

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SEB INVESTMENT MANAGEMENT AB, and WEST
PALM BEACH FIREFIGHTERS' PENSION FUND,
Individually and On Behalf of All Others Similarly
Situated,

Plaintiffs,

v.

WELLS FARGO & COMPANY, CHARLES W.
SCHARF, KLEBER R. SANTOS, and CARLY
SANCHEZ,

Defendants.

Case No. 3:22-cv-03811-TLT

**NOTICE OF (I) PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED WELLS FARGO & COMPANY ("WELLS FARGO" OR THE "COMPANY") COMMON STOCK BETWEEN FEBRUARY 24, 2021 AND JUNE 9, 2022, INCLUSIVE ("CLASS PERIOD"), AND WERE DAMAGED THEREBY ("CLASS").

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PROPOSED SETTLEMENT: This Notice has been issued pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California ("Court").¹ Please be advised that the Court-appointed Class Representatives SEB Investment Management AB ("SEB") and West Palm Beach Firefighters' Pension Fund ("WPB Fire" and together with SEB, "Class Representatives" or "Plaintiffs") have reached a proposed settlement of the above-captioned securities class action ("Action") for **\$85,000,000** in cash ("Settlement") with defendants Wells Fargo, Charles W. Scharf, Kleber R. Santos, and Carly Sanchez (collectively, "Defendants"). If approved by the Court, the Settlement will resolve all claims in the Action, including Plaintiffs' claims that Defendants violated the federal securities laws by making materially false and misleading statements and omissions regarding Wells Fargo's diversity hiring initiative, the Diverse Search Requirement. The history of the Action and the claims being released by the Settlement are detailed in ¶¶ 4-20 and ¶¶ 31-37 herein.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.

If you have questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please **DO NOT** contact the Court, the Clerk's Office, Defendants, or Defendants' Counsel. All questions should be directed to the Claims Administrator or Class Counsel (*see* ¶ 68 below).

Additional information about the Settlement is available on the website for the Action,
www.WellsFargoSecuritiesAction.com.

¹ All capitalized terms not defined in this Notice have the meanings provided in the Stipulation and Agreement of Settlement, filed with the Court on October 15, 2025 ("Stipulation"). The Stipulation can be viewed at www.WellsFargoSecuritiesAction.com.

- **Statement of the Class's Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Class, have agreed to settle the Action in exchange for a settlement payment of \$85,000,000 in cash ("Settlement Amount") to be deposited into the Escrow Account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon ("Settlement Fund") less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Class. The proposed plan of allocation ("Plan of Allocation") is attached hereto as Appendix A.

- **Estimate of Average Amount of Recovery Per Share:** Plaintiffs' damages expert estimates that approximately 1,512 million shares of Wells Fargo common stock purchased during the Class Period may have been affected by the conduct at issue in the Action and eligible to participate in the Settlement. If all eligible Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) will be approximately \$0.056 per eligible share of Wells Fargo common stock. **Class Members should note, however, that this is only an estimate based on the overall number of potentially eligible shares.** Some Class Members may recover more or less than this estimated amount depending on: (i) when and the price at which they purchased/acquired/sold their Wells Fargo common stock; (ii) the total number and value of valid Claims submitted; (iii) the amount of Notice and Administration Costs; and (iv) the amount of attorneys' fees and Litigation Expenses awarded by the Court. Distributions to Class Members will be made based on the Plan of Allocation or such other plan of allocation as may be ordered by the Court.

- **Statement of Potential Outcome of the Case:** The Parties do not agree on whether Plaintiffs would have prevailed on their claims against Defendants. Nor do they agree on whether and to what extent the Class suffered any damages, including the average amount of damages per share that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Class as a result of their conduct.

- **Attorneys' Fees and Expenses Sought:** Court-appointed Class Counsel, Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz"), has prosecuted this Action on a wholly contingent basis and has not received any attorneys' fees (or payment of expenses) for their representation of the Class. For their efforts, Class Counsel, on behalf of Plaintiffs' Counsel, will apply to the Court for attorneys' fees in an amount not to exceed 25% of the Settlement Fund. Class Counsel will also apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$3.5 million, which amount may include a request for reimbursement of the reasonable costs incurred by Plaintiffs directly related to their representation of the Class in accordance with 15 U.S.C. § 78u-4(a)(4) in an aggregate amount not to exceed \$40,000. Any fees and expenses awarded to counsel will be paid from the Settlement Fund along with any interest earned at the same rate as earned by the Class on the Settlement Fund. If the Court approves the maximum amount of the foregoing fees and expenses, the estimated average cost will be approximately \$0.016 per eligible share of Wells Fargo common stock. **Please note that this is only an estimate.**²

- **Identification of Attorneys' Representatives:** Plaintiffs and the Class are represented by Class Counsel Sharan Nirmul, Esq. of Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, 1-610-667-7706, info@ktmc.com, www.ktmc.com. Further information regarding the Action, the Settlement, and this Notice also may be obtained by contacting the Claims Administrator at: *SEB Investment Mgm't AB v. Wells Fargo & Company*, c/o A.B. Data, Ltd., P.O. Box 173025, Milwaukee, WI 53217; info@WellsFargoSecuritiesAction.com; or by visiting the case website, www.WellsFargoSecuritiesAction.com.

- **Reasons for the Settlement:** Plaintiffs' principal reason for entering into the Settlement is the near-term cash benefit for the Class without the substantial risk, delays and increased cost inherent in further litigation. Moreover, the cash benefit provided under the Settlement must be considered against the risk that a smaller recovery – or indeed no recovery at all – might be achieved after further litigation, including a decision by the Court on Defendants' pending motion for summary judgment, as well as trial and post-trial appeals. Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Class Member was damaged, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further litigation.

² The Notice and Administration Costs, which shall be paid from the Settlement Fund, are estimated to range from approximately \$950,000 to approximately \$1,200,000. This is only an estimated range, however, as the administration has not fully commenced as of the date of this Notice. If the maximum amount of attorneys' fees and Litigation Expenses requested are approved by the Court, and the Notice and Administration Costs are \$1,200,000, the average cost per eligible share of Wells Fargo common stock for all of these deductions will be approximately \$0.017.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN <u>APRIL 14, 2026</u>.	This is the only way to be eligible to receive a payment from the Settlement. If you are a Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 32 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 33 below), so it is in your interest to submit a Claim Form.
OPT BACK INTO THE CLASS IF YOU PREVIOUSLY EXCLUDED YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST TO OPT BACK INTO THE CLASS SO THAT IT IS <i>RECEIVED</i> NO LATER THAN <u>APRIL 14, 2026</u>.	If you previously submitted a request for exclusion from the Class in connection with Class Notice and now want to be part of the Class so that you can submit a Claim and be eligible to receive a payment from the Settlement, you must follow the steps for "Opting Back Into the Class" as set forth in ¶¶ 51-55 below. If you previously submitted a request for exclusion from the Class in connection with Class Notice and wish to remain excluded from the Class, no further action is necessary.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>FILED OR POSTMARKED</i> NO LATER THAN <u>APRIL 14, 2026</u>.	If you do not like the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel's request for attorneys' fees and Litigation Expenses, you may object by writing to the Court (as described in ¶¶ 59-63 below). In order to object, you must be a member of the Class.
GO TO A HEARING ON <u>MAY 5, 2026</u> AT 2:00 P.M. PACIFIC TIME.	Ask to speak in Court at the Settlement Hearing, at the discretion of the Court, about the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel's request for attorneys' fees and Litigation Expenses. In order to appear at the Settlement Hearing, you will need to file a Notice of Intention to Appear so that it is received no later than April 14, 2026.
DO NOTHING.	Get no payment from the Settlement. You will, however, remain a member of the Class, which means that you give up any right you may have to sue about the claims that are being resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

These rights and options – and the deadlines to exercise them – are further explained in this Notice. **Please Note:** The date and time of the Settlement Hearing – currently scheduled for May 5, 2026 at 2:00 p.m. Pacific Time – is subject to change without further written notice to the Class. It is also within the Court's discretion to hold the hearing in person or by telephone or video conference. If you plan to attend the Settlement Hearing, you should check the website www.WellsFargoSecuritiesAction.com or with Class Counsel to confirm that no change to the date and/or time of the hearing has been made.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The Court has directed the issuance of this Notice to inform potential Class Members about the Action and the proposed Settlement and their options in connection therewith before the Court rules on the Settlement. Additionally, Class Members have the right to understand how this class action lawsuit may generally affect their legal rights.
2. This Notice explains the Action, the Settlement, Class Members' legal rights, what benefits are available under the Settlement, who is eligible for the benefits, and how to get them.
3. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator will make payments to eligible Class Members pursuant to the Settlement after any objections and appeals are resolved.

WHAT IS THIS CASE ABOUT?

4. This is a securities class action against Defendants for alleged violations of the federal securities laws. Plaintiffs alleged that Defendants made materially false and misleading statements and omissions regarding the Company's diversity hiring initiative, the Diverse Search Requirement. For example, in the Company's 2020 Annual Report released on February 23, 2021, in a section titled, "Diversity, Equity, and Inclusion" Defendants stated, "[i]n the U.S., we are requiring a diverse slate of candidates – and a diverse interview team – for most roles with total direct compensation of more than \$100,000 per year." Plaintiffs further alleged that this and other statements concerning the Diverse Search Requirement were false or materially misleading when made because Defendants failed to disclose that they were managing and operating the Diverse Search Requirement in a manner that led to widespread "fake" interviews of diverse candidates. Plaintiffs alleged that the fact Wells Fargo was conducting widespread fake or sham interviews of diverse candidates under the policy was disclosed by *The New York Times* on June 9, 2022, and caused shareholder losses. Defendants deny all of the allegations of wrongdoing asserted in the Action and deny any liability whatsoever to any member of the Class.

5. The Action commenced on June 28, 2022, with the filing of the initial complaint in the Court, asserting violations of the federal securities laws against Wells Fargo and certain of its current and former executives.

6. Thereafter, in accordance with the Private Securities Litigation Reform Act of 1995 (“PSLRA”), notice to the public was issued stating the deadline by which putative class members could move the Court for lead plaintiff appointment. The Court appointed SEB as Lead Plaintiff and approved SEB’s selection of Kessler Topaz as Lead Counsel for the putative class on November 10, 2022.

7. On January 31, 2023, SEB and additional plaintiff WPB Fire filed the Complaint for Violations of the Federal Securities Laws (“Complaint”) against Defendants, alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§ 78j(b) and 78t(a), and Rule 10b-5 promulgated thereunder by the United States Securities and Exchange Commission (“SEC”), 17 C.F.R. § 240.10b-5. Defendants moved to dismiss the Complaint on April 3, 2023. Plaintiffs opposed Defendants’ motion to dismiss on June 2, 2023, and Defendants filed a reply in further support of their motion on July 17, 2023.

8. Following a hearing on Defendants’ motion, the Court, on August 18, 2023, granted Defendants’ motion to dismiss the Complaint in its entirety. By the same order, Plaintiffs were granted leave to amend.

9. On September 8, 2023, Plaintiffs filed the Amended Complaint for Violations of the Federal Securities Laws (“Amended Complaint”) against Defendants, alleging violations of Sections 10(b) and 20(a) of the Exchange Act, and SEC Rule 10b-5 promulgated thereunder. Defendants moved to dismiss the Amended Complaint on October 23, 2023. Plaintiffs opposed Defendants’ motion to dismiss on December 7, 2023, and Defendants filed a reply in further support of their motion on January 2, 2024. The Court heard oral argument on Defendants’ motion on January 30, 2024. On July 29, 2024, the Court denied Defendants’ motion to dismiss the Amended Complaint in its entirety. On August 23, 2024, Defendants answered the Amended Complaint, denying all claims and wrongdoing asserted as well as any liability arising out of the conduct alleged in the Amended Complaint. Defendants also asserted several affirmative defenses.

10. Thereafter, fact and expert discovery commenced. This discovery entailed the exchange of several million pages of document discovery between the Parties, production of documents from non-parties, and the taking of twenty-five depositions, including four expert depositions.

11. On January 17, 2025, Plaintiffs filed a motion for class certification (“Motion to Certify”), which was accompanied by a report from Plaintiffs’ expert. Defendants opposed Plaintiffs’ Motion to Certify on February 14, 2025, which was accompanied by a report from Defendants’ expert. Plaintiffs filed a reply in further support of their Motion to Certify on March 14, 2025.

12. By Order dated April 25, 2025 (“Class Certification Order”), the Court granted Plaintiffs’ Motion to Certify. Specifically, the Court (i) certified a class of all persons and entities who purchased or otherwise acquired Wells Fargo common stock between February 24, 2021 and June 9, 2022, inclusive and were damaged thereby; (ii) appointed SEB and WPB Fire as Class Representatives; and (iii) ordered that Kessler Topaz serve as Class Counsel for the Class.

13. On May 9, 2025, Defendants filed a petition with the Ninth Circuit Court of Appeals for permission to appeal the Class Certification Order. That petition was denied on July 17, 2025.

14. On June 13, 2025, Plaintiffs filed an unopposed motion to approve the form and manner of notice to the Class, which the Court granted on July 14, 2025 (“Class Notice Order”). Among other things, the Court found that the proposed Class Notice met the requirements of Federal Rule of Civil Procedure 23 and due process and constituted the best notice practicable under the circumstances. Class Notice was mailed to potential Class Members beginning on August 1, 2025 and a summary notice of the pendency of the Action as a class action was published in *The Wall Street Journal* and transmitted over *PR Newswire* on August 11, 2025. Pursuant to the Court’s Class Notice Order, Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the procedures for doing so.³ The deadline for submitting requests for exclusion was September 30, 2025. A total of 49 requests for exclusion from the Class were received.

15. On July 7, 2025, Defendants moved for summary judgment pursuant to Federal Rule of Civil Procedure 56. On the same day, Defendants filed a motion to exclude the testimony of Plaintiffs’ expert. Plaintiffs also moved to strike the report of Defendants’ expert.

³ The Class Notice stated that it would be within the Court’s discretion whether to permit a second opportunity to request exclusion if there was a settlement. The Class Notice also informed Class Members that if they chose to remain a member of the Class, they would “be bound by all past, present, and future orders and judgments in the Action, whether favorable or unfavorable.”

16. On August 4, 2025, Plaintiffs opposed Defendants' motion for summary judgment and motion to exclude the testimony of their expert. Also on August 4, 2025, Defendants opposed Plaintiffs' motion to strike their expert's rebuttal report. The Parties filed their respective replies to the motions on August 25, 2025.

17. Trial was scheduled to commence on November 11, 2024, then later continued to March 16, 2026.

18. The Parties participated in a mediation session before former United States District Court Judge Layn R. Phillips ("Judge Phillips") on May 28, 2025. Prior to the mediation, the Parties exchanged and also submitted to Judge Phillips detailed mediation statements with exhibits. The Parties were unable to reach an agreement to resolve the Action during the May 2025 mediation. The Parties continued discussions through Judge Phillips following the Parties' submissions relating to Defendants' summary judgment motion and Plaintiffs' opposition. After extensive negotiations, Judge Phillips issued a mediator's recommendation for the Parties to resolve the matter for \$85 million, and on September 22, 2025, both sides accepted the mediator's recommendation. The Parties filed a Notice of Settlement with the Court on September 26, 2025.

19. After additional negotiations regarding the terms of their agreement, the Parties entered into the Stipulation on October 15, 2025. The Stipulation, which sets forth the full terms and conditions of the Settlement, can be viewed at www.WellsFargoSecuritiesAction.com.

20. On November 13, 2025, the Court issued an order preliminarily approving the Settlement, authorizing notice of the Settlement to be provided to potential Class Members, and scheduling the Settlement Hearing to consider whether to grant final approval of the Settlement.

WHY IS THIS CASE A CLASS ACTION?

21. In a class action, one or more persons or entities (in this case, Plaintiffs) sue on behalf of persons and entities that have similar claims. Together, these persons and entities are a "class," and each is a "class member." Bringing a case, such as this one, as a class action allows the adjudication of many individuals' similar claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or "opt out," from the class.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE CLASS?

22. If you are a member of the Class, you are subject to the Settlement unless you are excluded from the Class as set forth below. The Class certified by the Court pursuant to Order dated April 25, 2025 consists of:

All persons and entities who purchased or otherwise acquired Wells Fargo common stock between February 24, 2021 and June 9, 2022, inclusive, and were damaged thereby.

Excluded from the Class are Defendants and their families, the officers, directors, and affiliates of Defendants, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are any persons and entities that submitted a request for exclusion in connection with Class Notice as set forth on Appendix 1 to the Stipulation and that do not opt back into the Class in accordance with the instructions set forth herein (*see* ¶ 53 below).

PLEASE NOTE: Receipt of this Notice or the Postcard Notice does not mean that you are a Class Member or that you will be entitled to a payment from the Settlement. If you are a Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit a Claim Form and the required supporting documentation as set forth in the Claim Form postmarked (if mailed), or online via the case website, www.WellsFargoSecuritiesAction.com, no later than April 14, 2026.

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

23. The Settlement is the result of over three years of hard-fought litigation and extensive, arm's-length negotiations by the Parties and was reached just six months before a trial of the Action was set to commence. Plaintiffs believe that the claims asserted against Defendants have merit; however, they recognized the substantial risks they faced had the Action continued, including the forthcoming decision by the Court on Defendants' pending summary judgment motion and establishing liability and the Class's full amount of damages at trial.

24. More specifically, Plaintiffs faced significant hurdles to proving falsity and scienter and Defendants would continue to challenge that the fake interviews at issue in the Action were widespread. Plaintiffs also faced challenges with respect to establishing that the stock price decline was attributable to the June 9, 2022 news rather than other market factors, and thus the actual damages a jury might award. Moreover, a trial of the Action would have been complex and there was a real risk that the outcome may have turned on the attitudes and experiences of potential jury members with respect to diversity hiring practices. Had the jury accepted any of Defendants' arguments or viewed the facts in favor of Defendants in whole or in part, Plaintiffs' ability to obtain a recovery for the Class could have been reduced or eliminated. Further, even if completely or partly successful at trial, Plaintiffs would still have to prevail on the appeals that would likely follow. Thus, there were significant risks attendant to the continued prosecution of the Action, including the risk of zero recovery.

25. In light of these risks, the Settlement Amount, and the near-term recovery to the Class, Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Plaintiffs and Class Counsel believe that the Settlement provides a favorable result for the Class, namely \$85,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after trial and appeals, possibly years in the future.

26. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement to eliminate the burden and expense of continued litigation, and the Settlement may not be construed as an admission of any wrongdoing by Defendants in this or any other action or proceeding.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

27. If there were no Settlement and Plaintiffs failed to establish any essential element of their claims against Defendants at trial, neither Plaintiffs nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses at trial, or on appeal, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

28. As a Class Member, you are represented by Plaintiffs and Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

29. If you previously excluded yourself from the Class in connection with Class Notice and wish to opt back into the Class to be eligible to receive a payment from the Settlement, you must request to opt back into the Class by following the instructions in the section below entitled, "How Do I Opt Back Into The Class?" on page 10.

30. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, or Class Counsel's request for attorneys' fees and Litigation Expenses, you may present your objections by following the instructions in the section below entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" on page 11.

31. If you are a Class Member you will be bound by any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment ("Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment or the Alternate Judgment, shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim (as defined in ¶ 32 below) (including, without limitation, Unknown Claims (as defined in ¶ 34 below)) against Defendants and the other Defendants' Releasees

(as defined in ¶ 33 below), and shall forever be barred and enjoined from prosecuting any and all of the Released Plaintiffs' Claims directly or indirectly against any of the Defendants and the other Defendants' Releasees.

32. "Released Plaintiffs' Claims" means all claims, demands, losses, rights, and causes of action of any nature whatsoever, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether known or unknown (including Unknown Claims), whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Plaintiffs or their related parties, or any member of the Class and their related parties, which (a) arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action, and (b) arise out of, are based upon, or relate to in any way the purchase or other acquisition of Wells Fargo common stock between February 24, 2021 and June 9, 2022, inclusive. "Released Plaintiffs' Claims" shall not include: (i) any claims relating to the enforcement of the Settlement; (ii) any derivative or ERISA claims; (iii) any claims of the persons and entities who requested exclusion from the Class pursuant to the Class Notice, unless such persons and entities choose to opt back into the Class as directed in this Notice; and (iv) any claims of Future Excluded Persons (if applicable).

33. "Defendants' Releasees" means Defendants and any and all of their current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the individual Defendant's Immediate Family Members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

34. "Unknown Claims" means any Released Plaintiffs' Claims which either Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs or other Class Members may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims, but Plaintiffs and each Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment have settled and released, fully, finally, and forever, any and all Released Plaintiffs' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

35. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment or the Alternate Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (as defined in ¶ 36 below) (including, without limitation, Unknown Claims) against Plaintiffs and the other Plaintiffs' Releasees (as defined in ¶ 37 below), and shall forever be barred and enjoined from prosecuting any and all of the Released Defendants' Claims directly or indirectly against any of the Plaintiffs' Releasees. This Release shall not apply to any person or entity who previously submitted a request for exclusion from the Class in connection with Class Notice as set forth on Appendix 1 to the Stipulation and that does not opt back into the Class as directed in this Notice.

36. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known or unknown (including Unknown Claims), whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that arise out of or relate

in any way to the institution, prosecution, or settlement of the claims against Defendants and other Defendants' Releasees. "Released Defendants' Claims" shall not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submitted a request for exclusion from the Class that is accepted by the Court.

37. "Plaintiffs' Releasees" means Plaintiffs and all other Class Members, and any and all of their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the Class Members' Immediate Family Members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

38. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation ***postmarked (if mailed), or submitted online at the case website, www.WellsFargoSecuritiesAction.com, no later than April 14, 2026.*** You can obtain a copy of the Claim Form on the website, www.WellsFargoSecuritiesAction.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-866-905-8128, or by sending an email to info@WellsFargoSecuritiesAction.com. **Please retain all records of your ownership of and transactions in Wells Fargo common stock, as they may be needed to document your Claim.** If you previously excluded yourself from the Class in connection with Class Notice and do not opt back into the Class pursuant to the instructions set forth below at ¶ 53, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

39. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

40. Pursuant to the Settlement, Defendants shall pay or cause to be paid a total of \$85,000,000 in cash. The Settlement Amount will be deposited into the Escrow Account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

41. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to the Plan of Allocation, or another plan of allocation, will not affect the Settlement, if approved.

42. Once the Court's order or judgment approving the Settlement becomes Final and the Effective Date has occurred, no Defendant, Defendants' Releasees, or any other person or entity (including Defendants' insurance carriers) who or which paid any portion of the Settlement Amount on Defendants' behalf are entitled to get back any portion of the Settlement Fund. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation.

43. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked or received on or before April 14, 2026 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given.

44. Participants in and beneficiaries of any employee retirement and/or benefit plan covered by the Employee Retirement Income Security Act of 1974 ("Employee Plan") should NOT include any information relating to Wells Fargo common stock purchased/acquired/sold through an Employee Plan in any Claim Form they submit in this Action. They should include ONLY those eligible Wells Fargo common stock purchased/acquired/sold during the Class Period outside of an Employee Plan. Claims based on any Employee Plan(s)' purchases/acquisitions/sales of eligible Wells Fargo common stock during the Class Period may be made by the Employee Plan(s)' trustees.

45. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.

46. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim.

47. Only Class Members, *i.e.*, persons or entities who purchased or otherwise acquired Wells Fargo common stock during the Class Period and were damaged as a result of such purchases, acquisitions, and/or sales, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition or previously requested to exclude themselves from the Class pursuant to Class Notice and did not submit a request to opt back into the Class in accordance with the instructions set forth in this Notice will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

48. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Plaintiffs and Class Counsel. At the Settlement Hearing, Class Counsel will request the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Class.**

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

49. Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Class, nor have they been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel, on behalf of Plaintiffs' Counsel, will apply to the Court for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund. At the same time, Class Counsel also intend to apply for payment of Litigation Expenses in an amount not to exceed \$3.5 million, which amount may include a request for reimbursement of the reasonable costs incurred by Plaintiffs directly related to their representation of the Class in accordance with 15 U.S.C. § 78u-4(a)(4) in an aggregate amount not to exceed \$40,000.

50. Class Counsel's motion for attorneys' fees and Litigation Expenses will be filed by February 27, 2026. A copy of Class Counsel's motion will be available for review at www.WellsFargoSecuritiesAction.com once it is filed. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. ***Class Members are not personally liable for any such fees or expenses.***

**WHAT IF I PREVIOUSLY REQUESTED EXCLUSION FROM THE CLASS AND NOW WANT TO BE
ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT?
HOW DO I OPT BACK INTO THE CLASS?**

51. If you previously submitted a request for exclusion from the Class in connection with Class Notice (*see* Appendix 1 to the Stipulation), you may elect to opt back into the Class and be eligible to receive a payment from the Settlement.

52. If you believe that you previously submitted a request for exclusion but your name does not appear on Appendix 1 to the Stipulation, you can contact the Claims Administrator, A.B. Data, at 1-866-905-8128 for assistance.

53. In order to opt back into the Class, you, individually or through counsel, must submit a written request to opt back into the Class to A.B. Data, addressed as follows: *SEB Investment Mgm't AB v. Wells Fargo & Company*, c/o A.B. Data, Ltd., P.O. Box 173001 Milwaukee, WI 53217. This request must be ***received no later than April 14, 2026***. Your request to opt back into the Class must: (a) state the name, address and telephone number of the person or entity requesting to opt back into the Class; (b) state that such person or entity "requests to opt back into the Class in *SEB Investment Mgm't AB, et al. v. Wells Fargo & Company, et al.*, Case No. 3:22- cv-03811-TLT (N.D. Cal.)"; and (c) be signed by the person or entity requesting to opt back into the Class or an authorized representative.

54. You may not opt back into the Class for the purpose of objecting to any aspect of the proposed Settlement, proposed Plan of Allocation, and/or Class Counsel's request for attorneys' fees and Litigation Expenses.

55. **PLEASE NOTE: OPTING BACK INTO THE CLASS IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE DOES NOT MEAN THAT YOU WILL AUTOMATICALLY BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU OPT BACK INTO THE CLASS AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE ALSO REQUIRED TO SUBMIT A CLAIM AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED (OR RECEIVED) NO LATER THAN APRIL 14, 2026.**

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

56. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

57. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to the Class. In addition, the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by video or phone, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you check the Court's docket and the case website, www.WellsFargoSecuritiesAction.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to www.WellsFargoSecuritiesAction.com. If the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the telephone or video conference will be posted to www.WellsFargoSecuritiesAction.com.**

58. The Settlement Hearing will be held on **May 5, 2026 at 2:00 p.m. Pacific Time**, before the Honorable Trina L. Thompson, United States District Judge for the Northern District of California, either in person in Courtroom 9 – 19th Floor of the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, or by telephone or videoconference (at the discretion of the Court). The Court reserves the right to approve the Settlement, the Plan of Allocation, Class Counsel's request for attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to members of the Class.

59. Any Class Member may object to the Settlement, the Plan of Allocation, or Class Counsel's request for attorneys' fees and Litigation Expenses. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement. The Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no payments from the Settlement will be sent out and the Action will continue. If that is what you want to happen, then you must object.

60. Any objection to the proposed Settlement must be in writing and submitted only to the Court. If you submit a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (i) clearly identify the case name and number (*SEB Investment Mgm't AB, et al. v. Wells Fargo & Company, et al.*, Case No. 3:22- cv-03811-TLT (N.D. Cal.)); (ii) be submitted to the Court either by mailing them to the Clerk of the Court at the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California; and (iii) be filed or postmarked no later than **April 14, 2026**.

61. Additionally, any objection must: (i) identify the name, address, and telephone number of the person or entity objecting and be signed by the objector; (ii) state with specificity the grounds for the Class Member's objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (iii) must include documents sufficient to prove membership in the Class, including the number of shares of Wells Fargo common stock that the objecting Class Member (A) owned as of the opening of trading on February 24, 2021 and (B) purchased/acquired and/or sold during the Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition and sale.⁴ **You may not object to the Settlement, Plan of Allocation, and/or Class Counsel's motion for attorneys' fees and Litigation Expenses if you are excluded from**

⁴ Documentation establishing membership in the Class may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

the Class (including if you excluded yourself by request in connection with Class Notice, are listed in Appendix 1 to the Stipulation, and do not opt back into the Class in accordance with the instructions set forth in this Notice).⁵

62. If you wish to appear and speak about your objection at the Settlement Hearing, you must state that you intend to appear at the hearing in your objection or send a letter stating that you intend to appear at the Settlement Hearing in *SEB Investment Mgm't AB, et al. v. Wells Fargo & Company, et al.*, Case No. 3:22-cv-03811-TLT (N.D. Cal.) to the Clerk of Court at the address set forth in ¶ 60 above so that it is postmarked on or before **April 14, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

63. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the Settlement, the Plan of Allocation, and/or Class Counsel's motion for attorneys' fees and Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

**WHAT IF I BOUGHT WELLS FARGO COMMON STOCK
ON SOMEONE ELSE'S BEHALF?**

64. **Please Note:** If you previously provided the names and addresses of persons and entities on whose behalf you purchased or otherwise acquired Wells Fargo common stock between February 24, 2021 and June 9, 2022, inclusive, in connection with Class Notice, and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, *you need do nothing further at this time*. The Claims Administrator will mail a Postcard Notice to the beneficial owners whose names and addresses you previously provided in connection with the Class Notice. If you elected to mail the Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of Postcard Notices to you to send to the beneficial owners. If you require more copies of the Postcard Notice than you previously requested in connection with the Class Notice mailing, please contact the Claims Administrator, A.B. Data, toll free at 1-866-905-8128 or by email at info@WellsFargoSecuritiesAction.com, and let them know how many additional Postcard Notices you require. You must mail the Postcard Notice to the beneficial owners within seven (7) calendar days of your receipt of the Postcard Notices.

65. If you have not already provided the names and addresses for persons and entities on whose behalf you purchased or otherwise acquired Wells Fargo common stock between February 24, 2021 and June 9, 2022, inclusive, in connection with Class Notice, then the Court has ordered that you must, **WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE**, either: (i) send the Postcard Notice to all beneficial owners of such Wells Fargo common stock, or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator at *SEB Investment Mgm't AB v. Wells Fargo & Company*, c/o A.B. Data, Ltd., P.O. Box 173025 Milwaukee, WI 53217, in which event the Claims Administrator shall promptly mail the Postcard Notice to such beneficial owners. **AS STATED ABOVE, IF YOU HAVE ALREADY PROVIDED THIS INFORMATION IN CONNECTION WITH CLASS NOTICE, UNLESS THAT INFORMATION HAS CHANGED (E.G., BENEFICIAL OWNER HAS CHANGED ADDRESS), IT IS UNNECESSARY TO PROVIDE SUCH INFORMATION AGAIN.**

66. Upon full and timely compliance with these directions, nominees who mail the Postcard Notice to beneficial owners may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed \$0.05 per mailing record provided to the Claims Administrator; \$0.70 per Postcard Notice actually mailed, which amount includes postage; and \$0.05 per Postcard Notice sent via email. Such properly documented expenses incurred by nominees in compliance with these directions shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

⁵ As this Class was previously certified and, in connection therewith, Class Members had the opportunity to exclude themselves from the Class, the Court has exercised its discretion not to allow a second opportunity for exclusion in connection with the settlement proceedings.

67. Copies of the Notice and the Claim Form may be obtained from the case website, www.WellsFargoSecuritiesAction.com, by calling the Claims Administrator toll-free at 1-866-905-8128, or by sending an email to info@WellsFargoSecuritiesAction.com.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

68. This Notice contains only a summary of the terms of the Settlement. For the terms and conditions of the Settlement, please see the Stipulation available at www.WellsFargoSecuritiesAction.com. More detailed information about the matters involved in this Action can be obtained by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting, during regular business hours, the Office of the Clerk, United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. Additionally, copies of any related orders entered by the Court and certain other filings in this Action will be posted on the website www.WellsFargoSecuritiesAction.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

SEB Investment Mgm't AB v. Wells Fargo & Company
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217
1-866-905-8128

info@WellsFargoSecuritiesAction.com
www.WellsFargoSecuritiesAction.com

and/or

Kessler Topaz Meltzer & Check, LLP
Sharan Nirmul, Esq.
280 King of Prussia Road
Radnor, PA 19087
1-610-667-7706
info@ktmc.com

**PLEASE DO NOT CALL OR WRITE THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR
DEFENDANTS' COUNSEL REGARDING THIS NOTICE.**

Dated: November 26, 2025

By Order of the Court
United States District Court
Northern District of California

APPENDIX A

Proposed Plan of Allocation of Net Settlement Fund **Among Authorized Claimants**

The Plan of Allocation set forth herein is the plan that is being proposed to the Court for approval by Plaintiffs after consultation with their damages expert. The Court may approve the Plan of Allocation with or without modification, or approve another plan of allocation, without further notice to the Class. Any Orders regarding a modification of the Plan of Allocation will be posted on the website www.WellsFargoSecuritiesAction.com. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan of Allocation.

The objective of the proposed Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws set forth in the Amended Complaint. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations made pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

In order to have recoverable damages under Sections 10(b) and 20(a) of the Exchange Act and SEC Rule 10b-5 promulgated thereunder, the disclosure of the allegedly misrepresented information must have been the cause of the adverse change in the price of the security. In this case, Plaintiffs alleged that Defendants made misleading statements or omissions during the Class Period (i.e., February 24, 2021 through June 9, 2022, inclusive), which had the alleged effect of artificially inflating the price of Wells Fargo common stock. Plaintiffs further alleged that corrective information was released to the market on June 9, 2022 (during market hours), which removed the alleged artificial inflation from the price of Wells Fargo common stock on June 9 and 10, 2022.

In developing the Plan of Allocation, Plaintiffs' damages expert calculated the estimated amount of alleged artificial inflation in the per-share closing price of Wells Fargo common stock that allegedly was proximately caused by Defendants' alleged materially false or misleading statements or omissions during the Class Period. In calculating the estimated alleged artificial inflation allegedly caused by those alleged misrepresentations and omissions, Plaintiffs' damages expert considered price changes in Wells Fargo common stock in reaction to the public announcement allegedly making the corrective disclosure concerning Defendants' alleged misleading statements or omissions, adjusting for price changes that were attributable to market or industry forces or that would likely have been attributed to non-fraud-related information released on the same day.

Recognized Loss Amounts (as calculated below) are based primarily on the difference in the amount of alleged artificial inflation in the price of Wells Fargo common stock at the time of purchase and at the time of sale, or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount pursuant to the Plan of Allocation, a Class Member must have held Wells Fargo common stock purchased or otherwise acquired during the Class Period through the alleged corrective disclosure on June 9, 2022, that removed the alleged artificial inflation from the price of Wells Fargo common stock.

Based on the formulas stated below, a "Recognized Loss Amount" will be calculated for each purchase or acquisition of Wells Fargo common stock during the Class Period that is listed in the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formulas below, that number will be set to zero.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

69. For each share of Wells Fargo common stock purchased or otherwise acquired during the period from February 24, 2021 through June 9, 2022 prior to 2:02 p.m. Eastern Time,⁶ and:

- A. Sold before 2:02 p.m. Eastern Time on June 9, 2022, the Recognized Loss Amount will be \$0.00;
- B. Sold from 2:02 p.m. Eastern Time on June 9, 2022 through the close of trading on June 9, 2022, the Recognized Loss Amount will be ***the least of***: (i) \$0.76 per share (the amount of alleged artificial inflation removed from the price of Wells Fargo common stock on June 9, 2022 after the corrective disclosure at 2:02 p.m. Eastern Time); (ii) the actual purchase/acquisition price per share *minus* the closing price of \$42.67 on June 9, 2022;⁷ or (iii) the actual purchase/acquisition price per share *minus* the actual sale price per share;
- C. Sold from the opening of trading on June 10, 2022 through the close of trading on September 6, 2022, the Recognized Loss Amount will be ***the least of***: (i) \$1.52 per share (the amount of alleged artificial inflation removed from the price of Wells Fargo common stock on June 9 and 10, 2022); (ii) the actual purchase/acquisition price per share *minus* the average closing price from June 9, 2022 through the date of sale as stated in **Table A** below; or (iii) the actual purchase/acquisition price per share *minus* the actual sale price per share; or
- D. Held as of the close of trading on September 6, 2022, the Recognized Loss Amount will be ***the lesser of***: (i) \$1.52 per share (the amount of alleged artificial inflation removed from the price of Wells Fargo common stock on June 9 and 10, 2022); or (ii) the actual purchase/acquisition price per share *minus* \$42.14 (the average closing price of Wells Fargo common stock during the 90-day Look Back Period (i.e., June 9, 2022 through September 6, 2022), as shown on the last line of **Table A** below).

ADDITIONAL PROVISIONS

70. **Recognized Claim:** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts.

71. **FIFO Matching:** If a Class Member made more than one purchase/acquisition or sale of Wells Fargo common stock during the Class Period, all purchases/acquisitions and sales of the Wells Fargo common stock will be matched on a First In, First Out ("FIFO") basis. Sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

72. **"Purchase/Sale" Prices:** For the purposes of calculations under this Plan of Allocation, "purchase/acquisition price" means the actual price paid, excluding all fees, taxes, and commissions, and "sale price" means the actual amount received, not deducting any fees, taxes, and commissions.

73. **"Purchase/Sale" Dates:** Purchases or acquisitions and sales of Wells Fargo common stock will be deemed

⁶ The alleged corrective disclosure occurred at 2:02 p.m. Eastern Time on June 9, 2022. For purposes of this Plan of Allocation, the Claims Administrator will assume that any shares of Wells Fargo common stock purchased/acquired or sold on June 9, 2022 at any price equal to or greater than \$43.98 per share occurred before 2:02 p.m. Eastern Time, and that any shares of Wells Fargo common stock purchased/acquired or sold on June 9, 2022 at any price equal to or less than \$43.73 per share occurred at or after 2:02 p.m. Eastern Time. For Wells Fargo common stock purchased/acquired or sold on June 9, 2022 at any price between \$43.73 and \$43.98, the Claims Administrator may require additional documentation to support the timing of such transactions.

⁷ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Wells Fargo common stock during the "90-day look-back period," from June 9, 2022 through September 6, 2022. The mean (average) closing price for Wells Fargo common stock during this period was \$42.14. On June 9, 2022, the single-day average closing price for Wells Fargo common stock is equal to its closing price of \$42.67 on this day.

to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Wells Fargo common stock during the Class Period shall not be deemed a purchase, acquisition, or sale of such Wells Fargo common stock for the calculation of a Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of Wells Fargo common stock unless (i) the donor or decedent purchased or otherwise acquired or sold such Wells Fargo common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Wells Fargo common stock.

74. **Short Sales:** With respect to Wells Fargo common stock, the date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Wells Fargo common stock. The date of a “short sale” is deemed to be the date of sale of the Wells Fargo common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” and the purchases covering “short sales” is zero.

75. In the event that a Claimant has an opening short position in Wells Fargo common stock, the earliest purchase or acquisition of Wells Fargo common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

76. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to Wells Fargo common stock purchased or sold through the exercise of an option, the purchase/sale date of the security is the exercise date of the option and the purchase/sale price is the exercise price of the option.

77. **Determination of Distribution Amount:** If the sum total of the Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant’s Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

78. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

79. If an Authorized Claimant’s Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

80. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund after the initial distribution, if Class Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator, no less than nine (9) months after the initial distribution, will conduct another distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such distribution. Additional distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional distributions may occur thereafter if Class Counsel, in consultation with the Claims Administrator, determines that additional distributions after the deduction of any additional fees and expenses incurred in administering the Settlement would be cost-effective. At such time as it is determined that further distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to the Council of Institutional Investors – Research and Education Fund.

81. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs’ Counsel, Plaintiffs’ damages experts, Defendants, Defendants’ Counsel, or any of the other Plaintiffs’ Releasees or Defendants’ Releasees, or the Claims Administrator or other agent designated by Class Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants, and their respective counsel, and all other Defendants’ Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the plan of allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

Table A

90-Day Look Back Table for Wells Fargo Common Stock
(Closing Price and Average Closing Price: June 9, 2022 – September 6, 2022)

Date	Closing Price	Average Closing Price Between June 9, 2022, and Date Shown		Date	Closing Price	Average Closing Price Between June 9, 2022, and Date Shown
6/9/22	\$42.67	\$42.67		7/25/22	\$43.50	\$40.13
6/10/22	\$40.08	\$41.38		7/26/22	\$42.90	\$40.21
6/13/22	\$38.99	\$40.58		7/27/22	\$43.71	\$40.32
6/14/22	\$37.43	\$39.79		7/28/22	\$43.32	\$40.41
6/15/22	\$38.17	\$39.47		7/29/22	\$43.87	\$40.51
6/16/22	\$37.65	\$39.17		8/1/22	\$43.54	\$40.59
6/17/22	\$38.48	\$39.07		8/2/22	\$42.88	\$40.65
6/21/22	\$38.99	\$39.06		8/3/22	\$43.89	\$40.74
6/22/22	\$38.60	\$39.01		8/4/22	\$42.77	\$40.79
6/23/22	\$37.90	\$38.90		8/5/22	\$43.76	\$40.86
6/24/22	\$40.76	\$39.07		8/8/22	\$43.19	\$40.92
6/27/22	\$40.24	\$39.16		8/9/22	\$43.40	\$40.98
6/28/22	\$40.18	\$39.24		8/10/22	\$44.33	\$41.06
6/29/22	\$39.71	\$39.28		8/11/22	\$45.25	\$41.15
6/30/22	\$39.17	\$39.27		8/12/22	\$45.94	\$41.26
7/1/22	\$39.92	\$39.31		8/15/22	\$45.75	\$41.36
7/5/22	\$40.10	\$39.36		8/16/22	\$46.06	\$41.46
7/6/22	\$39.50	\$39.36		8/17/22	\$46.14	\$41.55
7/7/22	\$40.12	\$39.40		8/18/22	\$46.14	\$41.65
7/8/22	\$40.18	\$39.44		8/19/22	\$45.35	\$41.72
7/11/22	\$39.79	\$39.46		8/22/22	\$44.41	\$41.78
7/12/22	\$39.60	\$39.47		8/23/22	\$44.37	\$41.83
7/13/22	\$39.07	\$39.45		8/24/22	\$44.64	\$41.88
7/14/22	\$38.74	\$39.42		8/25/22	\$45.39	\$41.94
7/15/22	\$41.13	\$39.49		8/26/22	\$43.97	\$41.98
7/18/22	\$41.19	\$39.55		8/29/22	\$43.92	\$42.01
7/19/22	\$42.90	\$39.68		8/30/22	\$44.14	\$42.05
7/20/22	\$42.72	\$39.79		8/31/22	\$43.71	\$42.08
7/21/22	\$43.28	\$39.91		9/1/22	\$43.70	\$42.11
7/22/22	\$43.17	\$40.01		9/2/22	\$43.38	\$42.13
				9/6/22	\$42.88	\$42.14