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10 *Attorneys for Plaintiffs*

*Attorneys for Defendants Wells Fargo & Co.  
and Wells Fargo Bank, N.A.*

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

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

17 Plaintiffs,

18 v.

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

21 Defendants.

No. 15-cv-02159-VC

**JOINT STIPULATION EXTENDING  
CLAIMS DEADLINE; [PROPOSED]  
ORDER**

Judge: Hon. Vince Chhabria

22 **JOINT STIPULATION EXTENDING CLAIMS DEADLINE**

23 PLEASE TAKE NOTICE that, pursuant to Civil Local Rule 7-12, Plaintiffs Shahriar Jabbari,  
24 Kaylee Heffelfinger, Jose Rodriguez, and Antonette Brooks (collectively, "Plaintiffs"), on the one hand,  
25  
26  
27  
28

1 and Defendants Wells Fargo Bank, N.A., and Wells Fargo & Co. (collectively, “Wells Fargo” and  
2 together with Plaintiffs, the “Parties”), on the other, jointly stipulate as follows.<sup>1</sup>

3  
4 **I. RECITALS**

5 1. The Parties filed an Amended Stipulation and Agreement of Class Action Settlement and  
6 Release (“Settlement”) on June 14, 2017.

7 2. The Court issued an Order Granting Motion for Preliminary Approval, Denying Motions  
8 to Intervene (“Preliminary Approval Order”) on July 8, 2017, which preliminarily approved the  
9 Settlement.

10 3. The deadline to submit claims was February 3, 2018 and the deadline for Class Members  
11 to object or exclude themselves from the class was February 19, 2018.

12 4. A number of state Attorneys General from around the country have asked the Parties to  
13 extend the period to submit claims to make it possible for more of their constituents to participate in the  
14 Settlement.

15 5. The Parties have agreed to extend the period to submit claims until thirty (30) days after  
16 the Fairness Hearing. Under this agreement, any late-filed claims already submitted at the time of this  
17 Stipulation would be deemed timely. The period to object or request exclusion from the class would be  
18 extended only as described below.

19 6. The Settlement required that Wells Fargo provide notice by email to certain current and  
20 former customers and to incorporate notices in certain account statements.

21 7. On February 28, 2018, Wells Fargo informed Plaintiffs that, notwithstanding sending  
22 email notices to nearly 40 million current and former customers and incorporating notices in more than  
23 67 million account statements (in addition to the 3 million notices sent by the Settlement Administrator  
24 and extensive publication notice and an online advertising campaign), there are additional customers to  
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27  
28 <sup>1</sup> Unless defined herein, capitalized terms have the same meanings as defined in the Amended  
Stipulation and Agreement of Class Action Settlement and Release, filed on June 14, 2017 (Dkt. No.  
162), and the Order Granting Motion for Preliminary Approval, dated July 8, 2017 (Dkt. No. 165).

1 whom Wells Fargo should have sent notices by email and additional account statements in which notices  
2 should have been included.

3 8. The Parties have agreed that Wells Fargo should provide notice by email in the form  
4 attached as Exhibit A hereto (or a Spanish translation thereof), but with the dates updated to reflect the  
5 schedule set forth in this Stipulation, to those additional customers who should have been sent the email  
6 notice in the first instance but were not (“Supplemental Email Notice”).  
7

8 9. The Parties have further agreed that notice should be sent by mail to customers who  
9 should have been sent a notice in an account statement in the first instance but were not, in the form of  
10 the letter attached as Exhibit B hereto (or a Spanish translation thereof) (“Supplemental Mailed  
11 Notice”)<sup>2</sup>;

12 10. Persons who will be sent the Supplemental Email Notice and Supplemental Mailed  
13 Notice may previously have received emailed or mailed notice because of other Wells Fargo accounts  
14 they may have, or may have been made aware of the Settlement as a result of Publication Notice.  
15 Nonetheless, in order to ensure that these individuals receive notice, and have an opportunity to opt out  
16 or object to the Settlement, the Parties have agreed that the period to opt out or object should be  
17 reopened specifically for those customers who will be sent the Supplemental Email Notice and/or the  
18 Supplemental Mailed Notice for a period of 30 calendar days from the date the Supplemental Email  
19 Notices and Supplemental Mailed Notices are sent, or as otherwise ordered by the Court.  
20

21 11. The deadline for filing reply memoranda in support of the Motion for Final Approval of  
22 Class Action Settlement is currently set for March 9, 2018 and the Fairness Hearing is scheduled for  
23 March 22, 2018.  
24

25 12. The Parties think it most efficient, however, for those deadlines to be extended so that the  
26 reply memoranda may respond to objections, if any, submitted by the persons who will be sent the  
27

28 <sup>2</sup> The Parties are proposing to send these notices by letter due to the multi-month lead time necessary to  
incorporate messages in account statements.

1 Supplemental Email Notice and Supplemental Mailed Notice, and so that the Fairness Hearing takes  
2 place after all briefing is complete.

3 13. The Parties have agreed that Wells Fargo should bear any additional costs of settlement  
4 administration stemming from the Supplemental Email Notice and Supplemental Mailed Notice being  
5 provided now, rather than at the time notice was intended to be provided under the Settlement.  
6

## 7 **II. STIPULATION**

8 NOW, THEREFORE, Plaintiffs and Wells Fargo, through their respective counsel of record,  
9 hereby stipulate that:

10 (i) Claim forms from anyone will be deemed timely if submitted online or postmarked by  
11 July 7, 2018;

12 (ii) Not later than April 13, 2018, Wells Fargo will send the Supplemental Email Notice  
13 substantially in the form attached hereto as Exhibit A (or a Spanish translation thereof) to those current  
14 and former customers to whom Wells Fargo is required by the Settlement to provide notice by email, but  
15 has not yet done so;

16 (iii) Not later than April 13, 2018, Wells Fargo will mail copies of the Supplemental Mailed  
17 Notice substantially in the form of the letter attached hereto as Exhibit B (or a Spanish translation  
18 thereof) to those customers Wells Fargo identifies as persons who should have received a notice in an  
19 account statement, but did not;

20 (iv) The current and former customers to whom Supplemental Email Notices and/or  
21 Supplemental Mailed Notices are sent shall have until May 14, 2018 to submit requests to exclude  
22 themselves from the class, or submit objections to the settlement;

23 (v) All claims, requests for exclusion, and objections submitted pursuant to this Stipulation  
24 must otherwise substantially comply with the terms of the Settlement and Preliminary Approval Order;

25 (vi) Reply memoranda in support of the Motion for Final Approval of Class Action  
26 Settlement shall be filed not later than May 24, 2018;

1 (vii) The Fairness Hearing shall be continued to June 7, 2018 at 10:00 a.m., or such other date  
2 and time as the Court shall set;

3 (viii) Plaintiffs shall serve notice on all objectors who indicated an intention to appear at the  
4 Fairness Hearing previously scheduled for March 22, 2018 of the changes to the schedule for the  
5 briefing and hearing; and

6 (ix) Wells Fargo shall pay the costs of sending the Supplemental Email Notice and  
7 Supplemental Mailed Notice and shall reimburse the Settlement Fund in an amount sufficient to cover  
8 any increased costs of settlement administration reasonably incurred as a result of the Supplemental  
9 Email Notice and Supplemental Mailed Notice being provided now, rather than at the time notice was  
10 intended to be provided under the Settlement.

11 (x) Wells Fargo shall provide to the Settlement Administrator any customer information  
12 necessary to implement the terms of this Stipulation. Any such information provided shall be subject to  
13 the confidentiality and data security requirements set forth in the Preliminary Approval Order.

14 Respectfully Submitted,

15 DATED this 6th day of March, 2018.

16 KELLER ROHRBACK L.L.P.

MUNGER, TOLLES & OLSON LLP

17 By /s/ Derek W. Loeser (w/ email permission)  
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*Attorneys for Defendants Wells Fargo &  
Co. and Wells Fargo Bank, N.A.*

*Attorneys for Plaintiffs*

7 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

8  
9 DATED: March \_\_\_\_\_, 2018.

\_\_\_\_\_  
10 Hon Vince Chhabria  
11 United States District Court  
12 Northern District California

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**CERTIFICATE OF SERVICE**

I, Erin J. Cox, hereby certify that on March 6, 2018, I electronically filed the Joint Stipulation Extending Claims Deadline; [Proposed] Order with the Clerk of the United States District Court for the Northern District of California using the CM/ECF system, which shall send electronic notification to all counsel of record.

/s/ Erin J. Cox  
Erin J. Cox

# **EXHIBIT A**

As part of our commitment to make things right, we have entered into a \$142 million class action settlement related to the opening of unauthorized accounts.

If you believe Wells Fargo opened a checking, savings, credit card, or line of credit account for you without your permission, or if you purchased identity theft protection from us, you may be entitled to compensation from this fund. If you submit a claim, you may be eligible for reimbursement of fees, compensation for potential impact on your credit, and an additional cash payment based on any money remaining in the fund after benefits and costs are paid out.

The deadline to submit a claim is **[DATE]**. You may exclude yourself from the settlement or submit an objection by **[DATE]**. To find out more, go to [www.WFSettlement.com](http://www.WFSettlement.com) or call 1-866-431-8549.

If you have specific questions about any of your accounts or services, please visit your Wells Fargo branch or call 1-8XX-XXX-XXXX. Thank you for being a Wells Fargo customer.

# **EXHIBIT B**

You may have already received an email from Wells Fargo on this topic, but we wanted to make sure you are aware of this information.

As part of our commitment to make things right, we have entered into a \$142 million class action settlement related to the opening of unauthorized accounts.

If you believe Wells Fargo opened a checking, savings, credit card, or line of credit account for you without your permission, or if you purchased identity theft protection from us, you may be entitled to compensation from this fund. If you submit a claim, you may be eligible for reimbursement of fees, compensation for potential impact on your credit, and an additional cash payment based on any money remaining in the fund after benefits and costs are paid out.

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If you have specific questions about any of your accounts or services, please visit your Wells Fargo branch or call 1-8XX-XXX-XXXX. Thank you for being a Wells Fargo customer.