA | 966. STEVEN HWANG+ |
| 923. CLOTILDE NEGRON | 967. MATTHEW TATE SR.+ |
| 924. HADIL ACOSTA | |
| 925. DERRICK MALONE | |
| 926. EDWOOD DESIGN INC | + Untimely – filed after 5/14/18 deadline |
| 927. ZACHARY SOYARS | |
| 928. GUADALUPE REGALADO | |
| 929. KATHLEEN KAYLAN | |
| 930. DAVID R NIXON | |
| 931. DAVID GUGICK | |
| 932. DAVID GUGICK - INTRINSIC
DESIGN INC. | |
| 933. MICHAEL LAMOUREUX | |
| 934. FRANKLIN J GENCUR | |
| 935. MARIA | |
| 936. PUREV O AMINDAVAA | |
| 937. JOSEPH RIAD | |
| 938. JOSEPH RIAD - RIAD TRUST &
RIAD HOLDINGS | |
| 939. CORNELIA L PORTE | |
| 940. ARTHUR LOPEZ | |
| 941. FATEMEH NAJAFIAN | |
| 942. MARTHA NELLE BAKER | |
| 943. BRIAN WHITT | |
| 944. YOLANDA CARRILLO | |
| 945. CHRIST TAVIO NEELY | |

Exhibit B

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions who also filed Claim Form

- | | |
|---------------------------|-----------------------------|
| 1. MARLA RODGERS | 46. PAULETTE KNOX |
| 2. TINA M PIENTA | 47. YIYIN LIU |
| 3. VOLODYMYR ANDROSHCHUK | 48. PAOLY SACCHI |
| 4. MARCELO KOGAN | 49. TISHA JOHN |
| 5. MICHAEL WILKINSON | 50. RAYMOND VASQUEZ |
| 6. RICHARD DALE KEEPER JR | 51. ERICA WILLIAMS |
| 7. JABARI L LUCHIEN | 52. LEVENT CAGLAR |
| 8. HAZEL WARFORD | 53. STEPHEN SULLIVAN |
| 9. REZA KAMALI-SARVESTANI | 54. JEWELERY S GROSS |
| 10. SABRINA RIVERA | 55. NORA VONGKEO |
| 11. LUTHER PERRY | 56. CINTYA Y CRUZ |
| 12. EMANUEL DEL VALLE | 57. JENNIFER BARBA |
| 13. YVONNE E BINGER | 58. JOHN MELTON |
| 14. MARIA TERESA CHAVEZ | 59. MACKENZIE THOMA |
| 15. LILY BERRY | 60. CASHE ROYAL |
| 16. DEIDRE WRIGHT | 61. CASHE ROYAL |
| 17. MARSHAY ROBINSON | 62. SHAWN ALDAY |
| 18. COURTNEY J MCKOWN | 63. ATAVIS ANDREWS |
| 19. VERONICA FLORES | 64. SANDRA E LOPEZ |
| 20. ASMAE | 65. JANNA WHITE |
| 21. RADAMES RODRIGUEZ | 66. KYUNG HONG |
| 22. CLAIRE DONALD | 67. KENISHA MELTON |
| 23. GINA TORRES | 68. SARA LOPEZ |
| 24. JAIHYUK CHOI | 69. DREW MICHAEL QUENZER |
| 25. JESSE JAMES EDWARDS | 70. DENA MAREAN |
| 26. TOBYANN CHARLES | 71. RICHARD FRANCIS |
| 27. TIFFANY WALKER | 72. BOBBY COLEMAN |
| 28. KATHY HONEA | 73. JANELLE EVANS |
| 29. GARY HALEY | 74. VICTOR THOMAS |
| 30. MIKE TATASCIORE | 75. KAYNEESHA FANNIN |
| 31. JODIE JEAN SWENSON | 76. JOHN L ENSING |
| 32. KELVIN K BUSTER | 77. ALEXEY KOLYCHEV |
| 33. DONICK A RAMA MINOR | 78. ERNAN DAI |
| 34. JIMMY DISMUKE | 79. MARIA CHUKUMBA |
| 35. ANTHONY LAWRENCE | 80. JEFFERY SPALDING |
| 36. HILAL GUDUL | 81. DEBBIE GARDINER |
| 37. CLAIRE DENISE DONALD | 82. YOLANDA JACKSON |
| 38. KASHAWN BUTLER | 83. WILBER CARDONA |
| 39. JOSHUA OGIMA | 84. KIM ELLIS |
| 40. JEUTISHA WEBB | 85. SANTIAGO NATIVI |
| 41. JULIA WRIGHT-DUNN | 86. SHERIF GERGES |
| 42. JACOB D SEELYE | 87. DEBRA ESCOBEDO |
| 43. STEVEN HESTER | 88. NGUYEN, THAT VAN |
| 44. JAMES A BERRYHILL | 89. CYNTHIA P. HODSON-GLASS |
| 45. JONATHAN COOK | 90. GENARO ANDRADE |

Jabbari, et al. v. Wells Fargo & Co., et al.

No. 15-cv-2159

Exclusions who also filed Claim Form

- | | |
|---|-----------------------------|
| 91. JON D. DILLINGHAM | 135. MAGGIE & ARTHUR NEWSOM |
| 92. HELENA FIGARI HARRIS | 136. JERMONA WATSON |
| 93. ANTHONY WYATT | 137. JEROMA WATSON-CLEMENTS |
| 94. REMOON MALTY | 138. RALPH MCCOY |
| 95. ALLYSSE GASTON | 139. TRAVIS J ASHBY |
| 96. SHARED A BOLDEN | 140. NICOLE HOWELL |
| 97. NICOLE MORGAN | |
| 98. TIRIQ DURANT | |
| 99. HENRI W SAAVEDRA | |
| 100. DARLA DELLAPENTA | |
| 101. BETTY PANAMENO | |
| 102. ANGELLA | |
| 103. TASHIA WILLIAMS | |
| 104. ANNETTE STRINGER | |
| 105. DARRYL I HANSON | |
| 106. MARILYN MARTINEZ | |
| 107. BETTY PANAMENO – AS
BUSINESS BETTY PANAMENO | |
| 108. JAQUELL LAMIESE BURTON | |
| 109. MONICA GOMEZ | |
| 110. SANDRA I ZUNIGA | |
| 111. BRENDA TRAN | |
| 112. DANNY HUNTLEY | |
| 113. MODESTA PUEBLA | |
| 114. JOSHUA PHILLIPS | |
| 115. SIERA HAMILTON | |
| 116. SERRANT JOHNSON | |
| 117. JORGE NAVARRETE | |
| 118. VICTOR J REYNOSO | |
| 119. REDENTOR PANUELOS | |
| 120. JAMES ROBERSON | |
| 121. GERARDO QUINTANILLA | |
| 122. ANNETTE HARRIS | |
| 123. JASON NEWKIRK | |
| 124. CHRISTIN WEAVER | |
| 125. ANTHONY O. BORBON | |
| 126. JEREMY BARTON | |
| 127. LUCRECIA MONTANO | |
| 128. RHONDA BOWICK | |
| 129. MICHAEL J PINNOW | |
| 130. PATRICIA D. HAIRSTON | |
| 131. APRIL WILLIAMSON | |
| 132. STEPHEN MILLER | |
| 133. MIKE ZOU | |
| 134. DEENA E. ROSARIO | |