

Wells Fargo Bank, N.A. v. Agak
Settlement Administrator
P.O. Box 2697
Portland, OR 97208-2697

COURT-ORDERED NOTICE

Wells Fargo Bank, N.A. v. Agak

Class Action Notice

Opt-Out Deadline: June 26, 2024

A settlement has been reached in a class action lawsuit, *Wells Fargo Bank, N.A. v. Agak*, No. 56-2017-00500587-CL-CL-VTA, pending in the Superior Court of the State of California, County of Ventura. Dr. Agak claims that Wells Fargo charged him fees for a Credit Defense product in connection with his Wells Fargo credit card without his consent and further claims that other consumers did not give consent to incur those fees. Wells Fargo denies any liability or wrongdoing. To settle the case and avoid the costs and risks of litigation, the Parties have agreed to a settlement.

Go to CDPSettlement.com to find the Settlement Agreement and more information about the Settlement.

Why am I being contacted? Wells Fargo's records show you are a likely member of the Settlement Class. The Settlement Class includes all Wells Fargo credit card customers in California who were charged a Credit Defense fee at any time beginning March 1, 2015, through December 31, 2018.

What are the Settlement terms? Wells Fargo has agreed to pay 5 million dollars and no cents (\$5,000,000.00) to pay Settlement Class Members, the Enhancement Award, the costs of settlement administration, and any award of Attorneys' Fees and Attorneys' Expenses.

How do I get a Settlement Payment? The Settlement Administrator shall disburse to Settlement Class Members their equal share of the funds remaining in the Settlement Fund within sixty (60) days after the Effective Date (the "First Distribution"). Checks shall be valid for one hundred eighty (180) days after the First Distribution. Settlement Class Members who are not located or whose checks are not cashed within one hundred eighty (180) days of the First Distribution shall be automatically rendered ineligible for payment from the Settlement Fund and shall be ineligible to share in the cash distribution portion of the Settlement.

Twenty (20) days after the checks from the First Distribution become void, the Settlement Administrator shall disburse checks in equal shares of any remaining Settlement Fund to Settlement Class Members who cashed checks from the First Distribution (the "Second Distribution"). Checks shall be valid for ninety (90) days after the Second Distribution.

Will my rights be affected? If you do not exclude yourself from the Settlement, you will be bound by the terms of the Settlement Agreement, including its Releases. If you do not want to be legally bound by the Settlement, you must ask (in writing) to be excluded from the Settlement Class by **June 26, 2024**. If you stay in the Settlement Class, you may object to the settlement by **June 26, 2024**. The Superior Court of the State of California, County of Ventura will schedule a hearing to consider whether to approve the Settlement and a request for Attorneys' Fees and Attorneys' Expenses, plus an Enhancement Award to the Class Representative who initiated the counterclaim in this lawsuit. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. You can call the toll-free number 888-689-6097 or visit the website at CDPSettlement.com to learn more about how to exclude yourself from or object to the settlement.

When will the hearing be held to determine approval of the settlement, and where? The Superior Court of the State of California, County of Ventura is scheduled to hold a Final Approval Hearing on July 26, 2024, at 8:30 a.m. in Courtroom 43 at 800 South Victoria Avenue, Ventura, CA 93009, to decide whether to approve (1) the Settlement, (2) Class Counsel's request for Attorneys' Fees and Attorneys' Expenses, and (3) an Enhancement Award to the Class Representative. Once the date and time are determined, it will be available on the Settlement Website.

Who are the lawyers for the Class? Class Counsel is Evan Selik and Christine Zaouk of McCathern, PLLC and Adam Feit of Mardirossian Akaragian, LLP.