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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

AGUILAR AUTO REPAIR, INC. and
CENTRAL COAST TOBACCO CO., LLC,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

WELLS FARGO BANK, N.A., PRIORITY
TECHNOLOGY HOLDINGS, INC.,
PRIORITY PAYMENT SYSTEMS, LLC and
THE CREDIT WHOLESALE COMPANY,
INC.,

Defendants.

Case No. 3:23-cv-06265-LJC

Honorable Magistrate Judge Lisa J. Cisneros

**PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 20, 2025

Time: 2:30 PM

Courtroom: G – 15th Floor

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 20, 2025, at 2:30 PM, the undersigned will appear before the Honorable Magistrate Judge Lisa J. Cisneros in Courtroom G, 15th Floor, of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, and shall then and there present Plaintiffs' Motion for Final Approval of Class Action Settlement.

Plaintiffs move the Court for an order granting final approval of the settlement of this class action and entering a final judgment. This motion is based on the following Memorandum of Points and Authorities, as well as all records and papers on file in this action, any oral argument, and any other evidence that the Court may consider in hearing this motion.

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INTRODUCTION

The \$19,500,000 settlement reached here is the second largest ever under the California Invasion of Privacy Act (“CIPA”) and the per class member recovery far surpasses all other prior CIPA settlements. As a result, class members are in line to receive substantial settlement payments. The estimated average settlement payment—even after payment of the requested attorneys’ fees, costs, and incentive awards—is \$680.49 per class member. This is an extraordinary result considering that most CIPA class actions settle in the range of \$1 to \$60 per class member. *See* Declaration of Jacie C. Zolna (“Zolna Decl.”) at ¶ 10, attached as Ex. A. In addition to the substantial monetary recovery, the settlement also provides prospective relief that prohibits future calls from being recorded without disclosure—preventing tens of thousands of future privacy violations.

Not surprisingly, the reaction to the settlement amongst the class was overwhelmingly positive. Of the 102,416 class members, only one elected to opt-out of the settlement. More significantly, *not a single class member objected* to the settlement or the requested attorneys’ fees, costs, and incentive awards. The number of class members who actively participated in the settlement, on the other hand, was substantial: 18,918 claims were submitted.

For these reasons, and those that follow, Plaintiffs respectfully request the Court to grant final approval of the settlement.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs incorporate by reference as if fully set forth herein the Factual and Procedural Background section set forth in the Petition for Attorneys’ Fees, Costs, and Incentive Awards at 2-4 (Doc. 89).

SUMMARY OF SETTLEMENT TERMS

Defendants will pay \$19,500,000 (the “Settlement Fund”) to create a non-reversionary common fund for the benefit of the class. *See* Settlement Agreement at ¶ 1, attached as Ex. B. Defendants will also pay settlement administration costs up to \$200,000. *Id.* at ¶ 10. Each class member who does not opt-out shall be eligible for a cash payment for each call that is covered under the class definition (“Eligible Call”). *Id.* at ¶ 2. To receive a settlement payment, class

1 members needed to submit a claim form either by mail or online. *Id.* at ¶ 4. The claim form is
 2 simple and non-cumbersome, and postage was pre-paid for its return mailing to the Settlement
 3 Administrator. *Id.* at Ex. 1. Each settlement payment will be in an amount equal to the Net
 4 Settlement Fund divided by all Eligible Calls that were made to class members who submit a
 5 claim up to a maximum of \$5,000 for each Eligible Call. *Id.* at ¶ 2.¹ Class members who received
 6 multiple Eligible Calls are entitled to a settlement payment for each Eligible Call. *Id.*

7 The settlement includes several features designed to ensure that the entire fund is
 8 distributed to the class. For example, if the initial claims rate was insufficient to exhaust the entire
 9 Net Settlement Fund at the maximum payment of \$5,000 per Eligible Call, then an additional
 10 opportunity for class members to submit a claim would have been provided. *Id.* at ¶ 28. All
 11 reasonable efforts will also be used to ensure that class members who submitted a claim receive
 12 and cash their settlement checks, including the reissuance of checks. *Id.* at ¶ 16. If funds still
 13 remain after 18 months, the Settlement Administrator will distribute those funds on a *pro rata*
 14 basis to class members who submitted a claim. *Id.* at ¶ 30. Only after those efforts have been
 15 exhausted will any remainder be remitted to the Electronic Frontier Foundation (“EFF”) as a *cy*
 16 *pres* recipient, whose mission includes protecting privacy interests and “fight[ing] illegal
 17 surveillance.” *Id.*; see also EFF website, <https://www.eff.org/about>; *McCabe v. Six Continents*
 18 *Hotels, Inc.*, No. 12-CV-04818 NC, 2016 WL 491332, at *2 (N.D. Cal. Feb. 8, 2016) (approving
 19 EFF as *cy pres* recipient in CIPA settlement). Under no circumstances will any of the Settlement
 20 Fund revert to Defendants. See Settlement Agreement at ¶¶ 28, 30.

21 SETTLEMENT ADMINISTRATION

22 Pursuant to the Settlement Agreement, the parties retained Verita Global (the “Settlement
 23 Administrator”) to administer the settlement. See Settlement Agreement at ¶ 5. The Settlement
 24 Administrator implemented the notice plan in accordance with the Settlement Agreement and the
 25 Court’s Preliminary Approval Order. See Declaration of Frank Cordova (“Cordova Decl.”) at ¶¶
 26 8-13, attached as Ex. C.

27 ¹ CIPA provides for statutory damages up to \$5,000 per violation. See Cal. Penal Code §
 28 637.2(a)(1).

On February 14, 2025, postcard notice was sent by direct mail to class members' last known addresses. *Id.* at ¶ 8. The Settlement Administrator also published a website that included a copy of a Long-Form Notice, the operative complaint, the Petition for Attorneys' Fees, Costs, and Incentive Awards, and other information. *Id.* at ¶ 12. As of May 12, 2025, the settlement website had 1,653,912 sessions/hits (active visits to the website) and 8,941,327 page views of the website. *Id.* The Settlement Administrator also established a toll-free settlement hotline and caused notice of this settlement to be delivered through approximately 7,328,755 impressions on various websites targeting California residents. *Id.* at ¶¶ 11, 13. The Settlement Administrator sent out all notices required under the Class Action Fairness Act ("CAFA"). *Id.* at ¶¶ 2-3. The Settlement Administrator received no objection or other response from any of governmental entities. *Id.* at ¶ 4.

The class includes approximately 102,416 class members who received approximately 149,010 calls. *Id.* at ¶¶ 5-7.² Approximately 18,918 claims were submitted. *Id.* at ¶ 14. The estimated average settlement payment is \$680.49 per class member, even after payment of the requested attorneys' fees, costs, and incentive awards. *Id.* at ¶¶ 15-16. There were enough claims submitted during the initial claims period to exhaust the entire Settlement Fund and, therefore, no additional claims period was necessary under the Settlement Agreement. Only one class member elected to opt-out of the settlement. *Id.* at ¶ 17. Not a single class member objected to the settlement or the requested attorneys' fees, costs, and incentive awards. *Id.* at ¶ 18.

ARGUMENT

The Court should grant final approval of this substantial and record-breaking settlement. "The law favors the compromise and settlement of class action suits." *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 582 (N.D. Cal. 2015). In determining whether a class action settlement should be approved, "the universally applied standard is whether the settlement is fundamentally fair, adequate and reasonable." *Officers for Just. v. Civ. Serv. Comm'n of City & Cnty. of San*

² At the preliminary approval stage, it was estimated that there were 92,668 class members. After a reverse phone number search and further analysis, however, the Settlement Administrator determined there to be approximately 102,416 class members. *See Cordova Decl.* at ¶¶ 6-7.

1 *Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). “The district court’s ultimate determination will
 2 necessarily involve a balancing of several factors which may include ... the strength of plaintiffs’
 3 case; the risk, expense, complexity, and likely duration of further litigation; the risk of
 4 maintaining class action status throughout the trial; the amount offered in settlement; the extent of
 5 discovery completed, and the stage of the proceedings; the experience and views of counsel; the
 6 presence of a governmental participant; and the reaction of the class members to the proposed
 7 settlement.” *Id.* “Finally, it must not be overlooked that voluntary conciliation and settlement are
 8 the preferred means of dispute resolution. This is especially true in complex class action
 9 litigation....” *Id.* Under these standards, final approval is clearly warranted here.

10 **A. The strength of Plaintiffs’ case.**

11 Plaintiffs believe strongly in their claims but recovery of an amount greater or even equal
 12 to the settlement achieved here was far from certain. Defendants vigorously disputed the merits of
 13 Plaintiffs’ claims. Among other things, Wells Fargo and Priority maintained that there was no
 14 principal-agent relationship with Wholesale and that their contracts disclaim any such
 15 relationship. *See* Defendants’ contracts, attached as Group Ex. D. Even if there was a principal-
 16 agency relationship, Wells Fargo and Priority maintained that Wholesale acted outside the scope
 17 of its authority by illegally recording calls. Whether these complex issues would have been
 18 decided at summary judgment or at trial, they were far from certain for either side.

19 A ruling in favor of Wells Fargo and Priority on vicarious liability would have left
 20 Wholesale as the sole remaining defendant, a small telemarketing company that would be
 21 unlikely to fund the current settlement by itself, much less a full judgment. *See Charvat v.*
 22 *Valente*, No. 12-CV-05746, 2019 WL 5576932, at *7 (N.D. Ill. Oct. 28, 2019) (“[A]bsent
 23 a settlement, each of the parties would face very real litigation risk at trial. [Plaintiff], for
 24 instance, may well have failed to prevail at trial, as his claims were predicated on the notion that
 25 the Cruise Defendants were vicariously liable for RMG’s actions in sending the telemarketing
 26 calls. Should the Court or a jury have found that RMG was not acting as an agent for the Cruise
 27 Defendants, not a single member of the class would have received any payment.”) (granting final
 28

1 approval of class action settlement).

2 Defendants have also asserted that any aggregated damage award at \$5,000 per call would
 3 be unconstitutional under the Due Process Clause. *See Golan v. FreeEats.com, Inc.*, 930 F.3d 950
 4 (8th Cir. 2019) (upholding district court’s 98% reduction in statutory damage award in class
 5 action from \$1.6 Billion, or \$500 per call, to \$32 Million, or \$10 per call). Defendants have raised
 6 numerous other defenses as well, including that routine sales calls are not confidential under Cal.
 7 Penal Code § 632, the case is unsuitable for class certification, and the suit is subject to a one-
 8 year statute of limitations. Plaintiffs disagree that these defenses have merit, but they nonetheless
 9 add to the uncertainty of continuing the litigation. *See Medeiros v. HSBC Card Servs., Inc.*, No.
 10 CV1509093JVSAFMX, 2017 WL 11632870, at *4 (C.D. Cal. Oct. 23, 2017) (noting the
 11 “substantial risks involved in continuing [CIPA] litigation”).

12 The settlement, on the other hand, provides a substantial and certain recovery for the class
 13 that may not otherwise be obtained. Indeed, the settlement here far exceeds all prior large CIPA
 14 settlements in terms of per class member recovery. *See Zolna Decl.* at ¶¶ 9-10. In short, the
 15 settlement provides substantial and meaningful relief for vigorously contested and uncertain
 16 claims. The first factor, therefore, supports final approval of the settlement.

17 **B. The risk, expense, complexity, and likely duration of further litigation.**

18 Trying this suit to conclusion would have been a complex, lengthy, and expensive
 19 endeavor. Defendants vigorously contested vicarious liability and a trial on that issue alone would
 20 have been time-consuming and expensive. Significant additional discovery—including dozens of
 21 depositions and experts—would have been needed prior to any trial. In the recent *Wang* case, for
 22 example, the litigation spanned six years just to get to the class certification stage. Summary
 23 judgment, trial, and appeals would have added years to the litigation—and the same is true here.
 24 The settlement, on the other hand, provides greater relief on a per class member basis than *Wang*
 25 and on a much more expedited basis. “It must also be remembered that ‘a dollar today is worth a
 26 great deal more than a dollar ten years from now,’ and a major benefit of the settlement is that
 27 Class Members may obtain these benefits much more quickly than had the parties not settled.”
 28

1 *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 583 (N.D. Ill. 2011) (citations omitted); *see*
 2 *also Reed v. 1-800 Contacts, Inc.*, No. 12-CV-02359 JM BGS, 2014 WL 29011, at *6 (S.D. Cal.
 3 Jan. 2, 2014) (“[T]he proposed [CIPA] settlement eliminates the risks of litigation for class
 4 members and ensures that they will receive significant compensation without further delay.”).

5 The second factor clearly favors final approval.

6 **C. The risk of maintaining class action status throughout the trial.**

7 Plaintiffs believe this case can and would be certified as a class action as it involves a
 8 uniform practice of recording calls without disclosure. There are, however, a line of cases
 9 denying class certification of claims brought under Cal. Penal Code § 632. *See Hataishi v. First*
 10 *Am. Home Buyers Prot. Corp.*, 223 Cal. App. 4th 1454, 1467 (2014) (“the determination whether
 11 an individual plaintiff had an objectively reasonable belief that his or her conversation ... would
 12 not be recorded will require individualized proof”); *Kight v. CashCall, Inc.*, 231 Cal. App. 4th
 13 112 (2014) (same); *Torres v. Nutrisystem, Inc.*, 289 F.R.D. 587 (C.D. Cal. 2013) (same).

14 Plaintiffs believe these cases are distinguishable from this case, but they nonetheless
 15 create a level of uncertainty to class certification. Settling the case now eliminates this risk and
 16 provides further support for final approval. *See Medeiros*, 2017 WL 11632870, at *5 (“[T]here is
 17 a significant risk that the Class would not have been able to maintain class status were the
 18 litigation to proceed. The parties note that a number of recent cases have denied class certification
 19 or decertified classes in CIPA cases, indicating that the outcome here is uncertain. ***

20 Accordingly, this factor weighs in favor of final approval.”); *Mirkarimi v. Nevada Prop. 1, LLC*,
 21 No. 12CV2160 BTM (DHB), 2016 WL 795878, at *3 (S.D. Cal. Feb. 29, 2016) (“Plaintiff faces a
 22 plausible risk that the class would either fail at certification or fail later in the proceeding where
 23 individualized inquiries could predominate over common issues. *** Thus, this factor also favors
 24 settlement”) (granting final approval of CIPA class settlement); *McDonald v. Bass Pro Outdoor*
 25 *World, LLC*, No. 13-CV-889-BAS DHB, 2014 WL 3867522, at *6 (S.D. Cal. Aug. 5, 2014)
 26 (“[T]here is no doubt that a motion for class certification [of CIPA claims] would be hotly
 27 contested.”). Accordingly, the third factor weighs in favor of final approval.

D. The amount offered in settlement.

The amount offered in settlement unequivocally supports final approval. Numerous CIPA class actions have settled for less than \$1 per class member and others have ranged anywhere from a few dollars to \$50-60 per class member. *See* Zolna Decl. at ¶ 10. The per class member recovery here (\$190.40) exceeds the largest prior CIPA settlements and is far greater than the benchmark range of less than \$1 to \$60 per class member in which CIPA class actions typically settle. Class members who submitted a claim will receive on average \$680.49 each. *See* Cordova Decl. at ¶ 16. This is a substantial payment for an intrusion of privacy that, on average, lasted 45 seconds and often less than 15 seconds. *See* Zolna Decl. at ¶ 8; *see also Officers for Just.*, 688 F.2d at 628 (“It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery will not per se render the settlement inadequate or unfair.”); *Cottle v. Plaid Inc.*, 340 F.R.D. 356, 374 (N.D. Cal. 2021) (approving settlement of privacy class action suit where individual class member payments ranged from \$10-\$39 even though statutory damages were \$5,000 per violation); *In re Toys R Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 454 (C.D. Cal. 2014) (“A \$5 or \$30 award, therefore, represents 5% to 30% of the recovery that might have been obtained. This is not a *de minimis* amount. *** [T]he court finds that the amount of the settlement weighs in favor of approval.”).

The settlement also provides substantive prospective relief requiring Wholesale to disclose that calls are being recorded, thus preventing tens of thousands of future privacy violations. *See Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1123 (9th Cir. 2020) (affirming district court’s finding that prospective relief in a settlement of a CIPA suit—in the form of requiring a disclosure—“had value to absent class members”).

This non-monetary relief in conjunction with “the large amount offered in settlement weighs heavily in favor of approval.” *Reed*, 2014 WL 29011, at *6 (granting final approval of \$11,700,000 settlement of CIPA class action on behalf of 81,796 class members, citing other CIPA settlements that ranged from \$10-\$30 per class member); *see also Medeiros*, 2017 WL

1 11632870, at *5-6 (granting final approval of CIPA class settlement providing a \$7.54 recovery
 2 per class member, noting “a number of other CIPA cases in which courts have approved
 3 settlements ... between \$0.75 and \$6.98 per class member”).

4 **E. The extent of discovery completed and the stage of the proceedings.**

5 Prior to reaching a settlement, the parties exchanged substantive information in
 6 connection with the Early Settlement Conference and apprised each other of their respective
 7 factual contentions, legal theories, and defenses. Class Counsel also conducted a considerable
 8 investigation prior to filing suit. *See* Zolna Decl. at ¶ 12. Furthermore, many of the relevant
 9 documents in this case—including the Visa and Mastercard rules that govern the relationship
 10 amongst the Defendants—are publicly available and were fully analyzed by Class Counsel prior
 11 to filing suit. *Id.* Other significant documents, including the contracts amongst Defendants, were
 12 produced in the litigation, as was data on the number of calls. *Id.* The contracts and the Visa and
 13 Mastercard rules are of significant relevance because they define the relationship and obligations
 14 amongst the Defendants, which bear on, among other things, the issue of agency. *Id.*

15 “In the context of class action settlements, formal discovery is not a necessary ticket to the
 16 bargaining table where the parties have sufficient information to make an informed decision about
 17 settlement.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000), *as amended*
 18 (June 19, 2000) (brackets, citation, and internal quotation marks omitted); *see also In re Immune*
 19 *Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1174 (S.D. Cal. 2007) (finding that “the Parties have
 20 a clear view of the strengths and weaknesses of their cases” based on “significant informal
 21 discovery and investigation on the matters alleged, even though formal discovery was stayed”).
 22 Here, the parties exchanged substantive information and conducted a thorough investigation of
 23 the claims and defenses, all of which weigh in favor of final approval.

24 **F. The experience and views of counsel.**

25 In connection with the sixth factor, Plaintiffs submit the Declaration of Jacie C. Zolna, a
 26 lawyer with over 23 years of experience in complex and class action litigation. Mr. Zolna was one
 27 of the lawyers appointed class counsel in the *Wang* case, which also involved CIPA violations in
 28

the payment processing industry and resulted in the largest settlement by total dollar amount ever in a CIPA class action. *See* Zolna Decl. at ¶ 4. Based on his extensive experience, Mr. Zolna opines that the settlement is fair, reasonable, and adequate and provides a significant benefit to the class. *Id.* at ¶ 5. Mr. Zolna’s opinion is based on his experience in CIPA class actions involving the payment processing industry, the amount of relief provided to the class, and a comparison of this settlement to other CIPA class action settlements. *Id.* at ¶¶ 5-10. “The recommendations of plaintiffs’ counsel should be given a presumption of reasonableness.” *McDonald*, 2014 WL 3867522, at *8 (quoting *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979)); *see also Clesceri v. Beach City Investigations & Protective Servs., Inc.*, 10-cv-3873, 2011 WL 320998, at *10 (C.D. Cal. Jan. 27, 2011) (“Courts give weight to counsels’ opinions regarding the fairness of a settlement, when it is negotiated by experienced counsel.”). Mr. Zolna’s opinion, therefore, provides further support in favor of final approval.

G. The presence of a governmental participant.

CAFA notice was sent to the appropriate governmental authorities and none voiced any opposition to the settlement. *See* Cordova Decl. at ¶¶ 2-4. The lack of any governmental opposition supports final approval of the settlement. *See In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015) (“[N]otice of the proposed settlement was provided to appropriate state and federal officials. None of these officials have raised any objection or concern regarding the settlement. Thus, this factor favors the settlement.”).

H. The reaction of the class members to the proposed settlement.

The reaction of the class members to the settlement was overwhelmingly positive. Of the 102,416 class members, only one elected to opt-out of the settlement. This represents only .000098% of the class. Significantly, there was *not a single objection* to the settlement or the requested attorneys’ fees, costs, and incentive awards. “The complete absence of Class Member objections to the Proposed Settlement speaks volumes with respect to the overwhelming degree of support for the Proposed Settlement among the Class Members.” *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004). “That

1 unanimous, positive reaction to the Proposed Settlement is compelling evidence that the Proposed
2 Settlement is fair, just, reasonable, and adequate.” *Id.*

3 In contrast to the non-existent opposition to the settlement, approximately 18,918 claims
4 were submitted seeking to participate in the settlement. *See* Cordova Decl. at ¶ 14. This robust
5 response is further evidence that the settlement was received favorably by class members,
6 particularly considering that the average claims rate “in cases involving ‘privacy concerns[]’ ...
7 [is] 3.87%[.]” *Cottle v. Plaid Inc.*, 340 F.R.D. 356, 374 (N.D. Cal. 2021); *see also* *Six (6)*
8 *Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1306 (9th Cir. 1990) (“Settlements
9 of large class action suits have been approved even where less than five percent of the class files
10 claims.”); *Sylvester v. CIGNA Corp.*, 369 F. Supp. 2d 34, 52 (D. Me. 2005) (“[Class] settlements
11 regularly yield response rates of 10 percent or less.”); Zolna Declaration at ¶ 9, fn. 1 (noting
12 claims rates of 3.81%-13.8% in other large CIPA class settlements).

13 The high claims rate coupled with the single opt-out and no objections demonstrates that
14 the notice program was successful and the class believes the settlement is fair, reasonable, and
15 adequate. Indeed, large class actions will inevitably draw objections and opt-outs and, for that
16 reason, courts routinely recognize a positive class member reaction despite opposition similar to
17 or greater than the one opt-out and no objections here. *See Churchill Vill., L.L.C. v. Gen. Elec.*,
18 361 F.3d 566, 577 (9th Cir. 2004) (affirming approval of class action settlement where of the
19 90,000 class members there were 45 objectors and 500 opt-outs); *Moore v. Verizon Commc’ns*
20 *Inc.*, No. C 09-1823 SBA, 2013 WL 4610764, at *8 (N.D. Cal. Aug. 28, 2013) (approving class
21 action settlement where 3% of class members submitted claims and there were 28 objections and
22 621 opt-outs); *Vandervort v. Balboa Cap. Corp.*, 8 F. Supp. 3d 1200, 1205-08 (C.D. Cal. 2014)
23 (approving TCPA class action settlement even though claims were submitted by only 271 of the
24 57,000 class members).

25 The lack of opposition and favorable reaction of class members to the settlement weigh in
26 favor of granting final approval.

I. The Rule 23 factors also favor final approval.

The Rule 23 factors—most of which overlap with those addressed above—also favor final approval of this class action settlement. Rule 23 provides that in approving a class action settlement, the court should consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2)(A)-(D).

Here, Plaintiffs and Class Counsel adequately represented the class and secured one of the largest settlements ever under CIPA. Class Counsel are also well-respected members of the legal community with decades of experience in class actions, including claims under CIPA. *See* Zolna Decl. at ¶¶ 2-4. The settlement was the product of informed and arms-length negotiations overseen by Magistrate Judge Ryu. *See Tijero v. Aaron Bros., Inc.*, 301 F.R.D. 314, 324 (N.D. Cal. 2013) (“[T]he settlement was reached after the parties participated in private mediation, which ‘tends to support the conclusion that the settlement process was not collusive.’”) (citation omitted). The substantial amount of the settlement itself dispels any notion of collusion.

As shown above, the relief provided to the class is more than adequate and accounts for the risks of continued litigation. The settlement also provides for a robust and effective claims process and includes multiple features to ensure class members receive and cash their settlement payments. *See supra* at 2; *see also Abante Rooter & Plumbing, Inc. v. Pivotal Payments Inc.*, No. 3:16-CV-05486-JCS, 2018 WL 8949777, at *7 (N.D. Cal. Oct. 15, 2018) (“The parties also ensured that mechanisms were in place to encourage the filing of claims, including a settlement website and toll free numbers.”). The amount of the requested attorneys’ fees is also fair and reasonable given the excellent results achieved by Class Counsel. *See* Petition for Attorneys’

1 Fees, Costs, and Incentive Awards (Doc. 89), incorporated by reference as if fully set forth
 2 herein. Notably, not a single class member objected to the amount of attorneys' fees requested by
 3 Class Counsel. With respect to factor (C)(iv), there are no agreements required to be identified
 4 under Rule 23(e)(3). *See* Zolna Decl. at ¶ 14. Lastly, all class members are treated equally and
 5 entitled to the same settlement payment based on the number of calls they received.

6 Accordingly, the Rule 23 factors weigh in favor of final approval as well.

7 **WHEREFORE**, Plaintiffs respectfully request the Court to grant final approval of this
 8 class action settlement and enter a final judgment.

9 Dated: May 13, 2025

10 /s/ Jacie C. Zolna

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19 *Attorneys for Plaintiffs and the Class*

CERTIFICATE OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Cook, State of Illinois. My business address is 30 N. LaSalle St., Suite 2300, Chicago, Illinois 60602.

On May 13, 2025, I served a true copy of the following document described as **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on all parties to this action, listed below, **BY CM/ECF NOTICE OF ELECTRONIC FILING**. I electronically filed the document with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules:

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Executed on May 13, 2025, in Chicago, Illinois.

/s/ Jacie C. Zolna
Jacie C. Zolna

Ex. A

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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 AGUILAR AUTO REPAIR, INC. and
CENTRAL COAST TOBACCO CO., LLC,
14 individually and on behalf of all others
similarly situated,

15 Plaintiffs,

16 v.

17 WELLS FARGO BANK, N.A., PRIORITY
TECHNOLOGY HOLDINGS, INC.,
18 PRIORITY PAYMENT SYSTEMS, LLC and
THE CREDIT WHOLESALE COMPANY,
19 INC.,

20 Defendants.

Case No. 3:23-cv-06265-LJC

**DECLARATION OF JACIE C. ZOLNA IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 I, Jacie C. Zolna, declare as follows:

2 1. I am a partner at Myron M. Cherry & Associates, LLC (the “Firm”) and represent
3 Plaintiffs in *Aguilar Auto Repair, Inc., et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-
4 06265 pending in the United States District Court for the Northern District of California (the
5 “Lawsuit”). I have personal knowledge of the facts set forth in this declaration and, if called to
6 testify, could and would testify competently thereto.

7 2. I have been practicing law since 2002. I received my J.D. from DePaul University
8 College of Law where I graduated with honors and was a member of the DePaul Law Review. I
9 am admitted to the Illinois Bar, the Minnesota Bar, the United States District Court for the
10 Northern District of Illinois, and the Seventh Circuit Court of Appeals. I have successfully argued
11 cases before both the Illinois Appellate Court and the Seventh Circuit Court of Appeals. On three
12 occasions—in 2013, 2017, and 2025—I was presented the Award for Excellence in *Pro Bono*
13 Service by the United States District Court for the Northern District of Illinois for outstanding *pro*
14 *bono* and public interest representation.

15 3. I and others in the Firm have wide experience in class actions and complex
16 litigation. The Firm has represented plaintiffs and defendants in a variety of substantive litigation
17 including, without limitation, class actions, civil rights, contract, privacy, antitrust, fraud,
18 securities actions, environmental, and tort cases. The Firm also devotes a significant amount of
19 time to public interest issues, including community affairs, political affairs, *pro bono*
20 representation, and assisting indigent individuals.

21 4. The Firm has been substantively involved in several other class actions and
22 complex matters. For example, I and others in the Firm were appointed class counsel in *C.S.*
23 *Wang v. Wells Fargo Bank, N.A.*, 16-cv-11223 (N.D. Ill.) (\$78 Million settlement of class action
24 on behalf of businesses whose phone conversations were illegally recorded without consent in
25 violation of the California Invasion of Privacy Act (“CIPA”), which represents the largest
26 settlement ever in a CIPA class action); *McKenzie-Lopez et al. v. City of Chicago*, No. 15 CH
27 4802 (Circuit Court of Cook County, Illinois) (challenging the manner in which the City of
28 Chicago operated and enforced its speed and red light camera program, which resulted in

1 settlement valued at over \$125 Million); *Midwest Medical Records Association, Inc. v. Brown*,
 2 No. 15 CH 16986 (Circuit Court of Cook County, Illinois) (class action seeking the return of
 3 unlawful filing fees collected by the Cook County Clerk of Court, which resulted in a settlement
 4 that provided full refunds to class members, as well as injunctive relief preventing the Clerk from
 5 charging the fee in the future); *Ehret v. Uber Technologies, Inc.*, No. 3:14-cv-113-EMC (N.D.
 6 Cal.) (consumer fraud action based on misrepresentations regarding gratuity charge, which
 7 resulted in settlement that provided full refunds to consumers); and *Otero v. Dart, et al.*, No. 12-
 8 cv-3148 (N.D. Ill.) (challenge to the Sherriff of Cook County's release procedures for individuals
 9 acquitted of wrongdoing at trial, which resulted in a settlement that required changes to the
 10 Sherriff's release procedures, as well as monetary payments to individual class members).

11 5. Based on my decades of experience in complex and class action litigation, I
 12 believe the proposed settlement of the Lawsuit is more than fair, reasonable, and adequate. The
 13 \$19,500,000 settlement fund will provide significant relief to the class and reasonably accounts
 14 for the risks and costs associated with continued litigation and the uncertainties of a trial and any
 15 appeals. Based on our Firm's research, the largest settlement of a CIPA class action prior to this
 16 Lawsuit and our Firm's recent settlement of the *Wang* case referenced above was \$18,000,000 for
 17 a class of approximately 4,000,000 members (**\$4.50 per class member**). See *Marenco v. Visa*,
 18 *Inc.*, C.D. Cal. Case No. 2:10-cv-08022.

19 6. The parties retained Verita Global to administer the settlement. Verita Global
 20 analyzed call records and other data to determine membership in the class. Based on that analysis,
 21 Verita Global determined that there were approximately 102,416 potential class members who
 22 received approximately 149,010 calls during the relevant time period.

23 7. The per class member settlement amount here is **\$190.40 per class member**
 24 (\$19,500,000 / 102,416 class members).

25 8. According to a survey of the calls conducted by Wholesale's counsel, the average
 26 length of the calls at issue were approximately 45 seconds, with many lasting less than 15
 27 seconds. Thus, the settlement provides substantial payments to class members for a relatively
 28

1 short intrusion of their privacy.

2 9. Based on the Firm's research, most CIPA class actions settle for less than
 3 \$10,000,000. The CIPA class action settlements we found that exceeded \$10,000,000 are as
 4 follows: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., et al.*, 1:16-cv-11223 (N.D. Ill.)
 5 (\$78,000,000 CIPA settlement for 500,790 class members, **\$155.75 per class member**); *Marenco*
 6 *v. Visa, Inc.*, C.D. Cal. Case No. 2:10-cv-08022 (\$18,000,000 CIPA settlement for approximately
 7 4,000,000 class members, **\$4.50 per class member**); *Mirkarimi v. Nevada Prop. 1, LLC*, No.
 8 12CV2160 BTM (DHB), 2016 WL 795878 (S.D. Cal. Feb. 29, 2016) (\$14,500,000 CIPA
 9 settlement for 100,541 class members, **\$144.22 per class member**); *Medeiros v. HSBC Card*
 10 *Servs., Inc.*, No. CV1509093JVSAFMX, 2017 WL 11632870 (C.D. Cal. Oct. 23, 2017)
 11 (\$13,000,000 CIPA settlement for approximately 1,700,000 class members, **\$7.65 per class**
 12 **member**); *Reed v. 1-800 Contacts, Inc.*, No. 12-CV-02359 JM BGS, 2014 WL 29011 (S.D. Cal.
 13 Jan. 2, 2014) (\$11,700,000 CIPA settlement for 99,884 class members, **\$117.14 per class**
 14 **member**); *McCabe v. Six Continents Hotels, Inc.*, N.D. Cal. Case No. 3:12-cv-04818
 15 (\$11,700,000 CIPA settlement for 698,000 class members, **\$16.76 per class member**); *see also*
 16 *In re Vizio, Inc., Consumer Priv. Litig.*, No. 816ML02693JLSKES, 2019 WL 12966638 (C.D.
 17 Cal. July 31, 2019) (\$17,000,000 settlement on behalf of approximately 16,000,000 class
 18 members (**\$1.06 per class member**) that brought claims under various privacy statutes of a
 19 number of different states, including CIPA).¹

20 10. Numerous other CIPA class actions have settled for less than the cases referenced
 21 above and at significantly lower per class member amounts than the settlement reached here. *See*,

22
 23 ¹ The percentage of class members in these cases who submitted a claim for a settlement payment
 24 are as follows: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., et al.*, 1:16-cv-11223
 25 (N.D. Ill.) (**11.25%** claims rate); *Marenco v. Visa, Inc.*, C.D. Cal. Case No. 2:10-cv-08022
 26 (**3.81%** claims rate); *Mirkarimi v. Nevada Prop. 1, LLC*, No. 12CV2160 BTM (DHB), 2016 WL
 27 795878 (S.D. Cal. Feb. 29, 2016) (**13.6%** claims rate); *Medeiros v. HSBC Card Servs., Inc.*, No.
 28 CV1509093JVSAFMX, 2017 WL 11632870 (C.D. Cal. Oct. 23, 2017) (**13.8%** claims rate); *Reed*
v. 1-800 Contacts, Inc., No. 12-CV-02359 JM BGS, 2014 WL 29011 (S.D. Cal. Jan. 2, 2014)
 (**13.7%** claims rate); *McCabe v. Six Continents Hotels, Inc.*, N.D. Cal. Case No. 3:12-cv-04818
 (**5.2%** claims rate); *In re Vizio, Inc., Consumer Priv. Litig.*, No. 816ML02693JLSKES, 2019 WL
 12966638 (C.D. Cal. July 31, 2019) (**4.1%** claims rate).

1 *e.g., Batmanghelich v. Sirius XM Radio, Inc.*, C.D. Cal. Case No. 2:09-cv-9190 (\$9,480,000
 2 CIPA settlement for over 1,700,000 class members, **\$5.77 per class member**); *Roberts v.*
 3 *Wyndham Hotels and Resorts, LLC*, N.D. Cal. Case No. 3:12-cv-05083 (\$7,325,000 CIPA
 4 settlement for 115,770 for class members, **\$63.27 per class member**); *Cohorst v. BRE*
 5 *Properties, Inc. et al.*, S.D. Cal. Case No. 3:10-cv-2666 (\$5,500,000 CIPA settlement for
 6 1,170,584 class members, **\$4.70 per class member**); *Tobajian v. Allstate Corp.*, No. CV 23-753-
 7 DMG (PDX), 2023 WL 6813321 (C.D. Cal. Sept. 21, 2023) (\$3,300,000 CIPA settlement for
 8 130,005 class members, **\$25.38 per class member**); *Nader v. Capital One Bank (USA), N.A.*,
 9 C.D. Cal. Case No. 2:12-cv-01265 (\$3,000,000 CIPA settlement for 1,100,000 class members,
 10 **\$2.73 per class member**); *Knell v. FIA Card Services*, S.D. Cal. Case No. 3:12-cv-426
 11 (\$2,750,000 CIPA settlement for 3,650,000 class members, **\$0.75 per class member**); *Hoffman v.*
 12 *Bank of America*, S.D. Cal. Case No. 3:12-cv-00539 (\$2,600,000 CIPA settlement for over
 13 1,400,000 class members, **\$1.86 per class member**); *Nguyen v. Vantiv, Inc.*, N.D. Cal. Case No.
 14 3:15-cv-02436 (\$2,000,000 CIPA settlement for approximately 35,000 members, **\$57.14 per**
 15 **class member**).

16 11. The settlement with the Defendants in this case was the product of extensive arm's
 17 length negotiations, including an Early Settlement Conference before the Magistrate Judge Donna
 18 M. Ryu on August 15, 2024.

19 12. Class Counsel is familiar with the claims being settled and the defenses asserted
 20 and is aware of the risks of pursuing the litigation any further. Class Counsel undertook
 21 exhaustive research of the claims and legal issues involved and conducted a detailed factual
 22 investigation. The parties also exchanged lengthy and substantive mediation statements, which set
 23 forth their respective factual and legal positions. Voluminous information on call volume was
 24 obtained from Defendants and third parties via subpoenas. Furthermore, based on their past
 25 experience in CIPA cases in the payment processing industry, Class Counsel knows that the
 26 relationship amongst the various defendants in this case are governed by rules published by Visa
 27 and MasterCard, which are publicly available. Class Counsel fully analyzed these documents
 28

1 prior to filing suit. The contracts amongst the Defendants were also produced in the litigation.
2 The Visa and MasterCard rules and Defendants' contracts are of significant relevance because
3 they define the relationship, obligations, and rights amongst the Defendants, which bear on,
4 among other things, the issue of agency.

5 13. The parties have selected the Electronic Frontier Foundation as the *cy pres*
6 recipient because its mission includes protecting privacy interests and illegal surveillance, issues
7 which are closely tethered to the privacy and illegal recording claims asserted in the suit. Class
8 Counsel has no prior relationship with the Electronic Frontier Foundation other than having used
9 it as the *cy pres* recipient in the prior *Wang* settlement.

10 14. There are no agreements required to be identified under Fed. R. Civ. P. 23(e)(3) in
11 connection with this proposed settlement.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on May
13 13, 2025, in Chicago, Illinois.

14 /s/ Jacie C. Zolna
15 Jacie C. Zolna
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Ex. B

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into between Aguilar Auto Repair, LLC and Central Coast Tobacco Company, LLC (collectively, “Plaintiffs”), individually and in their representative capacity on behalf of the Settlement Class Members defined below, on the one hand, and Wells Fargo Bank, N.A. (“Wells Fargo”), Priority Technology Holdings, Inc. and Priority Payment Systems, LLC (together, “Priority”), and The Credit Wholesale Company, Inc. (“Wholesale”) (collectively, “Defendants”), on the other hand, subject to Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. Plaintiffs and the Defendants are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

I. RECITALS

WHEREAS, on October 10, 2023, Plaintiffs filed a class action lawsuit against Defendants in the Superior Court of the State of California for the County of San Francisco;

WHEREAS, on December 4, 2023, Wells Fargo removed the suit to the United States District Court for the Northern District of California (the “Court”), which is now entitled *Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265 (the “Lawsuit”). The Lawsuit alleges, among other things, that Wells Fargo and Priority were in a principal-agent relationship with Wholesale and that, in the scope of that relationship, Wholesale violated Sections 632 and 632.7 of the California Invasion of Privacy Act (“CIPA”) by recording certain telephone calls to California businesses;

WHEREAS, Plaintiffs filed an amended complaint (the “Amended Complaint”) in the Lawsuit on February 16, 2024;

WHEREAS, the Parties agreed to participate in an Early Settlement Conference and, as part of that process, exchanged information, including, but not limited to, the contracts amongst Defendants and data on call volume obtained from third parties via subpoena;

WHEREAS, on August 15, 2024, the Parties participated in an Early Settlement Conference before the Magistrate Judge Donna M. Ryu during which the Parties were unable to reach a settlement;

WHEREAS, the Parties thereafter continued to engage in settlement discussions with the assistance of Magistrate Judge Donna M. Ryu, which resulted in the Parties reaching the settlement set forth herein;

WHEREAS, the terms and conditions of the settlement set forth herein were reached after extensive, *bona fide*, arm’s-length negotiations among the Parties by their respective attorneys and other representatives;

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues with regard to the claims and defenses asserted in the Lawsuit. Based on this investigation,

Plaintiffs believe the Lawsuit has merit while Defendants believe the Lawsuit has no merit, deny all liability, and deny that any class should be certified in the Lawsuit. The Parties also have each considered the uncertainties of trial and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of this complex litigation, and the likely appeals of any rulings in favor of either Plaintiffs or Defendants. After undertaking this investigation and analysis, counsel for Plaintiffs (“Class Counsel,” as identified in Paragraph 49 below) believe that it is in the best interest of Settlement Class Members (as defined in Paragraph 23 below) to enter into this Agreement;

NOW, THEREFORE, in consideration of the representations, covenants, and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged as evidenced by the execution of this Agreement, the Parties agree, subject to Court approval, as follows:

II. SETTLEMENT CLASS RELIEF

1. Settlement Fund: In exchange for the mutual promises and covenants in this Agreement, including without limitation, the release and dismissal of the Lawsuit as set forth in Paragraphs 21 and 22 below, Defendants shall pay an amount of Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) (the “Settlement Payment”) to create a fund on behalf of Settlement Class Members (the “Settlement Fund”). The Settlement Payment, along with \$200,000 in Settlement Administration Costs as set forth in Paragraph 10 below, represents the total extent of Defendants’ monetary obligations under this Agreement. In no event shall Defendants’ total monetary obligation with respect to this Agreement exceed the Settlement Payment and \$200,000 in Settlement Administration Costs.

2. Settlement Class Member Payments: Each Settlement Class Member who does not elect to opt-out as set forth below in Paragraph 19 shall be eligible under this Agreement for a cash payment (the “Settlement Class Member Payment”) for each call that was received from Wholesale between October 22, 2014 through November 17, 2023 as described in the Settlement Class definition set forth below in Paragraph 23 (an “Eligible Call”). Each Settlement Class Member Payment will be in an amount equal to the “Net Settlement Fund” divided by all Eligible Calls that were made to Settlement Class Members who timely and validly submit a claim as described below, up to a maximum of Five Thousand Dollars (\$5,000) for each Eligible Call. “Net Settlement Fund” means the Settlement Fund less the amount of attorneys’ fees and costs awarded to Class Counsel, incentive awards awarded to Plaintiffs, and any Settlement Administration Costs in excess of \$200,000 as provided in Paragraph 10 below. Settlement Class Members who received multiple Eligible Calls are entitled to a Settlement Class Member Payment for each Eligible Call and the Settlement Administrator may include all Settlement Class Member Payments for any such Settlement Class Member in a single settlement check.

3. Prospective Relief: Wholesale agrees going forward that it will not record appointment-setting calls to phone numbers with California area codes unless it is disclosed at the outset of the call that the call is being recorded.

4. Claims Process: In order to receive a Settlement Class Member Payment, a Settlement Class Member must complete the Claim Form sent with the Notice as described below in Paragraph 7(a). or submit a claim online at the Settlement Website described below in Paragraph 8. Only one Claim Form is required for each Settlement Class Member even if the Settlement Class Member received and is eligible for payment for several Eligible Calls. The “Claims Deadline” for Settlement Class Members to submit a claim for a Settlement Class Member Payment shall be fifty-six (56) days after the Notice Date as set forth below in Paragraph 7(a). A claim shall be timely if postmarked or submitted online on or before the Claims Deadline. Claims postmarked or submitted online within seven (7) days after the Claims Deadline shall also be deemed timely and shall be eligible for a Settlement Class Member Payment.

III. SETTLEMENT CLASS NOTICE AND SETTLEMENT ADMINISTRATION

5. Retention of Settlement Administrator: Verita Global (the “Settlement Administrator”) will be retained as the settlement administrator. If Verita Global, LLC is unable or unwilling to be the settlement administrator then the Parties will jointly select a reputable settlement administrator to administer the notice and settlement or, absent an agreement by the Parties, one will be appointed by the Court. The costs and expenses of claims administration shall be overseen by Class Counsel. Defendants’ counsel may also oversee the claims administration process as they deem necessary. The Parties will use good faith efforts to minimize the costs of settlement administration. The Settlement Administrator will file a declaration with the Court, as part of the final approval papers, stating that the notice procedures set forth in this Section III of the Agreement and the Preliminary Approval Order (defined below in Paragraph 6) were followed.

6. Settlement Class Member Data: No later than seven (7) days after entry of an order granting preliminary approval of this settlement that is without material change to this Agreement or the Proposed Preliminary Approval Order (defined below in Paragraph 24) (the “Preliminary Approval Order”), Defendants and Class Counsel shall provide all information reasonably requested by the Settlement Administrator in order for it to identify Settlement Class Members’ names, addresses, and other available contact information, as well as information that will assist in identifying Eligible Calls and the total number of Eligible Calls each Settlement Class Member received. As a condition to receiving information concerning the Settlement Class Members, the Settlement Administrator must execute an Agreed Confidentiality Order entered by the Court agreeing to treat the information regarding the Settlement Class Members in a confidential manner. The Settlement Administrator shall use commercially reasonable efforts to ensure the accuracy of Settlement Class Member addresses to use for purposes of sending notice as set forth below.

7. Settlement Class Notice:

a. Mailing of Settlement Class Notice: Within twenty-one (21) days after entry of the Preliminary Approval Order, the Settlement Administrator shall mail postcard notice of this settlement to the Settlement Class Members via First Class Mail in the form attached hereto as **Ex. 1** (the “Notice”). The Notice shall also include a claim

form (the “Claim Form”), also in the form attached as Ex. 1, which Class Members can detach, sign, and mail to the Settlement Administrator, postage pre-paid. As used in this Settlement Agreement, the “Notice Date” refers to the date on which the Settlement Administrator mails the Notice. A long form notice (the “Long Form Notice”) in the form attached hereto as **Ex. 2** will also be posted on the Settlement Website.

b. Follow-Up Mailings: For any Notice that is returned with a forwarding address, the Settlement Administrator shall update that Settlement Class Member’s address for purposes of administering this settlement and re-mail the Notice and Claim Form to the updated address. For any Notice that is returned without forwarding address information, the Settlement Administrator shall use commercially reasonable efforts to locate a new address for the Settlement Class Member. If such a search produces an updated address, the Settlement Administrator shall update that Settlement Class Member’s address for purposes of administering this settlement and re-mail the Notice and Claim Form to the updated address.

c. Publication Notice: Within twenty-one (21) days after entry of the Preliminary Approval Order, the Settlement Administrator shall publish on the internet the publication notice (“Publication Notice”). The impressions of the Publication Notice will be distributed on desktop and mobile devices via various websites in the manner recommended by the Settlement Administrator. The form and content of the Publication Notice shall be substantially as follows:

If you received a call from The Credit Wholesale Company, Inc. between October 22, 2014 through November 17, 2023 you may be eligible for a cash payment from a class action settlement.

<p>CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM [link to Settlement Website]</p>
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8. Settlement Administration Website: Within twenty-one (21) days after entry of the Preliminary Approval Order, the Settlement Administrator shall develop and activate a settlement administration website (the “Settlement Website”). The Settlement Website shall post a copy of the Amended Complaint, the Long Form Notice, this Agreement, and any other materials the Parties agree to include, and shall be designed and constructed to electronically accept Claim Forms from Settlement Class Members for a Settlement Class Member Payment. The Settlement Administrator shall secure a URL for the Settlement Website approved by the Parties. The content and format of the website will be agreed upon by the Parties.

9. Settlement Call Center: The Settlement Administrator shall designate a toll-free number for receiving calls related to the settlement (the “Settlement Call Center”). Anyone may call the Settlement Call Center from anywhere in the United States to ask questions of the Settlement Administrator about the settlement. The Parties shall jointly resolve any dispute that may arise regarding the operation of the Settlement Call Center. The Settlement Call Center shall be maintained from the date that is twenty-one (21) days after entry of the Preliminary Approval

Order until thirty-five (35) days after the Final Settlement Date as defined below in Paragraph 15.

10. Cost of Settlement Administration: Costs and expenses of settlement administration shall be paid by Defendants up to Two Hundred Thousand Dollars (\$200,000). Any Settlement Administration Costs in excess of \$200,000 shall be paid from the Settlement Fund. Such costs shall include, but not be limited to: (i) preparing, mailing, and monitoring all necessary notices and related documents; (ii) developing, maintaining, and operating the Settlement Website; (iii) communicating with and responding to Settlement Class Members; (iv) processing claims submitted by Settlement Class Members and computing settlement payments for Settlement Class Members; (v) distributing payments to Settlement Class Members; (vi) the cost of mailing, obtaining, and administering Form W9's; (vii) postage costs; (viii) costs associated in locating Settlement Class Members and reissuing checks; (ix) fees and costs incurred for any vendors or other third parties in the administration of the settlement; (x) tax obligations in connection with interest earned on the Settlement Fund; (xi) the costs of the CAFA Notice (as defined below in Paragraph 11); (xii) costs of establishing and maintaining an escrow account for the Settlement Payment; and (xiii) other fees and costs reasonably incurred in administering the settlement contemplated herein (collectively, the "Settlement Administration Costs").

11. CAFA Notice: Defendants shall comply with and timely send all notices required under 28 U.S.C. § 1715 (the "CAFA Notice"), but may delegate that responsibility to the Settlement Administrator.

12. Processing Submitted Claims and the Settlement Class Member Report: The Settlement Administrator shall employ reasonable procedures to process each claim submitted by a Settlement Class Member and to determine whether it is a valid claim that was submitted in accordance with the directions on the Claim Form or Settlement Website and satisfies the conditions of eligibility for a Settlement Class Member Payment as set forth in this Agreement. Within twenty-one (21) days after the Claims Deadline, the Settlement Administrator shall provide Class Counsel and counsel for Defendants with a report setting forth the identity of all Settlement Class Members who validly and timely submitted a claim for a Settlement Class Member Payment and for each such Settlement Class Member: (i) the total number of Eligible Calls for which the Settlement Class Member submitted a claim to receive a Settlement Class Member Payment, and (ii) the total amount of the Settlement Class Member Payment for that Settlement Class Member (the "Settlement Class Member Report"). The Settlement Class Member Report shall also state the total amount of all Settlement Class Member Payments.

IV. FUNDING AND TIMING OF SETTLEMENT

13. Funding of Settlement: Within fourteen (14) days after the entry of the Preliminary Approval Order, Defendants shall remit to the Settlement Administrator the entire amount of the Settlement Payment (\$19,500,000) and Defendants' portion of Settlement Administration Costs (\$200,000). The Settlement Administrator shall hold these funds in escrow and shall disburse them in accordance with the terms of this Agreement. If this Settlement is deemed or declared invalid or void *ab initio* for any reason, including the reasons set forth in

Paragraphs 26 and 27 below, the Settlement Administrator shall immediately refund the Settlement Payment and Defendants' portion of Settlement Administration Costs to Defendants less any amounts already expended by the Settlement Administrator on Settlement Administration Costs.

14. Timing of Settlement Class Member Payments: The Settlement Administrator shall mail the Settlement Class Member Payments to Settlement Class Members within twenty-one (21) days after the Final Settlement Date (as defined below in Paragraph 15).

15. Final Settlement Date: The "Final Settlement Date" shall be the thirty-first (31st) day after the Court enters a final and appealable order and/or judgment approving this Agreement that is without material change to this Agreement or the Proposed Final Approval Order (defined below in Paragraph 21) (the "Final Approval Order"), but only if there is no appeal taken from the Final Approval Order. If an appeal is taken from the Final Approval Order, the Final Settlement Date shall be the date on which a reviewing court affirms the Final Approval Order, dismisses the appeal, or denies review and (i) all avenues of appeal and/or rehearing have been exhausted, or (ii) the time for seeking further appeals and/or a petition for rehearing has expired. If an appeal is taken from the Final Approval Order, then within fourteen (14) days of the filing of any such appeal, the Settlement Administrator shall deposit the Net Settlement Fund into a separate, interest-bearing account, which account must be reasonably acceptable to Class Counsel. If the Final Settlement Date occurs, the interest earned on this account shall serve to increase the Net Settlement Fund and, thus, individual Settlement Class Member Payments. If the Settlement is deemed or declared invalid or void *ab initio* for any reason, then the interest earned on this account shall be included in the refund to Defendants in accordance with Paragraph 13.

16. Reissuance of Checks for Settlement Class Member Payments: Settlement Class Members shall have ninety (90) days from the date a Settlement Class Member Payment check is issued in which to cash or deposit the check. Upon expiration of the ninety (90) day period set forth in the first sentence of this Paragraph, the Settlement Administrator shall re-issue checks to all Settlement Class Members who failed to cash or deposit their initial Settlement Class Member Payment check. These checks shall also have a ninety (90) day expiration period. The funds for Settlement Class Member Payment checks that remain uncashed or undeposited after this expiration date shall be maintained by the Settlement Administrator for a period of at least eighteen (18) months from the Final Settlement Date during which period of time Settlement Class Members who did not timely cash or deposit their Settlement Class Member Payment check shall be allowed to request the Settlement Administrator to re-issue the check upon reasonable verification that it is the actual Settlement Class Member or heir, successor, or executor to the Settlement Class Member. The Settlement Administrator shall use all reasonable efforts to ensure Settlement Class Member Payments are received and cashed by Settlement Class Members. If, at the expiration of the eighteen (18) month period after the Final Settlement Date, Settlement Class Member Payment checks still remain uncashed or undeposited, then any such remaining funds shall be considered "Residual Funds" and distributed in accordance with Paragraph 30 below.

V. INCENTIVE AWARDS AND CLASS COUNSEL'S FEES AND COSTS

17. Named Plaintiffs' Incentive Award: Class Counsel may petition the Court for incentive awards in the amount of Seven Thousand Five Hundred dollars (\$7,500) each to Plaintiffs Central Coast Tobacco Company, LLC and Aguilar Auto Repair, LLC. The incentive awards awarded by the Court shall be paid from the Settlement Fund. Within three (3) business days after the Final Settlement Date, the Settlement Administrator shall deliver to Class Counsel separate checks in the name of Central Coast Tobacco Company, LLC and Aguilar Auto Repair, LLC in the amount of their respective incentive awards awarded by the Court.

18. Class Counsel's Attorneys' Fees and Costs: Class Counsel will petition the Court for an award of attorneys' fees from the Settlement Fund not to exceed one-third (33.33%) of the Settlement Fund, as well as an additional amount to be paid from the Settlement Fund for actual costs. Class Counsel shall file such motion or petition supporting their request for attorneys' fees and costs with the Court no later than thirty-five (35) days prior to the deadline for Settlement Class Members to object to the settlement as set forth below in Paragraph 20. Defendants will not oppose this petition. Within three (3) business days after the Final Settlement Date, the Settlement Administrator shall remit to Class Counsel the entire amount of the attorneys' fees and costs awarded by the Court. If an appeal is taken from the Final Approval Order, however, then (i) within fourteen (14) days of the filing of any such appeal, the Settlement Administrator shall deposit the amount of attorneys' fees and costs awarded by the Court from the Settlement Fund into a separate, interest-bearing account, which account must be reasonably acceptable to Class Counsel; and (ii) the attorneys' fees and costs awarded to Class Counsel shall be disbursed from this interest-bearing account, including all interest, to Class Counsel within three (3) days after the Final Settlement Date. If the Settlement is deemed or declared invalid or void *ab initio* for any reason, then the interest earned on this account shall be included in the refund to Defendants in accordance with Paragraph 13.

VI. RIGHT TO OPT-OUT OR OBJECT

19. Exclusion/Opt-Out Elections: Settlement Class Members may elect not to be part of the Lawsuit and not to be bound by this Agreement (*i.e.*, "opt-out"). To make this election, Settlement Class Members must mail a written letter (the "Opt-Out Election") to the Settlement Administrator at an address specified in the Notice stating: (i) the name and case number of the Lawsuit: *Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265; (ii) the name, address, and telephone number of the Settlement Class Member electing exclusion; (iii) if the Settlement Class Member is a business, the name and title of the person submitting the opt-out election for the Settlement Class Member and a representation that he or she has authority to do so on behalf of the Settlement Class Member; and (iv) a statement to the effect that the Settlement Class Member elects to be excluded from the Lawsuit and elects not to participate in the settlement. Opt-Out Elections must be postmarked no later than forty-nine (49) days after the Notice Date (the "Opt-Out Deadline"). Except for those Settlement Class Members who have properly and timely mailed an Opt-Out Election, all Settlement Class Members will be bound by this Agreement and the Final Approval Order. Within three (3) business days of receiving an Opt-Out Election, the Settlement Administrator shall provide counsel for Defendants and Class Counsel with a copy of the election and a report

indicating the number of Eligible Calls associated with the Settlement Class Member who made the election.

20. Objections: Any Settlement Class Member who has not submitted a timely Opt-Out Election and who wishes to object to the fairness, reasonableness, or adequacy of the proposed settlement, to the attorneys' fees and costs requested by Class Counsel, or the requested incentive awards, must do so by filing a written objection with the Court no later than forty-nine (49) days after the Notice Date (the "Objection Deadline"). It shall be the objector's responsibility to ensure timely receipt of any objection by the Court. To be considered by the Court, the objection must: must (i) clearly identify the case name and number (*Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265), (ii) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, and (iii) be filed or postmarked on or before the Objection Deadline. Settlement Class Members may retain counsel at their own expense to object to the settlement and/or appear at the final approval hearing. If a Settlement Class Member is not a sole proprietorship or is otherwise a separate business entity, it may be required to make its objection or appear at the final approval hearing through an attorney. If a Settlement Class Member makes an objection or appears at the final approval hearing through an attorney, the Settlement Class Member will be responsible for his or her personal attorney's fees and costs. Any Settlement Class Member who fails to file a timely objection shall have waived any right to object to this Agreement and shall not be permitted to object at the final approval hearing and shall be foreclosed from seeking any review of this settlement by appeal or other means.

VII. DISMISSAL AND RELEASE

21. Dismissal: In connection with the motion for final approval of the settlement, the Parties, through counsel, shall submit to the Court a proposed order granting final approval of the settlement and dismissal of the Lawsuit against Defendants with prejudice (the "Proposed Final Approval Order"). The Parties shall jointly agree on the contents of the Proposed Final Approval Order, which shall, among other things, provide that the Court will retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement. All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

22. Plaintiffs and Settlement Class Member Release.

a. Release Upon Final Approval Order: Upon entry of the Final Approval Order, Plaintiffs and each Settlement Class Member who has not timely submitted an Opt-Out Election, on behalf of themselves and each of their respective agents, administrators, employees, representatives, successors, assigns, trustees, joint venturers, partners, legatees, heirs, personal representatives, predecessors, and attorneys (collectively the "Releasing Parties"), hereby jointly and severally release and forever discharge Defendants and First Data Merchants Services, LLC ("First Data") and each of

their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, and predecessors and all of their respective former, present, and future officers, directors, shareholders, indemnitees, employees, agents, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, associates, principals, divisions, insurers, reinsurers, members, brokers, consultants, and vendors and all persons acting by, through, under, or in concert with them, or any of them (collectively, the “Released Parties”), from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of, relating to, or in connection with the calls placed by Wholesale between October 22, 2014 through November 17, 2023 as described in the class definition set forth in Paragraph 23 below (“Eligible Calls”), including but not limited to claims for violation of CIPA, including but not limited to Section 632 and Section 632.7, or any other federal, state, or local statute, regulation, or common law relating to the Eligible Calls (the “Released Claims”).

b. Unknown Claims: Each Releasing Party acknowledges that it may hereafter discover facts different from, or in addition to, those which it now claims or believes to be true with respect to the Released Claims, and agrees that this Agreement shall remain effective in all respects notwithstanding the discovery of such different, additional, or unknown facts. With respect to any and all Released Claims, each Releasing Party hereby expressly waives, and shall be deemed to have waived, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by California Civil Code Section 1542, which section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Releasing Party further shall be deemed to have, and shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to California Civil Code Section 1542. This release applies to any claim any Releasing Party may have arising out of, relating to, or in connection with the Eligible Calls, whether that claim arises under CIPA or any other legal theory or cause of action relating to the calls. For example, if a Settlement Class Member believes that an Eligible Call violated some law other than CIPA or breached a contract, such a claim would be barred by this release. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waivers are a material element of the Agreement of which this release is a part.

VIII. MISCELLANEOUS PROVISIONS

23. Settlement Class Definition: For settlement purposes, the Parties have agreed to define the settlement class as follows:

All businesses or individuals who received a telephone call from The Credit Wholesale Company, Inc. on a telephone in California between October 22, 2014 and November 17, 2023.

Excluded from the class are (i) the Judge and Magistrate Judge presiding over this Lawsuit and members of their immediate families, and (ii) Defendants and their employees, contracted sales agents, subsidiaries, parent companies, successors, and predecessors.

Any business or individual meeting the definition of this class shall be referred to herein as a “Settlement Class Member” and, collectively, as the “Settlement Class” or “Settlement Class Members.”

Defendants dispute that the putative class would be manageable or that issues common to the class predominate over individual issues and deny that the class should be certified on the claims asserted in the Lawsuit. However, solely for the purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose the certification of the Settlement Class, for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(b)(3). Preliminary certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of the putative class or any litigation class is appropriate, nor would Defendants be precluded from opposing class certification in further proceedings in the Lawsuit if this Agreement does not receive final approval. If the Final Settlement Date does not occur for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any proceedings involving Defendants. No agreements made by or entered into by Defendants in connection with this Agreement may be used by Plaintiffs, any Settlement Class Member, or any other persons or entities to establish any of the elements of class certification in any other proceedings against Defendants.

24. Preliminary Approval Motion: Upon full execution of this Agreement, Plaintiff will file a motion for preliminary approval of this class action settlement and to certify a Settlement Class in accordance with the terms of this Agreement. Defendants will not oppose a motion to certify the Settlement Class in accordance with the terms of this Agreement. The motion for preliminary approval shall submit to the Court a proposed order granting preliminary approval of the settlement and certification of the Settlement Class for settlement purposes. The Parties shall jointly agree on the contents of the proposed order (the “Proposed Preliminary Approval Order”).

25. Final Approval Hearing: Contemporaneously with the motion for preliminary approval of the settlement of the Lawsuit, the Parties shall request that the Court schedule a final approval hearing no earlier than thirty-five days (35) days after the Claims Deadline. No later than seven (7) days prior to the final approval hearing, Plaintiffs shall file a motion for final approval of the settlement and entry of the Proposed Final Approval Order. Plaintiffs shall

include with this motion a list of all Settlement Class Members who validly and timely submitted an Opt-Out Election.

26. Status of Lawsuit If Settlement Is Not Approved: This Agreement is being entered into for settlement purposes only. There is no settlement if (i) the Court conditions the preliminary or final approval of this settlement on any substantive modifications of this Agreement (other than modifications to the time periods and dates described herein, additional notice to the class, or other procedural aspects of the Agreement) that are not acceptable to all Parties; (ii) if the Court does not approve this Agreement or enter the Preliminary Approval Order or the Final Approval Order; or (iii) if the Final Settlement Date does not occur for any reason. In such event, then (i) this Agreement is terminated, will be deemed null and void *ab initio*, and no Party shall be bound by any of its terms; (ii) to the extent applicable, any preliminary order approving the settlement or certifying the Settlement Class shall be vacated; (iii) the Parties shall request that the Court, following a further conference with the Parties, establish a schedule for the continuation of the Lawsuit; (iv) there will have been no admission of liability or that a class should be certified and no waiver of any claim or defense of any kind whatsoever; and (v) neither the settlement nor any of its provisions or the fact that this Agreement has been made shall be admissible in the Lawsuit or in any other action for any purpose whatsoever.

27. Right to Set Aside Settlement: Defendants shall have the right to set aside or rescind this Agreement, in the sole exercise of their discretion, if Settlement Class Members who received more than one thousand (1,000) of the Eligible Calls opt out of the settlement. In order to exercise this right, Defendants must inform Class Counsel of their decision to set aside the settlement in writing within fourteen (14) days after the Opt-Out Deadline. In the event Defendants exercise their discretion to set aside the settlement, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this settlement and this Agreement shall have been made without prejudice to the Parties, shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose. All Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. In such event, the Parties to the Lawsuit shall move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Agreement.

28. Additional Claims Period: If the number of Eligible Calls for which a claim was submitted pursuant to Paragraph 4 above is insufficient to exhaust the entire Net Settlement Fund at the maximum payment of Five Thousand Dollars (\$5,000) per Eligible Call, then an additional opportunity for Settlement Class Members to submit a claim shall be offered as follows: Within twenty-one (21) days after the Claims Deadline, the Settlement Administrator shall mail an additional communication and Claim Form to all Settlement Class Members who did not submit a claim and afford them an additional twenty-eight (28) days to submit a claim by mail or online. The Parties will jointly agree on the content of the communication. If, upon expiration of this additional claims period, the number of Eligible Calls for which a claim was submitted is insufficient to exhaust the entire Net Settlement Fund at the maximum payment of Five Thousand Dollars (\$5,000) per Eligible Call, then any such remaining funds shall be

considered “Residual Funds” and distributed in accordance with Paragraph 30 below. Under no circumstances will any of these amounts revert to any of the Defendants.

29. Settlement Class Member Payments Requiring Form W9: If the size of Settlement Class Member Payments requires the Settlement Administrator to obtain a Form W9 from Settlement Class Members, the Settlement Administrator shall use all reasonable efforts to obtain those forms from Settlement Class Members, including the mailing of additional communications to Settlement Class Members. If, at the expiration of the eighteen (18) month period after the Final Settlement Date, funds remain for Settlement Class Member Payments due to the Settlement Class Members’ failure to provide the Settlement Administrator with a Form W9, then any such funds shall be considered “Residual Funds” and distributed in accordance with Paragraph 30.

30. Distribution of Residual Funds and *Cy Pres*: No later than twenty (20) months after the Final Settlement Date, the Settlement Administrator shall distribute the Residual Funds, including those set forth in Paragraphs 16, 28, and 29, on a *pro rata* basis, based on Eligible Calls, to Settlement Class Members who submitted a Form W9; however, in no event will a Settlement Class Member receive payment per Eligible Call in excess of \$5,000. The costs associated with this subsequent distribution may be paid from the Residual Funds. Checks for these subsequent payments shall expire ninety (90) days from issuance. If checks for these payments remain uncashed or undeposited upon expiration date for these checks, or if funds remain after the *pro rata* distribution to Settlement Class Members who submitted a Form W9, then any such remaining funds (less final Settlement Administration Costs) shall be paid to the Electronic Frontier Foundation. Under no circumstances will any of these amounts revert to any of the Defendants.

31. Change of Time Periods: All procedural time periods and dates described in this Agreement are subject to the Court’s approval and subject to modification. These time periods and dates may be changed by the Court or by the Parties’ written agreement with or without notice to the Settlement Class as the Court may direct.

32. Weekend and Holiday Deadlines: If any deadline established by this Agreement falls on a weekend or court holiday, any such deadline shall be deemed to be extended to the next business day.

33. Binding on Successors: Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release same. This Agreement binds and benefits the Parties’ respective successors, assigns, legatees, heirs, and personal representatives. This agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation, or undertaking established herein to any third party as a beneficiary to this Agreement.

34. Entire Agreement: This Agreement and the attached exhibits contain the entire agreement and understanding of the Parties with respect to the matters set forth herein, and constitute the complete, final, and exclusive embodiment of their agreement with respect to the

settlement of the Lawsuit. This Agreement and the attached exhibits supersede any and all prior agreements, negotiations, arrangements, or understandings, whether written or oral, express or implied, between them relating to the subject matter hereof. The Parties agree that there are no understandings with respect to the settlement of the Lawsuit, whether written, oral, express, implied, or otherwise, except as set forth in this Agreement and the attached exhibits, and that in entering into this Agreement, no Party has relied, or is entitled to rely, upon any promise, inducement, representation, statement, assurance, or expectation unless it is contained herein in writing.

35. Exhibits: The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein.

36. Recitals: The Recitals are incorporated by this reference and are part of this Agreement.

37. Modifications and Amendments: No amendment, change, or modification to this Agreement will be valid unless in writing signed by the Parties or their counsel.

38. Construction and Interpretation: Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement. This Agreement has been, and must be construed to have been, drafted by all the Parties to it so that any rule that construes ambiguities against the drafter will have no force or effect.

39. Counterparts: This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement shall be treated as originals.

40. Waiver: Except as set forth above with respect to the Claims Deadline, the Objection Deadline, the Opt-Out Deadline, and the right to set aside the settlement as set forth in Paragraph 27 above, no delay on the part of any Party in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude the further exercise thereof, or the exercise of any other right, power, or remedy. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

41. Governing Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of California and without regard to conflicts of law principles.

42. Attorneys' Fees and Costs: Other than the payment of Class Counsel's attorneys' fees and costs in accordance with Paragraph 18 above and Settlement Administration Costs in accordance with Paragraph 10 above, each Party shall bear their own attorneys' fees and costs relating in any way to the Lawsuit or this Agreement, or the subject matter of any of them.

This Paragraph shall in no way affect any indemnification obligations or separate agreements among Defendants. It is intended only to clarify the obligations between Plaintiffs and Defendants. To the extent this Paragraph conflicts with any indemnification obligations or separate agreements among Defendants, those agreements shall control.

43. Taxes: Under no circumstances will Defendants have any liability for any taxes or tax expenses under this Agreement. Plaintiffs, Class Counsel, Settlement Class Members, and the recipients of any *cy pres* funds are responsible for any taxes on their respective recoveries or awards. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Defendants or Defendants' counsel.

44. No Admission of Liability: This Agreement reflects the Parties' compromise and settlement of disputed claims. Defendants are entering into this Agreement in order to compromise and resolve disputed claims that they believe have no validity so as to avoid further litigation. Defendants, by entering into this Agreement, do not admit liability and, in fact, expressly deny liability. The provisions of this Agreement, and all related drafts, communications and discussions, and any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any Party. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations, actions or proceedings connected with it, shall be admissible as evidence in this Lawsuit or any other pending or future civil, criminal, or administrative action or proceeding for any purpose whatsoever other than seeking preliminary and final approval of this Agreement or in any proceeding brought to enforce this Agreement.

45. Parties Represented by Counsel: The Parties acknowledge that: (i) Plaintiffs have been represented by independent counsel of their own choosing; (ii) Defendants have been represented by independent counsel of their own choosing; (iii) they have read this Agreement and are fully aware of its contents; and (iv) their respective counsel fully explained to them the Agreement and its legal effect. The Parties executed this Agreement voluntarily and without duress or undue influence, and intend to be legally bound by this Agreement.

46. Authorization: The Parties represent that they each have all necessary power and authority to enter into this Agreement and to carry out such Party's obligations hereunder. Each signatory below represents and warrants that he or she is fully entitled and duly authorized to enter into this Agreement on behalf of the Party on whose behalf he or she is signing.

47. Other Communications: Neither the Parties nor their counsel will issue press releases or provide any other statements to the press regarding this settlement, unless all Parties, each in their sole discretion, agree to such press releases or statements. Neither the Parties nor their counsel will make a statement of any kind to any third party regarding the settlement prior to applying for preliminary approval, with the exception of communications with the Settlement Administrator or prospective Settlement Administrators. Neither the Parties nor their counsel shall include content concerning this settlement on their website(s), on social media platforms, or in any promotional publications concerning their services that includes the names of any of the Defendants, unless all Parties, each in their sole discretion, agree to such content.

Notwithstanding the foregoing, this provision (i) shall not prohibit Settlement Class Counsel from communicating with any Settlement Class Member regarding the Lawsuit or this settlement; and (ii) shall not apply to statements made by Defendants or their respective affiliates as part of filings with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 and any related disclosures or communications with shareholders or investors.

48. Support and Cooperation to Obtain Court Approval and in Administering the Settlement: The Parties agree, subject to their legal obligations, to support this Agreement and to cooperate to the extent reasonably necessary in producing information, executing any documents, or taking any additional actions which are consistent with and which may be necessary or appropriate to secure the Court's preliminary and final approval of this Agreement, or to effectuate the terms and administration of this Agreement.

49. Notice to Counsel: All notices to Class Counsel provided for herein shall be sent by overnight mail or courier and email to:

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, Illinois 60602

All notices to counsel for Defendants provided for herein shall be sent by overnight mail or courier and email to:

John Peterson
john.peterson@polsinelli.com
Matthew S. Knoop
mknoop@polsinelli.com
Polsinelli PC
501 Commerce St., Ste. 1300
Nashville, Tennessee 37203
Counsel for Wells Fargo Bank, N.A.

Phyllis B. Sumner
psumner@kslaw.com
Billie B. Pritchard
bpritchard@kslaw.com
King & Spalding, LLP
1180 Peachtree Street, NE
Suite 1600

Atlanta, GA 30309

Counsel for Priority Technology Holdings, Inc. and Priority Payment Systems, LLC

Micah Nash

mnash@delawllp.com

William J. Edelman

wedelman@delawllp.com

Delahunty & Edelman, LLP

4 Embarcadero Center, Ste. 1400

San Francisco, California 94111

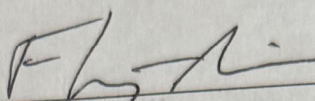
Counsel for The Credit Wholesale Company, Inc.

The notice recipients and addresses designated above may be changed by written notice.

The remainder of this page is intentionally left blank.

Dated: 22 Oct, 2024

CENTRAL COAST TOBACCO COMPANY, LLC



By: Wyatt Miller

Its:

Individually and in a representative capacity

Dated: _____, 2024

AGUILAR AUTO REPAIR, LLC

By: Frank Aguilar

Its:

Individually and in a representative capacity

Dated: _____, 2024

CLASS COUNSEL

Myron M. Cherry, as Class Counsel

Jacie C. Zolna, as Class Counsel

Benjamin R. Swetland, as Class Counsel

Dated: _____, 2024

CENTRAL COAST TOBACCO COMPANY, LLC

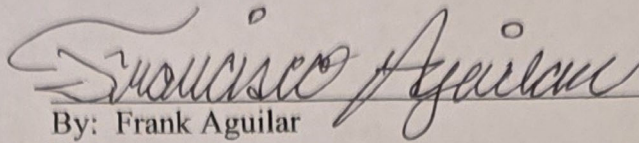
By: Wyatt Miller

Its:

Individually and in a representative capacity

Dated: 10/24, 2024

AGUILAR AUTO REPAIR, LLC



By: Frank Aguilar

Its:

Individually and in a representative capacity

Dated: _____, 2024

CLASS COUNSEL

Myron M. Cherry, as Class Counsel

Jacie C. Zolna, as Class Counsel

Benjamin R. Swetland, as Class Counsel

Dated: _____, 2024

CENTRAL COAST TOBACCO COMPANY, LLC

By: Wyatt Miller

Its:

Individually and in a representative capacity

Dated: _____, 2024

AGUILAR AUTO REPAIR, LLC

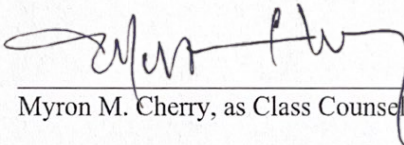
By: Frank Aguilar

Its:

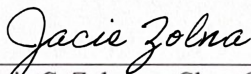
Individually and in a representative capacity

Dated: Oct. 21, 2024

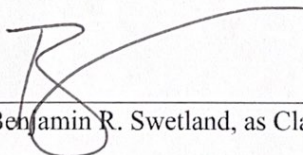
CLASS COUNSEL



Myron M. Cherry, as Class Counsel



Jacie C. Zolna, as Class Counsel

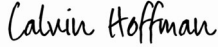


Benjamin R. Swetland, as Class Counsel

Dated: 10/30/2024, 2024

WELLS FARGO BANK, N.A.

Signed by:



By: Calvin Hoffman

Its: Executive Director

Dated: _____, 2024

PRIORITY TECHNOLOGY HOLDINGS, INC.

By:

Its:

Dated: _____, 2024

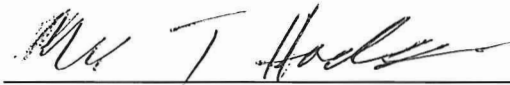
PRIORITY PAYMENT SYSTEMS, LLC

By:

Its:

Dated: October 29, 2024

THE CREDIT WHOLESALE COMPANY, INC



By: Mark T Hodges

Its: CEO

Certificate Of Completion

Envelope Id: 6BF3397A90864AEEB2A34299997117C1

Status: Completed

Subject: Complete with DocuSign: 2024.10.29 - Wholesale Executed-c.pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 0

Tina Mitchell

AutoNav: Enabled

420 Montgomery St.

Enveloped Stamping: Enabled

San Francisco, CA 94104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tina.M.Mitchell@wellsfargo.com

IP Address: 159.45.71.18

Record Tracking

Status: Original

Holder: Tina Mitchell

Location: DocuSign

10/29/2024 1:26:12 PM

Tina.M.Mitchell@wellsfargo.com

Signer Events

Calvin Hoffman

calvin.hoffman@wellsfargo.com

Executive Director

Security Level: Email, Account Authentication
(None)**Signature**

Signed by:

AF61E0B85D76440...

Signature Adoption: Pre-selected Style

Using IP Address: 159.45.133.39

Signed using mobile

Timestamp

Sent: 10/29/2024 1:26:52 PM

Viewed: 10/29/2024 1:28:48 PM

Signed: 10/30/2024 6:35:57 AM

Electronic Record and Signature Disclosure:

Accepted: 10/29/2024 1:28:48 PM

ID: 37fcb5fb-76ce-4310-931a-6bfccd416d69

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Certified Delivered

Security Checked

10/29/2024 1:28:48 PM

Signing Complete

Security Checked

10/30/2024 6:35:57 AM

Completed

Security Checked

10/30/2024 6:35:57 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Dated: _____, 2024

WELLS FARGO BANK, N.A.

By:

Its:

Dated: _____, 2024

PRIORITY TECHNOLOGY HOLDINGS, INC.

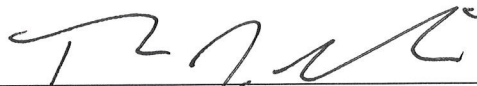


By: Bradley J. Miller

Its: General Counsel and Chief Risk Officer

Dated: _____, 2024

PRIORITY PAYMENT SYSTEMS, LLC



By: Bradley J. Miller

Its: General Counsel and Chief Risk Officer

Dated: _____, 2024

THE CREDIT WHOLESALE COMPANY, INC

By:

Its:

Exhibit 1

You or your business are eligible to share in a \$19,500,000 settlement if you sign and return the attached claim form or if you submit a claim online at [\[insert settlement website address\]](#) by [\[date\]](#). **The estimated minimum settlement payment is approximately \$ [] for each eligible call you received from The Credit Wholesale Company, Inc. and could be as high as \$5,000 per call, but you need to submit a claim to receive payment.**

Para una notificación en español, visite [\[insert settlement website address\]](#)

What is this notice about?

On [\[insert date\]](#), the United States District Court for the Northern District of California granted preliminary approval of this class action settlement. The Court directed the parties to send this notice. This notice summarizes the proposed settlement. A Long Form Notice, the settlement agreement, and other information can be viewed at [\[insert settlement website address\]](#).

What is the Lawsuit about?

The lawsuit, entitled *Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265 (the “Lawsuit”), alleges that The Credit Wholesale Company, Inc. (“Wholesale”) recorded certain calls to California residents without disclosing that the call was being recorded in violation of the California Invasion of Privacy Act. The Lawsuit further alleged that the purpose of these calls was to set appointments to sell credit card processing equipment and services on behalf of Wells Fargo Bank, N.A., Priority Technology Holdings, Inc., and Priority Payment Systems, LLC, all of whom, along with Wholesale, are named as defendants in the Lawsuit. Defendants deny any wrongdoing or liability in connection with the Lawsuit. The Court has not decided who is right.

How do you get a payment?

In order to receive a settlement payment you must complete and sign the attached claim form for yourself or your business and mail it to the settlement administrator, or you can submit your claim online at [\[insert settlement website address\]](#), by the DUE DATE of [\[insert date\]](#). Settlement payments will only be issued if the proposed settlement is granted final approval by the Court.

Who is affected?

You may be eligible to receive a payment if you or your business received a call from Wholesale on a telephone in California between October 22, 2014 and November 17, 2023.

What are your other options?

If you do not want to be legally bound by the settlement, you may send a request for exclusion (“opt-out”). You will not receive any money, but you will keep your right to sue Defendants for the claims in this case. If you do not opt-out, you may object to the settlement. You will still be bound by the settlement if your objection is rejected. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. For details on how to opt-out or object, read the Long Form Notice available at [\[insert settlement website address\]](#). Opt-outs and objections must be postmarked by [\[insert date\]](#). The Court will hold a Fairness Hearing on [\[insert date and time\]](#) to consider whether to approve the settlement, attorneys’ fees up to one-third of the settlement fund, costs of approximately \$30,000-\$35,000, and incentive awards of \$7,500 to the two Plaintiffs. These amounts will be deducted from the \$19,500,000 settlement fund. You may ask to attend the Fairness Hearing, on your own or through counsel, but you do

not have to do so. The date and time of the final approval hearing may change without further notice to the class. You can check to see if the time, manner, or location of the final approval hearing has changed by accessing the Court docket in this case, for a fee, at <https://ecf.cand.uscourts.gov> or at [insert settlement website address].

Who are the lawyers for Plaintiffs and class members?

The following lawyers are serving as Class Counsel: Myron M. Cherry, Jacie C. Zolna, and Benjamin R. Swetland of Myron M. Cherry & Associates, LLC, 30 North LaSalle Street, Suite 2300, Chicago, Illinois 60602. Class Counsel can be contacted at jzolna@cherry-law.com or (312) 372-2100.

CLAIM FORM

Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al. Case No. 3:23-cv-06265
United States District Court for the Northern District of California

Claim ID:

PIN Code:

INSTRUCTIONS: Please sign below and return this Claim Form by mail. No postage is necessary if you detach and mail this postcard Claim Form.

In order to receive your settlement payment, you must submit your claim no later than [insert date] by mailing this Claim Form to the settlement administrator or by submitting a claim online at [insert website address]. If your settlement payment is in excess of \$600, you will be required by law to submit a Form W9 to the settlement administrator either by mail or secure online portal. In the event your settlement payment is in excess of \$600, further instructions will follow on how to submit your Form W9.

Call records reflect that you received at least one call from The Wholesale Credit Company, Inc. between October 22, 2014 and November 17, 2023. By signing below you affirm that you have the authority to submit this Claim Form on behalf of the person or business identified above, and that, to the best of your knowledge, during the timeframe referenced above the person(s) who received calls did so in California.

Dated: _____

Signature: _____

Exhibit 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

AGUILAR AUTO REPAIR, LLC, *et al.*,

Plaintiffs,

v.

WELLS FARGO BANK, N.A., *et al.*,

Defendants.

)
)
) **Case No. 3:23-cv-06265**
)
)
)
)
)
)
)

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES
TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND
CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Call records indicate that you or your business received at least one telephone call from The Credit Wholesale Company, Inc. between October 22, 2014 and November 17, 2023. Based on those records, you or your business are eligible for a settlement payment if you sign and return a claim form or if you submit a claim online at [insert settlement website address] on or before [date].

The settlement provides for an **estimated minimum payment of approximately \$ [redacted] for each eligible call you received and could be as high as \$5,000 per call**, but you need to submit a claim as described below in order to be eligible to receive payment.

I. What is this notice about?

This Notice is being sent to notify you of a class action lawsuit regarding the recording of certain calls to California businesses. On [insert date], the Court preliminarily approved a settlement of the Lawsuit. The purpose of this Notice is to inform you of the Lawsuit and the proposed settlement. In addition, this Notice will advise you of what to do if you want to remain a part of the Lawsuit, what to do if you want to be excluded from the Lawsuit, and how joining or not joining the Lawsuit may affect your legal rights.

II. What is the Lawsuit about?

The class action lawsuit was filed on October 10, 2023 and is currently pending in the United States District Court for the Northern District of California, entitled *Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265 (the “Lawsuit”). The Lawsuit alleged that an independent sales organization named The Credit Wholesale Company, Inc. (“Wholesale”) recorded certain calls to California residents without disclosing the fact that the call was being recorded in violation of Sections 632 and 632.7 of the California Invasion of Privacy Act (“CIPA”). The Lawsuit further alleged that the purpose of these calls was to set in-person sales appointments with the businesses to sell credit card processing equipment and services on behalf of Wells Fargo Bank, N.A. (“Wells Fargo”) and Priority Technology Holdings, Inc. and Priority Payment Systems, LLC (together, “Priority”), all of whom, along with Wholesale, are named as defendants in the Lawsuit. Defendants deny any wrongdoing or liability in connection with the Lawsuit.

III. What are the benefits of the proposed settlement?

Under the proposed settlement, Defendants will make a payment of \$19,500,000 to create a fund on behalf of the Settlement Class Members (the “Settlement Fund”). Settlement Class Members who do not exclude themselves from the Lawsuit are eligible for a cash payment from the Settlement Fund for each call that is covered under the class definition set forth in Section VII below (an “Eligible Call” as defined in the Settlement Agreement). Settlement Class Members who received multiple Eligible Calls are entitled to a cash payment for each Eligible Call. The minimum cash payment for each Eligible Call is estimated to be approximately \$[redacted], but could be as high as \$5,000 per call depending on how many claims are submitted. It is not possible at this time, however, to know the exact amount of each payment. In addition to monetary relief, Defendant Wholesale has agreed not to record appointment-setting calls to California businesses unless it discloses at the outset of the call that the call is being recorded. Defendants will also pay settlement administration costs up to \$200,000.

IV. How do I receive a settlement payment?

In order to receive the cash payment described in this Notice you must complete and sign the claim form that was mailed to you and mail it to the Settlement Administrator, or you can submit your claim online through the settlement website at [insert settlement website address], by the DUE DATE of [insert date].

Regardless of whether you mail the claim form or submit a claim online, **you must do so by the DUE DATE of [insert date]** to be eligible to receive a payment. Settlement payments will only be issued if the proposed settlement is granted final approval by the Court. If your settlement payment is in excess of \$600, you will be required by law to submit a Form W9 to the Settlement Administrator either by mail or secure online portal in order to receive any payment in excess of \$600. In the event your settlement payment is in excess of \$600, further instructions will follow on how to submit your Form W9.

V. Why is there a proposed settlement?

The Court has not decided in favor of either side in the Lawsuit. Plaintiffs and Class Counsel believe the claims have merit. Defendants do not believe the claims have merit. Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation. Plaintiffs and Class Counsel believe that the proposed settlement is in the best interest of Settlement Class Members because it provides appropriate recovery and other relief now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals, including the possibility of no recovery for Settlement Class Members whatsoever.

VI. What is a class action lawsuit?

A class action lawsuit is a legal action in which one or more people represent a large group, or class, of people. The purpose of a class action lawsuit is to resolve at one time similar legal claims of the members of the group.

VII. Who is in the class?

On [insert date], the Court certified the Lawsuit as a class action for settlement purposes and defined the class as follows:

All businesses or individuals who received a telephone call from The Credit Wholesale Company, Inc. on a telephone in California between October 22, 2014 and November 17, 2023.

Any business meeting this definition shall be referred to herein as a “Settlement Class Member” and, collectively, as the “Settlement Class” or “Settlement Class Members.”

VIII. When and where is the final approval hearing?

The final approval hearing has been set for [insert date and time] before the Honorable Araceli Martínez-Olguín in Courtroom 10 (19th Floor) at 450 Golden Gate Avenue, San Francisco, California 94102. The date and time of the final approval hearing may change without further notice to the class. You can check to see if the time, manner, or location of the final approval hearing has changed by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> or by checking the settlement website at [insert settlement website address].

The Court will hear any comments from the parties or objections concerning the fairness of the proposed settlement at the final approval hearing, including the amount requested for attorneys’ fees and costs or the requested incentive awards. You **do not** need to attend the final approval hearing to remain a Settlement Class Member or to obtain any benefits under the proposed settlement. You or your attorney may attend the hearing, at your own expense. You do not need to attend this hearing to have a properly filed and served written objection considered by the Court.

IX. How can I be excluded from the Lawsuit and the settlement?

Any Settlement Class Member has the right to be excluded from the Lawsuit by written request. If you wish to be excluded from the case, you must mail a written request to the Settlement Administrator at the address set forth below stating that you want to be excluded from the class. All exclusion requests must include (i) the name and case number of the Lawsuit: *Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265; (ii) the name, address, and telephone number of the Settlement Class Member electing exclusion; (iii) if the Settlement Class member is a business, the name and title of the person submitting the opt-out election for the Settlement Class Member and a representation that he or she has authority to make such an election on behalf of the Settlement Class Member; and (iv) a statement to the effect that the Settlement Class Member elects to be excluded from the Lawsuit and elects not to participate in the settlement. A Settlement Class Member’s exclusion request must be postmarked no later than **the DUE DATE of [insert date]** and sent to the following address: [insert mailing address]. If you properly and timely elect to be excluded from the case, you will not have any rights as a Settlement Class Member pursuant to the proposed settlement, you will not be eligible to receive any monetary payment under the proposed settlement, you will not be bound by any further orders or the judgment entered in the Lawsuit, and you will remain able to pursue any claims alleged in the Lawsuit against Defendants on your own and at your own expense and with your own counsel. If you proceed on an individual basis after being excluded from the Lawsuit you may receive more, or less, of a benefit than you would otherwise receive under this proposed settlement or no benefit at all. If you do not exclude yourself from the case, you will be deemed to have consented to the Court’s jurisdiction and to have released the claims at issue against Defendants as explained below, and will otherwise be bound by the proposed settlement.

X. How can I object to the settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you should object. Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the final approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (i) clearly identify the case name and number (*Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265), (ii) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, and (iii) be filed or postmarked on or before [insert date].

If a Settlement Class Member is not an individual or sole proprietorship or is otherwise a separate business entity, it may be required to make its objection or appear at the final approval hearing through an attorney. Any Settlement Class Member who fails to file a timely objection shall have waived any right to object to the Settlement Agreement and shall not be permitted to object at the final approval hearing and shall be foreclosed from seeking any review of this settlement by appeal or other means.

XI. What is the effect of final settlement approval?

If the Court approves the proposed settlement after the final approval hearing, it will enter a judgment dismissing the Lawsuit with prejudice and releasing all claims as described in this paragraph. If you do not exclude yourself from the case, the proposed settlement will be your sole mechanism for obtaining any relief. All Settlement Class Members who do not timely elect to opt out of the proposed settlement, and each of their respective agents, administrators, employees, representatives, successors, assigns, trustees, joint venturers, partners, legatees, heirs, personal representatives, predecessors, and attorneys release and forever discharge Defendants and First Data Merchants Services, LLC and each of their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, and predecessors and all of their respective former, present, and future officers, directors, shareholders, indemnitees, employees, agents, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, associates, principals, divisions, insurers, reinsurers, members, brokers, consultants, and vendors and all persons acting by, through, under, or in concert with them, or any of them, from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of, relating to, or in connection with the calls placed by Wholesale between October 22, 2014 through November 17, 2023 as described in the class definition set forth above ("Eligible Calls"), including but not limited claims for violation of CIPA, including but not limited to Section 632 and Section 632.7, or any other federal, state, or local statute, regulation, or common law relating to the Eligible Calls.

If the proposed settlement is not approved, the Lawsuit will proceed as if no settlement had been reached. There can be no assurance that if the settlement is not approved and the Lawsuit resumes that Settlement Class Members will recover more than what is provided for under the proposed settlement or will recover anything at all.

XII. Who are the lawyers for Plaintiffs and class members?

The following lawyers ("Class Counsel") are serving as counsel for the Settlement Class:

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Myron M. Cherry & Associates, LLC

30 North LaSalle Street, Suite 2300
Chicago, Illinois 60602
(312) 372-2100 (telephone)
(312) 853-0279 (facsimile)

From the beginning of the case to the present, Class Counsel has not received any payment for their services in prosecuting the Lawsuit or in obtaining this proposed settlement, nor have they been reimbursed for any out-of-pocket costs they have incurred. Class Counsel will apply to the Court for an award of attorneys' fees in the amount of no more than one-third (33.33%) of the Settlement Fund, as well as an additional amount for partial reimbursement of actual costs, which Class Counsel currently estimates will be between \$30,000-\$35,000. If the Court approves Class Counsel's petition for fees and costs, it will be paid from the Settlement Fund. Settlement Class Members will not have to pay anything toward the fees or costs of Class Counsel. You do not need to hire your own lawyer because Class Counsel is working on your behalf and will seek final approval of the settlement on behalf of the Settlement Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

Class Counsel may also petition the Court for incentive awards in the amount of \$7,500 each to the Settlement Class representatives who helped Class Counsel on behalf of the whole Settlement Class.

XIII. Where can I get more information about the Lawsuit?

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at [insert settlement website address], by contacting the Settlement Administrator at [REDACTED], by contacting Class Counsel listed above, by accessing the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE OR DEFENDANTS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Dated: [INSERT DATE]

BY ORDER OF THE UNITED STATES DISTRICT COURT

Ex. C

UNITED STATES DISTRICT COURT
NORTHER DISTRICT OF CALIFORNIA

AGUILAR AUTO REPAIR, INC. and
CENTRAL COAST TOBACCO
COMPANY,
LLC, individually and on behalf of all
others
similarly situated,

Plaintiffs,

vs.

WELLS FARGO BANK, N.A.,
PRIORITY
TECHNOLOGY HOLDINGS, INC.,
PRIORITY
PAYMENT SYSTEMS, LLC, and THE
CREDIT
WHOLESALE COMPANY, INC.,

Defendants.

Case No. 3:23-cv-06265-AMO

CLASS ACTION

**DECLARATION OF FRANK CORDOVA
RE: NOTICE PROCEDURES**

I, Frank Cordova, declare and state as follows:

1. I am a Senior Case Manager with Verita Global f/k/a KCC Class Action Services, LLC (“KCC”), located at El Segundo, CA. Pursuant to the PRELIMINARY APPROVAL ORDER dated January 24, 2025, the Court appointed Verita Global as the Claims Administrator in connection with the proposed Settlement of the above-captioned Action.¹ I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

CAFA NOTIFICATION

2. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. Section 1715, Verita Global compiled a CD-ROM containing the following documents: Class Action Complaint; Amended Class Action Complaint; Motion for Preliminary Approval Order with Exhibits; Long Form Notice; Claim Form; Settlement Agreement, and a cover letter (collectively, the “CAFA Notice Packet”). A copy of the cover letter is attached hereto as Exhibit A.

3. On November 15, 2024, Verita Global caused 57 CAFA Notice Packets to be mailed via Priority Mail from the U.S. Post Office in Memphis, Tennessee to the parties listed on Exhibit B, i.e., the U.S. Attorney General, the Attorneys General of each of the 57 states in which Settlement Class Members reside and the District of Columbia, as well as the parties of interest to this Action.

4. As of the date of this Declaration, Verita Global has received no response to the CAFA Notice Packet from any of the recipients identified in paragraph 3 above.

CLASS LIST

5. On October 24, 2024, Verita Global received from Myron M. Cherry & Associates, LLC two data files entitled “Vonage Call Data” and “Cloudli Call Data” which list the date and phone number of all calls that were placed, and a separate spreadsheet (1 file) entitled “Wholesale Agent Phone Numbers” that contains phone numbers that need to be excluded from the other lists as this list represents phone numbers associated with employees of the defendants who are not Class Members. The first two files (Vonage and Cloudli) represent the call logs that contain the whole

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement, dated October 16, 2024 (the “Stipulation”) and/or the Preliminary Approval Order.

1 universe of phone calls placed by the defendants. Each row refers to an individual call and contains
2 the recipient's number. Please note some Class Members received multiple calls. Our Data Analyst
3 team performed a cross-comparison and combined the two data files together into a single file.
4 Subsequently, the combined file was compared to the third spreadsheet (Wholesale Agent Phone
5 Numbers) to remove any calls to employees from the final list of Class Members. In short, Vonage
6 Call Data file + Cloudli Call Data file – Wholesale Agent Phone Numbers file = all calls/class
7 members. Our data preparation summary is as follows, the Cloudli Call Data file included 101,058
8 calls, and the Vonage Call Data file included 50,906 calls totaling 151,964 calls. There were 2,954
9 calls to agent phones which translated to a total of 149,010 net calls in connection with 92,668
10 unique phone numbers.

11 6. On November 29, 2024, Verita Global submitted 92,668 unique phone numbers
12 with a third-party vendor for a reverse phone search. On December 3, 2024, Verita Global received
13 88,074 names and addresses from that search, and 72 without a complete name and mailing address.
14 The 4,542 records that did not yield results were submitted through a second third-party vendor.
15 We received 1,244 names and addresses and 3,298 without any hits. As a result of the two searches,
16 we arrived at a total of 89,418 hits with valid names and addresses, and 3,250 phone numbers with
17 no names and addresses translating to 92,668 records.

18 7. However, our Data Analyst team identified multiple names and addresses that were
19 tied to the same phone number on the call lists. Class Counsel directed Verita Global to choose the
20 record closest to when the call was placed and this led to an increased size of the class list due to
21 the multiple owners of the same phone number being included. Verita Global ultimately arrived at
22 a final count of eligible records totaling 102,416 and after reducing the 3,250 eligible phone
23 numbers with no name and addresses Verita Global noticed 99,166 Class Members. Verita Global
24 formatted the list for mailing purposes and processed the names and addresses through the National
25 Change of Address Database ("NCOA") to update any addresses on file with the United States
26 Postal Service ("USPS"). A total of 2,550 addresses were found and updated via NCOA. Verita
27 Global updated its proprietary database with the Class List.
28

MAILING OF THE NOTICE

8. On February 14, 2025, Verita Global caused the Postcard Notice to be printed and mailed to the 99,166 names and mailing addresses in the Class List. A true and correct copy of the Postcard Notice is attached hereto as Exhibit C.

9. Since mailing the Notice Packets to the Class Members, Verita Global has received 759 Notice Packets returned by the USPS with forwarding addresses. Verita Global immediately caused Notice Packets to be re-mailed to the forwarding addresses supplied by the USPS.

10. Since mailing the Notice Packets to the Class Members, Verita Global has received 15,770 Notice Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or other public source databases, Verita Global performed address searches for these undeliverable Notice Packets and was able to find updated addresses for 908 Class Members. Verita Global promptly re-mailed Notice Packets to the found new addresses.

PUBLICATION NOTICE

11. Verita Global purchased 7,000,000 impressions to be distributed programmatically via various websites and mobile apps, as well as on Facebook from February 14, 2025, through March 15, 2025. The impressions were targeted to adults 18 years of age or older in California. A total of 7,328,755 impressions were delivered, resulting in an additional 328,755 impressions at no extra charge. Confirmation of the digital media notices as they appeared on a variety of websites and on Facebook is attached hereto as Exhibit D.

SETTLEMENT WEBSITE

12. On or about February 13, 2025 Verita Global established a website www.callrecordingclassaction.com dedicated to this matter to provide information to the Class Members and to answer frequently asked questions. The website URL was set forth in the Postcard, Long Form Notice, and Claim Form. Visitors of the website can download copies of the Long Form Notice in English and Spanish, and other case-related documents. A true and correct copy of the Long Form Notice is attached hereto as Exhibit E. As of May 12, 2025, the website has 1,589,647 users, 1,653,912 sessions/hits (active visits to the website), and 8,941,327 page views of the website.

TELEPHONE HOTLINE

13. Verita Global established and continues to maintain a toll-free telephone number 1-888-733-1544 for potential Class Members to call and obtain information about the Settlement. The automated telephone hotline became operational on February 13, 2025, and is accessible 24 hours a day, 7 days a week. The automated phone line included a punch through feature to speak with a live operator for three weeks from February 14, 2025 to March 10, 2025. As of May 12, 2025, Verita Global has received a total of 650 calls to the telephone hotline.

CLAIM FORMS

14. The postmarked deadline for Class Members to file claims in this matter was April 18, 2025. As of May 12, 2025, Verita Global has received 18,890 timely-filed claim forms, 19 late-filed claims forms, and 9 claim forms received late with the postmarked date missing for a total of 18,918 claim forms. The parties have agreed to accept the late-filed claim forms. Verita Global also received 69 claims forms with a missing signature. Verita Global will send a follow up communication to these claimants requesting they submit a signed claim form. During its standard data review, Verita Global identified 7,230 claims where the claimant entered an eligible phone number (one that received an eligible call) to begin their online claim submission, but then entered a different phone number when completing the claim submission. In order to fully verify these claims and avoid duplicates, Verita Global will release an email to these claimants directing them to confirm the phone number at which calls were received.

PRELIMINARY SETTLEMENT AWARD CALCULATIONS

15. KCC has preliminarily calculated the Class Member settlement awards. These calculations are based on the assumptions that the gross settlement amount is \$19,700,000.00 and from that amount, deductions are made for: (a) attorneys' fees (\$6,500,000.00); (b) attorneys' costs (\$33,437.25); (c) named plaintiff incentive awards (\$15,000.00); and (d) administration costs (\$278,129.90). The remaining amount (\$12,873,432.85 (the "Net Settlement Fund") will be allocated pursuant to the terms of the settlement to those Class Members preliminarily approved for payment.

16. Based on these preliminary figures, the total estimated share per eligible call is

1 \$680.49. An estimated 18,918 Class Members are eligible to receive a settlement payment. These
2 figures are preliminary and subject to change based on further verification and claims processing
3 and subject to the Court's final approval order.

4 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

5 17. The Notice informs Class Members that requests for exclusion from the Class must
6 be postmarked no later than April 4, 2025. As of the date of this declaration, Verita Global has
7 received one request for exclusion. The identification of the Class Member requesting to be
8 excluded is attached hereto as Exhibit F.

9 **OBJECTIONS TO THE SETTLEMENT**

10 18. The postmarked deadline for Class Members to object to the settlement was April
11 4, 2025. As of the date of this declaration, Verita Global has received no objections to the
12 settlement.

13 **ADMINISTRATION COSTS**

14 19. As of May 12, 2025, Verita Global estimates its total cost of administration to be
15 \$278,129.90. This amount includes costs to date as well as through the completion of this matter.

16 20. Verita Global's estimated fees and charges are based on certain information
17 provided to Verita Global by the parties as well as significant assumptions. Accordingly, the
18 estimate is not intended to limit Verita Global's actual fees and charges, which may be less or more
19 than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

20 I declare under penalty of perjury under the laws of the United States of America that the
21 foregoing is true and correct.

22 Executed on May 13, 2025 at El Segundo, CA

23 *Frank Cordova*

24 _____
25 Frank Cordova
26
27
28

Exhibit A



veritaglobal.com

1 McInnis Parkway
Suite 250
San Rafael, CA 94903

November 15, 2024

VIA PRIORITY MAIL

«First» «Last»
«Company_1»
«Company_2»
«Address_2»
«Address_1»
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

Verita Global is the independent third-party Administrator in a putative class action lawsuit entitled *Aguilar Auto Repair, Inc. and Central Coast Tobacco Co., LLC v. Wells Fargo Bank, N.A., Priority Technology Holdings, Inc., Priority Payment Systems, LLC and the Credit Wholesale Company, Inc.*, Case No. 3:23-cv-06265-AMO. Polsinelli PC represents Wells Fargo Bank, N.A., King & Spalding LLP represents Priority Technology Holdings, Inc. and Priority Payment Systems, LLC, and Delahunty & Edelman LLP represents the Credit Wholesale Company, Inc. (collectively, “Defendants”) in that Action. The lawsuit is pending before the Honorable Araceli Martínez-Olguín in the United States District Court for the Northern District of California, San Francisco Division. This letter is to advise you that Aguilar Auto Repair, Inc. and Central Coast Tobacco Co., LLC (“Plaintiffs”) filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on November 7, 2024.

Case Name: *Aguilar Auto Repair, Inc. and Central Coast Tobacco Co., LLC v. Wells Fargo Bank, N.A., Priority Technology Holdings, Inc., Priority Payment Systems, LLC and the Credit Wholesale Company, Inc.*

Case Number: 3:23-cv-06265-AMO



«First» «Last»
November 15, 2024
Page 2

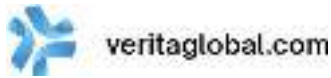
Jurisdiction: United States District Court,
Northern District of California
San Francisco Division

Date Settlement

Filed with Court: November 7, 2024

Defendants deny any wrongdoing or liability whatsoever but have decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint* and the *Amended Class Action Complaint* are included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** As of November 15, 2024, the Court has not yet scheduled a final fairness hearing in this matter. Plaintiffs filed a *Motion for Preliminary Approval* requesting that the Honorable Araceli Martínez-Olguín preliminarily approve the proposed Settlement. A copy of the *Motion for Preliminary Approval with Exhibits* is included on the enclosed CD.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the proposed *Long Form Notice* and the *Claim Form* to be provided to the class are included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of November 15, 2024, no other settlement or agreement has been entered into by the Parties to this Action with each other, either directly or by and through their respective counsel.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of November 15, 2024, nor have any Notices of Dismissal been granted at this time.



«First» «Last»
November 15, 2024
Page 3

7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** While Defendants and Verita are in the process of gathering information on this issue, pursuant to 28 U.S.C. § 1715(b)(7)(A) At this time, a complete list of names of class members as well as each State of residence is not available because the parties do not presently know the names or current addresses of all the proposed settlement class members and will not learn this information until the Settlement is preliminarily approved and the Court authorizes dissemination of information about the Settlement through the Class Notice. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that there are approximately 72,000 individuals in the class.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. As of November 15, 2024, there has been no written judicial opinion related to the settlement.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that Defendants can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/
Fred Webb,
Case Coordinator

Enclosure – CD ROM

Exhibit B

Last	Company 1	City	State	Zip	Priority Mail Tracking Nos.
Garland	Attorney General of the United States	Washington	DC	20530-0001	9405511206211920434913
Taylor	Office of the Alaska Attorney General	Anchorage	AK	99501-1994	9405511206211920434975
Marshall	Office of the Alabama Attorney General	Montgomery	AL	36130-0152	9405511206211920434630
Griffin	Arkansas Attorney General Office	Little Rock	AR	72201-2610	9405511206211920434319
Mayes	Office of the Arizona Attorney General	Phoenix	AZ	85004	9405511206211920434388
CAFA Coordinator	Office of the Attorney General	San Francisco	CA	94102	9405511206211920434043
Weiser	Office of the Colorado Attorney General	Denver	CO	80203	9405511206211920434494
Tong	State of Connecticut Attorney General	Hartford	CT	06106	9405511206211920434579
Schwalb	District of Columbia Attorney General	Washington	DC	20001	9405511206211920435231
Jennings	Delaware Attorney General	Wilmington	DE	19801	9405511206211920435873
Moody	Office of the Attorney General of Florida	Tallahassee	FL	32399-1050	9405511206211920435774
Carr	Office of the Georgia Attorney General	Atlanta	GA	30334-1300	9405511206211920435941
Lopez	Office of the Hawaii Attorney General	Honolulu	HI	96813	9405511206211920435637
Bird	Iowa Attorney General	Des Moines	IA	50319	9405511206211920435354
Labrador	State of Idaho Attorney General's Office	Boise	ID	83720-1000	9405511206211920435064
Raoul	Illinois Attorney General	Chicago	IL	60601	9405511206211920435460
Rokita	Indiana Attorney General's Office	Indianapolis	IN	46204	9405511206211920435569
Kobach	Kansas Attorney General	Topeka	KS	66612-1597	9405511206211920435576
Coleman	Office of the Kentucky Attorney General	Frankfort	KY	40601-3449	9405511206211920432247
Murrill	Office of the Louisiana Attorney General	Baton Rouge	LA	70802	9405511206211920432872
Campbell	Attorney General of Massachusetts	Boston	MA	02108-1698	9405511206211920432797
Brown	Office of the Maryland Attorney General	Baltimore	MD	21202-2202	9405511206211920432926
Frey	Office of the Maine Attorney General	Augusta	ME	04333	9405511206211920432933
Nessel	Office of the Michigan Attorney General	Lansing	MI	48909-0212	9405511206211920432643
Keith Ellison	Attention: CAFA Coordinator	St. Paul	MN	55101-2131	9405511206211920432193
Bailey	Missouri Attorney General's Office	Jefferson City	MO	65101	9405511206211920432360
Fitch	Mississippi Attorney General's Office	Jackson	MS	39205	9405511206211920432414
Knudsen	Office of the Montana Attorney General	Helena	MT	59620-1401	9405511206211920432483
Stein	North Carolina Attorney General	Raleigh	NC	27602-0629	9405511206211920432537
Hilgers	Office of the Nebraska Attorney General	Lincoln	NE	68509-8920	9405511206211920430816
Ford	Nevada Attorney General	Carson City	NV	89701	9405511206211920430755
Formella	New Hampshire Attorney General	Concord	NH	03301-6397	9405511206211920430779
Platkin	Office of the New Jersey Attorney General	Trenton	NJ	08625-0080	9405511206211920430694
Torrez	Office of the New Mexico Attorney General	Santa Fe	NM	87504-1508	9405511206211920430397
James	Office of the New York Attorney General	Albany	NY	12224-0341	9405511206211920430069
Wrigley	North Dakota Office of the Attorney General	Bismarck	ND	58505-0040	9405511206211920438775
Yost	Ohio Attorney General	Columbus	OH	43215	9405511206211920438966
Drummond	Oklahoma Office of the Attorney General	Oklahoma City	OK	73105	9405511206211920438669
Rosenblum	Office of the Oregon Attorney General	Salem	OR	97301-4096	9405511206211920438638
Henry	Pennsylvania Office of the Attorney General	Harrisburg	PA	17120	9405511206211920438195
Neronha	Rhode Island Office of the Attorney General	Providence	RI	02903	9405511206211920438300
Wilson	South Carolina Attorney General	Columbia	SC	29211	9405511206211920438010
Jackley	South Dakota Office of the Attorney General	Pierre	SD	57501-8501	9405511206211920438096
Skrmetti	Tennessee Attorney General and Reporter	Nashville	TN	37243	9405511206211920438485
Paxton	Attorney General of Texas	Austin	TX	78711-2548	9405511206211920438522
Reyes	Utah Office of the Attorney General	Salt Lake City	UT	84114-2320	9405511206211920437242
Clark	Office of the Attorney General of Vermont	Montpelier	VT	05609-1001	9405511206211920437815
Miyares	Office of the Virginia Attorney General	Richmond	VA	23219	9405511206211920437754
Ferguson	Washington State Attorney General	Olympia	WA	98504-0100	9405511206211920437990
Morrissey	West Virginia Attorney General	Charleston	WV	25305	9405511206211920437648
Kaul	Office of the Wisconsin Attorney General	Madison	WI	53707-7857	9405511206211920437129
Hill	Office of the Wyoming Attorney General	Cheyenne	WY	82002	9405511206211920437143
Ala'ilima-Utu	American Samoa Gov't	Utulei	AS	96799	9405511206211920437365
Moylan	Office of the Attorney General, ITC Building	Tamuning	Guam	96913	9405511206211920437051
Manibusan	Northern Mariana Islands Attorney General	Saipan	MP	96950-8907	9405511206211920437037
Hernández	Puerto Rico Attorney General	San Juan	PR	00918	9405511206211920437433
Rhea	Virgin Islands Acting Atty. General, DOJ	St. Thomas	VI	00802	9405511206211920437594

Exhibit C

on of your business are eligible to share in a \$19,500,000 settlement if you sign and return the attached Claim Form or if you submit a claim online at www.CallRecordingClassAction.com by **April 11, 2025**. **The estimated minimum settlement payment is approximately \$86 for each eligible call you received from The Credit Wholesale Company, Inc. and could be as high as \$5,000 per call**, but you need to submit a claim to receive payment.

Usted o su empresa son elegibles para participar en un acuerdo de \$19,500,000 si firma y devuelve el formulario de reclamo adjunto o si presenta un reclamo en línea en www.CallRecordingClassAction.com antes del **11 de abril de 2025**. **El pago mínimo estimado del acuerdo es aproximadamente \$86 por cada llamada elegible que recibió de The Credit Wholesale Company, Inc. y podría llegar hasta \$5,000 por llamada**, pero debe presentar un reclamo para recibir el pago. Para una notificación en español, visite www.CallRecordingClassAction.com.



VISIT THE
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THE PROVIDED
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WEAG

Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al. Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

«3of9 Barcode»
«BARCODE»
Postal Service: Please do not mark barcode
WEAG: ClaimID: «Claim Number»
PIN: «PIN»
«FIRST1» «LAST1»
«LAST2»
«ADDRESS LINE 2»
«ADDRESS LINE 1»
«CITY», «STATE»«PROVINCE» «POSTALCODE»
«COUNTRY»

Claim Form

Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A., et al. Case No. 3:23-cv-06265
United States District Court for the Northern District of California

ClaimID: <<Claim Number>>

CHANGE OF NAME/ADDRESS (ONLY IF DIFFERENT FROM ABOVE):

First Name:	
<div></div>	
Last Name:	
<div></div>	
Primary Address:	
<div></div>	
City:	State: ZIP:
<div></div>	<div></div>

INSTRUCTIONS: Please sign below and return this Claim Form by mail. No postage is necessary if you detach and mail this postcard Claim Form.

In order to receive your settlement payment, you must submit your claim no later than April 11, 2025 by mailing this Claim Form to the Settlement Administrator or by submitting a claim online at www.CallRecordingClassAction.com. If your settlement payment is in excess of \$600, you will be required by law to submit a Form W-9 to the Settlement Administrator either by mail or secure online portal. In the event your settlement payment is in excess of \$600, further instructions will follow on how to submit your Form W-9.

Call records reflect that you received at least one call from The Wholesale Credit Company, Inc. between October 22, 2014 and November 17, 2023. By signing below, you affirm that you have the authority to submit this Claim Form on behalf of the person or business identified above, and that, to the best of your knowledge, during the timeframe referenced above the person(s) who received calls did so in California.

What is this Notice about? On January 24, 2025, the United States District Court for the Northern District of California granted preliminary approval of this class action settlement. The Court directed the parties to send this Notice. This Notice summarizes the proposed settlement. A Long Form Notice, the Settlement Agreement, and other information can be viewed at www.CallRecordingClassAction.com.

What is the Lawsuit about? The lawsuit, entitled *Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265 (the “Lawsuit”), alleges that The Credit Wholesale Company, Inc. (“Wholesale”) recorded certain calls to California residents without disclosing that the call was being recorded in violation of the California Invasion of Privacy Act. The Lawsuit further alleged that the purpose of these calls was to set appointments to sell credit card processing equipment and services on behalf of Wells Fargo Bank, N.A., Priority Technology Holdings, Inc., and Priority Payment Systems, LLC, all of whom, along with Wholesale, are named as defendants in the Lawsuit. Defendants deny any wrongdoing or liability in connection with the Lawsuit. The Court has not decided who is right.

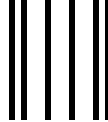
How do you get a payment? In order to receive a settlement payment, you must complete and sign the attached Claim Form for yourself or your business and mail it to the Settlement Administrator, or you can submit your claim online at www.CallRecordingClassAction.com, by the DUE DATE of April 11, 2025. Settlement payments will only be issued if the proposed settlement is granted final approval by the Court.

Who is affected? You may be eligible to receive a payment if you or your business received a call from Wholesale on a telephone in California between October 22, 2014 and November 17, 2023.

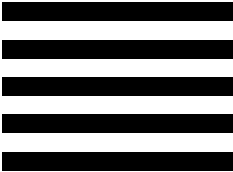
What are your other options? If you do not want to be legally bound by the settlement, you may send a request for exclusion (“opt out”). You will not receive any money, but you will keep your right to sue Defendants for the claims in this case. If you do not opt out, you may object to the settlement. You will still be bound by the settlement if your objection is rejected. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. For details on how to opt out or object, read the Long Form Notice available at www.CallRecordingClassAction.com. Opt-outs and objections must be postmarked by April 4, 2025. The Court will hold a final approval hearing on May 20, 2025 at 10:30 a.m. before the Honorable Lisa J. Cisneros in San Francisco, CA to consider whether to approve the settlement, attorneys’ fees up to one-third of the Settlement Fund, costs of approximately \$30,000-\$35,000, and incentive awards of \$7,500 to the two Plaintiffs. These amounts will be deducted from the \$19,500,000 Settlement Fund. You may ask to attend the final approval hearing, on your own or through counsel, but you do not have to do so. The date and time of the final approval hearing may change without further notice to the class. You can check to see if the time, manner, or location of the final approval hearing has changed by accessing the Court docket in this case, for a fee, at <https://ecf.cand.uscourts.gov> or at www.CallRecordingClassAction.com.

Who are the lawyers for Plaintiffs and Settlement Class Members? The following lawyers are serving as Class Counsel: Myron M. Cherry, Jacie C. Zolna, and Benjamin R. Swetland of Myron M. Cherry & Associates, LLC, 30 North LaSalle Street, Suite 2300, Chicago, Illinois 60602. You can contact Class Counsel at gzolna@cherry-law.com or (312) 372-2100 if you have questions about the lawsuit or settlement.

For more information, visit the following website: www.CallRecordingClassAction.com, or you can contact the Settlement Administrator at admin@CallRecordingClassAction.com or 1-888-733-1544.



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LOS ANGELES CA 90030-9861



Exhibit D

Digital Media PoP

Aguilar Auto Repair, LLC, et al. v. Wells Fargo Bank, N.A.



| ABC10.com | 300x250

The screenshot shows the ABC10.com website homepage. The top navigation bar includes the ABC10 logo, links for News, Weather, Sports, and VERIFY, a live video feed, a search icon, and a weather widget for Sacramento, CA, showing 54°.

Below the navigation bar is a horizontal menu with links: ADVERTISE WITH US, LINKS, NEAR ME, 10 ON YOUR SIDE, DOLLARS & SENSE, BARTELL'S BACKROADS, and TO THE POINT.

The main content area features several news stories and promotional banners:

- Missing Child:** A large red banner with the text "MISSING CHILD" and a photo of a young boy holding a pink box.
- Fairfield police looking for missing nonverbal 6-year-old:** A story about a 6-year-old boy named Damien Virelas-Sanchez, last seen Tuesday morning. Police say he is autistic and nonverbal.
- Analysts: If Kamala Harris joins race for California Governor, she would be frontrunner:** A headline about Kamala Harris's potential as a gubernatorial candidate.
- Sierra Avalanche Center faces potential cuts amid federal budget concerns:** A headline about the Sierra Avalanche Center's financial situation.
- When will Californians get their tax refund? What to know to get your federal income tax refund:** A headline about tax refunds.
- Protesters rally at California Capitol against federal job cuts, Musk's DOGE policies:** A headline about a protest at the California Capitol.
- PG&E customers get credits after paying wrong bill | 10 On Your Side:** A headline about PG&E customers receiving credits.
- 2 arrested for murder in Butte County after bodies found in burned vehicle:** A headline about a murder case in Butte County.
- New video shows Delta Air Lines jet flipping upside down after crash landing:** A headline about a Delta Air Lines crash landing.
- Watch Free Now:** A promotional banner for ABC10+ content, available on Roku, Fire TV, Samsung, LG, Android TV, and Vizio.
- Watch for free with the ABC10+ streaming app. Here's how:** A promotional banner for the ABC10+ streaming app.

At the bottom of the page is a "Featured" section with three banners:

- Smart:** A banner for the Smart app.
- HELP SUPPORT THE AMERICAN RED CROSS:** A banner for the American Red Cross, with a "DONATE NOW" button.
- Watch Free Now:** A banner for ABC10+ content.
- HOURLY FORECAST & RADAR:** A banner for the hourly forecast and radar.

DailyNews.com | 300x600

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LA City Council to determine fate of eviction defense proposal

If you received a call from The Credit Wholesale Company, Inc. between October 22, 2014 and November 17, 2023, you may be eligible for a cash payment from a class action settlement.

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CALIFORNIA 5:45 p.m. PT Feb. 17

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San Diego will lose a huge Navy warship this year but it will be replaced by another 'mini-carrier'

The change is part of long planned rotations between San Diego and Sasebo, Japan.



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BAY AREA & STATE

Bay Area Zizians 'death



CULTURE

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"Please don't leave."
BY DAN GENTILE

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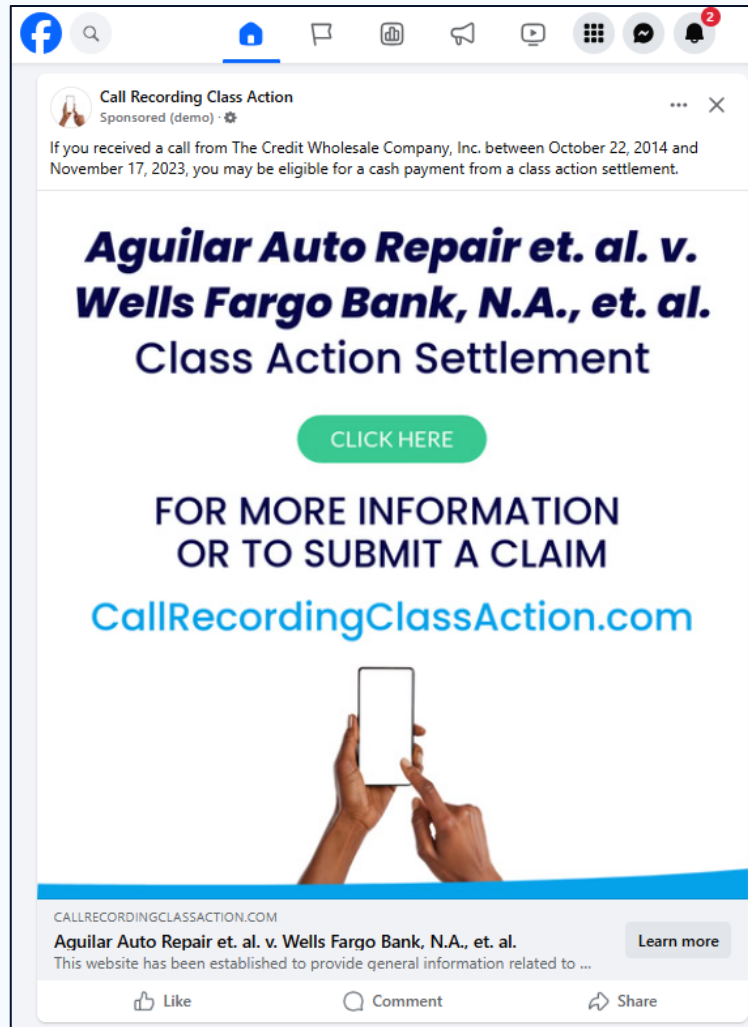
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Conservative Riverside County sheriff to run for California governor


Leonard Peltier leaves prison after President Biden commuted his sentence

Mexico says it might sue Google over 'Gulf of America' change

Facebook Feed | Desktop



The screenshot shows a Facebook desktop interface. At the top is the navigation bar with icons for home, search, marketplace, watch, and notifications. The main content area displays a sponsored post from 'Call Recording Class Action'. The post text reads: 'If you received a call from The Credit Wholesale Company, Inc. between October 22, 2014 and November 17, 2023, you may be eligible for a cash payment from a class action settlement.' Below this is a large green button labeled 'CLICK HERE'. Further down, the text 'FOR MORE INFORMATION OR TO SUBMIT A CLAIM' is displayed, followed by the website 'CallRecordingClassAction.com' in blue. An image of hands holding a smartphone is positioned below the text. At the bottom of the post, the URL 'CALLRECORDINGCLASSACTION.COM' is shown, along with the title 'Aguilar Auto Repair et. al. v. Wells Fargo Bank, N.A., et. al.' and a 'Learn more' button. The post's engagement bar at the very bottom includes 'Like', 'Comment', and 'Share' options.

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Aguilar Auto Repair et. al. v. Wells Fargo Bank, N.A., et. al.
Class Action Settlement

[CLICK HERE](#)

FOR MORE INFORMATION
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Aguilar Auto Repair et. al. v. Wells Fargo Bank, N.A., et. al. [Learn more](#)

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Class Action Settlement

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Thank you

Settlement Administration | Legal Notification



Exhibit E

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

AGUILAR AUTO REPAIR *et al.*,

Plaintiffs,

V.

WELLS FARGO BANK, N.A., et al.,

Defendants.

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Call records indicate that you or your business received at least one telephone call from The Credit Wholesale Company, Inc. between October 22, 2014 and November 17, 2023. Based on those records, you or your business are eligible for a settlement payment if you sign and return a Claim Form or if you submit a claim online at www.CallRecordingClassAction.com on or before April 11, 2025.

The settlement provides for an **estimated minimum payment of approximately \$86 for each eligible call you received and could be as high as \$5,000 per call**, but you need to submit a claim as described below in order to be eligible to receive payment.

I. What is this Notice about?

This Notice is being issued to notify you of a class action lawsuit regarding the recording of certain calls to California businesses. On January 24, 2025, the Court preliminarily approved a settlement of the Lawsuit. The purpose of this Notice is to inform you of the Lawsuit and the proposed settlement. In addition, this Notice will advise you of what to do if you want to remain a part of the Lawsuit, what to do if you want to be excluded from the Lawsuit, and how joining or not joining the Lawsuit may affect your legal rights.

II. What is the Lawsuit about?

The class action lawsuit was filed on October 10, 2023, and is currently pending in the United States District Court for the Northern District of California, entitled *Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265 (the “Lawsuit”). The Lawsuit alleged that an independent sales organization named The Credit Wholesale Company, Inc. (“Wholesale”) recorded certain calls to California residents without disclosing the fact that the call was being recorded in violation of Sections 632 and 632.7 of the California Invasion of Privacy Act (“CIPA”). The Lawsuit further alleged that the purpose of these calls was to set in-person sales appointments with the businesses to sell credit card processing equipment and services on behalf of Wells Fargo Bank, N.A. (“Wells Fargo”) and Priority Technology Holdings, Inc. and Priority Payment Systems, LLC (together, “Priority”), all of whom, along with Wholesale, are named as defendants in the Lawsuit. Defendants deny any wrongdoing or liability in connection with the Lawsuit.

III. What are the benefits of the proposed settlement?

Under the proposed settlement, Defendants will make a payment of \$19,500,000 to create a fund on behalf of the Settlement Class Members (the “Settlement Fund”). Settlement Class Members who do not exclude themselves from the Lawsuit are eligible for a cash payment from the Settlement Fund for each call that is covered under the class definition set forth in Section VII below (an “Eligible Call” as defined in the Settlement Agreement). Settlement Class Members who received multiple Eligible Calls are entitled to a cash payment for each Eligible Call. The minimum cash payment for each Eligible Call is estimated to be approximately \$86, but could be as high as \$5,000 per call depending on how many claims are submitted. It is not possible at this time, however, to know the exact amount of each payment. In addition to monetary relief, Defendant Wholesale has agreed not to record appointment-setting calls to California businesses unless it discloses at the outset of the call that the call is being recorded. Defendants will also pay settlement administration costs up to \$200,000.

IV. How do I receive a settlement payment?

In order to receive the cash payment described in this Notice, you must complete and sign the Claim Form that was mailed to you and mail it to the Settlement Administrator, or you can submit your claim online through the settlement website at www.CallRecordingClassAction.com, by the DUE DATE of April 11, 2025.

Regardless of whether you mail the Claim Form or submit a claim online, you must do so by the DUE DATE of April 11, 2025 to be eligible to receive a payment. Settlement payments will only be issued if the proposed settlement is granted final approval by the Court. If your settlement payment is in excess of \$600, you will be required by law to submit a Form W-9 to the Settlement Administrator either by mail or secure online portal in order to receive any payment in excess of \$600. In the event your settlement payment is in excess of \$600, further instructions will follow on how to submit your Form W-9.

V. Why is there a proposed settlement?

The Court has not decided in favor of either side in the Lawsuit. Plaintiffs and Class Counsel believe the claims have merit. Defendants do not believe the claims have merit. Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation. Plaintiffs and Class Counsel believe that the proposed settlement is in the best interest of Settlement Class Members because it provides appropriate monetary recovery and other relief now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals, including the possibility of no recovery for Settlement Class Members whatsoever.

VI. What is a class action lawsuit?

A class action lawsuit is a legal action in which one or more people represent a large group, or class, of people. The purpose of a class action lawsuit is to resolve at one time similar legal claims of the members of the group.

VII. Who is in the class?

On January 24, 2025, the Court certified the Lawsuit as a class action for settlement purposes and defined the class as follows:

All businesses or individuals who received a telephone call from The Credit Wholesale Company, Inc. on a telephone in California between October 22, 2014 and November 17, 2023.

Any business or individual meeting this definition shall be referred to herein as a “Settlement Class Member” and, collectively, as the “Settlement Class” or “Settlement Class Members.”

VIII. When and where is the final approval hearing?

The final approval hearing has been set for May 20, 2025 at 10:30 a.m. before the Honorable Lisa J. Cisneros in Courtroom G (15th Floor) at 450 Golden Gate Avenue, San Francisco, California 94102. The date and time of the final approval hearing may change without further notice to the class. You can check to see if the time, manner, or location of the final approval hearing has changed by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> or by checking the settlement website at www.CallRecordingClassAction.com.

The Court will hear any comments from the parties or objections concerning the fairness of the proposed settlement at the final approval hearing, including the amount requested for attorneys’ fees and costs or the requested incentive awards. You **do not** need to attend the final approval hearing to remain a Settlement Class Member or to obtain any benefits under the proposed settlement. You or your attorney may attend the hearing, at your own expense. You do not need to attend this hearing to have a properly filed and served written objection considered by the Court.

IX. How can I be excluded from the Lawsuit and the settlement?

Any Settlement Class Member has the right to be excluded from the Lawsuit by written request. If you wish to be excluded from the case, you must mail a written request to the Settlement Administrator at the address set forth below stating that you want to be excluded from the class. All exclusion requests must include: (i) the name and case number of the Lawsuit: *Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265; (ii) the name, address, and telephone number of the Settlement Class Member electing exclusion; (iii) if the Settlement Class member is a business, the name and title of the person submitting the opt-out election for the Settlement Class Member and a representation that he or she has authority to make such an election on behalf of the Settlement Class Member; and (iv) a statement to the effect that the Settlement Class Member elects to be excluded from the Lawsuit and elects not to participate in the settlement. A Settlement Class Member’s exclusion request must be postmarked no later than **the DUE DATE of April 4, 2025** and sent to the

following address: *Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132. If you properly and timely elect to be excluded from the case, you will not have any rights as a Settlement Class Member pursuant to the proposed settlement, you will not be eligible to receive any monetary payment under the proposed settlement, you will not be bound by any further orders or the judgment entered in the Lawsuit, and you will remain able to pursue any claims alleged in the Lawsuit against Defendants on your own and at your own expense and with your own counsel. If you proceed on an individual basis after being excluded from the Lawsuit you may receive more, or less, of a benefit than you would otherwise receive under this proposed settlement or no benefit at all. If you do not exclude yourself from the case, you will be deemed to have consented to the Court's jurisdiction and to have released the claims at issue against Defendants as explained below, and will otherwise be bound by the proposed settlement.

X. How can I object to the settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you should object. Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the final approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (i) clearly identify the case name and number (*Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 3:23-cv-06265), (ii) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, and (iii) be filed or postmarked on or before April 4, 2025.

If a Settlement Class Member is not an individual or sole proprietorship or is otherwise a separate business entity, it may be required to make its objection or appear at the final approval hearing through an attorney. Any Settlement Class Member who fails to file a timely objection shall have waived any right to object to the Settlement Agreement and shall not be permitted to object at the final approval hearing, unless the Court grants a rare exception for good cause, and shall be foreclosed from seeking any review of this settlement by appeal or other means.

XI. What is the effect of final settlement approval?

If the Court approves the proposed settlement after the final approval hearing, it will enter a judgment dismissing the Lawsuit with prejudice and releasing all claims as described in this paragraph. If you do not exclude yourself from the case, the proposed settlement will be your sole mechanism for obtaining any relief. All Settlement Class Members who do not timely elect to opt out of the proposed settlement, and each of their respective agents, administrators, employees, representatives, successors, assigns, trustees, joint venturers, partners, legatees, heirs, personal representatives, predecessors, and attorneys release and forever discharge Defendants and First Data Merchants Services, LLC and each of their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, and predecessors and all of their respective former, present, and future officers, directors, shareholders, indemnitees, employees, agents, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, associates, principals, divisions, insurers, reinsurers, members, brokers, consultants, and vendors and all persons acting by, through, under, or in concert with them, or any of them, from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of, relating to, or in connection with the calls placed by Wholesale between October 22, 2014 and November 17, 2023 as described in the class definition set forth above ("Eligible Calls"), including but not limited claims for violation of CIPA, including but not limited to Section 632 and Section 632.7, or any other federal, state, or local statute, regulation, or common law relating to the Eligible Calls.

If the proposed settlement is not approved, the Lawsuit will proceed as if no settlement had been reached. There can be no assurance that if the settlement is not approved and the Lawsuit resumes that Settlement Class Members will recover more than what is provided for under the proposed settlement or will recover anything at all.

XII. Who are the lawyers for Plaintiffs and Settlement Class Members?

The following lawyers ("Class Counsel") are serving as counsel for the Settlement Class:

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, IL 60602
(312) 372-2100 (telephone)
(312) 853-0279 (facsimile)

From the beginning of the case to the present, Class Counsel has not received any payment for their services in prosecuting the Lawsuit or in obtaining this proposed settlement, nor have they been reimbursed for any out-of-pocket costs they have incurred. Class Counsel will apply to the Court for an award of attorneys' fees in the amount of no more than one-third (33.33%) of the Settlement Fund, as well as an additional amount for reimbursement of actual costs, which Class Counsel currently estimates will be between \$30,000-\$35,000. If the Court approves Class Counsel's petition for fees and costs, it will be paid from the Settlement Fund. Settlement Class Members will not have to pay anything toward the fees or costs of Class Counsel. You do not need to hire your own lawyer because Class Counsel is working on your behalf and will seek final approval of the settlement on behalf of the Settlement Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

Class Counsel may also petition the Court for incentive awards in the amount of \$7,500 each to the Settlement Class representatives who helped Class Counsel on behalf of the whole Settlement Class.

XIII. Where can I get more information about the Lawsuit?

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the Settlement Agreement available at www.CallRecordingClassAction.com, by contacting the Settlement Administrator at admin@CallRecordingClassAction.com or 1-888-733-1544, by contacting Class Counsel listed above, by accessing the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE OR DEFENDANTS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**EN EL TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO NORTE DE CALIFORNIA**

AGUILAR AUTO REPAIR *et al.*,

Demandantes,

V.

WELLS FARGO BANK, N.A., et al.,

Demandados.

LEA ESTE AVISO DETENIDAMENTE. SE REFIERE A LA PROPUESTA DE CONCILIACIÓN DE UNA DEMANDA COLECTIVA Y CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

Un tribunal federal autorizó este Aviso. Esto no es una solicitud de un abogado.

Los registros de llamadas indican que usted o su empresa recibieron al menos una llamada telefónica de The Credit Wholesale Company, Inc. entre el 22 de octubre de 2014 y el 17 de noviembre de 2023. De acuerdo con esos registros, usted o su empresa son elegibles para un pago de conciliación si firman y devuelven un Formulario de Reclamación o si presentan una reclamación en línea en www.CallRecordingClassAction.com a más tardar el 11 de abril de 2025.

La conciliación prevé un **pago mínimo estimado** de aproximadamente USD 86 por cada llamada elegible que recibió y podría llegar a USD 5000 por llamada, pero debe presentar una reclamación como se describe a continuación para poder recibir el pago.

I. ¿De qué trata este Aviso?

Este Aviso se emite para notificarle sobre una demanda colectiva relativa a la grabación de determinadas llamadas a empresas de California. El 24 de enero de 2025, el Tribunal aprobó de forma preliminar una conciliación de la Demanda. El propósito de este Aviso es informarle sobre la Demanda y la conciliación propuesta. Además, este Aviso le indicará qué hacer si desea seguir siendo parte de la Demanda, qué hacer si desea ser excluido de la Demanda, y cómo el hecho de unirse o no a la Demanda puede afectar a sus derechos legales.

II. ¿De qué trata la Demanda?

La demanda colectiva fue presentada el 10 de octubre de 2023, y actualmente está pendiente en el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, titulada *Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.*, Causa N. ° 3:23-cv-06265 (la “Demanda”). En la demanda se alegaba que una organización de ventas independiente denominada The Credit Wholesale Company, Inc. (“Wholesale”) grabó determinadas llamadas a residentes de California sin revelar el hecho de que la llamada estaba siendo grabada, en violación de los artículos 632 y 632.7 de la Ley de Invasión de la Privacidad de California (California Invasion of Privacy Act, “CIPA”). En la Demanda se alegaba además que el objetivo de estas llamadas era concertar citas de venta en persona con las empresas para vender equipos y servicios de procesamiento de tarjetas de crédito en nombre de Wells Fargo Bank, N.A. (“Wells Fargo”) y Priority Technology Holdings, Inc. y Priority Payment Systems, LLC (conjuntamente, “Priority”), todos los cuales, junto con Wholesale, figuran como Demandados en la Demanda. Los Demandados niegan cualquier acto ilícito o responsabilidad en relación con la Demanda.

III. ¿Cuáles son los beneficios de la conciliación propuesta?

En virtud de la conciliación propuesta, los Demandados realizarán un pago de USD 19 500 000 para crear un fondo en nombre de los Miembros del Grupo de la Conciliación (el “Fondo de Conciliación”). Los Miembros del Grupo de la Conciliación que no se excluyan de la Demanda serán elegibles para recibir un pago en efectivo del Fondo de Conciliación por cada llamada que esté cubierta por la definición de clase establecida en la Sección VII a continuación (una “Llamada Elegible” según se define en el Acuerdo de Conciliación). Los Miembros del Grupo de la Conciliación que recibieron múltiples Llamadas Elegibles tienen derecho a un pago en efectivo por cada Llamada Elegible. Se estima que el pago en efectivo mínimo por cada Llamada Elegible será de aproximadamente USD 86, pero podría llegar a USD 5000 por llamada dependiendo de cuántas reclamaciones se presenten. Sin embargo, en este momento no es posible conocer el importe exacto de cada pago. Además de la compensación económica, el Demandado Wholesale ha acordado no grabar las llamadas para concertar citas con empresas de California a menos que informe al inicio de la llamada de que la llamada está siendo grabada.

Los Demandados también pagarán los costos de administración de la conciliación hasta un máximo de USD 200 000.

IV. ¿Cómo recibo un pago de conciliación?

Para recibir el pago en efectivo descrito en este Aviso, debe completar y firmar el Formulario de Reclamación que se le envió por correo y enviarlo por correo al Administrador del Acuerdo, o puede presentar su reclamación en línea a través del sitio web de la conciliación en www.CallRecordingClassAction.com, antes de la FECHA LÍMITE del 11 de abril de 2025.

Independientemente de que envíe por correo el Formulario de Reclamación o presente una reclamación en línea, **debe hacerlo antes de la FECHA LÍMITE del 11 de abril de 2025** para ser elegible para recibir un pago. Los pagos de la conciliación solo se emitirán si el Tribunal otorga la aprobación final a la conciliación propuesta. Si su pago de la conciliación supera los USD 600, se le exigirá por ley que presente un Formulario W-9 al Administrador de la Conciliación, ya sea por correo o a través del portal seguro en línea, para recibir cualquier pago que supere los USD 600. En caso de que el pago de su conciliación supere los USD 600, recibirá instrucciones adicionales sobre cómo presentar su Formulario W-9.

V. ¿Por qué hay una propuesta de conciliación?

El Tribunal no ha decidido a favor de ninguna de las partes en la Demanda. Los Demandantes y los Abogados del Grupo creen que las reclamaciones tienen fundamento. Los Demandados no creen que las reclamaciones tengan fundamento. Los Demandados están resolviendo para evitar los gastos, inconvenientes y riesgos inherentes al litigio. Los Demandantes y los Abogados del Grupo creen que la conciliación propuesta beneficia a los Miembros del Grupo de la Conciliación porque proporciona una compensación monetaria adecuada y otras medidas de reparación ahora, a la vez que evita el riesgo, el gasto y el retraso de llevar el caso a juicio y cualquier apelación, incluida la posibilidad de que los Miembros del Grupo de la Conciliación no obtengan recuperación alguna.

VI. ¿Qué es una demanda colectiva?

Una demanda colectiva es una demanda legal en la que una o más personas representan a un gran grupo, o colectivo, de personas. El propósito de una demanda colectiva es resolver de una sola vez reclamaciones legales similares de los miembros del grupo.

VII. ¿Quién forma parte del grupo?

El 24 de enero de 2025, el Tribunal certificó la Demanda como demanda colectiva a efectos de conciliación y definió la clase de la siguiente manera:

Todas las empresas o personas que recibieron una llamada telefónica de The Credit Wholesale Company, Inc. a un teléfono en California entre el 22 de octubre de 2014 y el 17 de noviembre de 2023.

Cualquier negocio o individuo que cumpla con esta definición se denominará en el presente como “Miembro del Grupo de la Conciliación” y, colectivamente, como el “Grupo de la Conciliación” o “Miembros del Grupo de la Conciliación”.

VIII. ¿Cuándo y dónde es la audiencia de aprobación definitiva?

La audiencia de aprobación definitiva ha sido fijada para el 20 de mayo de 2025 a las 10:30 a. m. ante la Honorable Lisa J. Cisneros en la Sala G (15^{to} piso) en 450 Golden Gate Avenue, San Francisco, California 94102. La fecha y hora de la audiencia de aprobación definitiva pueden cambiar sin previo aviso al grupo. Puede comprobar si la hora, la forma o el lugar de la audiencia de aprobación definitiva han cambiado si accede al expediente del Tribunal en este caso, previo pago de una tarifa, a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (Public Access to Court Electronic Records, PACER) en <https://ecf.cand.uscourts.gov> o si consulta el sitio web de la conciliación en www.CallRecordingClassAction.com.

El Tribunal escuchará los comentarios de las partes o las objeciones relativas a la equidad de la conciliación propuesta en la audiencia de aprobación definitiva, incluido el importe solicitado para honorarios y costos de abogados o los incentivos solicitados. **No** es necesario que asista a la audiencia de aprobación definitiva para seguir siendo Miembro del Grupo de la Conciliación o para obtener algún beneficio en virtud de la conciliación propuesta. Usted o su abogado pueden asistir a la audiencia, a su propio costo. No es necesario que asista a esta audiencia para que el Tribunal considere una objeción por escrito debidamente presentada y notificada.

IX. ¿Cómo puedo ser excluido de la Demanda y de la conciliación?

Cualquier Miembro del Grupo de la Conciliación tiene derecho a ser excluido de la Demanda mediante solicitud por escrito. Si desea ser excluido del caso, debe enviar por correo una solicitud por escrito al Administrador de la Conciliación a la dirección que se indica a continuación, en la que indique que desea ser excluido del grupo. Todas las solicitudes de exclusión deben incluir: (i) el nombre y el número de caso de la Demanda: *Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.*, Causa n.º 3:23-cv-06265; (ii) el nombre, la dirección, y el número de teléfono del Miembro del Grupo de la Conciliación que elige la exclusión; (iii) si el miembro del Grupo de la Conciliación es una empresa, el nombre y el cargo de la persona que presenta la elección de exclusión en nombre del Miembro del Grupo de la Conciliación y una declaración de que tiene autoridad para realizar dicha elección en nombre del Miembro del Grupo de la Conciliación; y (iv) una declaración a los efectos de que el Miembro del Grupo de la Conciliación elige ser excluido de la Demanda y elige no participar en la conciliación. La solicitud de exclusión de un Miembro del Grupo de la Conciliación debe tener matasellos con fecha no posterior a **la FECHA LÍMITE del 4 de abril de 2025** y debe enviarse a la siguiente dirección: *Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.* Administrador de la Conciliación, P.O. Box 301132, Los Ángeles, CA 90030-1132. Si opta correcta y oportunamente por ser excluido del caso, no tendrá ningún derecho como Miembro del Grupo de la Conciliación en virtud de la propuesta de conciliación, no tendrá derecho a recibir ningún pago monetario en virtud de la propuesta de conciliación, no estará obligado por ninguna otra orden ni por la sentencia dictada en la Demanda, y podrá seguir presentando cualquier reclamación alegada en la Demanda contra los Demandados por su cuenta y a su propio costo y con su propio abogado. Si procede de forma individual después de haber sido excluido de la Demanda, puede recibir un beneficio mayor o menor del que recibiría en virtud de esta propuesta de conciliación, o ningún beneficio en absoluto. Si no se excluye del caso, se considerará que ha dado su consentimiento a la jurisdicción del Tribunal y que ha renunciado a las reclamaciones en cuestión contra los Demandados, tal y como se explica a continuación, y que, por lo demás, quedará vinculado por la conciliación propuesta.

X. ¿Cómo puedo objetar a la conciliación?

Para solicitarle al Tribunal que deniegue la aprobación, debe presentar una objeción. No puede solicitarle al Tribunal que ordene una conciliación diferente; el Tribunal únicamente puede aprobar o rechazar la conciliación. Si el Tribunal rechaza la aprobación, no se realizarán los pagos de la conciliación y la Demanda continuará. Si eso es lo que quiere que suceda, debe objetar el Acuerdo. Cualquier objeción a la conciliación propuesta debe realizarse por escrito. Si presenta oportunamente una objeción escrita, podrá comparecer en la audiencia de aprobación definitiva, ya sea en persona o a través de su propio abogado, aunque no estará obligado a hacerlo. Si comparece a través de su propio abogado, usted será responsable de contratarlo y pagarle. Todas las objeciones escritas y los documentos de respaldo deben (i) identificar claramente el nombre y el número del caso (*Aguilar Auto Repair et al. v. Wells Fargo Bank, N.A., et al.*, Caso n.º 3:23-cv-06265), (ii) presentarse ante el Tribunal ya sea por vía electrónica o en persona en cualquier sede del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California o por correo al Secretario de la Demanda Colectiva, Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, 450 Golden Gate Avenue, 16^{to} piso, San Francisco, California 94102, y (iii) presentarse o llevar matasellos del 4 de abril de 2025, a más tardar.

Si un Miembro del Grupo de la Conciliación no es una persona física o una empresa unipersonal, o es de otro modo una entidad comercial independiente, es posible que deba presentar su objeción o comparecer en la audiencia de aprobación definitiva a través de un abogado. Cualquier Miembro del Grupo de la Conciliación que no presente una objeción a tiempo habrá renunciado a cualquier derecho a objetar al Acuerdo de Conciliación y no se le permitirá objetar en la audiencia de aprobación definitiva, a menos que el Tribunal otorgue una excepción poco frecuente por causa justificada, y se le impedirá solicitar cualquier revisión de esta conciliación por apelación u otros medios.

XI. ¿Cuál es el efecto de la aprobación definitiva de la conciliación?

Si el Tribunal aprueba la conciliación propuesta después de la audiencia de aprobación definitiva, dictará una sentencia en la que desestimaré la Demanda con perjuicio y liberará todas las reclamaciones según lo descrito en este párrafo. Si no se excluye del caso, la conciliación propuesta será su único mecanismo para obtener alguna reparación. Todos los Miembros del Grupo de la Conciliación que no opten oportunamente por excluirse de la conciliación propuesta, y cada uno de sus respectivos agentes, administradores, empleados, representantes, sucesores, cesionarios, fideicomisarios, partícipes en empresas conjuntas, socios, legatarios, herederos, representantes personales, predecesores, y abogados liberan y eximen para siempre a los Demandados y a First Data Merchants Services, LLC y cada una de sus respectivas empresas matrices, filiales, subsidiarias, sucesoras y predecesoras, directas e indirectas, anteriores, presentes y futuras, y todos sus respectivos funcionarios, directores, accionistas, indemnizados, empleados, agentes, representantes, abogados, contadores, auditores, contratistas independientes, sucesores, fideicomisos, fideicomisarios, socios, asociados, directores, divisiones, aseguradoras, reaseguradoras, miembros, corredores, consultores, y proveedores y todas las personas que actúen por, a través de, bajo, o en conjunto con ellos, o cualquiera de ellos, de cualquier y toda clase de acciones, causas de acción,

reclamaciones, demandas, derechos, pleitos, obligaciones, deudas, contratos, acuerdos, promesas, responsabilidades, daños, cargos, sanciones, pérdidas, costos, gastos, y honorarios de abogados, de cualquier naturaleza, conocidos o desconocidos, de derecho o de equidad, fijos o contingentes, que tengan o puedan tener como resultado, en relación con, o en conexión con las llamadas realizadas por Wholesale entre el 22 de octubre de 2014 y el 17 de noviembre de 2023, tal como se describe en la definición de grupo establecida anteriormente (“Llamadas Elegibles”), incluidas, entre otras, las reclamaciones por violación de la CIPA, incluidos, entre otros, el Artículo 632 y el Artículo 632.7, o cualquier otro estatuto, regulación o derecho común federal, estatal o local relacionado con las Llamadas Elegibles.

Si no se aprueba la conciliación propuesta, la Demanda procederá como si no se hubiera llegado a una conciliación. No puede garantizarse que, si no se aprueba la conciliación y se reanuda la Demanda, los Miembros del Grupo de la Conciliación vayan a recuperar más de lo previsto en la conciliación propuesta o vayan a recuperar nada en absoluto.

XII. ¿Quiénes son los abogados de los Demandantes y de los Miembros del Grupo de la Conciliación?

Los siguientes abogados (“Abogados del Grupo”) actúan como abogados del Grupo de la Conciliación:

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, IL 60602
(312) 372-2100 (teléfono)
(312) 853-0279 (fax)

Desde el inicio del caso hasta el presente, los Abogados del Grupo no han recibido pago alguno por sus servicios en la prosecución de la Demanda o en la obtención de esta conciliación propuesta, ni se les ha reembolsado ningún gasto en que hayan incurrido. Los Abogados del Grupo solicitarán al Tribunal la concesión de honorarios de abogados por un importe no superior a un tercio (33,33 %) del Fondo de Conciliación, así como un importe adicional para el reembolso de los costos reales, que los Abogados del Grupo estiman actualmente entre USD 30 000 y USD 35 000. Si el Tribunal aprueba la petición de honorarios y costos de los Abogados del Grupo, se pagarán con cargo al Fondo de Conciliación. Los Miembros del Grupo de la Conciliación no tendrán que pagar nada por los honorarios o costos de los Abogados del Grupo. No es necesario que contrate a su propio abogado porque los Abogados del Grupo de demandantes trabajan en su nombre y solicitarán la aprobación definitiva de la conciliación en nombre de los Miembros del Grupo de la Conciliación. Si lo desea, puede contratar a su propio abogado para que lo represente en este caso, pero correrá por su cuenta.

Los Abogados del Grupo también pueden solicitar al Tribunal la concesión de incentivos por un monto de USD 7500 cada uno a los representantes del Grupo de la Conciliación que ayudaron a los Abogados del Grupo en nombre de todo el Grupo de la Conciliación.

XIII. ¿Cómo puedo obtener más información sobre la Demanda?

Este Aviso resume la conciliación propuesta. Para conocer los términos precisos de la conciliación, consulte el Acuerdo de Conciliación disponible en www.CallRecordingClassAction.com, comunicándose con el Administrador de la Conciliación en admin@CallRecordingClassAction.com o 1-888-733-1544, comunicándose con los Abogados del Grupo mencionados anteriormente, accediendo al expediente del Tribunal en este caso, previo pago de una tarifa, a través del sistema PACER del Tribunal en <https://ecf.cand.uscourts.gov>, o visitando la oficina del Secretario del Tribunal para el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, 450 Golden Gate Avenue, 16^{to} piso, San Francisco, California 94102, entre las 9:00 a. m. y las 4:00 p. m., de lunes a viernes, sin incluir los días festivos del Tribunal.

NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA SECRETARÍA DEL TRIBUNAL O A LOS DEMANDADOS PARA PREGUNTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMO.

POR ORDEN DEL TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO NORTE DE CALIFORNIA

Exhibit F



WEAG:Aguilar Auto Repair LLC et al
v. Wells Fargo Bank NA

Claim number	Last Name	First Name	Received date
KM-639-978	HUSSIN	MAX	03-19-2025

Ex. D

Exhibit D-1

7. **GENERAL.**

- c. No Partnership or Agency. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties hereto or be deemed to constitute PARTNER as an agent for PRIORITY or Member for any purpose whatsoever, except as provided herein. PARTNER is prohibited from acting as, or holding itself, himself, or herself out, as an agent of PRIORITY or Member. PRIORITY, Member, and PARTNER acknowledge and agree that this Agreement does not constitute or appoint PARTNER as an agent of either PRIORITY or Member for any purpose whatsoever, except as provided herein. PARTNER is an independent

contractor and not an employee of PRIORITY or Member. PARTNER expressly represents that it is an independent contractor under the laws of the United States and the common law and acknowledges that PRIORITY is relying upon this representation.

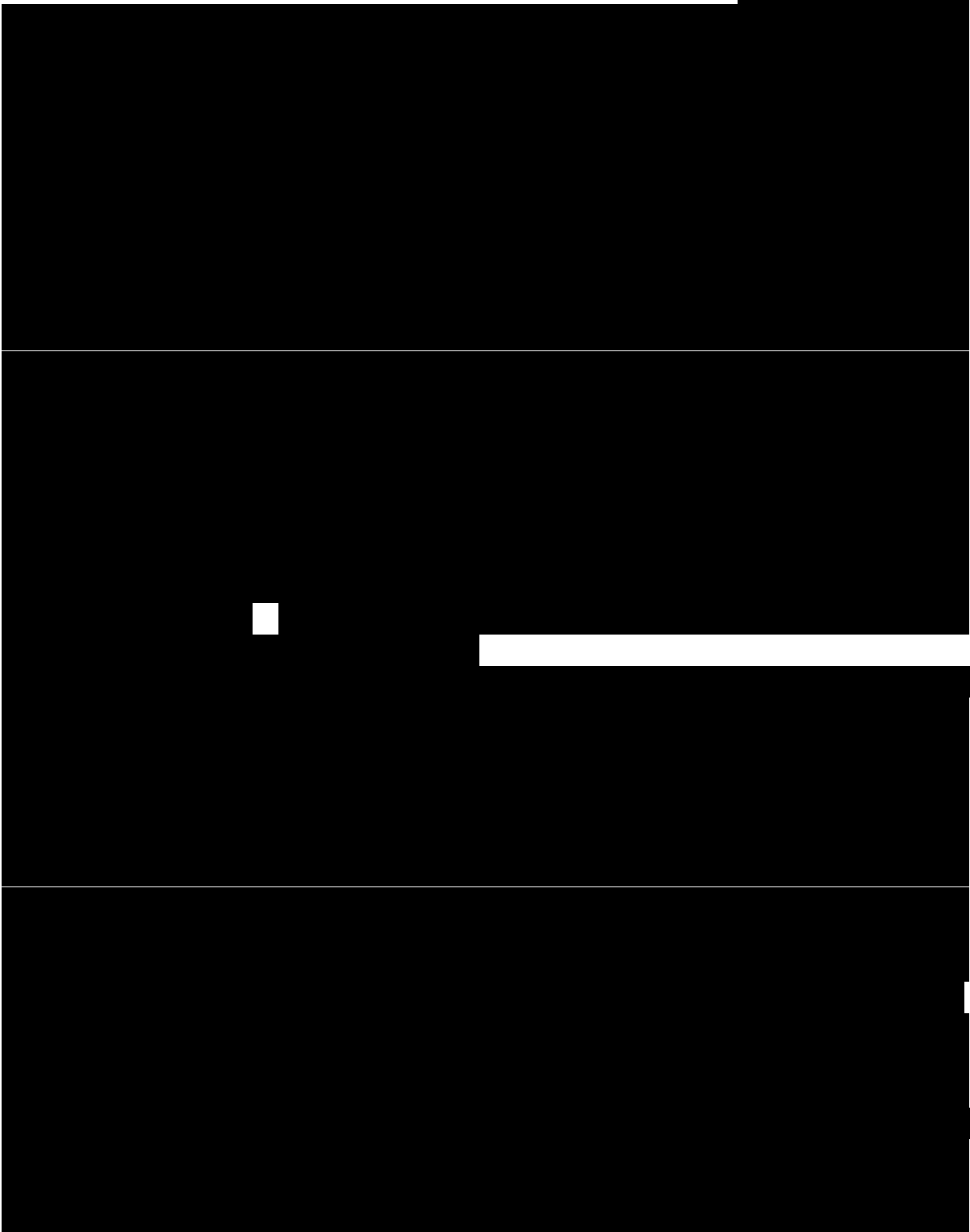


Exhibit D-2

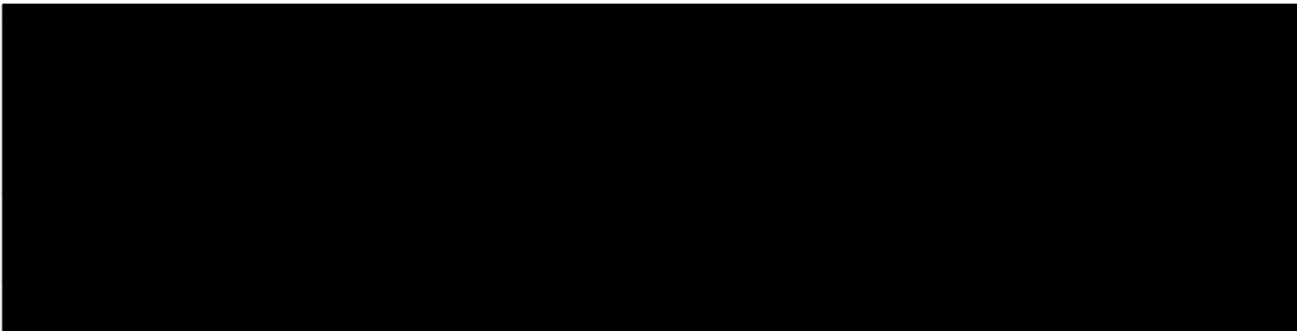


2. RELATIONSHIP OF THE PARTIES.

All of the Parties hereto acknowledge and agree that their respective relationship with one another is solely that of an independent contractor and nothing herein is intended to create, and will not be construed to constitute, a relationship of partnership, joint venture, co-ownership or otherwise as participants in a joint or common undertaking. Sub-ISO will have no power, right or authority, express or implied, to hold itself out as an agent of Servicers, or to represent, act for or on behalf of, or otherwise create or assume any obligation on behalf of, or binding upon, or make any representation or warranty, or create any liability or potential liability on behalf of Servicers.



Exhibit D-3



12.2 Relationship of the Parties. SERVICERS and ISO agree that in performing their responsibilities pursuant to this Agreement they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partnership or joint venture or agency or any association for profit between SERVICERS and ISO. ISO is not authorized hereunder to hold itself out as an agent of SERVICERS or to inform or represent to any person that ISO has authority to bind or obligate SERVICERS or to otherwise act on behalf of SERVICERS. SERVICERS are not authorized hereunder to hold themselves as agents of ISO or to inform or represent to any person that SERVICERS have authority to bind or obligate ISO or to otherwise act on behalf of ISO. Neither ISO nor SERVICERS shall make any representation or warranty, or create any liability or potential liability on behalf of the other party, respectively.

