

**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**

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*Lead Counsel for Lead Plaintiff and the
Settlement Class*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GARY HEFLER, MARCELO MIZUKI,
GUY SOLOMONOV, UNION ASSET
MANAGEMENT HOLDING AG, and CITY
OF HIALEAH EMPLOYEES’
RETIREMENT SYSTEM, Individually and
on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

WELLS FARGO & COMPANY, JOHN G.
STUMPF, JOHN R. SHREWSBERRY,
CARRIE L. TOLSTEDT, TIMOTHY J.
SLOAN, DAVID M. CARROLL, DAVID
JULIAN, HOPE A. HARDISON, MICHAEL
J. LOUGHLIN, AVID MODJTABAI,
JAMES M. STROTHER, JOHN D. BAKER
II, JOHN S. CHEN, LLOYD H. DEAN,
ELIZABETH A. DUKE, SUSAN E. ENGEL,
ENRIQUE HERNANDEZ JR., DONALD M.
JAMES, CYNTHIA H. MILLIGAN,
FEDERICO F. PEÑA, JAMES H.
QUIGLEY, JUDITH M. RUNSTAD,
STEPHEN W. SANGER, SUSAN G.
SWENSON, and SUZANNE M.
VAUTRINOT,

Defendants.

Case No. 3:16-cv-05479-JST

CLASS ACTION

**SUPPLEMENTAL DECLARATION
OF SALVATORE J. GRAZIANO IN
FURTHER SUPPORT OF (I) LEAD
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF SETTLEMENT AND
PLAN OF ALLOCATION, AND
(II) LEAD COUNSEL’S MOTION FOR
AN AWARD OF ATTORNEYS’ FEES
AND LITIGATION EXPENSES**

Judge: Hon. Jon S. Tigar
Courtroom: 9
Date: December 18, 2018
Time: 2:00 p.m.

1 SALVATORE J. GRAZIANO declares as follows:

2 1. I am a partner in the law firm Bernstein Litowitz Berger & Grossmann LLP
3 (“BLB&G”), the Court-appointed Lead Counsel in the Action and counsel for Lead Plaintiff Union
4 Asset Management Holding AG.¹ I submit this Supplemental Declaration in further support of
5 (i) Lead Plaintiff’s Motion for Final Approval of Settlement and Approval of Plan of Allocation;
6 and (ii) Lead Counsel’s Motion for an Award of Attorneys’ Fees and Litigation Expenses.

7 2. Attached hereto as Exhibits 1 to 9 are true and correct copies of the following
8 objections that have been filed with the Court or received by Lead Counsel:

9

Exhibit No.	ECF No.	Objector
1	N/A ²	Jo Anna Canzoneri McCormick
2	237	Alphonse I. Johnson
3	241 242	Jonathon R. Elwood Angela M. Elwood
4	243	Thomas Pekoc (represented by Steve A. Miller and John J. Pentz)
5	244	Thomas L. Casey
6	245	Brian Erne
7	246	Susan Guzzi
8	247	David G. Duggan
9	248	Joseph Gray (represented by Jan L. Westfall)

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19 3. None of the objections were submitted by institutional investors. According to data
20 from Bloomberg, the percentage of outstanding shares of Wells Fargo common stock held by
21 institutional investors ranged from 80.9% to 92.1% during the Class Period (from Feb. 26, 2014
22 through Sept. 20, 2016).

23 _____
24 ¹ Unless otherwise defined herein, all capitalized terms have the meanings set forth in the
25 Stipulation and Agreement of Settlement, dated July 30, 2018 and previously filed with the Court.
See ECF No. 225-1.

26 ² Ms. McCormick’s objection was submitted by email and apparently intended for Judge Tigar but
27 sent to the Northern District of California website support email address and Lead Counsel, among
28 other recipients. *See* Ex. 1. Although the email was not submitted in accordance with the
instructions for objections in ¶81 of the Notice, Lead Plaintiff presents it for the Court’s review.

1 4. Given the detailed submissions to date, in response to these objections, I also briefly
2 provide certain additional facts in response to some of these objectors below.

3 **NON-INCLUSION OF PREFERRED STOCK IN CLASS**

4 5. One of the objectors, Mr. Duggan, objects to the Settlement because the class
5 includes only purchasers of common stock and does not include preferred stock. Ex. 8, at ¶6.

6 6. However, from the outset of the case, including in the Consolidated Complaint
7 (ECF No. 72), Lead Plaintiff only sought to assert claims on behalf of common stock holders. Lead
8 Plaintiff's decision was reasonable. There were ten different series of Wells Fargo preferred stock
9 traded during the Class Period. Based on an analysis by Lead Plaintiff's damages expert, none of
10 the series of Wells Fargo preferred stock suffered a statistically significant price decline on
11 September 9, 2016, in response to the first alleged corrective disclosure. Indeed, as compared to
12 the common stock, the preferred stock series largely did not react to any of the alleged corrective
13 disclosures in this case. Thus, inclusion of preferred stock would have complicated already
14 difficult loss causation arguments in the Action.

15 **DISCOVERY**

16 7. As set forth in my previously-filed declaration, over the course of this Action,
17 Plaintiffs' Counsel obtained and reviewed a large volume of documents that informed the Parties'
18 mediation efforts and understanding of the strengths and risks of Plaintiffs' claims. Graziano Decl.
19 (ECF No. 240) ¶¶82-90, 94-99, 116-21, 124-42.

20 8. Mr. Duggan criticizes the Settlement because there was no discovery "on the
21 merits" and only "due diligence" was conducted to assure reasonableness of the settlement. Ex. 8,
22 at ¶5. However, the extensive document discovery conducted by Lead Counsel was concerned
23 specifically with the merits of the claims and was conducted before Lead Plaintiff executed the
24 Stipulation. The Term Sheet entered into by Lead Plaintiff expressly stated that the Settlement was
25 subject to the completion of discovery for the purpose of assessing the reasonableness and
26 adequacy of the Settlement. In addition, Lead Plaintiff, through Lead Counsel, initially sought to
27 make the Stipulation itself subject to successful completion of discovery, but Defendants refused.
28 So, instead Lead Counsel increased its efforts to ensure that its review of discovery was

1 substantially completed before Lead Plaintiff agreed to the Stipulation. That required adding a
2 number of additional attorneys to Lead Counsel’s review team to ensure that we could carefully
3 and efficiently complete the document review and analyze the additional information learned
4 before signing the Stipulation.

5 9. Contrary to Mr. Gray’s contentions, this review was conducted by experienced
6 attorneys whose qualifications and experience were previously provided to the Court, overseen by
7 senior BLB&G counsel. It is not appropriate to dismiss this extensive review as “low level” work,
8 when it was carefully undertaken by qualified counsel and diligently overseen by senior BLB&G
9 attorneys, including during weekly team meetings. As set forth in my opening declaration in detail,
10 BLB&G Partner Adam Wierzbowski and Senior Counsel Rebecca Boon developed a process for
11 reviewing Defendants’ document production in an efficient and expeditious manner. Graziano
12 Decl. ¶¶213-26. The documents were carefully reviewed in accordance with that plan and
13 substantially informed consideration of the proposed Settlement as previously discussed.

14 10. Nor is Mr. Gray correct that the documents reviewed were mostly provided from
15 other litigation, including documents produced to plaintiffs in the Wells Fargo Derivative
16 Litigation. As set forth in my opening declaration, counsel from my firm repeatedly met and
17 conferred with defense counsel to resolve the Parties’ disputes over the custodians to be searched
18 and the volume of documents to be produced to Plaintiffs. Graziano Decl. ¶212. After repeated
19 meetings, the amount of custodians increased from 34 to 65 and over 3.5 million pages of
20 documents were eventually produced to and reviewed by Plaintiffs’ Counsel. *Id.*

21 **OBJECTORS’ HISTORY**

22 11. John J. Pentz, co-counsel for objector Thomas Pekoc, is a frequent objector to class
23 action settlements and awards of attorneys’ fees with a history of demanding payment from counsel
24 to withdraw objections or appeals from those objections. For example, in the *Merck* securities
25 litigation case that is primarily relied upon in Mr. Pekoc’s objection, Mr. Pentz was counsel for the
26 objector who unsuccessfully objected to the attorneys’ fee award and he sought payment from
27 BLB&G to withdraw the appeal from that objection. He was refused and that appeal was ultimately
28 dismissed based on the objector’s and Mr. Pentz’s failure to comply with the district court’s order

1 requiring an appeal bond. *See In re Merck & Co., Inc. Sec., Derivative & ERISA Litig.*, No. 16-
2 3261, slip op. at 1 (3d Cir. Aug. 24, 2017). Indeed, Pentz has filed objections to class action
3 settlements or fee requests (or related appeals) in at least 80 other federal or state class actions of
4 which Lead Counsel is aware, and courts have frequently recognized him as a “serial” or
5 “professional” objector. *See, e.g., In re Wal-Mart Wage & Hour Emp’t Practices Litig.*, 2010 WL
6 786513, at *1 (D. Nev. Mar. 8, 2010) (Pentz has a “documented history of filing notices of appeal
7 from orders approving other class action settlements, and thereafter dismissing said appeals when
8 they and their clients were compensated by the settling class or counsel for the settling class”);
9 *Barnes v. FleetBoston Fin’l Corp.*, 2006 WL 6916834, at *2 (D. Mass. Aug. 22, 2006) (Pentz is a
10 “professional objector”); *Spark v. MBNA Corp.*, 289 F. Supp. 2d 510, 514 (D. Del. 2003) (“[Pentz’s]
11 ‘opposition’ to [C]lass [C]ounsel’s fee petition appears to be nothing more than an attempt to
12 receive attorneys’ fees.”); *In re Royal Ahold N.V. Sec. & ERISA Litig.*, 461 F. Supp. 2d 383, 386 (D.
13 Md. 2006) (“Pentz is a professional and generally unsuccessful objector”).

14 12. Steve A. Miller, the other co-counsel for Mr. Pekoc is also a serial objector with his
15 own history of bringing meritless objections in an attempt to leverage payment for himself or his
16 client. Mr. Miller has filed objections to class action settlements or fee requests (as an objector or
17 counsel for an objector) in at least 44 other federal or state class actions of which Lead Counsel is
18 aware, and courts have frequently recognized him as a “serial” or “professional” objector. *See, e.g.,*
19 *Chambers v. Whirlpool Corp.*, 214 F. Supp. 3d 877, 890 (C.D. Cal. 2016) (Miller is among a group
20 of “serial” objectors who are “well-known for routinely filing meritless objections to class action
21 settlements for the improper purpose of extracting a fee rather than to benefit the Class”); *In re*
22 *Electronic Books Antitrust Litig.*, 639 Fed. App’x. 724, 728 (2d Cir. Feb. 17, 2016) (Miller
23 represented a “professional objector” raising objections “devoid of merit”); *Roberts v. Electrolux*
24 *Home Prod., Inc.*, 2014 WL 4568632, at *15 (C.D. Cal. Sept. 11, 2014) (“The Court has considered
25 the objections [brought by counsel including Mr. Miller], overrules them in their entirety, finds that
26 they too appear to have been made with an improper motive (to extract a fee and not to benefit the
27 Class), and finds that they are meritless. The Court finds that these objections are driven by counsel
28 well-known and recognized by Courts for routinely filing meritless objections to class action

1 settlements.”); *In re Initial Pub. Offering Sec. Litig.*, 721 F. Supp. 2d 210, 214 (S.D.N.Y. 2010)
2 (finding “evidence of bad faith or vexatious conduct by the Objectors,” who included Mr. Miller).

3 13. Objector David G. Duggan is an attorney who has submitted objections in at least
4 two other class actions of which Lead Counsel is aware. *See Farber v. Crestwood Midstream*
5 *Partners L.P.*, 863 F.3d 410, 415-19 (5th Cir. 2017) (Mr. Duggan unsuccessfully objected to
6 approval of settlement and attorneys’ fees and his appeal was rejected for lack of jurisdiction
7 because his objection had been filed after deadline); *Papadakis v. Northwestern Mutual Life Ins.*
8 *Co.*, No. BC322788, slip op. (Cal. Superior Ct. Los Angeles Jan. 30, 2009) (overruling Mr.
9 Duggan’s objection).

10 **OTHER EXHIBITS**

11 14. The Supplemental Declaration of Alexander Villanova Regarding (A) Mailing of
12 the Notice and Claim Form and (B) Report on Requests for Exclusion Received is attached hereto
13 as Exhibit 10. Among other things, that supplemental declaration discusses the timing of the
14 mailing of Notice to objector David G. Duggan.

15 15. The Declaration of David L. Duncan, an associate at BLB&G, concerning his phone
16 conversations with objector David G. Duggan and another potential objector, is attached hereto as
17 Exhibit 11.

18 I declare under penalty of perjury under the laws of the United States of America that the
19 foregoing is true and correct to the best of my knowledge.

20 Dated: December 10, 2018
21 New York, NY

22 */s/ Salvatore J. Graziano*
23 SALVATORE J. GRAZIANO
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EXHIBIT 1

David L. Duncan

From: Joanna McCormick <joanna.beauty.1@gmail.com>
Sent: Thursday, November 1, 2018 2:43 PM
To: WEB-CAND@cand.uscourts.gov; settlements; media@rockfound.org; media@aclu.org; info@wellsfargo.com; info@kirkland.com; info@glaserweil.com; info@williamblair.com; info@mccormickfoundation.com; criminal.division@usdoj.gov; cor@doj.ca.gov; criminaldivision@sedgwick.gov; j.kursman@efhutton.com
Subject: CAND Website Support Question

Joanna Canzoneri McCormick
2609 East 14th Street
Brooklyn New York 11235
Email joannacanzonerimccormick@outlook.com

November 01, 2018

Bernstein Litowitz Berger & Grossmann LLP
% Northern District of California

Re: lawsuit on Gary Heffler vs Wells Fargo and Company

Dear Honorable Judge

This letter is to inform and advise you of my request to dismiss
this bogus court case on the bases that it makes no sense

A EMPLOYEE GETS EMPLOYMENT AND JOB WITH
WELLS FARGO AND COMPANY AND DOES CRIMINAL
ACTIVITY AFTER HAVING THERE EMPLOYMENT VERIFY
AND BONDED WITH INSURANCE BY WELLS FARGO BANK
AND THEN COMMITS FRAUD AND ROBBERY

I personally believe that these people made deals with CRIMINALS
to defraud WELLS FARGO BANK while employed at the bank

I personally believe that their bank accounts should be reviewed, records
Telephone records etc

I personally am not paying for this settlement and refuse to
do any and all types of FRAUD SETTLEMENT AS THIS ONE
IS SO BORGUS SET UP AND FRAUD AS THIS ONE IS
I personally am the owner heir and beneficiary of the estates
of Wells Fargo Bank

I personally will file an NOTICE OF APPEAL

Please contact me in writing

Thanks

Joanna Canzoneri McCormick

EXHIBIT 2

Clerk of the Court
U.S. District Court for
The Northern District of CA
450 Golden Gate Ave., Box 36060
San Francisco, CA 94102

RECEIVED
NOV -5 2018
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

Sir:

In Re: Hefler Vs. Wells Fargo & Co., Case No. 3:16-CV-05479-JST.

As a stockholder prior to 2014, I oppose any settlement.

Dishonest employees took advantage of their positions to increase their incomes by creating bogus accounts. Many were terminated. Millions in reimbursements to defrauded customers were paid.

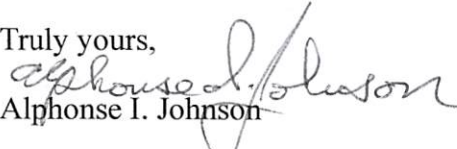
Instead of charging any such employees with theft, a politicized Government charged Wells-Fargo with "fraud", extorting a fine whose announcement enables the above complaint concerning market consequences.

Such information must be released at some point in time, at which someone will invariably claim "misrepresentation" and try to extort damages and lawyer fees.

\$480 billion is 2-1/2 times all the Bank of America's bad debt losses and fines after 2008. 44¢/share "recovery" is a mirage.

These tort lawyer wrenches thrown into the gears of progress should occasion fines for the lawyers, not the corporations.

Truly yours,


Alphonse I. Johnson

200 W. Joliet St.

Alphonse Johnson
200 W Joliet St
Newark, IL 60541

SUBSCRIPTION
NOV 01 60-1

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Clerk of the Court
U.S. District Court
Northern District of CA
450 Golden Gate Ave., Box 36060
San Francisco, CA 94102



94102-348999



EXHIBIT 3

Jonathon R. Elwood
6830 Hosler Road
Leo, IN 46765

November 9, 2018

Clerk of the Court
United States District Court
for the Northern District of California
450 Golden Gate Avenue
Box 36060
San Francisco, CA 94102

RECEIVED
NOV 19 2018
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

Re: Hefler v Wells Fargo & Co, Case No. 3:16-cv-05479-JST

Dear Sir or Madam,

I am writing to object the class action lawsuit and proposed settlement of Hefler vs Wells Fargo & Co., Case No. 3:16-cv-05479-JST.

I have received notice that I, as a stock holder in Wells Fargo & Co., am a part of a class action lawsuit that I did not request. I am writing to object to the Lead Counsel's application for attorney's fees and reimbursement of Litigation Expenses. I object that my name was used without my permission in this lawsuit. I object that I feel obligated to spend my own time and money to opt out of this lawsuit or file an objection. I object that the only people who will make money from this are the lawyers – lawyers I didn't even hire! I object that, as a stockholder, I am, in effect, suing myself for my own money while having to pay a large sum to a third party (attorneys). It does not make any logical sense to go forward with this case. I object to this settlement and respectfully request that the Court to appoint an independent expert to assess the legitimacy of their exorbitant amount of money for attorneys' fee request as I am without adequate legal knowledge and the necessary information to explain in a court of law why this fee is unjustified. Thank you for your consideration.

Sincerely,

Jonathon R. Elwood

Angela M. Elwood
6830 Hosler Road
Leo, IN 46765

November 9, 2018

FILED

NOV 20 2018

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA



Clerk of the Court
United States District Court
for the Northern District of California
450 Golden Gate Avenue
Box 36060
San Francisco, CA 94102

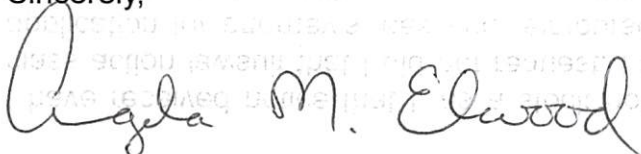
Re: Hefler v Wells Fargo & Co, Case No. 3:16-cv-05479-JST

Dear Sir or Madam,

I am writing to object the class action lawsuit and proposed settlement of Hefler vs Wells Fargo & Co., Case No. 3:16-cv-05479-JST.

I have received notice that I, as a stock holder in Wells Fargo & Co., am a part of a class action lawsuit that I did not request. I am writing to object to the Lead Counsel's application for attorney's fees and reimbursement of Litigation Expenses. I object that my name was used without my permission in this lawsuit. I object that I feel obligated to spend my own time and money to opt out of this lawsuit or file an objection. I object that the only people who will make money from this are the lawyers – lawyers I didn't even hire! I object that, as a stockholder, I am, in effect, suing myself for my own money while having to pay a large sum to a third party (attorneys). It does not make any logical sense to go forward with this case. I object to this settlement and respectfully request that the Court to appoint an independent expert to assess the legitimacy of their exorbitant amount of money for attorneys' fee request as I am without adequate legal knowledge and the necessary information to explain in a court of law why this fee is unjustified. Thank you for your consideration.

Sincerely,



Angela M. Elwood

3:16-cv-05479-JST

U.S. District Court for the Northern District of California

EXHIBIT 4

I. While the Requested Fee is Consistent With the Union Asset Management Holding AG Fee Agreement, it Far Exceeds the Maximum Fee Permitted in a More Competitive and Arms' Length Agreement Entered Into by Bernstein Litowitz.

While Union Asset Management renegotiated the fee agreement down to 20% from the 30% that it had originally agreed to with Motley Rice, that one-size-fits-all fee agreement that fails to set forth a schedule for different levels of recovery is not a reasonable fee agreement for this type of case. First of all, Union Asset's adequacy as a lead plaintiff is called into question by the fact that they agreed to a 30% fee for Motley Rice, for any level of recovery, in a case expected to produce a megafund recovery and where much of the work of establishing liability had already been achieved by government investigations.

Second, Union Asset's straight 20% fee percentage across the board is not reasonable and fails to comply with best practices in negotiating megafund class counsel retainer agreements. In another recent case against Merck, Bernstein Litowitz agreed with the Mississippi Attorney General to a graduated fee schedule that would produce an overall fee of 8.5% here. *See* Fee Agreement attached hereto as *Exhibit A*. There is no reason why the Class here should not enjoy the benefit of this far more competitive and reasonable retainer agreement that Bernstein Litowitz agreed to in a megafund case. There can be no argument that this litigation was somehow riskier than Merck, thus justifying a higher percentage fee for amounts over \$100 million. If anything, this litigation was less risky, since most of the heavy lifting had already been accomplished by the federal government investigating the unauthorized accounts scandal. If Bernstein Litowitz was willing to accept an 8.5% fee for a settlement of this size in a riskier case just four years ago, then it should be willing to give the Class members the same deal

here. Why should the Class be penalized simply because Union Asset does not have the sophistication and bargaining power of a state attorney general?

The Mississippi graduated fee agreement, along with Class Counsel's requested lodestar multiplier of 3.25, rebut the presumption of reasonableness that would normally attach to an ex ante arms' length fee agreement between Class Counsel and a sophisticated Lead Plaintiff. The fee resulting from the reasonable Mississippi fee agreement applied to this case is \$41.05 million, or a lodestar multiplier of 1.38, a far more reasonable multiplier for this low risk, follow-on securities class action. The requested fee of 20% results in a lodestar multiplier of 3.25, or a bonus over lodestar of \$66,961,206. This staggering amount of premium over lodestar is an independent reason to overcome the presumption of reasonableness.

Union Asset's conduct in this action is presumptively suspect because it originally agreed to a 30% fee agreement with Motley Rice, which would have provided counsel with a \$120 million windfall over their lodestar in this short-duration, low risk case. That alone should cast doubt on Union Asset's subsequent fee agreement with Bernstein Litowitz, which, while better than the original, fails to follow best practices or demonstrate awareness that this is a megafund class action likely to produce a recovery in the hundreds of millions of dollars. Competitive fees in such actions typically fall in the 5-15% range. *See e.g., Eisenberg & Miller, Attorney's Fees and Expenses in Class Action Settlements*, 7 J. Empirical Law Stud. 248, 260 (2010), Table 7 (median fee in settlements over \$175 million is 10%).

CONCLUSION

For the foregoing reasons, this Court should award Class Counsel a fee of no more than \$41.05 million, in accordance with the Mississippi fee agreement.

Signed by:

Date:



11/26/2018

Tom Pekoc

Respectfully submitted,
By their attorney,

/s/ Steve A. Miller

Steve A. Miller (CA Bar # 171815)
Steve A. Miller, PC
1625 Larimer St., No. 2905
Denver, CO 80202
Phone: (303) 892-9933
Sampc01@gmail.com

John J. Pentz, Esq.,
MA Bar # 561907
19 Widow Rites Lane
Sudbury, MA 01776
Phone: (978) 261-5725
jjpentz3@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was filed with the Clerk of Court using CM/ECF on November 27, 2018 and as a result has been served on all counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

By: /s/ Steve A. Miller
Steve A. Miller

RETENTION AGREEMENT

WHEREAS, the Attorney General has determined that claims should be made against certain persons and/or legal entities which are now or have previously been known as Merck & Co., Inc. (referred to hereinafter as "Merck" or the "Company"), certain of Merck's officers, directors and control persons, (referred to collectively hereinafter as "Merck officers") and other persons and legal entities which may be discovered in due course (all prospective defendants are referred to collectively hereinafter as the "defendants"), and which have done damages to the lawful citizens of the State of Mississippi and/or are not paying lawful amounts to which the State is entitled (the "Claims") on account of, *inter alia*, making misrepresentations to investors in Merck common stock to defraud the State of Mississippi of monies owed; and

WHEREAS, the Attorney General has determined that the damages incurred by the State of Mississippi total in excess of \$40 million, including applicable penalties, legal interest, attorneys' fees, and costs;

WHEREAS, the Attorney General has determined that the investigation, research, and litigation of the Claims will require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, accountants, and secretaries who are familiar with the defendants and their tortious and/or otherwise wrongful actions and/or inactions, and related issues for an extended period of time; and

WHEREAS, the Attorney General has further determined that it is in the best interests of the State and its citizens that the State retain attorneys experienced in the prosecution of professional malpractice, tax and tort claims to pursue the Claims; and,

WHEREAS, the below listed Law Firm is experienced in securities litigation and has

consented to represent the State of Mississippi, in association with the Attorney General, respecting the Claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Office of the Attorney General hereby retains Bernstein Litowitz Berger & Grossmann LLP ("Law Firm"), and its principal members, Douglas McKeige and John P. Coffey, are hereby designated as Special Assistant Attorneys General to investigate, research and file the Claims in any appropriate Court or Courts or before any appropriate governmental agency.
2. The Attorney General does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General has the sole authority to settle this litigation on behalf of the State of Mississippi and its citizens. The Law Firm shall consult with the Attorney General and obtain his approval on all material matters pertinent to these Claims and any litigation arising therefrom, and the Attorney General shall cooperate with the Law Firm and use his best efforts to secure the cooperation of other State agencies. Prior to initiating inquiries or demands to any persons or entities, the Attorney General and the Firm will agree upon entities to be contacted and/or claims to be pursued; the Firm will thereafter be entitled to its reasonable fees and expenses, as provided below, on any recovery from such agreed-upon entity or claims, discovered as a consequence of the Firm's inquiry/demand. The Attorney General is not required, however, to assign any members of his staff to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate. The Attorney General shall designate a member(s) of his staff to monitor these Claims, and the Law Firm shall keep the Attorney General and his designated staff member(s) fully informed on all matters pertaining to the Claims.
3. The Attorney General and the Law Firm both recognize that the claims present

numerous factual and legal obstacles, and that no assurance of success on the Claims has or can be made.

4. The Attorney General shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General for comment and response.

5. Notwithstanding the potential difficulties, the Law Firm has agreed to represent the State, and the Attorney General hereby agrees that the Law Firm will be compensated for its efforts at the lesser amount agreed upon any of the joint lead plaintiffs, that ordered by the Court, or that agreed upon after the trial or settlement proceeds for the class, or the following basis:

A. Fee Agreements:

Exhibit A - Retention Agreement - Matter Settled Prior to Initiation of

Litigation

Exhibit B - Retention Agreement - Matter Resolved After Initiation of Litigation

B. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the Attorney General, shall initially be borne entirely by the Law Firm, but shall be reimbursed from any gross recoveries from the pursuit of such claims on a case-by-case basis;

C. The Law Firm shall receive no compensation or reimbursement other than set out above. In the event that no recovery is realized, the Law Firm shall receive no compensation or reimbursement.

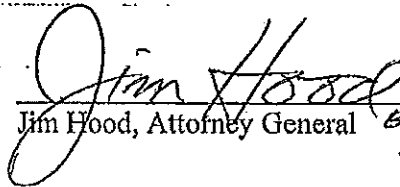
6. With the approval of the Attorney General, the Law Firm may associate other attorneys

at its own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the Attorney General.

DATED this 12th day of November, 2005.

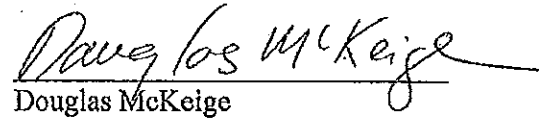
ATTORNEY GENERAL OF
THE STATE OF MISSISSIPPI

By:


Jim Hood, Attorney General *by: sm*

BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP

By:


Douglas McKeige

Attachment A
(Retention Agreement)
(Matter Settled Prior to Initiation of Litigation) *

The following shall be the structured contingent fee schedule:

For Sums Up to \$25,000,000.00:

15%; then in addition;

For those sums between \$25,000,000.00 and \$75,000,000.00:

13%; then in addition;

For those sums between \$75,000,000.00 to \$200,000,000.00:

7%; then in addition;

For those sums between \$200,000,000.00 to \$500,000,000.00:

4%; then in addition;

For all those sums greater than \$500,000,000.00:

2%; then in addition;

For all those sums greater than \$1,000,000,000.00:

1%

* Due diligence and good faith must be exercised to settle this matter prior to filing a complaint, or before any significant discovery initiated.

Attachment B
(Retention Agreement)
(Matter Resolved After Initiation of Litigation)

The following shall be the structured contingent fee schedule:

For Sums Up to \$25,000,000.00:

After filing complaint before discovery completed:	17%
After filing complaint after discovery complete awaiting trial:	20%
After commencement of trial:	25%

then in addition;

For those sums between \$25,000,000.00 and \$75,000,000.00:

After filing complaint before discovery completed:	15%
After filing complaint after discovery complete awaiting trial:	18%
After commencement of trial:	21%

then in addition;

For those sums between \$75,000,000.00 to \$200,000,000.00:

After filing complaint before discovery completed:	10%
After filing complaint after discovery complete awaiting trial:	14%
After commencement of trial:	18%

then in addition;

For those sums between \$200,000,000.00 to \$500,000,000.00:

After filing complaint before discovery completed:	6%
After filing complaint after discovery complete awaiting trial:	8%
After commencement of trial:	10%

then in addition;

For all those sums greater than \$500,000,000.00:

After filing complaint before discovery completed:	3%
After filing complaint after discovery complete awaiting trial:	4%
After commencement of trial:	5%

then in addition;

For all those sums greater than \$1,000,000,000.00:

After filing complaint before discovery completed:	2%
After filing complaint after discovery complete awaiting trial:	3%
After commencement of trial:	4%

EXHIBIT 5

11-22-18

Clerk of the Court
United States District Court for the Northern District of California
450 Golden Gate Avenue
Box 36060
San Francisco, California 94102

FILED
NOV 26 2018
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

Re: Hefler vs Wells Fargo & Company
Case No. 3:16-cv-05479-JST

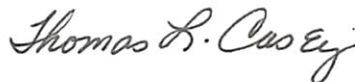
To Whom It May Concern,

I do not agree with the proposed settlement. I believe that Wells Fargo should pay me for everything which I am entitled under our original mutual agreement and they should pay for the attorney's fees and expenses as a penalty for their actions which created this Class Action Suit.

Enclosed are the documents showing my dealings with Wells Fargo and my contact information.

Regards,

Thomas L. Casey



701 Ashley Lane
Schaumburg, Illinois 60194-2542
Home 847-885-3154
Cell 630-878-9037
tomlcasey@comcast.net

Morgan Stanley

LIST OF TRANSACTIONS AND POSITIONS

Client Name:		MSSB C/F THOMAS L CASEY IRA ROLLOVER 701 ASHLEY LN SCHAUMBURG IL 60194-2542		Account#:	559-023552	Account Type:	IRA	Household Tier:	STDCAP	FA#:	559-646	FA Name:	
CUSIP#	Security#	Security Type	Security Name	Transaction Type	Transaction Description	Quantity	Price(\$)	Transaction Date	Total Cost (\$)	Position Begin Date	Quantity	Position End Date	Quantity
949748101	0000AMY33	STKCOM	WELLS FARGO & CO NEW							02/25/2014	0.00		
949748101	0000AMY33	STKCOM	WELLS FARGO & CO TRD NEW	Sold		112.00	45.14	11/04/2016	5055.58				
949748101	0000AMY33	STKCOM	WELLS FARGO & CO TRD NEW	Bought		21.00	47.56	09/03/2016	998.68				
949748101	0000AMY33	STKCOM	WELLS FARGO & CO TRD NEW	Bought		10.00	47.79	08/01/2016	477.87				
949748101	0000AMY33	STKCOM	WELLS FARGO & CO TRD NEW	Bought		81.00	49.93	03/07/2016	4044.08				
949748101	0000AMY33	STKCOM	WELLS FARGO & CO NEW									12/19/2016	0.00

Morgan Stanley Smith Barney LLC ("Morgan Stanley") does not provide tax or legal advice. Please consult your tax or legal advisors for such guidance. The information set forth is from records we believe to be reliable but we cannot guarantee their accuracy. This information pertains only to accounts that you currently maintain or have maintained at this Morgan Stanley branch office. Morgan Stanley's provision of this information does not constitute a proof of claim on your behalf, and does not ensure that you will share in the proceeds of a settlement, if any. Please refer to all class notices, including proofs of claim, to determine filing and eligibility requirements and for all further information about the class action. ©2013. Morgan Stanley Smith Barney LLC. Member SIPC.

66cv05479JST Document 25-45 Filed 11/22/08 Page 1
THOMAS L. CASEY
711 ASHLEY LANE
SHAMMBUG, IL
60194

CAROL STREAM, IL 60111

23 NOV 2008 PM 5 R



Clerk of the Circuit Court
United States District Court for the Northern District
of California
450 Golden Gate Avenue
Box 36060
San Francisco, CA 94102

94102-34899



EXHIBIT 6

FILED

NOV 29 2018

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

November 27, 2018

Subject: Class member objection to terms of Hefler v. Wells Fargo & Co., Case No. 3:16-cv-05479-JST

To Whom it May Concern:

Please note that I am submitting written objection to the class settlement referenced above. I was notified that I am a member of this class settlement regarding Wells Fargo common stock value.

I would like to submit (2) specific objections to this settlement and certainly ask the Honorable Jon S. Tigar to consider these when deciding to approve/disapprove this settlement. Further, I ask the Honorable Jon S. Tigar to withhold approval of this potential settlement based on the items below.

- 1) I received notice of this Class Settlement very late in October. There is a considerable amount of reading for a non-attorney, just to understand the terms. Additionally, there is a considerable amount of research and data gathering required on a class member's part, in order to merely participate in receiving any potential payment. The opt-out period ended 11/27/18 which I feel was not adequate time to decide whether or not to participate. As of this writing I have missed the deadline and by default am included in this settlement.
- 2) I feel this potential settlement was negotiated about as poorly as could possibly be conceived, and appears to exist solely to enrich the plaintiff attorneys. There are a few reasons I feel this way listed below:
 - a. On page 11 of the notice, item 59(d), the settlement "the Recognized Loss Amount will be the lesser of: (i) the amount of artificial inflation per share on the date of purchase as stated in Table A; or (ii) the purchase price minus \$48.96." Taking this at face value, my opinion would be that a plaintiff negotiating in favor of class members would pursue the higher of the two amounts, not the lower.
 - b. On page 12 of the notice, item 69 states "If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to other Authorized Claimants." Again, I cannot believe that somebody who has been determined to have been damaged would be expected to give up their settlement claim and have it passed on to another member of the class, no matter how large or small the assessed damage may be. I object to this especially given the amount of work that a class member is asked to put in, to determine his/her settlement amount. If you cannot tell, I would fall into this portion of the settlement class.

Please note that without sounding too disparaging of plaintiff attorneys, I feel this potential settlement was negotiated in an amateurish fashion and ask the Honorable Jon S. Tigar to consider denying in favor of one that would be more beneficial to the actual class members, and less so to Bernstein Litowitz Berger & Grossmann LLP. I feel that 20% of a potential \$480,000,000 is egregious based on how little an actual settlement class member would potentially receive.

NC

As a class member I feel it is important to note that I will not be submitting for any funds from this particular settlement. I have already done the considerable amount of research to determine my potential settlement amount, and this money would merely be "passed along" to other members of the class per item 69 of the notice document as stated above. It seems to me that plaintiff attorneys do not have all of the class members' best interest in mind, rather only a small portion as well as themselves. To draw an analogy, I work in the automotive industry. I feel this potential settlement would be the equivalent of a person hiring a firm to negotiate with a dealership on a new car purchase, only to be told the best deal they received was ABOVE asking price for the vehicle.

I have referenced the case number above in the subject line, and have had this objection postmarked 11/27/2018 per the requirements set forth in the notice.

Please feel free to contact me with any additional questions on this matter.

Sincerely,
Brian Erne
13611 Royal Saddle Dr
Carmel, IN 46032

A handwritten signature in black ink, appearing to read "Brian Erne", written in a cursive style.

6. ERRE

1611 Royal Saddle

AsmeL, IN 46032

INDIANAPOLIS IN 460

27 NOV 2018 PM 21

Postmark: INDIANAPOLIS IN 460 27 NOV 2018 PM 21



USA FOREVER

CLERK OF THE COURT

US DISTRICT COURT FOR NORTHERN DISTRICT OF CA

450 GOLDEN GATE AVE

BOX 36060

SAN FRANCISCO CA 94102

CASE 3:16-cv-05479-JST

94102-349210

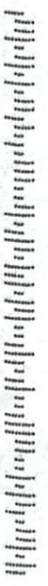


EXHIBIT 7

Susan Guzzi
116 Marvin Road
Middletown, NJ 07748

November 23, 2018

FILED
NOV 30 2018
SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Clerk of the Court
United States District Court/Northern District of California
450 Golden Gate Avenue
Box 36060
San Francisco, CA 94102

Re: HEFLER vs. WELLS FARGO & CO
Case No. 3:16-cv-05479-JST

The Honorable Jon S. Tigar

Your Honor:

I purchased shares of Wells Fargo & Co. in January 2015 and qualify as a Settlement Class Member in the above referenced matter. I object to the proposed Settlement Agreement and associated request for legal fees and costs.

I do not know but presume the Plaintiffs may have held a substantial number of shares of the Defendant Company. I further presume Plaintiffs had professional financial advisors to confer with concerning any stock transactions. Any loss which may have been incurred by Plaintiffs would have been mitigated by receipt of dividends at an average rate of 2.725% per annum over a period of approximately two years. Plaintiffs' loss would have been further mitigated in the event Plaintiffs may have sold shares at a gain during the time period.

I am an average, modest investor and my investments are self-directed. I invest with the intention to hold and rely on the dividends to provide a source of retirement income. I understand that any investment I make carries a risk of loss of principal.

The subject lawsuit and proposed Settlement actually harms average investors such as myself by reason of counsel fees and costs incurred by Defendant Company in defense of the lawsuit, which expenses may have negatively impacted Defendant Company's ability to pay and/or increase dividends. Payment of the Settlement Amount may also negatively impact Defendant Company's ability to pay and/or increase dividends in the future.

Thank you for your time and consideration of my comments in this matter.

Respectfully,

Susan Guzzi



NC



Susan Guzzi
116 Marvin Rd
Middletown, NJ 07748

Clerk of the Court
US District Court/No District of CA
450 Golden Gate Avenue Box 36060
San Francisco, CA 94102



9410283432 0004



EXHIBIT 8

The Law Offices of
DAVID G. DUGGAN
3108 North Southport Avenue
Coachhouse
Chicago, IL 60657

RECEIVED

NOV 30 2018

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA



E-mail: davidgraysonduggan@hotmail.com

Tel: (773) 281-2873

November 26, 2018

Clerk of the United States District Court
for the Northern District of California
450 Golden Gate Ave.
San Francisco, CALIFORNIA 94102

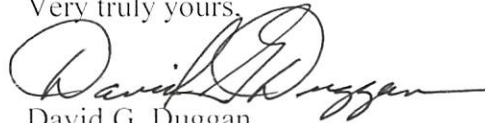
**Re: Objection to Class Action Settlement
Wells Fargo Securities Litigation, No. 3:16-cv-05479-JST**

NC

Dear sir or madam:

I have enclosed the original of my objection to the settlement, which I have served on class action counsel and the claims administrator. Please include this objection in the official docket minutes of the Court.

Very truly yours,


David G. Duggan

Enc.

cc: Salvatore Graziano, Esq. (by email, w/o enc.)

FILED

NOV 30 2018

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GARY HEFLER, et al., individually and on behalf)
of all others similarly situated,)
Plaintiff,)
v.)
WELLS FARGO & COMPANY et al.,)
Defendants.)

No. 3:16-cv-05479 - JST

**OBJECTION TO CLASS ACTION SETTLEMENT
AND PAYMENT OF ATTORNEYS' FEES**

Putative class member, David G. Duggan, pro se, submits this objection to the proposed class action settlement which provides for payment of \$96 million in attorneys' fees for what amounts to a negligible amount of damages—as a percentage of the share price—to the class. In support he states:

1. Duggan held a total of 325 shares of Well Fargo & Co., (Wells Fargo), which he acquired in several purchases from September 2012 until March 2015. He made two purchases of 186 shares during the class period, in June 2014 of 61 shares (at \$53.84) and in March 2015 of 125 shares (at \$56.66). All told, he paid \$15,348.73, and when he sold the lot on September 26, 2016, shortly after the class period, he received proceeds of \$14,638.73 and realized a \$710.26 loss. According to his tax records, on those purchases within the class period and sale, Duggan realized a loss of \$1,999.12 on the 186 shares.

2. Through a beneficiary IRA, Duggan also owns 200 preferred shares of a 5.2% series. His statements show that he acquired the shares in February 2013 for \$25.86 per share, (though he has no recollection of the trade) for a total of \$5,177, and has not sold them. During the class period, the price range of the preferred was \$21.12 to \$26.24.

3. Duggan received the Notice of Pendency of Class Action and Proposed Settlement ... (Notice) on Nov. 14, 2018. The Notice states that the Court “authorized this Notice to be disseminated to potential Settlement Class Members” on Sept. 4, 2018 (Notice, ¶ 24). The Notice, dated Sept. 25, 2018, contains no post-mark or proof of service to determine when it was in fact sent. He respectfully submits that less than a two-week period to file objections to this multi-million dollar deal—over the Thanksgiving weekend no less—is unfair and unreasonable. He has tried, without success, to secure the services of counsel for preparation of this objection.

4. The 20% fee which is the subject of the fairness hearing is plainly unreasonable. Class members have no idea what they will receive in benefits and the explanation provided in ¶ 59(c) of the Notice is unintelligible. Shareholders are directed to perform a complicated three-fold calculation involving an “artificial inflation [value] per share” and an “average closing price” between September 21, 2016 and the date of sale, and to take the least amount computed. As stated at ¶ 1, supra, Duggan received \$45.04 per share on the sale of all shares, having paid approximately \$55 for those he purchased during the class period, realizing roughly a \$2,000 loss.

4. Duggan received no prior notice of this lawsuit and the www.WellsFargoSecuritiesLitigation web site references no Rule 23(c)(1)(A) “certification order” that the class action was properly brought. This case was brought in 2016 and plainly Rule 23's mandate (“[a]t an early practicable time ... the court must determine...”) could have been complied with before this Notice went out. In fact the Notice references no such hearing or order.

5. Once again, we have a settlement in which the Rule 23 mandates of “early practicable... determin[ation]” of the viability of a class action—including the suitability of the class representative—were not observed but in which class counsel are receiving exorbitant fees, amounting to 20% of the settlement pot. What is worse here is that there was no discovery on the merits, and the only “due diligence” done was to “assure the reasonableness of the proposed settlement” (Notice ¶ 21). “Reasonable” according to what? The fees that the plaintiffs’ counsel are receiving? Duggan never agreed to a 20% fee split and plaintiffs’ counsel back up their claim with no accounting for their hours or their effort, other than to say that someone (perhaps a 3d-party document review service) “review[ed] more than three million pages of discovery ...”(Notice ¶ 22).

6. Further, the settlement cuts out the preferred shareholders, without explanation. As explained, supra ¶2, the price of the preferred gyrated some 20% during the class period. If the common shareholders have a valid claim, so too should the preferred.

7. In language particularly appropriate to this case, Judge Posner noted the “incentive” of plaintiff’s counsel “in complicity with the defendant’s counsel, to sell out the class” by jointly recommending a “settlement involving a meager recovery for the class but generous compensation for the lawyers.” *In re Walgreen Co. Stockholder Litigation*, 832 F3d 718 (7th Cir. 2016).

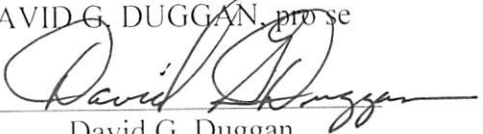
8. This is what is happening here and Duggan respectfully requests that the fee amount be

decreased, the settlement pot be increased and that preferred shareholders be allowed to participate in the settlement as re-configured.¹

9. Duggan is a lawyer admitted to practice in the state and federal courts of Illinois and New York and makes these statements under penalties of perjury pursuant to 28 USC § 1746.

Dated: Nov. 27, 2018 Chicago, IL)
County of Cook)ss:


DAVID G. DUGGAN, pro se

S/ 
David G. Duggan

3108 N. Southport
Coachhouse
Chicago, IL 60657
773-281-2873
e-mail: davidgraysonduggan@hotmail.com

Certificate of service:

I David G. Duggan, certify under penalty of perjury that on Nov. 27, 2018, I served the foregoing objection to class action settlement via e-mail on Salvatore J. Graziano, Bernstein et al., 1251 Ave. Of the Americas, New York, New York 10020, settlements@blbgllaw.com, and Wells Fargo Securities Litigation, c/o Epiq PO Box 3770 Portland, Or, 97208-3770, www.WellsFargoSecuritiesLitigation.com.

S/ 
David G. Duggan

¹After discussion with class counsel, it appears that another of Duggan’s concerns, viz., that filing an objection to the settlement forswears his right to participate in any recovery in favor of the class, is unfounded. Nevertheless, the language at ¶7, p. 3, that: “[y]ou cannot object to the Settlement ... or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class” is infelicitous and confusing. This is a quadruple negative (“cannot,” “unless,” “do not” and “exclude”) that should be excised from legal usage, particularly when contained in a document sent to laypersons. Even more so in view of the bold-face prohibition at Notice p. 15 that class members “not call or write the court, the office of the clerk, defendants or their counsel regarding this notice,” which relegates putative class members to the interpretation by plaintiffs’ counsel of a document that is written to protect them.

D David Duggan
3108 N. Southport Ave.
Chicago, IL 60657

Mailed 11/27/15
1:15 pm Wellington/Ashtland
Chicago, IL 60657

CAROL STREAM IL 601

27 NOV 2019 PM 4 L



CLERK of the UNITED STATES
DISTRICT COURT for the
NORTHERN DISTRICT of
CALIFORNIA
450 Golden Gate Ave.
San Francisco, CALIFORNIA
94102

94102-348999



EXHIBIT 9

Jan L. Westfall
29896 Blue Water Way
Menifee, CA 92584
Tel: 619-940-2880
Email: jlwestfall.esq@gmail.com

FILED

DEC -3 2018

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GARY HEFLER, et al.,

Plaintiffs,

v.

WELLS FARGO & COMPANY, et al.,

Defendants.

Case no. 16-cv-05479-JST

**OBJECTION TO PROPOSED
CLASS ACTION SETTLEMENT
AND AWARD OF ATTORNEYS'
FEES**

Judge: Hon. Jon S. Tigar
Courtroom: 9
Date: December 18, 2018
Time: 2:00 p.m.

Introduction

Founded in San Francisco in 1852 during the early years of the gold rush, Wells Fargo has an important history and California – but its image has been sorely tarnished in recent years. The settlement under consideration here did not arise in a vacuum; Plaintiffs did not uncover hidden fraud through years of diligent investigation, or even pursue Wells Fargo singlemindedly as regulatory authorities turned a blind eye. Instead, this settlement is just another chapter in the ongoing litigation resulting from Wells Fargo’s “cross-selling” business model, under which thousands of Wells Fargo employees were opening unauthorized deposit and credit card accounts without the knowledge or consent of the customers. Wells Fargo consented to a \$1 billion penalty in connection with these business practices. See Exhibit 1. So, in terms of the fraudulent conduct giving rise to the litigation,

Plaintiffs had some help in making their case. We note this background only to underscore that the achievements of the settlement need to be seen in this context.

But we do not object to the size or fact of the settlement, rather our principal concern is with the plan of allocation and the attorney's fees, and our objective is to suggest simple modifications that we believe could prove a benefit to the class. To begin we look at the "numbers", and explore the somewhat confusing information provided in the Notice. Next we look at the plan of allocation and attorney's fees. We address Objector's standing as a class member in Section V.

I. What the Numbers Tell Us

The total announced settlement value is \$480,000,000. A large settlement, without question. To put it in perspective, however, Wells Fargo's market capitalization as of November 23, 2018 was \$252.81 billion (as provided at <https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/market-cap>), and it was the fifteenth largest U.S. company by market capitalization. Market capitalization is a product of shares outstanding times market price. As the closing price on November 23, 2018 was \$51.83, Wells Fargo had roughly 4,877,677,021 shares outstanding. The \$480 million settlement thus works out to about ten cents per share. See Exhibit 1 for select widely available financial information drawn from Yahoo Finance and other internet sources. The table below summarizes the foregoing calculations.

Wells Fargo Stock Information and Recovery Per Share		
Date	End 3rd Qtr - 9/30/2018	11/23/2018
Closing stock price	\$52.56	\$51.83
Market Capitalization	\$252,810,000,000.00	\$252,810,000,000.00

Shares Outstanding	\$4,823,000,000.00	\$4,877,677,021.03
Gross Settlement Value	\$480,000,000.00	\$480,000,000.00
Recovery Per Share	\$0.10	\$0.10

This simple table summarizes the recovery per share. Leaving aside Plaintiff's claims as to potential damages recoverable at trial, based on the calculations above, their estimation that the settlement provides a recovery per share of \$0.44 before the deduction of any Court-approved fees, expenses and costs seems illogical and inconsistent with widely available financial data. The estimated recovery may be based on typical claims rates, but based on information provided in the Notice, at any rate, it appears the recovery per share is lower than represented. The recovery per share is particularly important to small investors – who may not be compensated at all.

Based on an estimated recovery per share of \$0.10, a class member would need to have purchased at least 135 shares during the class period to recover \$10.00, after payment of 25% attorney's fees. Objector herein purchased 50 shares of Wells Fargo stock during the class period, so might expect to receive \$5.00 from the settlement. But as discussed below, this is not how the settlement works. Instead, class members with claims of less than \$10 will release their claims, and this money will go to the other class members. This, then is our main concern, that the allocation plan is unfair to the small investor – who, for convenience sake, we will call the “little guy.”

II. The Plan of Allocation is Unfair to Individual Investors

A key objective of the Private Securities Litigation Reform Act of 1995, Pub. L. No. 104-67, 109 Stat. 737 (the “PSLRA”) was to put securities class actions under the control of institutional investors with large financial stakes in the outcome of the litigation. The theory behind this policy, set out in a famous article by Professors Elliot Weiss and John

Beckerman, was simple: self-interest should encourage investors with large stakes to run class actions in ways that maximize recoveries for all investors. *See* Weiss, Elliott J., & John S. Beckerman. “Let the Money Do the Monitoring: How Institutional Investors Can Reduce Agency Costs in Securities Class Actions,” 104 *YALE L. J.* 2053 (1995). The thinking at the time was that plaintiff’s lawyers were able to manipulate class representatives—who were typically small investors—into agreeing to less than favorable settlement terms that would benefit the lawyers at the expense of the class. Passage of the PSLRA thus created a preference for the appointment of institutional investors as lead plaintiffs (i.e., by creating a presumption that the best representative of shareholders would be the shareholder with the largest financial interest). There has been much debate about the effectiveness of this approach, which we do not address. But we believe the allocation issue in this case highlights one of the downsides of reliance on large institutional investors to represent the interests of all class members. Not all investors are created equal, and under the allocation plan proposed for this settlement, small investors are left out in the cold. Based on the numbers above, if you don’t have at least 135 qualifying shares, you won’t get anything from the settlement.

The “little guy loses” provision is found in paragraph 69 of the Class Notice, which informs Class Members as to the following:

If an Authorized Claimant’s Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to other Authorized Claimants.

Paragraph 70 further informs class members that if they received money under the initial distribution, they may be eligible to receive additional distributions, “if they would receive at least \$10.00 on such additional re-distributions.” So, on second and possibly third distributions, if needed, the benefit for large shareholders increases. The second round of distributions, seeking to distribute a much smaller fund, would knock out another group of

shareholders (i.e., the next tier of small investors), and their money would then increase the recovery of the larger investors. With each distribution, the benefit of the settlement vis-à-vis the large shareholder increases.

A. A conflict of interest between the little guy and larger claimants suggests the class should not be certified

Looked at in this light, it becomes apparent that neither class representatives nor counsel were looking out for the interests of the little guy. “Because class actions are rife with potential conflicts of interest between class counsel and Class Members, district judges presiding over such actions are expected to give careful scrutiny to the terms of proposed settlements in order to make sure that class counsel are behaving as honest fiduciaries for the class as a whole.” *Mirfashi v. Fleet Mortgage Corp.* 356 F.3d 781, 785 (7th Cir. 2004). And at the settlement stage the court must be particularly protective of unnamed class members. In approving a proposed class action settlement, the district court has a fiduciary responsibility to ensure that “the settlement is fair and not a product of collusion, and that the Class Members’ interests were represented adequately. See *In re Warner Communications Sec. Litig.*, 798 F.2d 35, 37 (2d Cir.1986) and *Silber v. Mahon*, 957 F.2d 697, 701 (9th Cir. 1992) (“Both the class representative and the courts have a duty to protect the interests of absent Class Members.”)

A settlement that compensates some class members at the expense of others cannot possibly be fair. The distinct interest of the uncompensated class, moreover, had no separate representation. Abundant legal authority has established that representatives of one group of claimants to a settlement cannot adequately represent the interests of another group when their interests are diametrically opposed. See e.g., *In re General Motors Corp. Pick-Up Truck Fuel Tank Products Liab. Litig.*, 55 F.3d 768, 801 (3d Cir. 1995) (“[W]e must be concerned that the individual owners had no incentive to maximize the recovery of the government entities; they could skew the terms of the settlement to their own benefit.”), and

In re Joint Eastern and Southern Dist. Asbestos Litig., 982 F.2d 721, 742–743 (2d Cir. 1992), *modified on reh'g sub nom. In re Findley*, 993 F.2d 7 (2d Cir.1993) (“But the adversity among subgroups requires that the members of each subgroup cannot be bound to a settlement except by consents given by those who understand that their role is to represent solely the members of their respective subgroups.”).

Amchem clarified that when conflicts of interest between subgroups are so apparent, a court must require separate representation of the competing interests.

But the adversity among subgroups requires that the members of each subgroup cannot be bound to a settlement except by consents given by those who understand that their role is to represent solely the members of their respective subgroups.

Amchem Products, Inc. v. Windsor, 521 U.S. 591, 627 (1997), *citing In re Joint Eastern and Southern Dist. Asbestos Litig.*, 982 F.2d 721, 742–743 (1992), *modified on reh'g sub nom. In re Findley*, 993 F.2d 7 (1993).

Rule 23(a)(4) adequacy cannot be ignored simply because a court determines the settlement as whole is reasonable under Rule 23(e). As the Supreme Court cautioned in *Amchem*, “Rule 23(e)’s settlement prescription was designed to function as an additional requirement, not a superseding direction, to the class-qualifying criteria of Rule 23(a) and (b).” *Amchem*, 521 U.S. at 621.

B. A zealous advocate would not approve a release for no compensation for the subclass of small investors

Approving a release without compensation is itself a problem – even without a conflict with other subgroups within the class. Unfortunately, some courts have allowed settlements to release class member claims without providing them any benefit. More to the point, such settlements have frequently arisen in the context of securities litigation class actions in the Ninth Circuit. *See, e.g., Nguyen v. Radiant Pharm. Corp.*, No. 11-cv-00406, 2014 WL 1802293, at *7 (C.D. Cal. May 6, 2014); and *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 461 (9th Cir. 2000). By contrast, other Circuits have found that it is improper to

release class member claims to secure attorneys' fees or to benefit another part of the class. See, e.g., *In re Walgreen Co. Stockholder Litig.*, 832 F.3d 718, 724 (7th Cir. 2016). This appears to be an unsettled area of law, ripe for judicial review.

Leaving aside the problem of adequacy of representation and release for no compensation, there is also the arbitrariness of the \$10 cutoff. Although the Ninth Circuit has an infeasibility standard, it is not at all apparent that \$10 is a good cut off. *In re Transpacific Passenger Air Transportation Antitrust*, for example, included an offer to pay claims of \$8.50. The efficiencies afforded by electronic payment systems makes it more cost effective to pay small claims.

C. The problem of the residual and cy pres distribution

But should distribution to class members prove infeasible, we would like to propose an alternative to the normal cy pres distribution. Here, after further distribution becomes impractical, the Notice informs Class Members that the "remaining balance will be contributed to the Investor Protection Trust." This brief statement, buried within a repetitive paragraph regarding redistributions, is the only indication given that the allocation plan includes a designated cy pres beneficiary. To learn more about this component of the Settlement we need to turn to Plaintiff's Motion for Final Approval. At Dkt. 238, page 28, footnote 6 we learn:

The Plan of Allocation also identifies a proposed cy pres recipient of any residual funds that may remain after one or more distributions of the Net Settlement Fund: the Investor Protection Trust, a 501(c)(3) nonprofit organization devoted to investor education. Notice ¶70.

By contrast, the Notice provides no information at all about what the Investor Protection Trust is, or that it is even a 501(c)(3) organization. While a settlement structured with distributions to the class first and only a residual for distribution cy pres is quite different from a settlement where all the money goes to cy pres beneficiaries.

Second—and this in fact affects all members of the class—the settlement designates a charitable beneficiary that is not of their choosing. We acknowledge the charity selected here is probably in line with the Ninth’s Circuit approach, as indicated in *Dennis v. Kellogg, Co.*, 697 F.3d 858 (2012) and other case. The Ninth Circuit has held, “To avoid the ‘many nascent dangers to the fairness of the distribution process,’ we require that there be ‘a driving nexus between the plaintiff class and the cy pres beneficiaries.’ *Nachshin v. AOL*, 663 F.3d 1034, 1038 (9th Cir. 2011). A cy pres award must be ‘guided by (1) the objectives of the underlying statute(s) and (2) the interests of the silent class members,” *Id.* at 1039, and must not benefit a group ‘too remote from the plaintiff class,’ *Six Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1308 (9th Cir.1990).”

Although this has been the standard approach for many years in the Ninth Circuit, we believe the efficiencies provided by the possibility of electronic claim filing suggests in might be time to consider an alternative. The “next best” approach embodied in cy pres, could easily at this juncture be replaced by a *chacun à son gout* approach (each to his own taste). As Justice Roberts Chief Justice Roberts recently observed regarding cy pres during a discussion of distributions in class action settlements in *Frank v. Gaos*, Case No. 17-961 (October 31, 2018)

p. 50, l. 17 - 21:

"CHIEF JUSTICE ROBERTS: ... why do you assume that simply because someone wants money in the settlement or is entitled to, that he's also opposed to what gave rise to -- the wrong? I mean, you may be in an auto accident with someone who's speeding. That doesn't mean you automatically think that highway safety is affected and the speed limit should be changed." . . .

p. 50, l. 23 - 24:

"CHIEF JUSTICE ROBERTS: You just want money because of what happened to you."

Select pages from the official transcript are attached hereto as Exhibit 3.

In line with Justice Roberts’ remark, we believe it is unclear whether class members would want their residual to go to investor education. Perhaps Class Members would prefer to be able to designate a charity of their choosing – which might not have much

to do with the underlying objectives of the lawsuit but would reflect “the interests of the silent class members” as required under *Six Mexican Workers*.

The Claim form could provide Class Members an opportunity to designate a charity of their choice to receive a pro rata allocation of funds. When an individual investor’s share in the settlement proceeds is deemed infeasible for distribution, that shareholder’s pro rata share could go to the charity of his choice.

D. Alternatives

In rejecting the proposed plan of allocation, the Court could advise the parties to develop an alternative approach to distribution of the residual funds. Shareholders have long been able to vote their shares by proxy online at websites such as, <https://east.proxyvote.com/pv/web>, a service of Broadbridge Financial Services. A similar service related to residual distribution could be developed in this litigation, that could serve as a model for future shareholder litigation. Our proposal is that shareholders be provided the opportunity to make an election on the claim form or settlement website about how residual funds should be allocated. A list of the top 50 charities could be provided, and funds could be distributed pro rata as chosen by class members. Such an approach would give class members a say over their funds – and is entirely feasible.

III. Objections to the Attorney’s Fees

In “common fund cases the relationship between plaintiffs and their attorneys turns adversarial at the fee-setting stage.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002). Class counsel is on the same side as class members when it comes to establishing the size of the settlement fund, but class counsel is adverse to the class members when it comes to the question of how much of the settlement fund will go to class counsel or the class.

In the Ninth Circuit, when determining fees in a common fund case “courts have discretion to employ either the lodestar method or the percentage-of-recovery method.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). Generally in the Ninth Circuit a court will “determine the appropriate percentage fee by “taking into account all of the circumstances of the case.” *Vizcaino*, at 1048. Here the attorneys are requesting fees of 20% of the settlement fund, based on 73,309.65 hours of attorney and other professional time through October 15, 2018. Plaintiff Counsel's lodestar, derived by multiplying the hours spent on the litigation by each attorney and professional by their current hourly rates is \$29,760,536.50. "

The hours are high. But upon review of the lodestar data it emerges that the bulk of the time was staff attorney and "other professional staff time." Exhibit 1 to Grazaiano's Declaration shows Partners and Senior Attorneys put a total of 2,456.25 hours into the case, with the great bulk of the time in the case spent by 36 "Staff Attorneys" who racked up as many as 2,015.5 hours each in the case. The supporting Declaration of Salvatore J. Grazaiano describes the hourly rates at page 14: "The current hourly rates for Plaintiffs' Counsel range from \$650 to \$1,250 for partners or senior counsel, form \$400 to \$650 for associates, and from \$245 to \$350 for paralegals." The hourly rates (and volume of hours) expended by paralegals, (at between \$240 and \$350/hour), case manager time (\$335/hour), "litigation support time" (\$295 - \$330 per hour) are included in the lodestar calculation. At these rates and using the sought multiplier, a paralegal will bring the firm between \$959 and \$1,137/hour for her/his time.

So the vast majority of the time spent in this case was devoted to low level attorney or para-professional work – most likely document review. The fact that much of the documents were provided to them from other litigation further undercuts a finding of reasonableness. The Notice acknowledges that in March of this year Wells Fargo produced

to Lead Plaintiff the documents produced to plaintiffs in *In re Wells Fargo & Company Shareholder Derivative Litigation*, No. 16-CV-5541-JST (N.D. Cal.). Where staff attorneys are just reviewing documents produced in a different lawsuit, the fees should surely be reduced. Not all hours expended by counsel are to be compensated, but only hours of work that benefit the class. See *In re “Agent Orange” Prod. Liab. Litig.*, 818 F.2d 226, 237 (2d Cir. 1987) (“The critical inquiry when reviewing hours billed to the common fund in a class action is whether the work performed resulted in a benefit to the class.”);

A. Parallel litigation and government enforcement actions certainly lightened plaintiff counsel’s work load

The fee application must be also considered in the context of the multiple lawsuits and enforcement actions being pursued against Wells Fargo while the shareholder litigation was pending. Courts have long recognized that the mere existence of a parallel government investigation puts pressure on a defendant to settle and gives a plaintiff’s counsel greater reason to believe that he will prevail. See *In re Bausch & Lomb, Inc. Sec. Litig.*, 183 F.R.D. 78, 87 (W.D.N.Y. 1998) (“the existence of the SEC’s investigation would certainly have put additional pressure on B&L to settle the case and would also have given plaintiffs counsel greater reason to believe that they could prevail.”);

IV. Notice of Intent to Appear

Counsel does not intend to appear at the Fairness Hearing, but is however prepared to do so should the court be interested in hearing oral argument in connection with any of the concerns raised above. By filing this notice of appearance Counsel reserves the right to appear.

V. Objector’s Standing

Joseph Gray is a class member by virtue of 50 shares of Wells Fargo stock purchased on February 11, 2016 for the IRA of Susan Vreeland, who passed away in 2017.

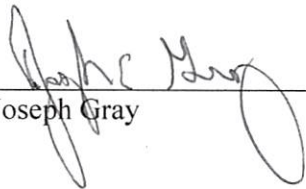
Those shares are still owned within the IRA, of which Mr. Gray is the beneficiary. As Ms. Vreeland's surviving spouse, and trustee of her trust, as well as beneficiary of the IRA, he is the successor in interest in all respects as to these shares. Mr. Gray intends to file a claim form with the relevant details.

Conclusion

Based on the foregoing arguments we respectfully ask the Court to reject the allocation plan and order compensation for all investors, either through greater direct distribution or to charities of class member's choosing. We also request that the court reduce the attorneys' fees to a more reasonable amount based on the level of work performed and in light of megafund principles.

Dated: November 27, 2018

Respectfully submitted,



Joseph Gray


And By: /s/ Jan L. Westfall
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Tel: 619-940-2880
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Counsel for Class Member/Objector Joseph Gray

Exhibit 1

Wells Fargo Bank, N.A.

The Bureau of Consumer Financial Protection (Bureau) announced a settlement with Wells Fargo Bank, N.A. in a coordinated action with the Office of the Comptroller of the Currency (OCC). As described in the consent order, the Bureau found that Wells Fargo violated the Consumer Financial Protection Act (CFPA) in the way it administered a mandatory insurance program related to its auto loans. The Bureau also found that Wells Fargo violated the CFPA in how it charged certain borrowers for mortgage interest rate-lock extensions. Under the terms of the consent orders, Wells Fargo will remediate harmed consumers and undertake certain activities related to its risk management and compliance management. The Bureau assessed a \$1 billion penalty against the bank and credited the \$500 million penalty collected by the OCC toward the satisfaction of its fine.

RELATED DOCUMENTS

[Stipulation](#) 

[Consent order](#) 

PRESS RELEASE

[Bureau of Consumer Financial Protection Announces Settlement With Wells Fargo For Auto-Loan Administration and Mortgage Practices](#)

ACTION DETAILS

Category

Stipulation and consent order

Institution type

Bank

File number

2018-BCFP-0001

Topics

- MORTGAGE ORIGINATION
- AUTO LOANS
- ENFORCEMENT

Fed drops hammer on Wells Fargo as four board members ousted

By John Heltman

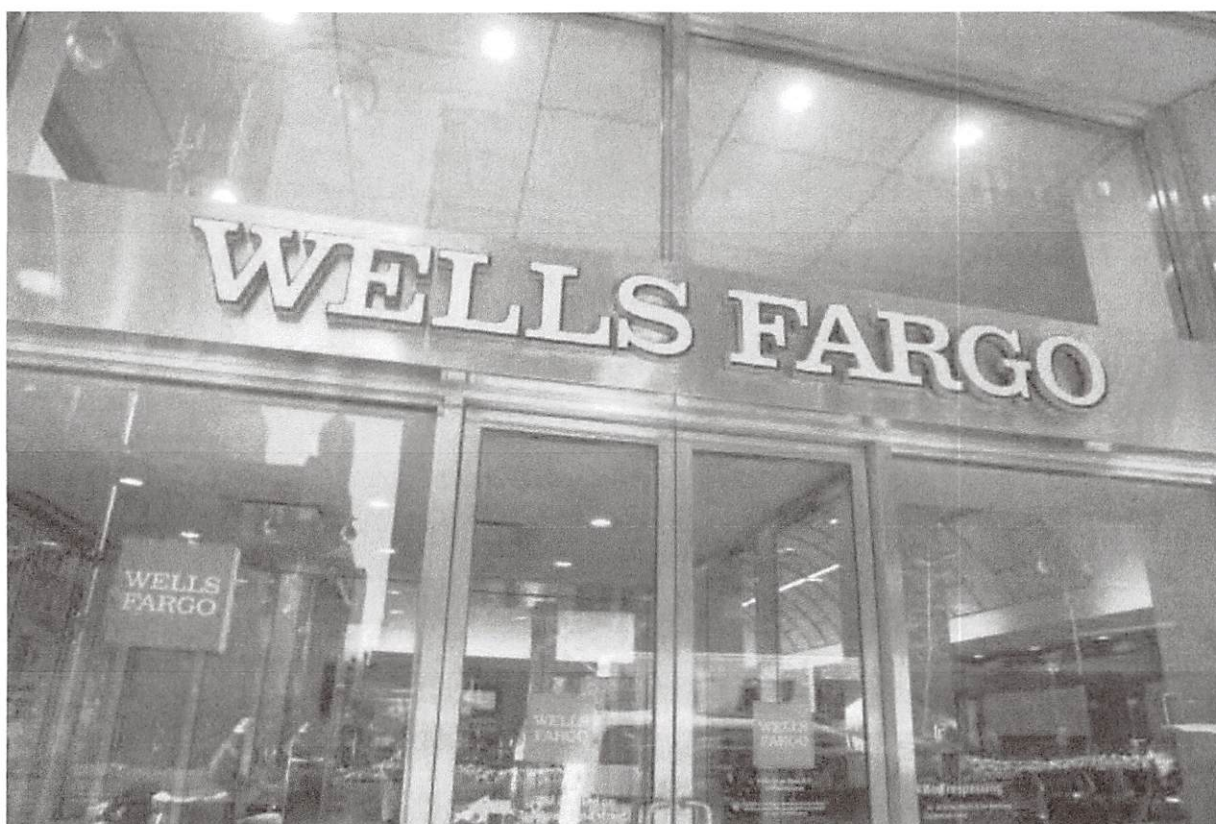
Published February 02 2018, 6:15pm EST

More in Enforcement, Compliance, Consumer banking, Wells Fargo, Federal Reserve

WASHINGTON — The Federal Reserve voted unanimously Friday to impose an unprecedented enforcement action against Wells Fargo in response to its phony-accounts scandal, restricting the bank's future growth, while Wells said it would remove four members of its board of directors.

"Responding to recent and widespread consumer abuses and other compliance breakdowns by Wells Fargo, the Federal Reserve Board on Friday announced that it would restrict the growth of the firm until it sufficiently improves its governance and controls," the Fed said in a Friday evening release.

"Concurrently with the Board's action, Wells Fargo will replace three current board members by April and a fourth board member by the end of the year."



The Federal Reserve voted unanimously Friday to levy an unprecedented enforcement action against Wells Fargo in response to its cross-selling scandal, restricting the bank's future growth and removing four members of its board of directors.

Wells Fargo

The order, which was approved by a vote of 3-0, bars Wells from growing beyond its asset size as of the end of 2017; the bank held \$1.95 trillion on Dec. 31. Vice Chairman for Supervision Randal Quarles

abstained from the vote because he had recused himself from supervisory matters related to Wells Fargo in December.

Fed Chair Janet Yellen — whose last day leading the Fed is Feb. 3 — said in a statement that the enforcement action is meant to send a signal to other banks that the agency is serious about corrective action against banks guilty of the kinds of customer abuses it uncovered in its investigation of Wells.

"We cannot tolerate pervasive and persistent misconduct at any bank and the consumers harmed by Wells Fargo expect that robust and comprehensive reforms will be put in place to make certain that the abuses do not occur again," Yellen said. "The enforcement action we are taking today will ensure that Wells Fargo will not expand until it is able to do so safely and with the protections needed to manage all of its risks and protect its customers."

In a statement, Wells said that the firm is "confident it will satisfy the requirements of the consent order" and that it intends to file its report to the Fed within 60 days with its plans to come into compliance. The report will include "what already has been done, and is planned, to further enhance the board's governance oversight, and the company's compliance and operational risk management," the company said.

Wells Fargo's stock price tumbled by 5.9% in after-hours trading.

Neither the Fed nor the bank would identify the four board members who will be ousted. "We have no detail on that," a Wells spokeswoman said.

Federal regulators filed an enforcement action against Wells in September 2016, saying that thousands of employees, under pressure to meet sales goals, had opened up as many as 2.1 million fake accounts.

Then-CEO John Stumpf tried to contain the fallout, but his appearances on Capitol Hill helped lead to his ouster. Tim Sloan, formerly the bank's chief financial officer, has led the bank since October of 2016.

Since then, the unauthorized account scandal has grown — the bank's most recent estimate is that as many as 3.5 million accounts were opened without customer consent — and new scandals have emerged.

For example, Wells Fargo has agreed to refund fees to mortgage customers who were improperly charged to extend the period of time in which they had locked in a specific interest rate. The bank is also expected to get hit with fines related to borrowers who were forced to take out auto insurance that they did not need.

Despite a massive marketing campaign and a shakeup in its management, Wells has struggled to escape the shadow of the scandals, which have led critics to declare the bank "too big to manage."

The Fed's order requires the board of directors to take a number of concrete actions including steps to ensure that the firm's "strategy and risk tolerance are clear and aligned," actions to ensure that its composition and governance structures are "aligned with its risk tolerance," and a plan to ensure "that no roles or responsibilities of the Board are unfulfilled for an undue period of time following the departure of any member of the Board." A third party will also be required to review the bank's progress and report on it by Sept. 30.

Sen. Elizabeth Warren, D-Mass., has led the charge for the Fed to take further action against Wells as a result of the scandal, including firing board members who were at the bank during the time the bogus accounts were opened.

"I really want to see the Fed step up here. The Fed has the power to do it. They just need to step up and do it," she told CNBC in September.

The Fed also sent letters to former Wells CEO John Stumpf and former lead independent director of the Wells board, Stephen Sanger, criticizing their leadership as unacceptable. In the letter to Stumpf, the Fed said that he personally was responsible for overseeing an insufficient compliance regime and that he failed to take timely action to prevent abuses.

"[Wells] pursued business strategies and goals that motivated compliance violations and improper practices without ensuring its risk management programs were sufficiently robust to prevent such behavior," the letter said. "In short, appropriate and timely action was not taken and the compliance and conduct failures continued."

The letter to Sanger said that there were "many pervasive and serious compliance and conduct failures" during his tenure and that he failed to elevate abuses to the rest of the board of directors when he was made aware of them.

"This lack of inquiry and lack of demand for additional information are not consistent with the duties and responsibilities of the Lead Director as described in the firm's Corporate Governance Guidelines between 2013 and 2016," the letter said. "Your performance in that role is an example of ineffective oversight that is not consistent with the Federal Reserve's expectations for a firm of WFC's size and scope of operations."

A Fed official said that it was a coincidence that the consent order came on Yellen's last day as Fed chair, and noted that the asset cap is an unprecedented step for a Fed enforcement action. The order will

require the bank to effectively stop growing beyond its \$1.95 trillion asset size, and the Fed will assess the bank's asset size over a two-quarter average to ensure that it remains below the threshold. The bank can continue to take deposits and function normally.

The official added that the evaluation of Wells' compliance with the order will be determined jointly by Michael Gibson, director of the program direction section of the Fed Board's Division of Supervision and Regulation, and supervisory officials at the Federal Reserve Bank of San Francisco. Gibson's oversight of the third-party compliance report is routine, Fed officials said, and not related to Quarles' recusal.

Wells Fargo said the asset limit will remain in place until the Fed is satisfied with the third-party review. Then, after the limit on asset growth is removed, another third-party review will be conducted to assess the risk management changes that Wells has made.

The San Francisco bank also provided some information about how it plans to prevent its asset size from growing beyond its current level.

"We will continue to serve our customers' financial needs, including saving, borrowing and investing," Wells stated in an investor presentation that was released late Friday. "We have flexibility to manage our balance sheet by optimizing certain activities, which could include temporarily pulling back from some activities focused on providing liquidity to market participants, including other financial institutions."

Kevin Wack contributed reporting to this article.

John Heltman



Exhibit 2



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Wells Fargo Market Cap 2006-2018 | WFC

Prices (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/stock-price-history>)

Financials (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/financial-statements>)

Revenue & Profit (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/revenue>)

Assets & Liabilities (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/total-assets>)

Margins (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/profit-margins>)

Price Ratios (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/pe-ratio>)

Other Ratios (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/current-ratio>)

Dividends (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/dividend-yield-history>)

Stock Price History (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/stock-price-history>)

Stock Splits (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/stock-splits>)

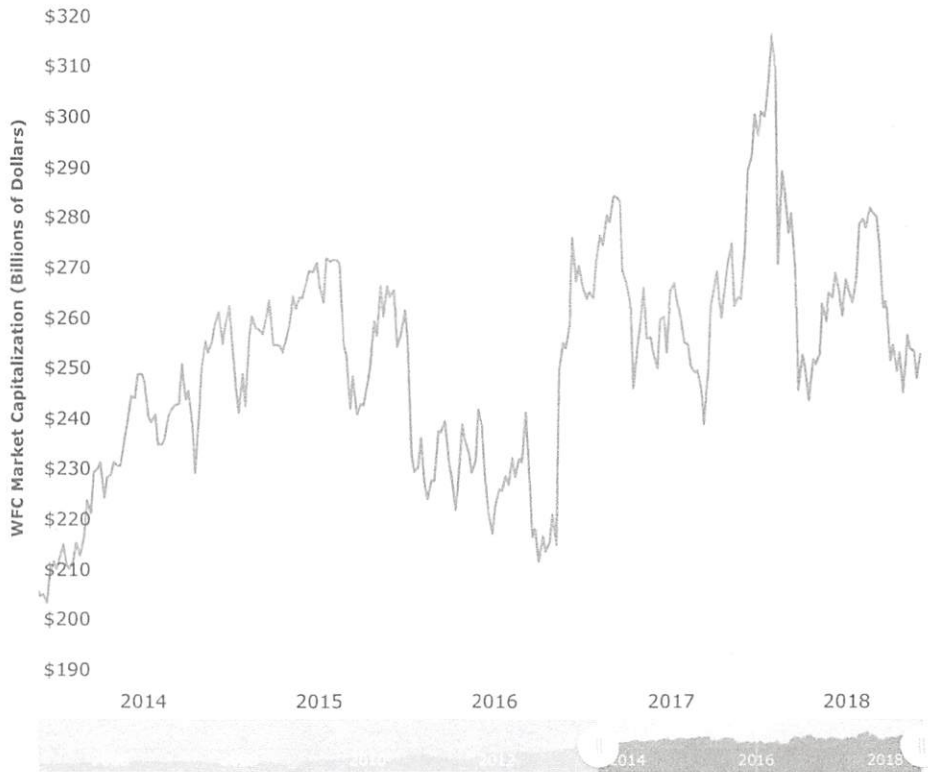
Market Cap (<https://www.macrotrends.net/stocks/charts/WFC/wells-fargo/market-cap>)

Wells Fargo market cap history and chart from 2006 to 2018. Market capitalization (or market value) is the most commonly used method of measuring the size of a publicly traded company and is calculated by multiplying the current stock price by the number of diluted shares outstanding. Wells Fargo market cap as of November 26, 2018 is **\$257.94B**.

Search for ticker or company name...

From: 11/27/2013 To: 12/03/2018

Zoom: 3M 6M 1Y 2Y 3Y 5Y All



Sector	Industry	Market Cap	Revenue
Finance	Banks - Major Regional	\$257.936B	\$97.741B

Wells Fargo & Company is a diversified, community-based financial services company with \$1.9 trillion in assets. Wells Fargo's vision is to satisfy our customers' financial needs and help them succeed financially. Headquartered in San Francisco, Wells Fargo provides banking, insurance, investments, mortgage, and consumer and commercial finance through more than 8,400 locations, 13,000 ATMs, the internet (wellsfargo.com) and mobile banking, and has offices in 42 countries and territories to support customers who conduct business in the global economy. With approximately 268,000 team members, Wells Fargo serves one in three households in the United States.

Stock Name	Country	Market Cap	PE Ratio
JPMorgan Chase (JPM) (/stocks/charts/JPM/jpmorgan-chase/market-cap)	United States	\$374.976B	12.47
Bank Of America (BAC) (/stocks/charts/BAC/bank-of-america/market-cap)	United States	\$282.316B	11.58
Citigroup (C) (/stocks/charts/C/citigroup/market-cap)	United States	\$163.790B	10.08
U.S Bancorp (USB) (/stocks/charts/USB/us-bancorp/market-cap)	United States	\$87.528B	13.85
PNC Financial Services (PNC) (/stocks/charts/PNC/pnc-financial-services/market-cap)	United States	\$62.546B	13.21

Stock Name	Country	Market Cap	PE Ratio
Bank Of New York Mellon (BK) (/stocks/charts/BK/bank-of-new-york-mellon/market-cap)	United States	\$50.358B	12.42
BB&T (BBT) (/stocks/charts/BBT/bb-t/market-cap)	United States	\$39.394B	13.28
SunTrust Banks (STI) (/stocks/charts/STI/suntrust-banks/market-cap)	United States	\$28.507B	11.99
State Street (STT) (/stocks/charts/STT/state-street/market-cap)	United States	\$28.055B	10.03
M&T Bank (MTB) (/stocks/charts/MTB/m-t-bank/market-cap)	United States	\$23.871B	13.66
Northern Trust (NTRS) (/stocks/charts/NTRS/northern-trust/market-cap)	United States	\$21.794B	15.73
KeyCorp (KEY) (/stocks/charts/KEY/keycorp/market-cap)	United States	\$18.942B	11.23
Fifth Third Bancorp (FITB) (/stocks/charts/FITB/fifth-third-bancorp/market-cap)	United States	\$17.872B	11.55
Comerica (CMA) (/stocks/charts/CMA/comerica/market-cap)	United States	\$12.952B	12.17
BankUnited (BKU) (/stocks/charts/BKU/bankunited/market-cap)	United States	\$3.444B	9.98

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U.S. Commerce – Stock Market Capitalization of the 50 Largest American Companies

To view or link to a static/historical version of this page, click [here](#)

Rank	Company Name	Symbol	Market Cap (\$B)
1	Microsoft Corp.	MSFT	753.34
2	Apple Inc.	AAPL	746.82
3	Amazon.com Inc.	AMZN	736.62
4	Alphabet Inc	GOOG	725.52
5	Berkshire Hathaway	BRK.A	490.77
6	Johnson & Johnson	JNJ	366.64
7	Facebook, Inc.	FB	365.79
8	JPMorgan Chase & Co.	JPM	347.08
9	Exxon Mobil Corp.	XOM	312.91
10	Visa Inc.	V	281.16
11	Walmart	WMT	268.49
12	Bank of America Corp	BAC	260.11
13	Pfizer Inc.	PFE	247.85
14	United Health Group Inc.	UNH	241.88
15	Wells Fargo	WFC	239.9
16	Verizon Communications	VZ	238.08
17	Procter & Gamble	PG	223.47
18	Chevron Corp.	CVX	213.7
19	AT&T Inc.	T	209.6
20	Intel Corp.	INTC	208.12
21	Coca-Cola Company (The)	KO	201.3
22	Cisco Systems	CSCO	193.94
23	Merck & Co.	MRK	190.93
24	Home Depot	HD	182.4
25	Oracle Corp.	ORCL	181.04
26	Mastercard Inc.	MA	177.81
27	Boeing Company	BA	167.53
28	Comcast Corp.	CMCSA	165.35
29	The Walt Disney Company	DIS	163.24
30	PepsiCo Inc.	PEP	157.8
31	Citigroup Inc.	C	146.72
32	McDonald's Corp.	MCD	137.25
33	DowDuPont	DWDP	127.61
34	Philip Morris International	PM	127.06
35	Medtronic plc	MDT	125.15
36	AbbVie Inc.	ABBV	124.01
37	Amgen Inc.	AMGN	121.36
38	Lilly (Eli) & Co.	LLY	117.89
39	Abbott Laboratories	ABT	116.22
40	Nike	NKE	113.3
41	Adobe Systems Inc	ADBE	113.26
42	3M Company	MMM	110.75
43	International Business Machines	IBM	104.96
44	Netflix Inc.	NFLX	103.37
45	Honeywell Int'l Inc.	HON	102.88
46	United Technologies	UTX	101.63
47	Union Pacific	UNP	101.17
48	Altria Group Inc	MO	96.69
49	Accenture plc	ACN	96.61
50	Broadcom	AVGO	95.09

Updated: November 24, 2018

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San

EXHIBIT 10

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Lead Counsel for Lead Plaintiff and the Settlement Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GARY HEFLER, MARCELO MIZUKI, GUY)
SOLOMONOV, UNION ASSET)
MANAGEMENT HOLDING AG, and CITY)
OF HIALEAH EMPLOYEES' RETIREMENT)
SYSTEM, Individually and on Behalf of All)
Others Similarly Situated,)

Plaintiffs,)

vs.)

WELLS FARGO & COMPANY, JOHN G.)
STUMPF, JOHN R. SHREWSBERRY,)
CARRIE L. TOLSTEDT, TIMOTHY J.)
SLOAN, DAVID M. CARROLL, DAVID)
JULIAN, HOPE A. HARDISON, MICHAEL)
J. LOUGHLIN, AVID MODJTABAI, JAMES)
M. STROTHER, JOHN D. BAKER II, JOHN)
S. CHEN, LLOYD H. DEAN, ELIZABETH)
A. DUKE, SUSAN E. ENGEL, ENRIQUE)
HERNANDEZ JR., DONALD M. JAMES,)
CYNTHIA H. MILLIGAN, FEDERICO F.)
PEÑA, JAMES H. QUIGLEY, JUDITH M.)
RUNSTAD, STEPHEN W. SANGER,)
SUSAN G. SWENSON, and SUZANNE M.)
VAUTRINOT,)

Defendants.)

Case No. 3:16-cv-05479-JST

CLASS ACTION

**SUPPLEMENTAL DECLARATION
OF ALEXANDER VILLANOVA
REGARDING: (A) MAILING OF THE
NOTICE AND CLAIM FORM; AND
(B) REPORT ON REQUESTS FOR
EXCLUSION RECEIVED**

Date: December 18, 2018
Time: 2:00 p.m.
Judge: Hon. Jon S. Tigar
Courtroom: 9

1 I, ALEXANDER VILLANOVA, hereby declare under penalty of perjury as follows:

2 1. I am a Project Manager employed by Epiq Class Action & Claims Solutions, Inc.
3 (“Epiq”). Pursuant to the Court’s September 4, 2018 Order Granting Preliminary Approval of
4 Class Action Settlement and Granting Motion to Seal (ECF No. 234) (“Preliminary Approval
5 Order”), Epiq was authorized to act as the Claims Administrator in connection with the Settlement
6 of the above-captioned action.¹ I submit this Declaration as a supplement to my earlier declaration,
7 the Declaration of Alexander Villanova Regarding: (A) Mailing of the Notice and Claim Form;
8 (B) Publication of the Summary Notice; and (C) Report on Requests for Exclusion Received to
9 Date, dated November 12, 2018 (ECF No. 240-3) (the “Initial Mailing Declaration”). The
10 following statements are based on my personal knowledge and information provided by other Epiq
11 employees working under my supervision, and if called on to do so, I could and would testify
12 competently thereto.

13 **CONTINUED DISSEMINATION OF THE NOTICE PACKET**

14 2. Since the execution of my Initial Mailing Declaration, Epiq has continued to
15 disseminate copies of the Notice and Claim Form (the “Notice Packet”) in response to additional
16 requests from potential members of the Settlement Class, brokers, and nominees. Through
17 December 7, 2018, Epiq has mailed a total of 1,911,759 Notice Packets to potential Settlement
18 Class Members and nominees. In addition, Epiq has re-mailed a total of 3,894 Notice Packets to
19 persons whose original mailing was returned by the U.S. Postal Service and for whom updated
20 addresses were provided to Epiq by the Postal Service. The U.S. Postal Service has returned a total
21 of 12,657 Notice Packets as undeliverable for which Epiq has not obtained an updated address.

22 **INFORMATION REGARDING MAILING**
23 **TO CERTAIN NOTICE RECIPIENTS**

24 3. Lead Counsel has asked me to discuss the details and timing of mailing of Notice
25 Packets to two individuals: Brian Erne of Carmel, IN and David G. Duggan of Chicago, IL.

26 _____
27 ¹ Unless otherwise defined herein, all capitalized terms have the meanings set forth in the
28 Stipulation and Agreement of Settlement dated July 30, 2018 (ECF No. 225-1) (the “Stipulation” or
“Stipulation of Settlement”).

- 1 a. Epiq has no record of mailing a Notice Packet to Mr. Erne. If Mr. Erne received a
2 Notice Packet, this indicates that Mr. Erne received the Notice Packet from a
3 nominee who requested Notice Packets from Epiq in bulk to forward to its clients.
- 4 b. Epiq received Mr. Duggan's name from Fidelity Investments by email on October
5 16, 2018. Epiq mailed a copy of the Notice Packet to Mr. Duggan by first-class
6 mail on October 22, 2018.

7 **TELEPHONE HELPLINE AND WEBSITE**

8 4. Epiq continues to maintain the toll-free telephone number (1-855-349-6457) and
9 interactive voice response system to accommodate any inquiries from potential members of the
10 Settlement Class. Since the telephone number became active on September 25, 2018, Epiq has
11 received 5,365 inbound calls, including 3,817 calls handled by Epiq's live operators. In addition,
12 Epiq's representatives have made 672 outbound calls to persons who have left messages. Epiq has
13 also received 680 emails sent to info@WellsFargoSecuritiesLitigation.com and has sent 547
14 outgoing emails in connection with this case.

15 5. Epiq also continues to maintain the dedicated website for the Action
16 (www.WellsFargoSecuritiesLitigation.com) in order to assist potential members of the Settlement
17 Class. On November 14, 2018, Epiq posted to the website copies of the papers filed in support of
18 the motion for final approval of the Settlement and Plan of Allocation and in support of Lead
19 Counsel's motion for an award of attorneys' fees and expenses. Epiq will continue maintaining
20 and, as appropriate, updating the website and toll-free telephone number until the conclusion of the
21 administration.

22 **REPORT ON REQUESTS FOR EXCLUSION RECEIVED**

23 6. The Notice informed potential members of the Settlement Class that requests for
24 exclusion from the Settlement Class are to be mailed or otherwise delivered, addressed to *Wells*
25 *Fargo Securities Litigation*, EXCLUSIONS, c/o Epiq, P.O. Box 3770, Portland, OR 97208-3770,
26 such that they are received by Epiq no later than November 27, 2018. Epiq has been monitoring all
27 mail delivered to that Post Office Box. As of the date of this Declaration, Epiq has received 253
28 requests for exclusion. Of these requests, 238 were received by the November 27, 2018 deadline,


1 and 15 were received after that date. Exhibit 1 attached hereto lists the names of the persons
2 and entities who have requested exclusion from the Settlement Class and their city and state.

3 **CLAIMS RECEIVED TO DATE**

4 7. The Notice also informed potential members of the Settlement Class that if they
5 wished to participate in the Settlement they must submit a Claim Form to Epiq, with supporting
6 documentation, postmarked or received by January 23, 2019. In Epiq's experience, the large
7 majority of claimants submit their claims shortly before the deadline. Through December 7, 2018,
8 more than six weeks before the deadline, Epiq has received 25,712 claims by mail or
9 electronically.

10 I declare under penalty of perjury under the laws of the United States of America that the
11 foregoing is true and correct to the best of my knowledge.

12 Executed on December 10, 2018, at Beaverton, Oregon.

13 

14 _____
15 Alexander Villanova

Exhibit 1

Exhibit 1
Exclusion Requests

Number	Name	City	State/ Province	Country
1	Thomas R. Manniello	Carmel	CA	USA
2	Eileen Kegley	Omaha	NE	USA
3	John A. Maselli	Winston-Salem	NC	USA
4	James F. Werler Revocable Trust, James F. Werler TTEE and Jane A. Werler TTEE	Minneapolis	MN	USA
5	Joel David Croxton	Summerville	SC	USA
6	Seege Family Trust, Kenneth J. Seege and Patricia A. Seege	Sunbury	OH	USA
7	Brigette D. Maselli	Winston-Salem	NC	USA
8	Scott D. Lake	Manhattan	KS	USA
9	Robert E Sterling and Martha B Sterling	Bethlehem	PA	USA
10	Ryoko Rodriguez	Pleasant Hill	IA	USA
11	Frederick J. Klemeyer, Jr. (IRA)	San Francisco	CA	USA
12	Dorothy V. Smith Trust and Viday S. Burnette TTEE	Clarksville	VA	USA
13	William Webb	Pompano Beach	FL	USA
14	Donald A. Stanford	Citrus Heights	CA	USA
15	James M. Hommel and Joan E. Hommel	Gig Harbor	WA	USA
16	Jimmy F. New and Judy E. New	Russell	KS	USA
17	Max Stephen Peters and Karen O Peters JTWROS (atlantas)	Frisco	CO	USA
18	Clara Dianne Clark Wagner	Mineral	VA	USA
19	Leon Sheldon Mirsky	Albany	NY	USA
20	John V. Hamby	Fort Mill	SC	USA
21	John V. Hamby (Custodian for Quinn Lewis Hewett)	Fort Mill	SC	USA
22	Oma Fae Olson	Tucson	AZ	USA
23	Beverly A. Meller	Abilene	TX	USA
24	Maudlin Holdings LTD	Abilene	TX	USA
25	Harold Maudlin	Abilene	TX	USA
26	Marian Wolterstorff	Midlothian	VA	USA
27	Elaine Leong	New Hyde Park	NY	USA
28	Leon Golante and Irma Daphne Golante	Alpharetta	GA	USA
29	David H. Denoff	The Villages	FL	USA
30	John D. Foret TTEE	Westwood	KS	USA
31	Laurelle Althea Greeson	Fredericksburg	VA	USA
32	John G. Fowler and Beverly J. Fowler	Frankfort	IL	USA
33	Susan L. Karbaum	Sudlersville	MD	USA
34	Rose E. Rojas	Walnut	CA	USA
35	Jamie S. House	Wilsonville	AL	USA
36	Eleanor P. Clark and Deborah Billings	Gainesville	GA	USA
37	Joseph C. Sever Jr.	Longboat Key	FL	USA
38	Sara B. Freeman	West Columbia	SC	USA
39	Carolyn Scarboro	Lillian	AL	USA
40	Terry H. Slotsve	Fort Worth	TX	USA
41	Mary I. Zninski	Rapid City	MI	USA
42	Pamela J. Gibson	Brampton	ON	CAN
43	Marilyn Jeris	Monroe Township	NJ	USA
44	Joanne M Mekal	Troy	MI	USA
45	Christopher Corpe and Alicia Corpe	Payson	AZ	USA
46	Nancy Rosano-Labowe	Sun City West	AZ	USA
47	James W. Smith	San Antonio	TX	USA
48	Sharon E. Mackey	Sterling Heights	MI	USA
49	Ronald Pinaire	Corpus Christi	TX	USA
50	William Ostrom	Kingsburg	CA	USA
51	Daniel Hayes	Brooklyn	NY	USA
52	Curt Bruner	Niwot	CO	USA
53	John Otto Warner	Somerville	MA	USA
54	Mark G. Robertson and Laurel L. Robertson	Potsdam	NY	USA
55	Richard Arnold Hampton	Sylmar	CA	USA
56	Karen Haywood	Belleville	IL	USA
57	Zachary L. Leichtman-Levine	Beverly Hills	CA	USA
58	Gerald R. Ehrman	Orange	TX	USA
59	The Braun Family Trust, John Dean Braun and Carolyn M Braun TTEES	Paso Robles	CA	USA
60	Emily Roberts	Big Sandy	TX	USA
61	Gloria J. Liedlich	Forest Hill	MD	USA
62	Lorraine E M Hillegass	Albrightsville	PA	USA
63	William J. Mooore and Linda C. Moore	Henrico	VA	USA
64	Claudette R. Taylor	East Patchobue	NY	USA
65	Jeannette Feigerle (IRA) WFCS as Custodian	San Diego	CA	USA
66	Robert Faro Belpport and Christine E. Belpport	Green Bay	WI	USA
67	Norman Craig Scheer	Astacadero	CA	USA
68	Owe W. Toennies and Juanita D. Toennies	Louisville	KY	USA
69	Carol A. Cavan	Whitby	ON	CAN
70	William Darrell Bushman	Huntsville	TX	USA
71	Ronald W Zolkiewicz, Avery S Dunn UTMA CA, Braden J Dunn UTMA CA and Benjamin W Zolkiewicz UTMA TN	Naples	FL	USA

Exhibit 1
Exclusion Requests

Number	Name	City	State/ Province	Country
72	John Alan Smiedendorf	Saint Joseph	MI	USA
73	Herbert Carl Fauth and Emma Sue Fauth	Tucson	AZ	USA
74	Darrell E. Knight	Springfield	OR	USA
75	Rosemarie A Trevani	Hopedale	MA	USA
76	James R Witte	Kewadin	MI	USA
77	Gera Lyn Witte	Kewadin	MI	USA
78	Harry L Fowler	Fairview	TX	USA
79	Charles & Ann Gatterer Rev Living Trust and Ann H. Gatterer TTEE	Green Valley	AZ	USA
80	Eugene L. Sewell	Mansfield	LA	USA
81	William F. Bublitz and Ronda D. Bublitz	Sun Prairie	WI	USA
82	Frans Bentlage	Oak Harbor	OH	USA
83	Rosemary Lutz	Fenton	MI	USA
84	Abderrazak Bari	Falls Church	VA	USA
85	Rex Florian	Blue Hill	ME	USA
86	Terrie Schneemann and Dan Schneemann (JTWROS) (JT TIC)	Big Lake	TX	USA
87	Virginia P. Newsom	Hendersonville	NC	USA
88	Virginia P. Newsom TTEE	Hendersonville	NC	USA
89	Fleming Farms, Inc. Johnathan B Fleming, President	Mineral Point	WI	USA
90	Barbara L. Brion	Trout Run	PA	USA
91	James Patrick Huber and Mary Norris Huber	Wichita	KS	USA
92	Sheryl A. Beyer	Manchester	NJ	USA
93	The Mark L & Rose Ann Boren Revocable Family Trust, John Frank Fassel TTEE	Oregon City	OR	USA
94	Claude Neil Moore, Nancy S Moore TTEE and Moore Family Trust	Scottsdale	AZ	USA
95	Mary E. Rust	West Burlington	IA	USA
96	Patricia Coffey	Odessa	MO	USA
97	Lenore Von Hoene	Venice	FL	USA
98	Robert W. Lovinggood, beneficiary of IRA of Thomas A. Lovinggood (deceased)	Metairie	LA	USA
99	Wayne Viner	Lakeland	FL	USA
100	JoAnn Lynn Cline	Fergus Falls	MN	USA
101	Barbara B. Gilliland and Jerry H. Gilliland	Burnsville	MN	USA
102	FMT CO Cust IRA Rollover FBO Philip R Martin	Wentzville	MO	USA
103	Robert K. Schuh	Loveland	OH	USA
104	Virginia E. Burnett	Loveland	CO	USA
105	Raymond W. Hencir IRA and Raymond W and Alice W Hencir JT	Madison	CT	USA
106	Vicki J Peterson	Remer	MN	USA
107	Mitchell Drennan and Cordia Drennan	Brashear	TX	USA
108	Ryan J King	West Fargo	ND	USA
109	Cathy Ann Renck Trust, Cathy Ann Renck TTEE	Paso Robles	CA	USA
110	William G. Herd	Baltimore	MD	USA
111	William A. Smith Jr.	Irmo	SC	USA
112	Therese A. Mendenhall	Kirkland	WA	USA
113	Edward J Burkhard Jr and Florine J Burkhard	Allentown	PA	USA
114	Clarence Roger Miller	Coal Valley	IL	USA
115	Betty Jane Zaslowsky	Apache Junction	AZ	USA
116	Guillermo Fernandez	Fort Lauderdale	FL	USA
117	John D. Zylinski and Patricia W. Zylinski JT WROS	Melrose	FL	USA
118	Choiseul Investments Ltd.	North Vancouver	BC	CAN
119	Jack McEvoy Jr and Annette L McEvoy	Ozark	MO	USA
120	Theresa Wai Ha Lee Teng and David yu Wen Teng JT WROS	San Francisco	CA	USA
121	Oded Rudawsky	Greenwood Village	CO	USA
122	William Clayton Latimer	Linville	NC	USA
123	Harold H. Karimoto TTEE of Carol M. Karimoto TR	Honolulu	HI	USA
124	Elizabeth Houtz	Russellville	AL	USA
125	Janice M. Urban	Oil City	PA	USA
126	Carol Sweet	Las Vegas	NV	USA
127	John Ponzetti	Schaumburg	IL	USA
128	Victor Alas	Apopka	FL	USA
129	Roderick James Dunn Jr. and Ann Mayo Davis Dunn	Warminster	PA	USA
130	Nathan Fuhrman and Bianca Fuhrman	Haifa		ISR
131	Mark R Struble	Portland	OR	USA
132	Kevin Miller	Bainbridge Island	WA	USA
133	James S Ferguson and Meredith F Coldren	Norfolk	VA	USA
134	Susan L. West	Huntington	IN	USA
135	Charles G. Majetich	Orlando	FL	USA
136	George T. Koide	Honolulu	HI	USA
137	Hsiang Hao Yang	Chino Hills	CA	USA
138	Susie McGuire	Towanda	IL	USA
139	Elisabeth A. Browne	Pasadena	CA	USA
140	Alice Keohane	Lansing	KS	USA
141	Rae Olson Framan	Laguna Woods	CA	USA
142	Judith Ciesielski	Fort Mill	SC	USA

Exhibit 1
Exclusion Requests

Number	Name	City	State/ Province	Country
143	David J. Winiacki	Onalaska	WI	USA
144	Hendarsin Lukito and Shu Lukito	San Tan Valley	AZ	USA
145	Susan A Allard	West Sacramento	CA	USA
146	Ryan J Skogg	Roseville	CA	USA
147	Don R. Chipchase, Jr.	Mason	MI	USA
148	Darcy Bates Pooler	White River Jct	VT	USA
149	Ronald C. Gerdel	Naples	FL	USA
150	JoAnne Pickett-Naylor	Saint Peters	MO	USA
151	Elliot Evans Ichinose	San Juan Capistrano	CA	USA
152	Ichinose Family Trust, Janet Hawkins Ichinose Trustee and Elliot E. Ichinose Trustee	San Juan Capistrano	CA	USA
153	Duaine H. Moore as ATC AS CUST for IRA Duaine H. Moore	Scottsdale	AZ	USA
154	Richard Allyn Schouweiler	Cornelius	OR	USA
155	Joseph G. Turner and Sherri Turner JT TEN	Fort Collins	CO	USA
156	Janet D. Gortz	Westlake	OH	USA
157	Christina Grabiec	Branchburg	NJ	USA
158	Kathryn A. Kinney, WFCS Custodian Trad IRA	Minneapolis	MN	USA
159	Deanna Foreman	Denver	CO	USA
160	Gary G. Grogman and Judith M. Grogman	Butler	MO	USA
161	Robin Inaba	Ewa Beach	HI	USA
162	Jewell Bailey	Sterling	VA	USA
163	Brian K. Boschen	Christiansted		VIR
164	Jorge A Magara	Orlando	FL	USA
165	Yasmine S. Ali, MD	Nashville	TN	USA
166	Raymond D Culy TTEE, Joanne F Culy TTEE and Culy Revocable Trust	Livermore	CA	USA
167	Carol Ann Haug	White Haven	PA	USA
168	Gary Curtis Allen	Jeffersonville	IN	USA
169	William Harry Newcomb	Astoria	OR	USA
170	Michael Robert Podojil Jr	Hiram	OH	USA
171	Elaine Terry Eno	Collinsville	CT	USA
172	Kelly A. Cassidy	Fort Myers	FL	USA
173	Paul N. Genis	Estero	FL	USA
174	Duaine H. Moore as TTEE of the Moore Family Rev Trust	Scottsdale	AZ	USA
175	Charles Bowker Farkas	Chicago	IL	USA
176	Charles Bowker Farkas and Kathy Jeanne Mauck	Chicago	IL	USA
177	Carol A Carr	Auburn	WA	USA
178	Barbara A. Springer	Frisco	TX	USA
179	Sonal Framod Raval	Farmington Hills	MI	USA
180	Shivani Raval	Farmington Hills	MI	USA
181	Satyam Raval	Farmington Hills	MI	USA
182	SPR Financial LLC Satyam Pramod Raval	Farmington Hills	MI	USA
183	Jalon D. Brown	Farmingham	MA	USA
184	Frank M Scobby	The Villages	FL	USA
185	Gregory S. Woods and Dianne M. Woods, JT TE	Chandler	AZ	USA
186	Eric Hayne	Calgary	AB	CAN
187	Shirley A. Hahn	Granby	CT	USA
188	Angela M. Ferriana	Chicago	IL	USA
189	Richard P. Porretto	Smithstown	NY	USA
190	Silvina Noemi Cersosimo, Florencia Straccio, and Augustina Straccio	Buenos Aires		ARG
191	Ian Davidson and Barbara Stockbridge-Davidson	Southport	NC	USA
192	William T Clark	Vienna	OH	USA
193	Janet V. Benson	Glenn Mills	PA	USA
194	Forest A. Benson	Glenn Mills	PA	USA
195	Phyllis L. Volk	Palatine	IL	USA
196	Cheryl J Strickland	Winter Haven	FL	USA
197	John Laurance Hill	Baltimore	MD	USA
198	Roger Linfield	Boulder	CO	USA
199	Carol R. Smith	Temple	TX	USA
200	Joseph H. Kirk	Austin	TX	USA
201	Lynn Landin	Rochester	MN	USA
202	Jeffrey L Downer	Pekin	IL	USA
203	Maryanne Fisher	Havertown	PA	USA
204	James E. Eakin	Midland	TX	USA
205	James E. Eakin, Jr	Midland	TX	USA
206	Evan Borgstrom	San Francisco	CA	USA
207	Virginia Verburg	Richmond	TX	USA
208	Luciana Rabello De Oliveira Sisti and Andre Fernandes Sisti	San Diego	CA	USA
209	Redburn (Europe) Limited	London		GBR
210	Michael K. Isenman	Bethesda	MD	USA
211	Brenda F. Hart	Paramus	NJ	USA
212	Ronald H. Sargent and Arla Sargent	North Vancouver	BC	CAN
213	Andrea S Powell	Wheaton	IL	USA

Exhibit 1
Exclusion Requests

Number	Name	City	State/ Province	Country
214	Carol E. Ulmer	Trout Run	PA	USA
215	Richard Henry James and M Singe James	San Luis Obispo	CA	USA
216	Cynthia A. Collier and David S. Kelly	Asheville	NC	USA
217	Cynthia S. Foster	Greenbrae	CA	USA
218	Helene Luhrs	Ardmore	PA	USA
219	Hazel Dianne Howard	Crescent City	FL	USA
220	Vincent L. Noesser and Karen S. Noesser	Porter	TX	USA
221	Gregory M Hecht and Sara K Hecht	Mountain View	CA	USA
222	Barbara J. Holmes	Branson	MO	USA
223	Joanne Ward Living Trust, Joanne Ward TTEE	Montgomery	AL	USA
224	Charles E. Phillips and Linda Ohm Phillips	Saint John	IN	USA
225	Dona M. Bertsch	Whittier	CA	USA
226	Arnold Murillo	Pacoima	CA	USA
227	Veronica Murillo	Pacoima	CA	USA
228	Raumond J. Bertsch	Whittier	CA	USA
229	Barbara Z. Roberts	Wausau	WI	USA
230	Robert Hiromoto	Idaho Falls	ID	USA
231	Dale and Jennifer Johnson, Johnson Living Trust of 2013	Kohler	WI	USA
232	Eleanor C. Davis TTEE, R&E Davis Family Survivors Trust	Westlake Village	CA	USA
233	Harry Cuerden and Catherine J Cuerden	Glen Mills	PA	USA
234	Monte G. Montgomery	Mebane	NC	USA
235	Ashley Lane	Schaumburg	IL	USA
236	Charles J Wolfe	Kennewick	WA	USA
237	Donald J Proce and Lillian Proce	Las Vegas	NV	USA
238	Ken Deaver & Sherri Deaver JT TEN	Billings	MT	USA
239	Gayle Boldt	Fort Worth	TX	USA
240	Newman Robert Martin and Evelyn B. Martin	Kingwood	TX	USA
241	Sonja Selboe	Indianola	WA	USA
242	Ann Cleveland	Corpus Christi	TX	USA
243	Carolyn W. Somers	Beaufort	SC	USA
244	St Paul's Girls' School	London		GBR
245	Robert I. Lawson	Fremont	NH	USA
246	Mark G. Porter	Bentonville	AR	USA
247	Katherine H. Robinson	Tallassee	AL	USA
248	Linda D. St. Pierre	North Chesterfield	VA	USA
249	Judith A. Hartgerink	Augusta	MI	USA
250	VJF Holdings Limited	Douglas		IM
251	Sylvain Simard	Quebec		CAN
252	John S. and James L. Knight Foundation	Arlington	VA	USA
253	Andrea Huber	Bethesda	MD	USA

EXHIBIT 11

**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**

Salvatore Graziano (*pro hac vice*)
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New York, NY 10020
Telephone: (212) 554-1400
Facsimile: (212) 554-1444

Lead Counsel for Lead Plaintiff and the Settlement Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GARY HEFLER, MARCELO MIZUKI, GUY)
SOLOMONOV, UNION ASSET)
MANAGEMENT HOLDING AG, and CITY)
OF HIALEAH EMPLOYEES' RETIREMENT)
SYSTEM, Individually and on Behalf of All)
Others Similarly Situated,)

Plaintiffs,

vs.

WELLS FARGO & COMPANY, JOHN G.)
STUMPF, JOHN R. SHREWSBERRY,)
CARRIE L. TOLSTEDT, TIMOTHY J.)
SLOAN, DAVID M. CARROLL, DAVID)
JULIAN, HOPE A. HARDISON, MICHAEL)
J. LOUGHLIN, AVID MODJTABAI, JAMES)
M. STROTHER, JOHN D. BAKER II, JOHN)
S. CHEN, LLOYD H. DEAN, ELIZABETH)
A. DUKE, SUSAN E. ENGEL, ENRIQUE)
HERNANDEZ JR., DONALD M. JAMES,)
CYNTHIA H. MILLIGAN, FEDERICO F.)
PEÑA, JAMES H. QUIGLEY, JUDITH M.)
RUNSTAD, STEPHEN W. SANGER,)
SUSAN G. SWENSON, and SUZANNE M.)
VAUTRINOT,)

Defendants.

Case No. 3:16-cv-05479-JST

CLASS ACTION

**DECLARATION OF
DAVID L. DUNCAN**

Date: December 18, 2018
Time: 2:00 p.m.
Judge: Hon. Jon S. Tigar
Courtroom: 9

1 I, DAVID L. DUNCAN, hereby declare under penalty of perjury as follows:

2 1. I am an Associate attorney at Lead Counsel Bernstein Litowitz Berger &
3 Grossmann LLP. The following statements are based on my personal knowledge, and if called on
4 to do so, I could and would testify competently thereto.¹

5 2. My work in this action included drafting the Stipulation of Settlement and related
6 documents, including the Settlement Notice; working with Epiq, the claims administrator, to
7 provide Notice of the Settlement to class members and process claims; and assisting in preparation
8 of motion papers in support of preliminary and final approval of the Settlement. In this capacity, I
9 frequently receive and respond to calls and emails from class members and other individuals who
10 contact BLB&G with questions about settlements and proposed settlements that the firm is
11 involved with.

12 **PHONE CALL WITH DAVID DUGGAN**

13 3. On November 27, 2018, the deadline for submission of objections in this Action, I
14 received a phone call from David Duggan. Mr. Duggan identified himself as a lawyer and member
15 of the Settlement Class in this Action. He asked me two questions concerning the Notice mailed to
16 potential Settlement Class Members in this Action: (a) whether a class member who objected to
17 the Settlement could also submit a claim to participate in the Settlement; and (b) whether I knew
18 why preferred stock had not been included in the class. I told Mr. Duggan that an objector to the
19 Settlement was eligible to submit a claim. With respect to preferred stock, I told Mr. Duggan that I
20 had not been involved in the earlier stage of this case, so I did not personally know why the
21 litigation team had decided to assert claims only on behalf of purchasers of common stock. I
22 explained that the Settlement would only release claims related to common stock, so any claims he
23 might have relating to preferred stock would not be affected by the Settlement. In the course of this
24 conversation, Mr. Duggan mentioned that he had submitted a draft objection by email to
25 info@WellsFargoSecuritiesLitigation.com and settlements@blbg.com, which I had not seen at that
26

27 ¹ Unless otherwise defined herein, all capitalized terms have the meanings set forth in the
28 Stipulation and Agreement of Settlement dated July 30, 2018 (ECF No. 225-1).

1 time. I asked Mr. Duggan whether speaking to an attorney with knowledge about his preferred
2 stock question would be useful or if it would influence his decision whether to file the objection.
3 He responded by saying that it was not necessary and that he planned to file his objection that day.
4 He then said that he would be willing to not file his draft objection if Lead Counsel paid him \$1
5 million, but not less than \$1 million. He said that \$1 million was only approximately 1% of the \$96
6 million in attorneys' fees that Lead Counsel was seeking. I said that was not something that we
7 would consider. Shortly thereafter the phone call ended.

8 PHONE CALL WITH SECOND CLASS MEMBER

9 4. Also, on November 27, 2018, BLB&G partner Salvatore J. Graziano and I had two
10 phone calls with another potential class member. The initial call was made in response to a
11 voicemail that the class member left for Mr. Graziano. Mr. Graziano and I called the class member
12 together and BLB&G Senior Counsel Rebecca Boon was also on the line. The class member said
13 that he was a former Paul Weiss securities litigation attorney and he raised concerns about the
14 amount of the Settlement. Mr. Graziano explained that the Settlement was actually a very good
15 recovery and that under the securities laws, possible damages were only related to specific declines
16 in stock price and the recovery obtained was a substantial percentage of those amounts. Because
17 the class member described himself as a former securities attorney, Mr. Graziano offered to send
18 the class member a copy of the brief that Lead Plaintiff had filed in support of final approval of the
19 Settlement so that he could understand our reasoning for believing that the Settlement was a very
20 positive result for the class. During the course of that conversation, the class member asked
21 whether, if he told us his damages in Wells Fargo stock were \$10,000, whether he could get
22 \$10,000 from BLB&G and not file his objection. Mr. Graziano said, "Absolutely not," and that
23 anything like that would be very problematic. The class member asked us to think about what we
24 could do. After this initial phone call, I emailed him copies of our motions in support of final
25 approval of the Settlement and in support of attorneys' fees and expenses for his review.

26 5. After receiving the motions, the class member called me back that afternoon. I
27 connected Mr. Graziano to the call and the three of us spoke. The class member said that he had
28 been reading about payments to objectors and that he believed it was a common occurrence and

1 asked why we thought it was inappropriate. Mr. Graziano asked him to be clear about exactly what
2 he was asking. The class member said he was asking if BLB&G could pay him \$10,000 in
3 exchange for him not filing an objection. Mr. Graziano told him that that would not be appropriate.
4 I discussed the upcoming December 1, 2018 amendment to Rule 23 that would require the Court to
5 approve any payment to an objector for withdrawing or foregoing an objection to a class action
6 settlement. The class member responded that if we paid him immediately it would be before the
7 December 1, 2018 amendment. Mr. Graziano said that fundamentally any payment like that would
8 be unfair to other class members. Mr. Graziano informed the class member that we planned to
9 inform the Court of his offer. That class member ultimately did not end up filing an objection.

10 I declare under penalty of perjury under the laws of the United States of America that the
11 foregoing is true and correct.

12 Executed on December 10, 2018, in New York, NY.

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16 David L. Duncan
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