SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of the 28th day of December 2018 (hereinafter, "Effective Date"), by and between the Attorneys General of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming[1] (the "Attorneys General"), on the one hand, and Wells Fargo & Company, acting for Wells Fargo Bank, N.A. and their current and former parents (collectively, "Wells Fargo"), on the other.

WHEREAS, the Attorneys General conducted investigations of the following issues:

(i) Sales practices related to consumer and small business checking and savings accounts, credit cards, unsecured lines of credit, and online bill pay services for which Wells Fargo Community Bank employees could qualify for incentive compensation credit;

(ii) Sales practices related to renters and simplified term-life insurance products referred to American Modern Home Insurance Group, Inc. ("AMIG"), Assurant, Inc. ("Assurant"), Great West Life & Annuity Insurance Company ("Great West"), and Prudential Insurance Company of America, Pruco Life Insurance Company and Pruco Life Insurance Company of New Jersey (collectively, "Prudential") by Wells Fargo Insurance, Inc. and/or Wells Fargo Community Bank for which Wells Fargo retail bank employees could qualify for incentive compensation credit;

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[1] With regard to Maryland, any references to the Attorney General or Attorneys General shall mean the Consumer Protection Division, Office of the Attorney General of Maryland.

Hawaii is represented on this matter by its Attorney General's Office and its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity purposes, "Attorney General" or "Attorneys General," as they pertain to Hawaii, refer to the Hawaii Attorney General and the Executive Director of the State of Hawaii's Office of Consumer Protection.

With regard to Utah, any references to the Attorney General or Attorneys General shall mean the Utah Attorney General's Office and the Utah Division of Consumer Protection, which administers the Utah Consumer Sales Practices Act.

(iii) Collateral Protection Insurance policies acquired from third-party insurers by Wells Fargo Auto for Wells Fargo Auto Finance Customers to cover motor vehicles that served as collateral for Wells Fargo Auto's financing agreements;

(iv) Wells Fargo's Guaranteed Asset/Auto Protection products and Guaranteed Asset/Auto Protection products purchased by Auto Finance Customers in connection with motor vehicle agreements acquired by Wells Fargo Auto as an indirect auto lender, including, but not limited to, the refund of unearned charges and/or premiums;

(v) The mortgage-interest-rate-lock extension fees charged by Wells Fargo Home Mortgage; and

(vi) Potential violations of various laws of the states of the respective Attorneys General arising out of the foregoing (i)-(v) (collectively, "Attorneys General's Investigations");

WHEREAS, the Attorneys General allege that Wells Fargo has violated the consumer protection laws of the states of the respective Attorneys General based on the Attorneys General's Investigations;

WHEREAS, pursuant to the September 8, 2016 Consent Order issued by the Bureau of Consumer Financial Protection ("Bureau"), Wells Fargo has retained an independent consultant with specialized experience in consumer-finance-compliance issues to conduct an independent review of Wells Fargo's sales practices, and in consultation with the independent consultant was required to develop a plan to correct any deficiencies identified through the independent consultant's review ("Compliance Plan"). The Compliance Plan is subject to review by the Bureau for a determination of non-objection or direction to make revisions;

WHEREAS, pursuant to the September 8, 2016 Consent Order issued by the Bureau, Wells Fargo may not engage in any of the following in the Wells Fargo Community Bank: (1) opening any account without the consumer's consent; (2) transferring funds between a consumer's accounts without the consumer's consent; (3) applying for any credit card without the consumer's consent; (4) issuing any debit card without the consumer's consent; and (5) enrolling any consumer in online-banking services without the consumer's consent;

WHEREAS, pursuant to the September 8, 2016 Consent Order issued by the Office of the Comptroller of the Currency ("OCC"), Wells Fargo has retained an independent consultant to review Wells Fargo's enterprise-wide governance and risk management of sales practices and will address the findings as part of a comprehensive action plan;

WHEREAS, pursuant to the September 8, 2016 Consent Order issued by the OCC, Wells Fargo has developed a sales practices risk management and oversight program, complaints management policy, and consumer remediation plan. The program, policy, and plan are subject to review by the OCC for a determination of non-objection or direction to make revisions;

WHEREAS, on February 2, 2018, the Board of Governors of the Federal Reserve ("Federal Reserve") issued a Consent Cease and Desist Order against Wells Fargo alleging deficiencies in corporate governance and risk management;

WHEREAS, pursuant to the February 2, 2018 Consent Cease and Desist Order issued by the Federal Reserve, Wells Fargo was required to strengthen and improve its corporate governance and controls;

WHEREAS, pursuant to the February 2, 2018 Consent Cease and Desist Order issued by the Federal Reserve, Wells Fargo's growth was limited until such time as it improves its corporate governance. Wells Fargo is restricted from exceeding its total asset size as of the end of 2017;

WHEREAS, pursuant to the April 20, 2018 Consent Orders issued by the Bureau and the OCC, Wells Fargo has been developing an enterprise-wide compliance risk management program to ensure compliance with enterprise-wide corporate policies and applicable laws and regulations. The program is subject to review by the OCC and the Bureau for a determination of non-objection or direction to make revisions;

WHEREAS, pursuant to the April 20, 2018 Consent Order issued by the Bureau, Wells Fargo may not charge borrowers for Collateral Protection Insurance when Wells Fargo knew or should have known that it had ineffective processes that were likely to result in Wells Fargo's unnecessarily placing or maintaining Collateral Protection Insurance, either for the entire term of the policy, or for a portion of the term of the policy;

WHEREAS, pursuant to the April 20, 2018 Consent Order issued by the Bureau, Wells Fargo also may not charge prospective borrowers a fee for extending a mortgage interest-rate-lock period when the fee should have been absorbed by Wells Fargo under its established policy and in a manner inconsistent with how it explained the rate-lock process to prospective borrowers;

WHEREAS, Wells Fargo has committed to or already provided remediation to consumers in amounts in excess of $600,000,000 (i) through a nationwide class action settlement, (ii) through agreements with the OCC and the Bureau, and/or (iii) voluntarily;

WHEREAS, on December 12, 2016, Wells Fargo discontinued promoting and referring renters and/or simplified term life insurance policies through Wells Fargo Community Bank, and should Wells Fargo facilitate such enrollments in the future, has committed to obtain a Person's consent prior to submitting renters and/or simplified term life insurance policy applications, including any payments related to those policies, on behalf of any Person to a third-party insurance carrier;

WHEREAS, Wells Fargo has committed to change its practices to create mechanisms to provide information to the Auto Finance Customer and operational dealerships from whom Wells Fargo acquired the motor vehicle financing agreement to facilitate the refunds of unearned premiums and/or payments on Guaranteed Asset/Auto Protection purchased by Auto Finance Customers; as part of these mechanisms, Wells Fargo will provide Auto Finance Customers with information relevant to seeking such refunds, including contact information to allow the Auto Finance Customer to contact Wells Fargo if they have any questions; Wells Fargo will also notify operational dealerships from whom Wells Fargo acquired the motor vehicle financing agreement when an Auto Finance Customer pays off his/her financing agreement early; and

WHEREAS, Wells Fargo has cooperated with the Attorneys General's Investigations and is entering into this Settlement Agreement to resolve the Attorneys General's Investigations without admitting or denying the factual allegations described in paragraphs 1 to 27 of the Settlement Agreement or that it has violated the laws of the states of the Attorneys General;

NOW THEREFORE, in exchange for the mutual obligations described below, Wells Fargo and the Attorneys General hereby enter into this Settlement Agreement.

DEFINITIONS

A. "Account(s)" means any Wells Fargo Community Bank Customer checking or savings account, credit card, debit card, unsecured line of credit, and online bill pay that was opened, in which a Customer was enrolled, or in which funds were transferred by Wells Fargo Community Bank employees without the Customer's consent, or through a misrepresentation or omission.

B. "Auto Finance Customer" means any motor vehicle purchaser or lessee whose motor vehicle financing agreement was originated or acquired by Wells Fargo Auto.

C. "Borrower" means any Person who applied for a Wells Fargo residential-mortgage loan.

D. "Collateral Protection Insurance" or "CPI" means physical damage insurance acquired by Wells Fargo Auto for Wells Fargo Auto's Auto Finance Customers to cover motor vehicles that served as collateral for Wells Fargo Auto's financing agreements.

E. "Covered Conduct" means Wells Fargo's acts and practices, including representations and omissions to consumers, related to (i) the sale, offer, referral, or enrollment of Customers into Accounts and any related unauthorized transfer of funds into or from Accounts, from May 1, 2002 to April 20, 2017; (ii) the sale, offer, referral, or enrollment of Customers into Insurance Referral Products, from January 1, 2008 to December 12, 2016; (iii) the forced-placement or delayed cancellation of Collateral Protection Insurance by Wells Fargo Auto for Wells Fargo Auto Finance Customers from October 15, 2005 to September 30, 2016; (iv) Wells Fargo's Guaranteed Asset/Auto Protection and the failure to provide or ensure refunds of unearned premiums and/or payments on Guaranteed Asset/Auto Protection purchased by Auto Finance Customers, whose motor vehicle financing agreement was acquired by Wells Fargo Auto as an indirect lender or financer, when the motor vehicle financing agreement associated with the financing of motor vehicle purchases and leases is terminated or the collateral vehicle securing the motor vehicle financing agreement is repossessed, from June 1, 2008 to July 19, 2018; and (v) Rate Lock Extension Fees charged by Wells Fargo Home Mortgage from September 16, 2013 to February 28, 2017.

F. "Customer" means any individual or small business that owns or holds or previously owned or held an Account with Wells Fargo Community Bank and/or was sold, offered, referred, or enrolled in an Insurance Referral Product by Wells Fargo Community Bank and/or Wells Fargo Insurance, Inc.

G. "Guaranteed Asset/Auto Protection" or "GAP" means any product, including but not limited to, GAP insurance and GAP waiver, pursuant to which, in the event of a total loss to the collateral motor vehicle, a portion or all of any unpaid balance on the consumer's finance or loan agreement would be paid by the insurance and/or waived.

H. "Insurance Referral Product(s)" means renters and/or simplified term-life insurance products opened with AMIG, Assurant, Great West, and Prudential, that Customers were referred to by Wells Fargo Insurance, Inc. and/or Wells Fargo Community Bank employees without the Customer's consent, or through a misrepresentation or omission for which Wells Fargo Community Bank employees could qualify for incentive compensation credit.

I. "Parties" means Wells Fargo and the signatory Attorneys General.

J. "Person" means both natural persons and business entities.

K. "Rate Lock Extension Fee(s)" means any fee charged by Wells Fargo Home Mortgage to Borrowers for extending an interest-rate-lock period for a residential-mortgage loan.

L. "Wells Fargo Auto" means Wells Fargo Bank, N.A.'s Wells Fargo Auto Division, as well as any of its predecessor entities or divisions, including, but not limited to, Wells Fargo Dealer Services, Inc. and Wells Fargo Auto Finance.

M. "Wells Fargo Community Bank" means Wells Fargo Bank, N.A.'s business division engaged in retail banking at physical bank branch facilities and call centers and offering financial products and services to Customers, including checking and savings accounts, credit cards, debit cards, unsecured lines of credit, and online bill pay.

N. "Wells Fargo Home Mortgage" means Wells Fargo Bank, N.A.'s Wells Fargo Home Mortgage Division.

O. "Wells Fargo Releasees" means Wells Fargo and its successors and assigns and any of its current and former subsidiaries, directors, officers, shareholders, and/or employees.

FACTUAL ALLEGATIONS

The Attorneys General allege as follows:

Sales Practices

1. During the period of May 1, 2002 to April 20, 2017, Wells Fargo Bank, N.A. offered consumer financial banking products and services, including consumer or small business checking and savings accounts, credit cards, unsecured lines of credit, and online bill pay services. Wells Fargo Bank, N.A. established and implemented an incentive compensation program whereby, until September 30, 2016, Wells Fargo Community Bank employees could qualify for credit by selling these products to Customers.

2. During the period of January 1, 2004 to December 1, 2016, Wells Fargo Bank, N.A. and Wells Fargo Insurance, Inc. referred Customers to AMIG, and Assurant for renters

insurance products. During the period of October 15, 2009 to December 12, 2016, Wells Fargo Bank, N.A. and Wells Fargo Insurance, Inc. referred Customers to Great West and Prudential for simplified term life insurance products. Wells Fargo established and implemented an incentive compensation program whereby Wells Fargo Community Bank employees could qualify for incentive compensation credit by referring Customers to these entities.

3. Wells Fargo's sales goals and incentive compensation program created an incentive for employees to engage in improper sales practices to satisfy sales goals and earn financial rewards. The sales goals and incentive compensation program requirements imposed on Wells Fargo Community Bank employees contributed to several improper sales practices that Wells Fargo failed to promptly recognize and adequately prevent, including the following:

   a. Opening Accounts without Customers' knowledge or consent;

   b. Transferring funds between Customers' Accounts without Customers' knowledge and consent;

   c. Applying for credit cards without Customers' knowledge or consent;

   d. Issuing debit cards without Customers' knowledge or consent;

   e. Enrolling Customers into online banking services, including online bill pay services, without Customers' knowledge or consent;

   f. Submitting renters insurance and/or simplified term life insurance policy applications to AMIG, Assurant, Great West, and/or Prudential, and submitting payments for such insurance from Customers' checking and/or savings accounts without Customers' knowledge or consent; and

   g. Engaging in misrepresentations and omissions to Customers regarding Accounts and Insurance Referral Products.

4. Wells Fargo Bank, N.A. has identified over 3.5 million Accounts and 528,000 online bill pay enrollments that may have resulted from improper sales practices. Wells Fargo Bank, N.A. has identified or notified Customers who may have been impacted by these improper sales practices, and is providing remediation to such Customers, including but not limited to, entering into a $142 million class-action lawsuit settlement.

5. As of August 31, 2018, Wells Fargo identified over 5,500 renters and simplified term life insurance policies opened with AMIG and Assurant between the period of January 1, 2008 and December 1, 2016 and over 1,000 simplified term life insurance policies opened with Great West and Prudential between the period of October 15, 2009 and December 12, 2016 for Customers who were referred by Wells Fargo Community Bank and/or Wells Fargo Insurance, Inc. These policies either may have been opened without a Customer's consent, involved consensual employee gaming of the incentive compensation system, or involved a customer complaint of lack of consent that could be

neither corroborated nor rebutted. As of August 31, 2018, Wells Fargo has remediated or agreed to remediate over $1.1 million to Customers with the identified policies.

Force-Placed Collateral Protection Insurance

6. Wells Fargo Auto engaged in the business of providing financing to purchasers, lessors, and/or owners of motor vehicles.

7. The motor vehicle financing agreements that Wells Fargo entered into or purchased from dealerships typically included an agreement by the Auto Finance Customers to maintain insurance covering physical damage to the motor vehicle (i.e., collision and comprehensive damage insurance) for the duration of the financing agreement, since the motor vehicle served as collateral for the financing agreement.

8. Wells Fargo Auto contracted with third-party vendors to monitor the Auto Finance Customer's insurance coverage.

9. If Wells Fargo Auto's vendor was unable to verify that an Auto Finance Customer had the required insurance, the vendor was required to send written notices to the Auto Finance Customer, as well as attempt to call the Auto Finance Customer and/or the Auto Finance Customer's previously identified insurance agent or insurance carrier to request evidence of insurance.

10. If, following this attempted outreach, the vendor did not obtain evidence of the required insurance, Wells Fargo Auto caused force-placed Collateral Protection Insurance to be issued to the Auto Finance Customer. If the Auto Finance Customer provided evidence that insurance coverage had been in effect, Wells Fargo Auto had a process to cancel the force-placed CPI policy and refund premiums charged for duplicative CPI. To date, Wells Fargo has provided substantial refunds to Auto Finance Customers in connection with force-placed CPI.

11. The median annual premium charged by Wells Fargo Auto for a CPI policy was more than $1,000. Wells Fargo Auto increased the Auto Finance Customers' monthly payments to cover the premium and, in the majority of cases, charged the customers interest on the premium amount.

12. Wells Fargo Auto force-placed and charged over 2 million Auto Finance Customer accounts for CPI policies between October 2005 and September 2016.

13. During the period of October 15, 2005 to September 30, 2016, Wells Fargo did not sufficiently monitor its vendor and internal processes resulting in high rates of cancellations of CPI placements for Auto Finance Customers who had the necessary physical damage insurance for the entire time or for a portion of the force-placed CPI policy period. Additionally, Wells Fargo Auto failed to provide data and information to its vendor, including information provided in some instances by customers to dealers about the customer's existing insurance company or agent, that could have allowed its vendor to more effectively execute its obligations to Wells Fargo and borrowers. Wells

Fargo Auto and its vendor received many complaints from customers about the placement of and delay in cancelling CPI.

14. Specifically, Wells Fargo Auto was required to cancel policies because the Auto Finance Customers maintained the necessary physical damage insurance, and therefore the CPI policies were unnecessary and duplicative for the entire CPI policy period ("flat cancels").

15. In addition, some Auto Finance Customers did not always maintain their own physical damage insurance as required in their loan agreements, resulting in the placement of CPI; but they eventually obtained their own physical damage insurance and had the CPI policy canceled for the period of time covered by the customer's separate insurance policy (i.e., a "partial cancel"). In these situations, Wells Fargo Auto had a practice to provide a premium refund to those customers for the unused portion of their policy, but that refund process did not always include a correct refund of interest or a refund of fees that had been charged to the customer.

16. In some instances, the unnecessary force-placed CPI charges could have contributed to defaults that resulted in over 51,000 CPI-related repossessions between 2005 and 2016.

17. Wells Fargo has agreed, for certain Auto Finance Customers with unnecessary and duplicative CPI placements, as well as Auto Finance Customers with placements in five states within defined time periods due to the form of customer disclosure used in those states (the "Five States" policies), to refund fees, repossession related expenses, and other associated costs. Wells Fargo anticipates providing remediation totaling more than $385 million to approximately 850,000 identified accounts of such Auto Finance Customers. The estimate of 850,000 accounts currently identified to receive remediation includes approximately 552,000 accounts with flat-cancel impacted policies only, approximately 193,000 accounts with partial-cancel impacted policies only, approximately 100,000 accounts with a mix of flat-cancel, partial-cancel, and/or Five States impacted policies, and approximately 5,600 additional accounts with impacted Five States policies only.

Guaranteed Asset/Auto Protection

18. Guaranteed Asset/Auto Protection, or GAP, is an optional product offered by dealerships to consumers at the point of vehicle sale. GAP can be purchased in full or financed as part of the consumer's motor vehicle financing agreement with a dealership.

19. When the Auto Finance Customer purchased a GAP product, the motor vehicle financing agreements that Wells Fargo Auto acquired from the dealerships included the Auto Finance Customer's agreement to purchase a GAP product.

20. Some Auto Finance Customers, whose vehicle financing agreement was acquired by Wells Fargo Auto as an indirect lender or financer, may be entitled to obtain refunds of any unearned portion of the cost of GAP if: (1) an Auto Finance Customer pays off his/her financing agreement early, (2) the GAP product is cancelled, or (3) the motor vehicle is repossessed.

21. During the period of June 1, 2008 to July 19, 2018, Wells Fargo Auto, in some instances, failed to ensure that refunds of the unearned portion of the cost of GAP were made to Auto Finance Customers following the early payoff of the vehicle financing agreement or repossession of the vehicle.

22. Wells Fargo has agreed to provide refunds of the unearned portion of the cost of GAP to Auto Finance Customers in certain states whose laws impose refund-related obligations through statutory provisions on indirect auto lenders, and anticipates expending more than $37 million with respect to such Auto Finance Customers.

Mortgage Rate Lock

23. Wells Fargo Home Mortgage engages in the business of originating residential mortgage loans.

24. Wells Fargo offers prospective Borrowers the ability to lock a fixed interest rate for a period while their mortgage loan application is pending. Depending on the circumstances, if a residential-mortgage loan does not close during the defined rate lock period, Wells Fargo may charge the prospective Borrower a Rate Lock Extension Fee.

25. During the period of September 16, 2013 to February 28, 2017, Wells Fargo implemented a new policy that further defined when a Borrower would pay the Rate Lock Extension Fee. Under this new policy, if the mortgage loan did not close during the rate lock period and Wells Fargo caused the delay, Wells Fargo would extend the rate lock period without charging the Borrower a Rate Lock Extension Fee. Wells Fargo identified over 110,000 Borrowers that were charged Rate Lock Extension Fees during the effective time period of the policy described herein.

26. Following the implementation of the new Rate Lock Extension Fee policy, Wells Fargo determined that, in certain circumstances, it had inconsistently applied its rate lock policy and therefore some Borrowers were inappropriately charged Rate Lock Extension Fees.

27. Wells Fargo identified and contacted Borrowers who were charged a Rate Lock Extension Fee during this time period, and refunded or agreed to refund over $100 million in Rate Lock Extension Fees.

REMEDIATION

28. Wells Fargo represents that, as of the Effective Date, Wells Fargo is implementing reformed business practices with respect to the Covered Conduct in accordance with the requirements set forth in the September 2016 and April 2018 Bureau and OCC Consent Orders and is using all reasonable efforts to substantially comply with the reform requirements set forth in those orders.

29. Wells Fargo represents that, as of the Effective Date, Wells Fargo is remediating or will remediate consumers through reasonable efforts pursuant to a nationwide class action settlement, through agreements with the OCC and the Bureau, and/or voluntarily as follows (collectively, "Remediation Programs"):

a. Repayment of fees and other associated costs to applicable Customers related to Accounts;

b. Repayment of premiums, fees, and other associated costs to applicable Customers related to Insurance Referral Products;

c. Repayment of fees, interest, repossession related expenses, and other associated costs to applicable Auto Finance Customers related to Collateral Protection Insurance;

d. Repayment of the unearned portion of the product cost and other associated costs to applicable Auto Finance Customers related to Guaranteed Asset/Auto Protection; and

e. Repayment of fees and interest to applicable Borrowers related to Rate Lock Extension Fees.

30. Wells Fargo has identified and/or is identifying consumers who qualify for remediation under the ongoing Remediation Programs. As of the Effective Date, Wells Fargo has remediated or is in the process of remediating consumers who have been identified as qualified for remediation and is continuing to remediate consumers who qualify for remediation under those ongoing Remediation Programs.

31. Wells Fargo shall create and/or continue to maintain procedures to address, and to review consumers for entitlement to redress for issues or concerns raised by consumers relating to Accounts, Insurance Referral Products, Collateral Protection Insurance, Guaranteed Asset/Auto Protection and/or Rate Lock Extension Fees ("Covered Issues"). Through these procedures Wells Fargo shall:

a. Maintain designated teams responsible for reviewing and responding to consumer inquiries and/or complaints regarding any issues or concerns consumers have relating to the Covered Issues ("Consumer Escalation Teams");

b. Train general customer help desk and complaint handling teams to route consumers who reach out to Wells Fargo with inquiries and/or complaints regarding the Covered Issues to the applicable Consumer Escalation Team(s);

c. Create and maintain a website as described in paragraph 33 that identifies the contact information for the Consumer Escalation Teams; and

d. Develop and/or maintain complaint escalation and review protocols to adequately assess whether a consumer is entitled to redress (collectively, the "Redress Review").

32. In the event a Consumer Escalation Team determines that a consumer is entitled to redress related to the Covered Issues and has not otherwise already been remediated or is not otherwise already in the process of being remediated under one or more of the ongoing Remediation Programs, Wells Fargo shall provide the consumer with appropriate redress.

33. Wells Fargo shall create and maintain a website that, at a minimum, includes descriptions of the Covered Issues, descriptions of the Remediation Programs (which will be updated

as the Remediation Programs are finalized), and contact information for the Consumer Escalation Teams to allow consumers to contact the Consumer Escalation Teams directly with any inquiries or complaints regarding the Covered Issues and any potential redress available related to the Covered Issues and/or the Remediation Programs.

34. Wells Fargo shall maintain a dedicated email address for use by the Attorneys General for communication regarding all complaints and inquiries from individual consumers received by the Attorneys General regarding the Covered Issues. Wells Fargo shall provide relevant information regarding such complaints and inquiries to the consumers that reached out to the Attorneys General and to representatives of the Attorneys General upon written request, including information relating to the reviews conducted by the Consumer Escalation Teams and the basis for determinations regarding individual consumer's entitlement to redress.

35. The obligations described in paragraphs 31 to 34 shall commence within sixty (60) days of the Effective Date and shall remain in effect until at least twelve (12) months after the satisfaction of the Remediation Programs that relate to the Covered Issues ("Redress Review Period").

36. Wells Fargo will provide a report of ongoing remediation efforts related to the Covered Conduct to the Attorneys General every six months until the end of the Redress Review Period.

MONETARY PAYMENT TO THE STATES

37. Wells Fargo shall pay an aggregate amount of $575 million related to the Covered Conduct to the signatory Attorneys General. Wells Fargo shall pay to each signatory Attorney General the specific amount set forth in Appendix A. Payment shall be made within ten (10) calendar days of receiving written payment processing instructions from each Attorney General. The payments to the signatory Attorneys General shall be used for the purposes specified and according to the general instructions of each signatory Attorney General as set forth in Appendix B.

38. The amounts listed in Appendix A include payments related to the costs of the investigation to the Attorneys General who conducted the Attorneys General's Investigations and negotiated and facilitated this Settlement Agreement (the "Investigating Attorneys General") and, on their behalf, to the National Association of Attorneys General Financial Services and Consumer Protection Enforcement, Education, and Training Fund ("NAAG FSF") and the National Attorneys General Training & Research Institute ("NAGTRI"). Wells Fargo shall pay to each Investigating Attorney General, and to NAAG FSF and NAGTRI the specific amounts set forth in Appendix A. Payment shall be made within ten (10) calendar days of receiving written payment processing instructions from the Investigating Attorneys General. The payments to the Investigating Attorneys General shall be used for the purposes specified and according to the general instructions of each Investigating Attorney General as set forth in Appendix B.

ENFORCEMENT

39. The provisions of this Settlement Agreement are enforceable by the Attorneys General. The Attorneys General, jointly or individually, may make such application as appropriate to enforce or interpret the provisions of this Settlement Agreement or, in the alternative, may maintain any action within their legal authority. Wells Fargo consents to the jurisdiction of the courts of the States and Commonwealths of the Attorneys General, only for the purpose of an action brought by one or more of the Attorneys General to enforce the terms of this Settlement Agreement. In any action to enforce this Settlement Agreement, the Attorney(s) General may seek any appropriate relief authorized by law.

40. If an Attorney General determines that Wells Fargo may have violated any of the terms of this Settlement Agreement, before bringing any legal action, the Attorney General agrees to notify Wells Fargo in writing of such alleged failure to comply. After receiving such notice, Wells Fargo shall have ten (10) days to provide a response as to how it is complying with the terms of this Settlement Agreement. The Attorney General may then accept the explanation or take whatever action is available to the Attorney General under law.

41. An Attorney General is not required to provide notice in advance of taking any enforcement action if necessary to protect the health, safety, or welfare of the public.

RELEASE

42. The Attorneys General release and discharge the Wells Fargo Releasees from all civil claims, including common law claims, that the Attorneys General have or could have asserted arising out of or related to the Covered Conduct prior to the Effective Date. The Attorneys General execute this release in their official capacity and release only claims that the Attorneys General have the authority to bring and release.

43. Nothing in this Settlement Agreement shall be construed to create, waive, release, or limit any private right of action, including any claims consumers have or may have on an individual or class basis under state consumer protection laws against any person or entity, including Wells Fargo.

44. Notwithstanding the releases in paragraph 42 of this Settlement Agreement, or any other term(s) of this Settlement Agreement, the following claims are specifically reserved and not released by this Settlement Agreement:

    a. Claims based on violations of securities laws, including claims based on the offer, sale, or purchase of securities; and

    b. Claims of state regulatory agencies having specific regulatory jurisdiction that are separate and independent from the regulatory and enforcement jurisdiction of the Attorneys General.

NOTICES AND REPORTS

45. All notices and reports required to be provided shall be sent electronically and by first class mail, postage pre-paid, as follows:

    a. For Wells Fargo:

    David J. Rice
    Assistant General Counsel
    Legal Department
    Wells Fargo & Company
    301 South College Street, 30th Floor
    Charlotte, NC 28202-6000
    MAC D1053-300
    (704) 374-6611

    With a copy to:

    JB Kelly
    Cozen O'Connor
    1200 19th Street, NW
    Washington, DC 20036
    (202) 471-3418

    b. For the Attorneys General:

    Drew Ensign
    Senior Litigation Counsel
    Arizona Office of the Attorney General
    2005 N. Central Avenue
    Phoenix, AZ 85004
    (602) 541-5252

    Joseph J. Chambers
    Assistant Attorney General
    Finance Department Head
    State of Connecticut, Office of the Attorney General
    P.O. Box 120, 55 Elm Street
    Hartford, CT 06141-0120
    (860) 808-5270

    Patrick Madigan
    Assistant Attorney General
    Iowa Department of Justice
    Office of the Attorney General
    1305 E. Walnut Street
    Des Moines, IA 50319

(515) 281-5926

John M. Abel
Senior Deputy Attorney General
Pennsylvania Office of the Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 783-1439

MISCELLANEOUS PROVISIONS

46. This Settlement Agreement shall not constitute or be construed as any admission of fact by or liability against Wells Fargo. Without limiting or reducing any of Wells Fargo's obligations described in this Settlement Agreement or affecting the Attorneys General's authority to enforce any of the rights thereunder, this Settlement Agreement shall not constitute or be construed as: (i) a permanent or temporary injunction against Wells Fargo; (ii) any admission of fact by or liability against Wells Fargo showing moral turpitude, or the basis for any disqualification under federal and state securities laws, or the rules and regulations thereunder; (iii) a plea of nolo contendere, or a conviction of Wells Fargo; or (iv) a final order of a state securities or insurance commission, or a state authority that supervises or examines securities, banking, savings associations, credit unions, or insurance.

47. Nothing contained in this Settlement Agreement shall be construed as mandating or recommending that Wells Fargo be disqualified, suspended, or debarred from engaging in any business in any jurisdiction, including but not limited to the marketing and sale of bank products or insurance in any jurisdiction.

48. Nothing contained in this Settlement Agreement shall be construed to provide that Wells Fargo or any of its affiliates or current or former employees shall be subject to any disqualifications contained in the federal securities laws, the rules and regulations thereunder, the rules and regulations of self-regulatory organizations or various states' securities laws, including any disqualifications from relying upon registration exemptions or safe harbor provisions. In addition, this Settlement Agreement is not intended to form the basis for any such disqualifications.

49. The Parties acknowledge that this Settlement Agreement is made without any trial or final adjudication on the merits of any claims. This Settlement Agreement shall not be construed as a final order of any court or governmental authority that adjudicates the merits of any allegations made or claims brought or that could have been brought by the Attorneys General.

50. This Settlement Agreement shall be considered an Assurance of Voluntary Compliance, Assurance of Discontinuance, Cease and Desist By Agreement, administrative order, or stipulated judgment, as applicable, under: California, Business and Professions Code sections 17200, *et seq.* and 17500, *et seq.* (for California), § 501.207(6), Florida Statutes (for Florida), Idaho Code § 48-610 (for Idaho), 815 ILCS 505/6.1 (for Illinois), Minn.

Stat. § 8.31 (for Minnesota), RSMo § 407.030 (for Missouri), RSA 358-A:7 (for New Hampshire), ORS 646.632 (for Oregon), Tenn. Code Ann. § 47-18-107(a) (for Tennessee), Tex. Bus. & Com. Code § 17.58 (for Texas), Revised Code of Washington (RCW) 19.86.100 (for Washington). An Attorney General that is party to this Settlement Agreement may file this Settlement Agreement in its state court or administrative tribunal as may be required by the laws of their state. Failure to reference in this provision the law of the state of an Attorney General signing this Settlement Agreement shall have no effect on the enforceability of this Settlement Agreement under the law of any such state. Notwithstanding any treatment given this Settlement Agreement under this paragraph or otherwise, this Settlement Agreement is not intended to be considered a judicial or administrative decree, a court order, an order described in paragraph 46, or any other similar form of order, for purposes of any disqualification or debarment provision under federal or state law or regulation.

51. The Parties understand and agree that this Settlement Agreement shall not be construed as an approval or a sanction by the Attorneys General of Wells Fargo's business practices, nor shall Wells Fargo represent that this Settlement Agreement constitutes an approval or sanction of its business practices.

52. Nothing herein shall be construed as relieving Wells Fargo of the obligation to comply with all applicable state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

53. This Settlement Agreement is binding on Wells Fargo's successors and assigns.

54. This Settlement Agreement contains the complete agreement between the Parties. The Parties have made no promises, representations, or warranties other than what is contained in this Settlement Agreement. This Settlement Agreement supersedes any prior oral or written communications, discussions, or understandings.

55. For the purposes of construing the Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all Parties.

56. Calculation of time limitations will run from the Effective Date and be based on calendar days, except to the extent otherwise provided in this Settlement Agreement.

57. This Settlement Agreement shall not be construed or used as a waiver or any limitation of any defense otherwise available to Wells Fargo in any pending or future legal or administrative action or proceeding, or Wells Fargo's right to defend itself from, or make any arguments in, any individual or class claims or suits.

58. In the event there is a conflict between this Settlement Agreement and the requirements of federal, state, or local laws, such that Wells Fargo cannot comply with this Settlement Agreement without violating these requirements, Wells Fargo shall document such conflicts and notify the Attorneys General that it intends to comply with the requirements to the extent necessary to eliminate the conflict. Within thirty (30) days after receipt of a notification from Wells Fargo referenced above, the Attorneys General may request a

meeting to discuss the steps Wells Fargo has implemented to resolve the conflict, and Wells Fargo shall comply with any such reasonable request.

59. This Settlement Agreement shall not confer any rights upon, and is not enforceable by, any persons or entities besides the Attorneys General and the Wells Fargo Releasees. This Settlement Agreement shall not confer any rights upon the Attorneys General with respect to (including, but not limited to, any right to enforce) any current or future order or other agreement entered, or action taken, by the Bureau, the OCC, or any other federal bank regulatory authority.

60. Except to the extent as otherwise provided in this Settlement Agreement, including but not limited to paragraph 38, each party shall bear its own attorneys' fees and costs arising out of, related to, or in connection with this Settlement Agreement.

61. Except for paragraph 42, if any provision of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, in whole or in part, such illegality, invalidity, or unenforceability shall not affect any other provision or clause of this Settlement Agreement and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision, in whole or in part, had not been contained herein.

62. This Settlement Agreement may not be amended except by an instrument in writing signed on behalf of all Parties to this Settlement Agreement.

63. This Settlement Agreement may be executed in multiple counterparts by the Parties. All counterparts so executed shall constitute one agreement binding upon the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart.

64. The undersigned counsel for the Attorneys General represent and warrant that they are fully authorized to execute this Settlement Agreement.

65. This Settlement Agreement is entered into voluntarily and solely for the purpose of resolving the claims and causes of action against Wells Fargo. Each party and signatory to this Settlement Agreement represents that it freely and voluntarily enters into this Settlement Agreement without any degree of duress or compulsion.

APPENDIX A

STATE	MONETARY ALLOCATION
AK	$1,486,804.01
AL	$7,945,123.52
AR	$1,298,019.87
AZ	$37,136,571.08
CA	$148,733,525.16
CO	$21,476,334.34
CT	$5,242,279.59
DC	$1,112,853.08
DE	$2,007,548.53
FL	$28,301,139.58
GA	$16,346,293.31
HI	$1,468,038.75
IA	$6,180,941.33
ID	$5,276,628.87
IL	$10,857,474.49
IN	$5,202,676.45
KS	$2,307,874.13
KY	$3,675,446.17
LA	$1,911,733.65
MA	$6,182,546.05
MD	$7,916,350.19
ME	$1,136,559.61
MI	$5,235,475.56
MN	$9,361,299.85
MO	$5,616,485.55

STATE	MONETARY ALLOCATION
MS	$2,538,491.41
MT	$2,779,651.69
NC	$15,174,791.40
ND	$1,215,310.89
NE	$5,210,423.09
NH	$1,167,689.76
NJ	$16,989,709.60
NM	$6,449,106.00
NV	$13,363,512.80
NY	$11,854,349.87
OH	$2,974,953.32
OK	$2,640,251.14
OR	$9,766,546.95
PA	$16,526,551.91
RI	$1,216,915.47
SC	$6,788,785.83
SD	$1,827,596.64
TN	$4,989,322.01
TX	$47,378,217.69
UT	$10,232,596.05
VA	$11,546,080.48
VT	$1,984,047.03
WA	$16,147,093.34

STATE	MONETARY ALLOCATION
WI	$8,565,813.31
WV	$1,652,275.25
WY	$1,603,894.35
NAAG FSF	$7,000,000
NAGTRI	$2,000,000

APPENDIX B

Alabama

Pursuant to Paragraphs 37 and 38 and Appendices A and B of this Settlement Agreement, the State of Alabama shall receive a total payment of $7,945,123.52. Wells Fargo shall make the payment by electronic funds transfer pursuant to written payment processing instructions to be provided by the State of Alabama, Office of the Attorney General. The payment shall be remitted to the Office of the Alabama Attorney General. The portion of the Multistate UDAP Payment disbursed to Alabama shall be used by the Alabama Attorney General, at his sole discretion, for any purpose permitted by state law, including but not limited to the enforcement or collection of civil penalties, attorneys' fees and other costs of investigation or litigation, and/or placement into the consumer protection law enforcement fund.

Alaska

The money received by the Alaska Attorney General pursuant to this settlement may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorneys General.

Arizona

The funds received by the Arizona Attorney General pursuant to this Settlement Agreement shall be deposited as follows: (a) $20,000,000 to the fund established by A.R.S. § 44-1531.02(C), for law enforcement and consumer protection purposes deemed appropriate by the Arizona Attorney General in his discretion, and (b) $17,136,571.08 to the fund established by A.R.S. § 44-1531.01(B), for law enforcement and consumer protection purposes deemed appropriate by the Arizona Attorney General in his discretion, of which $2,000,000 shall be considered attorneys' fees and investigative costs.

Arkansas

The funds received by the Arkansas Attorney General pursuant to Paragraphs 37 and 38 and Appendices A and B of this Settlement Agreement shall be held by the Attorney General and deposited in the Consumer Education and Enforcement Fund to be used in accordance with Act 763 of 2013, or for other uses permitted by state law, at the sole discretion of the Attorney General; except that in accordance with the terms of the Settlement Agreement, these funds shall not be used for restitution, remediation, redress, or compensation to consumers.

California

The payment shall be allocated and used by the California Attorney General as provided in California Business and Professions Code section 17206, and to defray the Attorney General's costs in connection with the investigation and litigation leading to the entry of the judgment in this matter.

Colorado

The Colorado Attorney General directs that $7,750,569.02 of the total payment to the State of Colorado will be held, along with any interest thereon, in trust by the Attorney General to be used for reimbursement of the Attorney General's actual costs and attorneys' fees, for future consumer fraud or antitrust enforcement actions, or to support consumer education and public welfare. The Colorado Attorney General directs that the remaining amount of $13,725,765.32 will be paid to the State of Colorado as a penalty.

All payments shall be made by electronic funds transfer according to written payment processing instructions provided by the State of Colorado with a reference to "*Wells Fargo Settlement Agreement*." Wells Fargo shall provide written notice to the State of Colorado at or around the time that they initiate the electronic funds transfer.

Connecticut

Pursuant to Paragraphs 37 and 38 and Appendix A and B of this Settlement Agreement the State of Connecticut shall receive a total payment of $5,242,279.59. Wells Fargo shall make the payment by electronic funds transfer pursuant to written payment processing instructions to be provided by the State of Connecticut, Office of the Attorney General. The payment shall be deposited into the State of Connecticut General Fund.

Delaware

All settlement funds received by the Delaware Attorney General in connection with this Agreement shall be deposited into the Consumer Protection Fund pursuant to 6 *Del. C.* § 2527, and shall be used for purposes related to consumer protection efforts in a manner consistent with the provisions of 6 *Del. C.* § 2527 and 29 *Del. C.* § 2520, except for the purposes set forth in 29 *Del. C.* § 2520(a)(5).

District of Columbia

The money received by the District of Columbia may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or be placed in, or applied to, the District's litigation support fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by District of Columbia law, at the sole discretion of the Attorney General for the District of Columbia.

Florida

Wells Fargo shall pay $28,301,139.58 to the State of Florida, with $27,000,000.00 to be applied as penalties, and the remaining $1,301,139.58 to be used for investigative costs, attorney's fees, and future enforcement.

Georgia

Pursuant to Paragraphs 37 and 38 and Appendix A of this Settlement Agreement, the Georgia Office of the Attorney General shall receive a total of $16,346, 293.31 which may be used by the State of Georgia for purposes that may include, but are not limited to, civil penalties, attorneys' fees, and other costs of investigation and litigation, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorney General. Wells Fargo shall make the payment by wire transfer pursuant to written instructions to be provided by the Georgia Office of the Attorney General.

Hawaii

Payment shall be made payable to the State of Hawaii Office of Consumer Protection pursuant to Hawaii Revised Statutes Sect. 26-9(o), to be used by the State of Hawaii to fund or assist in funding consumer education, consumer outreach, consumer protection enforcement, or consumer protection litigation.

Idaho

Pursuant to Idaho Code § 48-606(5), the money paid to the State of Idaho under this agreement shall be remitted to the consumer protection fund.

Illinois

Pursuant to Paragraphs 37 and 38 and Appendix A and B of this Settlement Agreement the State of Illinois shall receive a total payment of $10,857,474.49. Wells Fargo shall make the payment by electronic funds transfer pursuant to written payment processing instructions to be provided by the State of Illinois, Office of the Illinois Attorney General. The funds allocated to the Illinois Attorney General shall be expended, in the sole discretion of the Attorney General, for such purposes that may include, but are not limited to, attorneys' fees and other costs of investigation, future consumer protection enforcement, consumer education, litigation or for such other purposes as directed by the Attorney General.

Indiana

The settlement payment to the State of Indiana may be used for any purpose allowable under Indiana law.

Iowa

Wells Fargo shall pay $6,180,941.33 to the Attorney General of Iowa to be distributed according to written instructions received from the Attorney General of Iowa. This payment shall be deposited in the Consumer Education and Litigation Fund created under Iowa Code section 714.16C(1).

Kansas

The Kansas Attorney General shall use these funds solely for enforcing and implementing the consumer protection laws of the State of Kansas that are within the jurisdiction of the Kansas Attorney General.

Kentucky

The amount payable to the Commonwealth of Kentucky is $3,675,446.17, which includes $918,816.54 for the recovery of the Attorney General's reasonable costs of investigation and litigation.

Louisiana

Payment shall be used by the Attorney General for such purposes that may include, but are not limited to, being placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray costs of the inquiry leading hereto, or for attorneys' fees and other costs of investigation, or for other uses permitted by state law, at the sole discretion of the Attorneys General.

Maine

Said payment shall be used by the Maine Attorney General as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, consumer protection enforcement funds, for future consumer protection enforcement, consumer education, litigation or local consumer aid fund at the sole discretion of the Attorney General.

Maryland

The money received by the Maryland Attorney General's Office pursuant to paragraphs 37 and 38 shall be used, at the sole discretion of the Attorney General, for consumer protection purposes, including consumer protection enforcement or consumer education, to defray the costs of the inquiry leading hereto, monitoring and potential enforcement of this Settlement Agreement, or may be used for any other public purpose permitted by state law.

Massachusetts

Payment shall be made by electronic funds transfer according to wire instructions provided by the Massachusetts Attorney General's Office; the payment shall be utilized in accordance with G.L. c. 12 sec. 4A for purposes of implementation, monitoring, investigation and/or other actions in furtherance of the mission of the Attorney General's Office and the Attorney General may direct any relevant portion of funds not so designated, encumbered or utilized to the Commonwealth's General Fund, which shall also receive any remainder on or after July 1, 2019.

Michigan

The portion of the payment disbursed to Michigan may be used as attorneys' fees and other costs of investigation or to be placed in, or applied to, consumer protection enforcement funds, used to defray the costs of the inquiry leading hereto, or for any lawful purpose, in the State's sole discretion.

Minnesota

Minn. Stat. § 8.31 provides that the Minnesota Attorney General may obtain and collect payment to resolve allegations of violations of any of the laws referred to in subdivision 1 of that section. The Attorney General, in her discretion, shall collect and use funds for any lawful purpose provided pursuant to that section.

Mississippi

Said payment shall be used by the Mississippi Attorney General for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or to be placed in, or applied to, any consumer protection fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Mississippi Attorney General.

Missouri

Wells Fargo shall pay $5,616,485.55 to the State of Missouri as equitable disgorgement under § 407.100.3, RSMo, and as recovery of fees and costs of investigation and prosecution of this matter under § 407.130, RSMo.

Montana

The portion of the payment under the Settlement Agreement disbursed and allocated to Montana shall be used for purposes intended to avoid preventable unfair or deceptive trade practices, to ameliorate the effects of unfair or deceptive trade practices, to enhance advocacy and legal efforts for the prevention and prosecution of unfair or deceptive acts or practices, or for any other purposes permitted by Montana law, at the sole discretion of the Attorney General.

North Carolina

$15,174,791.40 shall be paid by Wells Fargo to the North Carolina Department of Justice pursuant to this Agreement and the terms of written payment instructions from the North Carolina Attorney General. Out of said payment, $14,174,791.40 shall be deemed a civil penalty under North Carolina law. The remaining $1,000,000.00 of said $15,174,791.40 payment is for attorneys' fees and recovery of investigative costs; this amount of $1,000,000.00 is not a fine, penalty, or payment in lieu thereof.

North Dakota

The settlement payment to the State of North Dakota shall be paid to the North Dakota Attorney General, pursuant to North Dakota Century Code § 51-15-10, and shall be used, in the Attorney General's discretion, to compensate the state for attorney's fees and costs resulting from the alleged unlawful conduct of the Defendants, or for other purposes permitted by North Dakota Century Code § 54-12-18 or other state law.

Nebraska

Pursuant to Paragraphs 37 and 38 and Appendix A and B of this Settlement Agreement the State of Nebraska shall receive a total payment of $5,210,423.09. Wells Fargo shall make the payment by electronic funds transfer pursuant to written payment processing instructions provided by the State of Nebraska, Office of the Attorney General. The payment shall be deposited into the State Settlement Cash Fund and shall be used to defray the costs of the inquiry leading hereto, to enhance the Attorney General's efforts to prevent and prosecute financial fraud, for future consumer protection enforcement and education, or other uses permitted by state law, at the sole discretion of the Nebraska Attorney General.

New Hampshire

The funds received by the New Hampshire Attorney General pursuant to this agreement shall be deposited in the consumer escrow account at the Department of Justice and used in accordance with RSA 7:6-f

New Jersey

New Jersey shall use its allocation of the Settlement Payment in its discretion. Of that amount New Jersey shall set aside $2 million for the New Jersey Division of Consumer Affairs for its attorneys' fees, investigative costs, and to fund other New Jersey Division of Consumer Affairs investigatory or enforcement efforts related to consumer protection.

New Mexico

The settlement shall be expended for litigation fees and costs as approved by a court of competent jurisdiction and to enhance the Office's law enforcement efforts to prevent and prosecute financial fraud or unfair or deceptive acts or practices and to investigate, enforce and prosecute other illegal conduct related to financial services or consumer protection laws.

New York

The settlement payment for the State of New York, as referenced in Appendix A of the Settlement Agreement, shall be paid to the Office of the New York State Attorney General ("NYAG") by electronic funds transfer pursuant to written payment processing instructions to be provided by the NYAG. The funds shall be deposited into an account that may be used for penalties, costs, fees, or any other use permitted under applicable laws and regulations.

Nevada

Pursuant to Paragraphs 37 and 38 and Appendix A and B of this Settlement Agreement the State of Nevada shall receive a total payment of $13,363,512.80. Wells Fargo shall make the payment by electronic funds transfer pursuant to written payment processing instructions to be provided by the State of Nevada, Office of the Attorney General. These funds shall be used, at the sole discretion of the Nevada Attorney General for any use permitted by law as authorized by the Legislature or the Interim Finance Committee, including but not limited to the following: (1) For administration and enforcement of Nevada Revised Statutes chapter 598; (2) To establish or support public or private programs and efforts designed to prevent or ameliorate the impacts of unfair or deceptive trade practices against Nevadans, including but not limited to, education, outreach, and other programs or uses permitted by state law; (3) and for any other lawful purpose.

Ohio

Ohio's payment of $2,974,953.32 shall be distributed and delivered to the Office of the Ohio Attorney General, and shall be placed in the Consumer Protection Enforcement Fund created pursuant to section 1345.51 of the Ohio Revised Code. The funds shall be used for the purposes described in Ohio Revised Code section 1345.51.

Oklahoma

Payment may be used by the Oklahoma Attorney General for attorney's fees and other costs of investigation, or to be placed in, or otherwise applied to, the consumer protection fund to be used for future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, in accordance with section 761.1 of the Oklahoma Consumer Protection Act, OKLA. STAT. tit. 15, §§ 751, *et seq.,* or for any other purpose permitted by state law, at the sole discretion of the Oklahoma Attorney General.

Oregon

Wells Fargo shall pay to the State of Oregon $9,766,546.95 pursuant to this Settlement Agreement and the terms of written payment instructions from the State of Oregon, Office of the Attorney General. This payment shall be deposited to the Department of Justice Account established pursuant to ORS 180.095 to be used as provided by law. Payment shall be made by electronic funds transfer within 10 calendar days of receiving written payment processing instructions from the State of Oregon, Office of the Attorney General.

Pennsylvania

Pursuant to, and consistent with, Paragraphs 37 and 38 of this Settlement Agreement, The Attorney General of the Commonwealth of Pennsylvania ("Attorney General") shall receive a total payment of **$16,526,551.91** ("Settlement Amount"), to be allocated and distributed by the Attorney General, at his sole discretion as permitted by State law.

Rhode Island

Rhode Island is authorized to receive funds through Rhode Island Gen. Laws § 6-13.1-1, *et seq.*

The Rhode Island Attorney General shall receive all state government designated funds paid under this agreement. Said funds shall be held in separate accounts to be used for such purposes that may include, but are not limited to, attorneys' fees and other costs incurred in pursuing the investigation of Wells Fargo, be placed in a consumer protection law enforcement fund, or used for other purposes, including, future consumer protection, consumer education, a litigation fund or a local consumer aid fund or revolving fund, or for other law enforcement related purposes, notwithstanding any statutory language to the contrary at the sole discretion of the Rhode Island Attorney General.

South Carolina

The money received by the South Carolina Attorney General pursuant to this Settlement may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, or for other uses permitted by state law, at the sole discretion of the South Carolina Attorney General.

South Dakota

Wells Fargo shall pay $1,827,596.64 to the Attorney General of South Dakota to be distributed according to written instructions received from the Attorney General of South Dakota. This payment shall be used at the sole and complete discretion of the Attorney General of South Dakota for any use permitted by law or this Settlement Agreement, including but not limited to: (a) public education relating to consumer fraud; (b) the continued funding of enforcement actions under SDCL Chapter 37-24; (c) reimbursement of any costs incurred by the Attorney General of South Dakota in connection with this investigation and settlement; (d) purposes intended to enhance law enforcement efforts to prevent and prosecute financial fraud and other unfair or deceptive acts or practices, including funding for training and staffing of general consumer protection efforts; and (e) any other lawful purpose.

Tennessee

The settlement funds paid to the State of Tennessee pursuant to this settlement shall be considered a payment to the State of Tennessee pursuant to Tennessee Code Annotated § 47-18-107. Such funds shall be distributed at the sole discretion of the Attorney General pursuant to directions from the Attorney General's Office.

Texas

Said payment to the State of Texas in the amount of Forty-Seven Million, Three Hundred Seventy-Eight Thousand, Two Hundred Seventeen Dollars and Sixty-Nine Cents ($47,378,217.69) shall be allocated as follows:

A. Forty-Two Million, Six Hundred Forty Thousand, Three Hundred Ninety-Five Dollars and Ninety-Two Cents ($42,640,395.92) shall be designated for the Supreme Court Judicial Fund, pursuant to Texas Government Code § 402.007, and

B. Four Million, Seven Hundred Thirty-Seven Thousand, Eight Hundred Twenty-One Dollars and Seventy-Seven Cents ($4,737,821.77) shall be designated as attorneys' fees and investigative costs under the Texas Government Code § 402.006(c)

Utah

The monetary allocation paid to the State of Utah shall be deposited into the Consumer Protection Education and Training Fund or used as otherwise allowed by law. Utah Code § 13-2-8.

Vermont

The money received by the Vermont Attorney General's Office pursuant to this agreement may be used, in accordance with Vermont law, to reimburse the Vermont Attorney General's Office for costs incurred during the investigation of this matter, for consumer education or other consumer protection purposes, and/or for any other use permitted by state law, pursuant to the Constitution of the State of Vermont, Ch.II § 27, and 32 V.S.A. § 462.

Virginia

The Virginia portion of the aggregate settlement amount is $11,546,080.48. All funds paid to the Virginia Attorney General pursuant to paragraph 37 of the Settlement Agreement shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation and Enforcement Revolving Trust Fund (the "Revolving Fund"). Amounts deposited to the Revolving Fund may be used for costs of the Attorney General associated with his consumer protection advocacy and enforcement efforts and other delineated purposes permitted by state law.

Washington

Pursuant to Paragraphs 37 and 38 and Appendix A and B of this Settlement Agreement, the Office of the Attorney General, State of Washington shall receive a total payment of $16,147,093.34. Wells Fargo shall make the payment by electronic funds transfer pursuant to written payment processing instructions to be provided by the Office of the Attorney General. The money received by the Office of the Attorney General pursuant to this paragraph may be used for purposes that may include, but are not limited to, attorneys' fees and costs of investigation and litigation, placed in, or applied to, any consumer protection law enforcement fund including future consumer protection or privacy enforcement, consumer education, litigation, local consumer aid or revolving funds, used to defray the costs of the inquiry leading to this Settlement Agreement, or for other uses permitted by state law, and all at the sole discretion of the Attorney General.

West Virginia

At the discretion of the Attorney General, the payment shall be used by the Attorney General for any one or more of the following purposes: direct and indirect administrative, investigative, compliance, enforcement, or litigation costs and services incurred for consumer protection purposes; and/or to be held for appropriation by the Legislature.

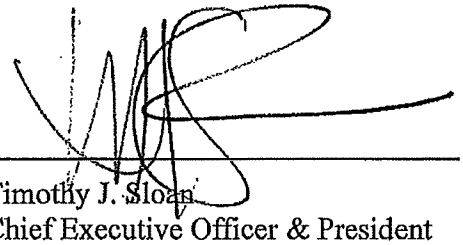
Wisconsin

Wisconsin's payment shall be used as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, consumer protection enforcement funds, including future consumer protection enforcement, consumer education, investigation and/or litigation, or local consumer aid fund or revolving fund, or for any lawful purpose, at the sole discretion of the Attorney General.

Wyoming

The payment distributed to the State of Wyoming shall be used by the Attorney General of the State of Wyoming as trustee to hold and distribute such amount, pursuant to Wyoming Statute § 9-1-639(a)(i), exclusively for the purpose of addressing consumer protection matters in the State of Wyoming, including future consumer protection enforcement, consumer education, litigation, investigation, training, or grants or other aid to agencies and organizations approved by the Attorney General of the State of Wyoming at his sole discretion. Any interest accruing to these funds will remain with the fund. Wyoming's allocated share is not a fine, penalty, or payment in lieu thereof.

For Wells Fargo & Company



12/24/18

Timothy J. Sloan
Chief Executive Officer & President
Wells Fargo & Company

Date

12/26/18

JB Kelly
Cozen O'Connor
1200 19th Street NW
Washington, DC 20036

Date

Counsel for Wells Fargo & Company

12/26/18

Anthony Jannotta
Cooley LLP
1114 Avenue of the Americas
New York, NY 10036-7798

Date

Counsel for Wells Fargo & Company

For Alabama Attorney General Steve Marshall

Tina Coker Hammonds

Tina Coker Hammonds
Assistant Attorney General
Consumer Interest Division
Office of the Alabama Attorney General

20 December 2018
Date

For Alaska Attorney General Kevin G. Clarkson

12/20/2018
Date

Cynthia A. Franklin
Assistant Attorney General
AK Bar No. 0710057
Consumer Protection Unit
Special Litigation Section
Alaska Office of the Attorney General
1031 W. 4th Ave, Ste 200
Anchorage, AK 99501

For Arizona Attorney General Mark Brnovich

Drew C. Ensign

Drew C. Ensign
Senior Litigation Counsel
Civil Division
Phoenix, Arizona

12/20/18
Date

For Arkansas Attorney General Leslie Rutledge:

By: _____ 12/20/2018
Date

David A.F. McCoy
Assistant Attorney General
Public Protection Department/Consumer Protection Division
Office of the Arkansas Attorney General
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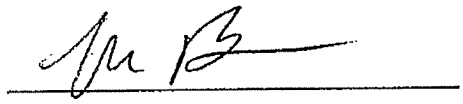
For California Attorney General Xavier Becerra



12/22/2018

Michelle Burkart

Date

Deputy Attorney General

Public Rights Division

Office of the Attorney General, State of California

For Colorado Attorney General, Cynthia H. Coffman

Jennifer M. Dethmers

Jennifer Miner Dethmers
Senior Assistant Attorney General
Colorado Department of Law
Consumer Protection Section

12·20·18

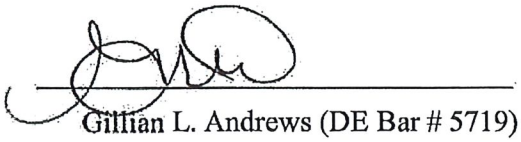
Date

For Connecticut Attorney General George Jepsen

Joseph J. Chambers
Assistant Attorney General
Finance Department Head
Office of the Attorney General, State of Connecticut

December 19, 2018
Date

For Delaware Attorney General Matthew P. Denn



12/21/18

Gillian L. Andrews (DE Bar # 5719)
Assistant Director, Consumer Protection Unit
Division of Fraud & Consumer Protection
Delaware Department of Justice

Date

SO ORDERED this 21ST day of December, 2018.

Christian Douglas Wright
Director, Consumer Protection Unit

For District of Columbia Attorney General Karl A. Racine

12/14/18

Gary M. Tan

Date

Assistant Attorney General

Office of Consumer Protection

District of Columbia Attorney General's Office

For Florida Attorney General Pamela Jo Bondi

PATRICIA A. CONNERS
Chief Deputy Attorney General
Office of the Florida Attorney General
Capitol - Plaza Level - Room PL-01
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Tel: 850-245-0140
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Accepted this 20th day of December, 2018.

VICTORIA A. BUTLER
Director, Consumer Protection Division
Office of the Florida Attorney General
3507 E. Frontage Road, Suite 325
Tampa, FL 33607
Tel: 813-287-7950
Fax: 813-281-5515

Accepted this 20th day of December, 2018.

ANTHONY S. BRADLOW
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Fax: 813-281-5515

Accepted this 20th day of December, 2018.

For Georgia Attorney General Christopher M. Carr

Lauren Villnow

Lauren A. Villnow
Assistant Attorney General
Consumer Protection Division
Office of the Georgia Attorney General

12/21/2018
Date

STEPHEN H. LEVINS
EXECUTIVE DIRECTOR
STATE OF HAWAII OFICE OF CONSUMER PROTECTION

By: Lisa P. Tong
Lisa P. Tong
Enforcement Attorney

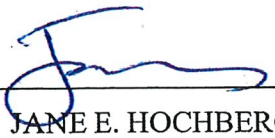
12/19/18
Date

RUSSELL A. SUZUKI
ATTORNEY GENERAL OF HAWAII

By: Bryan C. Yee
Bryan C. Yee
Deputy Attorney General

Date

For Idaho Attorney General Lawrence G. Wasden

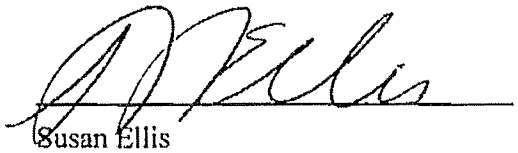


12-17-18

JANE E. HOCHBERG
Deputy Attorney General
Consumer Protection Division
Idaho Office of Attorney General

Date

For Illinois Attorney General Lisa Madigan



12/21/18

Date

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For Indiana Attorney General Curtis T. Hill

Michelle Alyea

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Consumer Protection Division
Office of the Indiana Attorney General

12/21/18
Date

For Iowa Attorney General Tom Miller

Patrick Madigan

Patrick Madigan
Assistant Attorney General
Consumer Protection Division
Iowa Attorney General's Office

12/21/18

Date

For Kansas Attorney General Derek Schmidt

Derek Schmidt, #17781
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12/14/2018
Date

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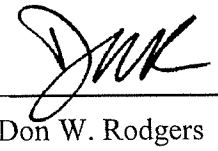
12/17/18
Date

For Kentucky Attorney General Andy Beshear



December 19, 2018

Don W. Rodgers

Date

Assistant Attorney General

Consumer Protection Division

Office of the Attorney General of Kentucky

For Louisiana Attorney General Jeff Landry

Cathryn E. Gits

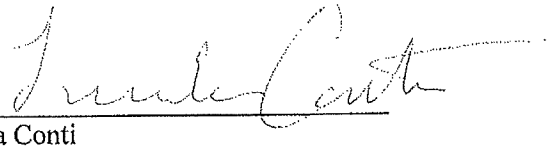
Cathryn E. Gits
Assistant Attorney General
Public Protection Division
Office of the Attorney General of Louisiana

December 21, 2018

December 21, 2018

L. Christopher Styron
Assistant Attorney General
Public Protection Division
Office of the Attorney General of Louisiana

For MAINE Attorney General JANET T. MILLS



12/19/2018

Date

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Maryland Attorney General Brian Frosh
Consumer Protection Division

By: _____ 12/21/2018
Date

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W. Thomas Lawrie
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Consumer Protection Division, 16th Floor
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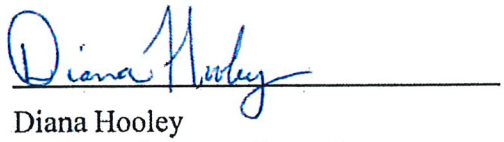
For Massachusetts Attorney General Maura Healey

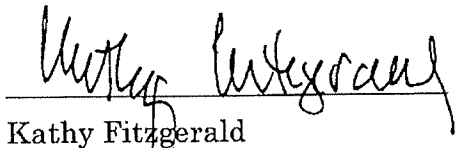


12-19-2018

Diana Hooley
Assistant Attorney General
Insurance & Financial Services Division
Office of the Massachusetts Attorney General

Date

For Michigan Attorney General Bill Schuette



Kathy Fitzgerald
Assistant Attorney General
Corporate Oversight Division
Michigan Department of Attorney General

12/20/2018
Date

For Minnesota Attorney General Lori Swanson

12/21/18

December 21, 2018

Adam Welle
Assistant Attorney General
Civil Division
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445 Minnesota Street
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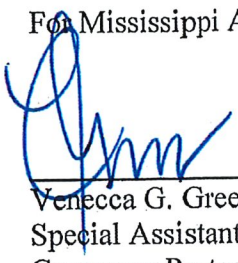
For Mississippi Attorney General Jim Hood



12/20/2018
Date

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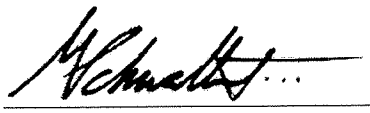
For the State of Missouri

JOSHUA D. HAWLEY
Attorney General



Date: 12/21/18

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For Montana Attorney General Timothy C. Fox

Chuck Munson

Dec 18, 2018

Date

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For North Carolina Attorney General Josh Stein

M. Lynne Weaver

M. Lynne Weaver
Special Deputy Attorney General
Consumer Protection Division
North Carolina Department of Justice

12/20/2018
Date

For
STATE OF NORTH DAKOTA
Wayne Stenehjem
Attorney General

By: _____ Date: 12-17-2018

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STATE OF NEBRASKA, ex rel.
DOUGLAS J. PETERSON, Attorney General

12-20-2018

Date

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For New Hampshire Attorney General Gordon J. MacDonald:

Lisa M. English

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Date:

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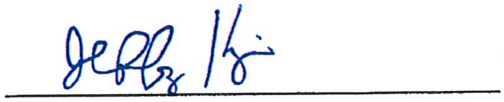
For New Jersey Attorney General Gurbir S. Grewal



12/21/18

Jeffrey Koziar

Date

Deputy Attorney General

Division of Law

New Jersey Office of the Attorney General

For New Mexico Attorney General,
Hector Balderas

P. Cholla Khoury
Director,
Consumer and Environmental Protection Division
Office of the New Mexico Attorney General

12/27/18
Date

For New York State Attorney General Barbara D. Underwood

Jane M. Azia

JANE M. AZIA
Bureau Chief
Bureau of Consumer Frauds and Protection
Office of the New York State Attorney General
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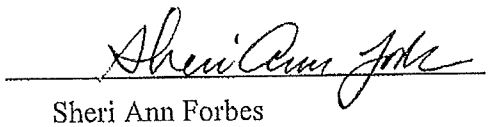
New York, NY 10005

December 18, 2018
Date

For the Nevada Attorney General Adam Paul Laxalt

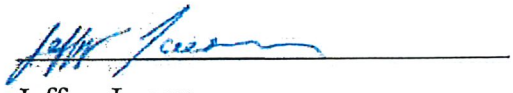


December 20, 2018

Sheri Ann Forbes
Senior Deputy Attorney General
Bureau of Consumer Protection
Office of the Nevada Attorney General

Date

For Ohio Attorney General Mike DeWine

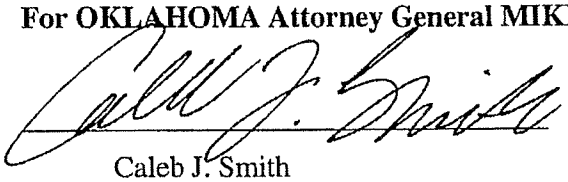


12/19/2018

Date

Jeffrey Loeser
Senior Assistant Attorney General
Consumer Protection Section
Office of Ohio Attorney General Mike DeWine

For OKLAHOMA Attorney General MIKE HUNTER



12/21/18

Caleb J. Smith

Date

Assistant Attorney General

Consumer Protection Unit

Oklahoma Office of the Attorney General

For Oregon Attorney General Ellen F. Rosenblum

D. Althea Cullen

12-20-18

D. Althea Cullen, OSB#064901

Date

Sr. Assistant Attorney General

Financial Fraud/Consumer Protection Section

Oregon Department of Justice

For Commonwealth of Pennsylvania

Attorney General Josh Shapiro

By: _____ **Date:** 12/21/2018

James A. Donahue III

Executive Deputy Attorney General

Commonwealth of Pennsylvania

Office of Attorney General

Public Protection Division

For Rhode Island Attorney General Peter F. Kilmartin

12-21-2018

Date

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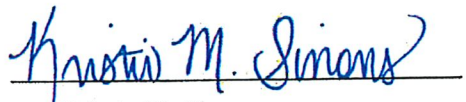
For South Carolina Attorney General Alan Wilson



Kristin M. Simons

Assistant Attorney General

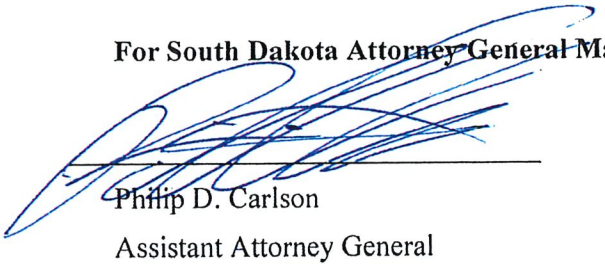
Office of the Attorney General

State of South Carolina

12/14/2018

Date

For South Dakota Attorney General Marty J. Jackley



12/21/2018

Date

Philip D. Carlson

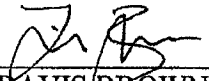
Assistant Attorney General

Consumer Protection Division

South Dakota Attorney General's Office

FOR THE STATE OF TENNESSEE:

HERBERT H. SLATERY III
Attorney General and Reporter



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PAUL SINGER
Division Chief, Consumer Protection

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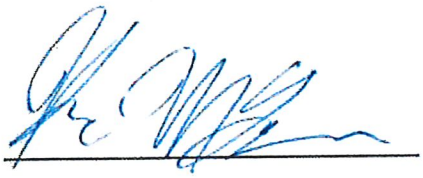
2018/12/21
Date

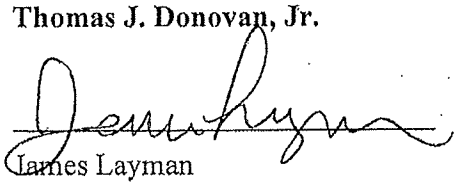
For Utah Attorney General Sean D. Reyes



12/21/2018

Kevin McLean
Assistant Attorney General
Counsel for the Utah Division of Consumer Protection
Utah Attorney General's Office

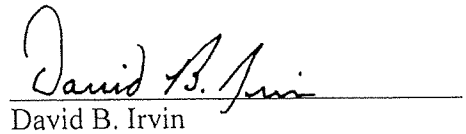
For Vermont Attorney General
Thomas J. Donovan, Jr.



James Layman
Assistant Attorney General
Public Protection Division
Vermont Office of the Attorney General

12/21/2018
Date

For Commonwealth of Virginia,
Attorney General Mark R. Herring



David B. Irvin
Senior Assistant Attorney General
Consumer Protection Section
Office of Virginia Attorney General

December 19, 2018
Date

For Washington State:

ROBERT W. FERGUSON
Attorney General

MARC WORTHY, WSBA #29750
AMY TENG, WSBA #50003
Assistant Attorneys General
Consumer Protection Division

12-20-18
DATE

For West Virginia Attorney General Patrick Morrisey

R. St Jarrell

12/21/18

R. Stephen Jarrell

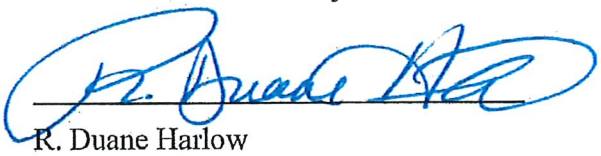
Date

Assistant Attorney General

Consumer Protection & Antitrust Division

West Virginia Attorney General's Office

For Wisconsin Attorney General Brad D. Schimel



12/21/18

R. Duane Harlow

Date

Assistant Attorney General

Consumer Protection and Antitrust Unit

Wisconsin Department of Justice

Wyoming Attorney General

PETER K. MICHAEL
Attorney General
State of Wyoming

12/19/18

Date