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Clerk of the Superior Court
By: A. Yim, Deputy

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8 SUPERIOR COURT OF CALIFORNIA
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11 COUNTY OF SAN DIEGO
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14 MICHAEL STOFF, an individual, on behalf of
15 himself and all others similarly situated,

16 Plaintiff,

17 Case No. 37-2020-00020808-CU-BT-CTL
18 Assigned for All Purposes to:
19 Hon. Katherine Bacal
20 Dept. C-63

21 vs.

22 WELLS FARGO BANK, N.A.

23 Defendants.

24 **[PROPOSED] ORDER PRELIMINARILY**
25 **APPROVING SETTLEMENT**

26 **[UNOPPOSED]**

27 Action Filed: June 18, 2020

1 Plaintiff Michael Stoff (“Plaintiff”) and Defendant Wells Fargo Bank, N.A. (“Defendant”)
2 (collectively, the “Parties”) have reached a proposed settlement, which is set forth in the Parties’
3 Settlement Agreement. Now before the Court is Plaintiff’s motion for preliminary approval of the
4 Settlement. The Court has considered the Parties’ papers, relevant legal authority, and the record in
5 this case, and the Court hereby GRANTS the request and preliminarily approves the Settlement
6 Agreement.

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8 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

9 1. This Order hereby incorporates all defined terms as set forth in the Settlement Agreement,
10 and all capitalized terms used herein shall have the same meaning as set forth in the
11 Settlement Agreement;

12 2. This Court has jurisdiction over the subject matter of this litigation and over the Settling
13 Parties.

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15 **Settlement**

16 3. The Court does hereby preliminarily approve the Settlement and its exhibits, subject to
17 further consideration at the Final Approval Hearing described below and directs the Settling
18 Parties to perform and satisfy the terms and conditions of the Settlement Agreement that are
19 hereby triggered.

20 4. This Court preliminarily finds that the Settlement meets the requirements of California law,
21 as the Settlement appears to have been negotiated at arms’ length; the relief provided for the
22 Class is adequate; the Settlement does not improperly grant preferential treatment to the
23 Class Representatives or segments of the Class; and it appears to be fair, reasonable, and
24 adequate.

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26 **Class Notice**

27 5. The Court approves, as to form and content, the Class Notices attached as Exhibits 1 and 2

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1 to the Settlement Agreement. The Court further finds that the proposed Notice Plan,
2 including the form of the proposed Class Notice, substantially meets the requirements of
3 California Rule of Court 3.769(f) and due process, is the best notice practicable under the
4 circumstances, and shall constitute due process and sufficient notice to all persons entitled
5 thereto.

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7 6. The Court confirms and appoints AB Data as the Administrator to administer the terms of
8 the Settlement Agreement and to notify and pay Class Members. The Administrator shall
9 commence all aspects of the approved Notice Plan, including mailing direct notice and
10 maintaining a dedicated website, as more fully set forth in the Declaration of Brian Devery,
11 in accordance with the schedule set forth below.

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13 7. No later than thirty (30) days from Preliminary Approval, the Administrator shall have
14 completed the Notice Plan to the Class by sending direct notice to all Class Members by
15 United States Postal Service, substantially in the form as Exhibit 2 to the Settlement
16 Agreement and by posting the long form notice attached as Exhibit 1 to the Settlement
17 Agreement on the dedicated settlement website (“Notice Deadline”). The Settlement
18 Administrator will use reasonable efforts to update and confirm the accuracy of the Class
19 Members’ contact information provided by Wells Fargo through the United States Postal
20 Service change of address system.

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22 8. All reasonable expenses incurred in identifying and notifying members of the Class, as well
23 as administering and distributing the settlement funds, shall be paid for as set forth in the
24 Settlement Agreement.

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26 9. No later than sixteen (16) Court days before the Final Approval Hearing, Class Counsel shall
27 file with the Court a declaration from a representative of the Administrator confirming that
28 the Notice Plan has been accomplished in accordance with the Settlement Agreement and

1 this Order (“Notice Declaration”).

2 **Final Approval Hearing**

3 10. A Final Approval Hearing shall be held before this Court on April 17, 2026, at 1:30 p.m., at
4 Hall of Justice, Third Floor, 330 W Broadway San Diego, CA 92101, to determine whether
5 the proposed Settlement on the terms and conditions provided for in the Settlement
6 Agreement is fair, reasonable, and adequate to the Class Members and should be approved
7 by the Court, and whether final judgment should be entered. At that same place and time,
8 the Court will also determine the amount of the Fees and Expense Award that should be
9 awarded to Class Counsel and any Class Representatives. Attendance at the Final Approval
10 Hearing is not mandatory and Class Members need not appear or take any other action to
11 indicate their approval of the Settlement Agreement. The Court may change the date or time
12 of the Final Approval Hearing without further notice to the Class, except all such information
13 shall be posted on the Settlement website.
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15 **Objections**

16 11. No Class Member timely requested exclusion from the Certified Class. Any member of the
17 Class may object to the fairness, reasonableness, or adequacy of the Settlement Agreement
18 including objections to the Fee and Expense Award Application(s) for attorneys’ fees,
19 reimbursement of costs and expenses, and any service award(s). All written objections and
20 supporting papers must (a) clearly identify the case name and number—*Stoff v. Wells Fargo*
21 *Bank, N.A.*, Case No. 37-2020-00020808-CU-BT-CTL, (b) be submitted to the Court by
22 mailing them to the Clerk, Superior Court of California, County of San Diego, located at
23 Hall of Justice, 330 W Broadway San Diego, CA 92101 and (c) be filed or postmarked no
24 later than forty-five (45) days from the Notice Deadline.
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26 For an objection to be considered, the objection must set forth:
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- 1 a. The objector's name, address, and telephone number;
- 2 b. A statement that the objector objects to the Settlement or a part thereof in *Stoff v.*
- 3 *Wells Fargo Bank, N.A.*, Case No. 37-2020-00020808-CU-BT-CTL, and describing
- 4 the nature of the objection;
- 5 c. The specific grounds for the objection;
- 6 d. Any legal authority that supports the objection; and,
- 7 e. The objector's signature and date.
- 8
- 9 12. Class Counsel shall file their responses to any objections to the Settlement Agreement, or to
- 10 the Fee and Expense Award Application(s) for attorneys' fees, reimbursement of costs and
- 11 expenses, and any service award(s), no later than seven court (7) days before the Final
- 12 Approval Hearing.

13 **Other Provisions**

- 14 13. All non-settlement-related proceedings in this action remain stayed pending final approval
- 15 of the proposed Settlement.
- 16 14. Class Counsel shall file their Fee and Expense Award Application(s) for attorneys' fees,
- 17 reimbursement of costs and expenses, and any service award(s), and all supporting
- 18 documentation and papers, no later than 16 Court days before the Hearing on Motion for
- 19 Fees and Costs, which is Final Approval Hearing after the Notice Deadline.
- 20 15. Class Counsel shall file their motion for final approval of the Settlement, and all supporting
- 21 documentation and papers, no later than sixteen (16) Court days before the Final Approval
- 22 Hearing.
- 23 16. If for any reason the Settlement Agreement is not finally approved by the Court, each Party's
- 24 rights to litigate will be restored to the same extent as if the Settlement Agreement had never
- 25 been entered into.
- 26 17. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the
- 27 negotiations or proceedings connected with it, shall be construed as an admission or
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1 concession by Plaintiff or Defendant of the truth or falsity of any of the allegations in this
2 lawsuit, or of any liability, fault, or wrongdoing of any kind.

3 18. Upon Final Approval of the Settlement by the Court, each Class Member releases Wells
4 Fargo from all claims asserted in the Action and from any and all past and/or present claims,
5 lawsuits, and complaints of any kind resulting from, arising from, or relating in any way to
6 Wells Fargo's furnishing of information to credit reporting agencies with respect to
7 mortgage loans in CARES Act forbearance.

8 19. All Class Members shall be bound by all determinations and orders in this lawsuit
9 concerning the Settlement, whether favorable or unfavorable to the Class Members.

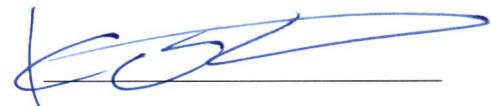
10 **Schedule and Procedures**

11 20. The Court adopts the procedures set forth in the Settlement Agreement and adopts the
12 following schedules and deadlines:

13 Event	14 Date
14 Preliminary Approval	15 Date of entry of this Order (see below)
15 Deadline for Wells Fargo to make the 16 Settlement Fund deposit	15 business days after Preliminary Approval
16 Notice Deadline (Date by which the 17 Administrator must complete the Notice Plan)	17 30 calendar days after Preliminary Approval
17 Deadline for filing Fee and Expense Award 18 Application(s) for attorneys' fees, 19 reimbursement of costs and expenses, and any Service Award(s)	18 16 Court Days before the hearing on Final Approval, which is set for April 17, 2026 at 1:30pm.
19 Deadline to file objections to the Settlement or 20 to the Fee and Expense Award 21 Application(s) for attorneys' fees, 22 reimbursement of costs and expenses, and any service award(s)	20 45 calendar days after the Notice Deadline (75 calendar days after Preliminary Approval)
22 Deadline for Class Counsel to file motion for 23 Final Approval	23 16 Court days before Final Approval Hearing
23 Deadline for Class Counsel to file Notice 24 Declaration from the Administrator	24 16 Court days before Final Approval Hearing
24 Last day to respond to any objections to the 25 Settlement Agreement, including objections to 26 the Fee and Expense Award Application(s) 27 for attorneys' fees, reimbursement of costs and expenses, and any service award(s)	27 7 calendar days before Final Approval Hearing
27 Final Approval Hearing	28 April 17, 2026, at 1:30 p.m.

1 21. The Court reserves the right to modify this schedule or adjourn, continue, or otherwise
2 change the date or time of the Final Approval Hearing, with notice to the Class Members
3 provided through the Settlement Website.

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5 Date: 1/9/20
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Honorable Katherine A. Bacal

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