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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CITY OF WESTLAND POLICE AND FIRE)
RETIREMENT SYSTEM, Derivatively on)
Behalf of WELLS FARGO & COMPANY,)

No. 3:11-cv-02369-SI
(Consolidated)

Plaintiff,

~~[PROPOSED]~~ ORDER APPROVING
DERIVATIVE SETTLEMENT AND ORDER
OF DISMISSAL WITH PREJUDICE

vs.

JOHN G. STUMPF, et al.,

Defendants,

- and -

WELLS FARGO & COMPANY, a Delaware)
corporation,)

Nominal Defendant.)

1 This matter came before the Court for hearing pursuant to the Order of this Court, dated May
2 9, 2014 (“Order”), on Federal Plaintiff’s motion for approval of the settlement (“Settlement”) set
3 forth in the Stipulation of Settlement, dated April 21, 2014 (the “Stipulation”). Due and adequate
4 notice having been given of the Settlement as required in said Order, and the Court having
5 considered all papers filed and proceedings had herein and otherwise being fully informed in the
6 premises and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND
7 DECREED that:

8 1. This District Court Approval Order incorporates by reference the definitions in the
9 Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the
10 Stipulation (in addition to those capitalized terms defined herein).

11 2. This Court has jurisdiction over the subject matter of the Federal Action, including all
12 matters necessary to effectuate the Settlement, and over all parties to the Federal Action, including
13 but not limited to the Federal Plaintiff, Wells Fargo & Company (“Wells Fargo”), the current Wells
14 Fargo stockholders, and the Settling Defendants.

15 3. The Court finds that the notice provided to Wells Fargo stockholders was the best
16 notice practicable under the circumstances of these proceedings and of the matters set forth therein,
17 including the Settlement set forth in the Stipulation, to all Persons entitled to such notice. The notice
18 fully satisfied the requirements of Federal Rule of Civil Procedure 23.1 and the requirements of due
19 process.

20 4. The Federal Action and all claims contained therein, as well as all of the Released
21 Claims, are dismissed with prejudice. As among Federal Plaintiff, the Settling Defendants and Wells
22 Fargo, the parties are to bear their own costs, except as otherwise provided in the Stipulation.

23 5. The Court finds that the terms of the Stipulation and Settlement are fair, reasonable
24 and adequate as to each of the Settling Parties, and hereby finally approves the Stipulation and
25 Settlement in all respects, and orders the Settling Parties to perform its terms to the extent the
26 Settling Parties have not already done so.

27 6. Upon the Effective Date, Federal Plaintiff (on behalf of itself and derivatively on
28 behalf of Wells Fargo), Wells Fargo, and each of Wells Fargo’s stockholders (solely in their capacity

1 as Wells Fargo stockholders) shall be deemed to have, and by operation of this District Court
2 Approval Order and the Judgment shall have, fully, finally, and forever released, relinquished and
3 discharged all Released Claims (including Unknown Claims) against each and all of the Released
4 Persons. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce
5 the terms of the Stipulation.

6 7. Upon the Effective Date, Federal Plaintiff (on behalf of itself and derivatively on
7 behalf of Wells Fargo), Wells Fargo, any Person acting on behalf of Wells Fargo, and all Wells
8 Fargo stockholders (solely in their capacity as Wells Fargo stockholders) shall be forever barred and
9 enjoined from commencing, instituting or prosecuting any of the Released Claims against any of the
10 Released Persons or any action or other proceeding against any of the Released Persons arising out
11 of, relating to, or in connection with the Released Claims, the Federal Action and/or State Action or
12 the defense, settlement, or resolution of the Federal Action and/or State Action. Nothing herein shall
13 in any way impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation.

14 8. Upon the Effective Date, each of the Released Persons shall be deemed to have, and
15 by operation of this District Court Approval Order and the Judgment shall have, fully, finally, and
16 forever released, relinquished and discharged each and all of Wells Fargo, Federal Plaintiff and
17 Plaintiffs' Counsel from and against all claims of every nature and description whatsoever
18 (including Unknown Claims) arising out of, relating to, or in connection with the filing, prosecution,
19 assertion, settlement or resolution of the Federal Action, the State Action and/or the Released
20 Claims. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce
21 the terms of the Stipulation.

22 9. The Court hereby approves the Fee and Expense Award in accordance with the
23 Stipulation and finds that such fee is fair and reasonable.

24 10. Neither the Stipulation nor the Settlement, including the Exhibits attached thereto, nor
25 any act performed or document executed pursuant to or in furtherance of the Stipulation or the
26 Settlement: (a) is or may be deemed to be or may be offered, attempt to be offered or used in any
27 way as a concession, admission, or evidence of the validity of any Released Claims or any fault,
28 wrongdoing or liability of the Released Persons or Wells Fargo; or (b) is or may be deemed to be or

1 may be used as a presumption, admission, or evidence of any liability, fault or omission of any of the
2 Released Persons or Wells Fargo in any civil, criminal or administrative or other proceeding in any
3 court, administrative agency, tribunal or other forum. Neither the Stipulation nor the Settlement, nor
4 any act performed or document executed pursuant to or in furtherance of the Stipulation or the
5 Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of the
6 Settlement and Stipulation, and except that the Released Persons may file or use the Stipulation, the
7 District Court Approval Order and/or the Judgment in any action that may be brought against them
8 in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
9 full faith and credit, release, standing, judgment bar or reduction or any other theory of claim
10 preclusion or issue preclusion or similar defense or counterclaim.

11 11. During the course of the Federal Action, the parties and their respective counsel at all
12 times complied with the requirements of Federal Rule of Civil Procedure 11, any applicable
13 California law and all other similar laws.

14 12. Without affecting the finality of this District Court Approval Order and the Judgment
15 in any way, this Court hereby retains continuing jurisdiction over the Federal Action and the parties
16 to the Stipulation to enter any further orders as may be necessary to effectuate, implement and
17 enforce the Stipulation and the Settlement provided for therein and the provisions of this District
18 Court Approval Order.

19 13. This District Court Approval Order and the Judgment is a final and appealable
20 resolution in the Federal Action as to all claims and the Court directs immediate entry of the
21 Judgment forthwith by the Clerk in accordance with Rule 58, Federal Rules of Civil Procedure,
22 dismissing the Federal Action with prejudice.

23 IT IS SO ORDERED.

24 DATED: 7/25/14



25 THE HONORABLE SUSAN ILLSTON
26 UNITED STATES SENIOR DISTRICT JUDGE

1 Submitted by:

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s/ Shawn A. Williams

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CERTIFICATE OF SERVICE

I hereby certify that on July 18, 2014, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I caused to be mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on July 18, 2014.

s/ Shawn A. Williams
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Manual Notice List

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