

Exhibit 2

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13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 *In re J&J Investment Litigation*

Case No.: 2:22-cv-00529-GMN-NJK

17 **PLAINTIFFS' MOTION FOR**
18 **PRELIMINARY APPROVAL OF**
19 **PROPOSED CLASS ACTION**
20 **SETTLEMENT**

21 Judge: Hon. Gloria M. Navarro
Hon. Nancy J. Koppe

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22 Fed. R. Civ. Pro. 23 passim

Introduction

This consolidated class action against Wells Fargo Bank, N.A., arises from a Ponzi scheme masterminded by Nevada attorney Matthew Beasley.¹ The parties have reached a \$50 million, non-reversionary settlement. If approved, the settlement will dispose of these cases in their entirety, along with a companion action by federal equity Receiver Geoff Winkler. Class Plaintiffs bring this motion to initiate the court-approval process under Rule 23(e).

These cases were fully litigated over three years, through document discovery, 26 depositions, briefing on discovery disputes, Wells Fargo's motion to dismiss and motion for summary judgment, Plaintiffs' motion for class certification, and reciprocal *Daubert* motions. There were three mediation sessions over a three-year period before Robert Meyer, an experienced JAMS mediator. Plaintiffs' counsel and the Receiver all support the settlement, believing it represents a fair compromise of sharply disputed claims. Considering the substantial settlement amount, the fulsome record, the inherently risky nature of the claims, and the deliberate nature of the settlement negotiations, there is every indication that the settlement is the product of arms' length, non-collusive negotiations.

The settlement is conditioned on this Court's approval as to the compromise of class claims. As to the compromise of receivership claims, the settlement is conditioned on the approval of Judge Silva in *SEC v. Beasley*, No. 2:22-cv-00062-CDS-EJY (D. Nev.) (the "SEC Action"). As to timing and coordination of the approval processes in each court, to avoid potentially confusing class members, the parties propose that notice to class members only issue upon *the later of* an order granting preliminary approval in the Class Action and an order granting preliminary approval in the SEC Action.

Because the settlement bears all the indicia of fairness, Class Plaintiffs respectfully request that the Court enter an order finding that, under Rule 23(e)(1), it will "likely be able" to approve the settlement, directing notice in form and manner proposed below, and tentatively certifying the settlement class. After notice has been given to the class, Class Plaintiffs will move for final approval of the settlement and, under Rule 23(e), for an award of attorneys' fees and expenses.

¹ Beasley pleaded guilty to five counts of wire fraud relating to the J&J Ponzi scheme. His sentencing is currently scheduled for July 16, 2026. See *United States v. Beasley*, No. 2:23-cr-00066-JAD-DJA (D. Nev.).

1 **Background**

2 **I. Factual Background**

3 Matthew Beasley, a Las Vegas-area attorney, operated a Ponzi scheme from 2017 to 2022. ECF
4 No. 37, ¶¶ 29, 31. Working alongside Jeffrey Judd and several other individuals to promote the scheme,
5 Beasley tricked investors into believing that they could invest funds to be loaned to personal-injury
6 plaintiffs awaiting receipt of settlement payments. *Id.* ¶ 30. In truth, there were no settlements to invest
7 in. *Id.* Beasley and his associates diverted and commingled investor money to gamble and to purchase
8 real estate, expensive cars, and other luxury goods. Declaration of Geoff Winkler (the “Receiver
9 Decl.”), attached as Exhibit 3, ¶ 3. Beasley also recycled payments from newer investors to pay false
10 “returns” to earlier investors. *Id.* Following a dramatic standoff, Beasley was arrested by the FBI in
11 March 2022, and the scheme collapsed. ECF No. 37, ¶¶ 35-36.

12 Over the course of the scheme, the funds that Beasley raised primarily flowed through his law
13 firm’s attorney trust account (or “IOLTA”) maintained at Wells Fargo. Receiver Decl. ¶ 3. Class
14 Plaintiffs allege that Wells Fargo became aware of Beasley’s red flag banking activity but continued to
15 accept new deposits and execute transfers, sustaining the scheme. *E.g.*, ECF No. 37, ¶¶ 3-10. For its
16 part, Wells Fargo has mounted a strenuous defense, maintaining it did nothing wrong.

17 Plaintiffs Allan Carso, Barrett Henzel, Craig Rodney Michaelis, Bryce Kelly, Gary Lundin,
18 Joshua Luekenga, Clint McDaniel, and Dan McDaniel are among the hundreds of investors in
19 Beasley’s Ponzi scheme who suffered losses (collectively, “Class Plaintiffs”). *Id.*, ¶¶ 37-91.

20 **II. Procedural History**

21 **A. Litigation**

22 These actions were filed in March and April 2022. They were consolidated under Local Rule
23 42-1(b) and assigned to the Hon. Gloria M. Navarro and Magistrate Judge Nancy J. Koppe on May 10,
24 2022. ECF No. 21. In their consolidated complaint, Class Plaintiffs sue Wells Fargo for (1) violations
25 of the Nevada Uniform Fiduciaries Act; (2) aiding and abetting breach of fiduciary duty; (3) aiding and
26 abetting fraud; and (4) negligence. ECF No. 37.

27 Wells Fargo also faces claims brought by Geoff Winkler, the court-appointed Receiver (the
28 “Receiver,” together with Class Plaintiffs, “Plaintiffs”) on behalf of the business entities created by

1 Beasley and Judd to further the Ponzi scheme. *See Winkler v. Wells Fargo Bank, N.A.*, No. 2:23-cv-
2 00703-GMN-NJK (the “Receiver Action”). The Receiver, like Class Plaintiffs, sues Wells Fargo for
3 aiding and abetting the Ponzi scheme. *Id.* at ECF No. 1 ¶ 2.

4 After the class action lawsuits were consolidated, Wells Fargo moved to dismiss all the claims,
5 ECF No. 39, and moved to stay discovery pending the resolution of its motion to dismiss, ECF No. 44.
6 Magistrate Judge Koppe denied a motion to stay discovery on September 28, 2022. ECF No. 53. And
7 Judge Navarro largely denied Wells Fargo’s motion to dismiss on March 18, 2023. ECF No. 74.

8 The parties then engaged in thorough discovery on a coordinated basis. Joint Declaration of
9 Counsel (“Counsel Decl.”), attached as Exhibit 2, ¶ 11. Plaintiffs’ counsel reviewed tens of thousands
10 of documents and deposed 17 current and former Wells Fargo employees and Wells Fargo’s Rule
11 30(b)(6) designee. *Id.* ¶ 12. Class Counsel served five sets of interrogatories and three sets of requests
12 for admission. *Id.* For its part, Wells Fargo served five sets of requests for production, four sets of
13 interrogatories, and a set of requests for admission, and it deposed all eight Class Plaintiffs. *Id.* ¶ 13.
14 Wells Fargo also served third-party discovery on the *former* named plaintiffs (who were not named in
15 the Consolidated Class Action Complaint), on the LLCs some Class Plaintiffs formed for investment
16 purposes, and on other investors in the Ponzi scheme. *Id.* ¶ 14. Class Counsel represented these non-
17 parties for discovery purposes. *Id.* The parties resolved many of their disputes through negotiation. *Id.*
18 ¶¶ 12-14. There were nevertheless six discovery motions presented to Magistrate Judge Koppe. *Id.*; *see*
19 *also* ECF Nos. 62, 69, 96, 148, 172, 268.

20 Concurrently with fact discovery, Plaintiffs retained a banking-industry expert, an expert on
21 IOLTAs, and the Receiver’s chief forensic accountant as an expert on damages. Counsel Decl. ¶ 16.
22 Wells Fargo retained a banking expert and a forensic accounting expert. *Id.* The parties exchanged
23 opening and rebuttal reports and deposed each of the opposing party’s experts. *Id.* Wells Fargo also
24 deposed the Receiver. *Id.* ¶ 15.

25 After the completion of fact and expert discovery, the parties fully briefed Class Plaintiffs’
26 motion for class certification. ECF No. 188. Wells Fargo then moved to strike the declaration of
27 Receiver Geoff Winkler (filed in support of Class Plaintiffs’ class certification motion), ECF No. 204,
28 and moved for summary judgment, ECF No. 219. The parties fully briefed those motions. The parties

1 also briefed four motions to exclude expert testimony. *See* ECF Nos. 246, 201, 208, 264. These motions
 2 remained pending as of August 27, 2025, the date that the Court granted the parties’ joint stipulation to
 3 stay the case to mediate. ECF No. 272.

4 **B. Settlement Efforts**

5 Over the course of the litigation, the parties participated in three separate mediation sessions
 6 with Robert A. Meyer of JAMS. Counsel Decl. ¶ 19. After mediating unsuccessfully in October 2023
 7 and February 2024, the parties mediated again with Mr. Meyer on October 1, 2025. *Id.* The parties
 8 reached an agreement in principle at the close of the final session. *Id.* Following that initial agreement,
 9 the parties negotiated the Settlement Agreement, attached as Exhibit 1 (the “Settlement”), and logistics
 10 of settlement approval. *Id.* ¶ 20.

11 **Overview of the Settlement**

12 The Settlement is among Class Plaintiffs, the Settlement Class Members, the Receiver, and
 13 Wells Fargo, and it disposes of all the claims in the Class Action and Receiver Action. Wells Fargo will
 14 pay \$50 million for the benefit of Settlement Class Members, to be distributed, net of court-approved
 15 attorneys’ fees and costs, *pro rata* according to loss, as provided by the Receiver’s distribution plan in
 16 the SEC Action.

17 **III. The Settlement Class Members**

18 The proposed Settlement Class is defined as “All natural and legal persons who invested in a
 19 J&J Entity lawsuit settlement contract between January 2017 and March 2022 and who incurred a loss
 20 of their principal investment (in whole or in part) as determined by the Receiver pursuant to his court-
 21 appointed duties and as identified in the Receiver’s official records submitted to the Court in the SEC
 22 Action.”² Settlement § 1.12. The Settlement Class explicitly incorporates the Receiver’s net loss
 23 determinations, a narrower definition than in the Consolidated Complaint. *See* ECF No. 37, ¶ 190 (“All
 24 natural and legal persons who invested in a J&J Entity lawsuit settlement contract between January
 25

26 ² Excluded from the Settlement Class are Wells Fargo and the Relevant Non-Parties as defined in the
 27 Class Action Complaint; their parents, affiliates, subsidiaries, legal representatives, predecessors,
 28 successors, assigns, and employees; and any judge to whom the Class Action or Receiver Action is
 assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as
 well as the spouses of such persons. Settlement § 1.12.

1 2017 and March 2022.”). *See Beck-Ellman v. Kaz USA, Inc.*, 2013 WL 1748729, at *1 & n.1 (S.D. Cal.
2 Jan. 7, 2013) (modifying the class definition and granting preliminary approval); *Cottle v. Plaid Inc.*,
3 340 F.R.D. 356, 379 (N.D. Cal. 2021) (granting preliminary approval of a settlement class that was
4 both broader and narrower than the class in the operative complaint based on discovery).

5 **IV. Administration, Notice, and Plan of Distribution**

6 To reduce expense and limit investor confusion, the parties will rely on the information and
7 administrative work done by the Receiver and his agent, Stretto, Inc. The Receiver has compiled
8 investor addresses and performed a forensic investigation to determine the amount lost by each
9 Settlement Class Member. Receiver Decl. ¶¶ 5-8; *see also* SEC Action, ECF Nos. 821, 845. The
10 Receiver notified each investor of their loss determination and allowed them to confirm or contest the
11 conclusion. Receiver Decl. ¶ 9. If a claim determination is contested and not resolved informally, the
12 dispute will be submitted to Judge Silva in the SEC Action. *Id.*; SEC Action ECF Nos. 821, 845. The
13 parties will rely on the Receiver’s loss determinations to distribute net settlement funds, except that any
14 investor who failed to make a claim in the SEC Action will get a second chance under the terms of the
15 Settlement. Settlement §§ 5.1.1, 5.1.2.

16 Notice will be given by mail and email, using addresses compiled by the Receiver. *Id.* § 7.4;
17 Receiver Decl. ¶ 13. The Receiver will also post the notice on the Receivership website. Settlement
18 § 7.4. To avoid overtaxing the Receiver’s resources, the parties will rely on Stretto to give notice to
19 government officials under the Class Action Fairness Act, mail notice, receive opt outs, and perform
20 any payment support tasks requested by the Receiver. *E.g.*, Settlement §§ 5.2, 6.1, 7.7, 11.1.2, 11.1.6,
21 12.1.4; Declaration of Justin Hughes (the “Hughes Decl.”), attached as Exhibit 4, ¶ 6.

22 **V. Attorneys’ Fees, Costs, and Service Awards**

23 Pursuant to Fed. R. Civ. Pro. 23(h), Class Counsel will request attorneys’ fees not to exceed
24 \$16.665 million, or 33.33% of the \$50 million settlement fund, reimbursement of expenses up to
25 \$900,000, and individual awards of \$10,000 to each of the eight Class Representatives in recognition of
26 their service. Settlement §§ 16.1, 16.4. The motion will be made 30 days after notice is mailed and 30
27 days before the objection deadline, giving Class Members sufficient time to react to the motion. *Id.*
28 § 16.2.

1 **VI. Scope of Releases**

2 In exchange for the benefits provided under the Settlement, Class Plaintiffs, Settlement Class
 3 Members, the Receiver, and the J&J Entities in Receivership will release and be barred from reasserting
 4 claims against Wells Fargo “that in any way concern, arise out of, or relate to in any way to the
 5 following: any claims arising from or relating to the J&J Investment Scheme, including the claims,
 6 events, transactions, or circumstances that were or could have been alleged in the Class Action, the
 7 Receiver Action, or the SEC Action, based on the facts alleged or which arise out of or relate to facts
 8 alleged.” *Id.* § 1.45. Class Members will have an opportunity to opt out of the Settlement after
 9 receiving notice, and any Class Member who opts out will not share in the Settlement or be subject to
 10 the release or the bar order. *Id.* § 11.1.5.

11 **VII. Receiver Approval Process**

12 Because the Settlement implicates the interests of both the stakeholders in the Receivership in
 13 addition to those of Class Members, it requires both courts’ approval. The Receiver is submitting an
 14 approval motion in the SEC Action concurrently with Class Plaintiffs’ filing of this motion. Receiver
 15 Decl. ¶ 16; *see also* Settlement §§ 2.4.1, 2.4.2. The Court in the SEC Action will hear any objections
 16 from individuals other than Class Members (such as creditors and net-winning investors). This Court
 17 will hear any Class Member objections. Settlement §§ 12.1.2, 12.2.2. To the extent that there are any
 18 objections in either the SEC Action or the Class Action, the parties will inform the other court. Counsel
 19 Decl. ¶ 24.

20 **Argument**

21 A class action may be settled only with the Court’s approval. Fed. R. Civ. P. 23(e). The
 22 preliminary approval stage is governed by Rule 23(e)(1). The Court may preliminarily approve the
 23 settlement only if it concludes that it will “likely” be able to (a) certify the class for purposes of
 24 judgment and (b) approve the parties’ settlement as fair, reasonable, and adequate. If it grants
 25 preliminary approval, the Court must then direct notice in a reasonable manner to all class members
 26 who would be bound by the settlement. Fed. R. Civ. P. 23(e)(1)(B).

27 Whether a settlement merits approval as fair, reasonable, and adequate is guided by the
 28 elements in Rule 23(e)(2). Supplementing those Rule 23(e) elements are the “*Churchill* factors.” *See*

1 generally *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004); see also *Daniels v.*
 2 *Aria Resort & Casino, LLC*, 2023 WL 2634613, at *2-3 (D. Nev. Mar. 23, 2023) (Navarro, J.)
 3 (applying both Rule 23 and *Churchill* factors); *Kim v. Allison*, 8 F.4th 1170, 1178 (9th Cir. 2021).³
 4 Courts must also scrutinize settlements for evidence of collusion between plaintiff’s counsel and the
 5 defendant. *Dempsey v. Smith’s Food & Drug Ctrs., Inc.*, 2025 WL 3551993, at *3 (D. Nev. Dec. 10,
 6 2025) (citing *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)).
 7 Class Plaintiffs explain below why the Settlement merits approval, under both Rule 23(e)(2) and the
 8 *Churchill* factors, and why there is no evidence of collusion under *Bluetooth*, before later explaining
 9 why the class satisfies the requirements for class certification and why the proposed notice plan is
 10 sufficient.

11 **VIII. The proposed Settlement merits approval under Rule 23(e) and the *Churchill* factors.**

12 To assess whether a proposed settlement is fair, reasonable, and adequate, Rule 23(e)(2) directs
 13 courts to consider: (1) the adequacy of representation; (2) whether the proposal was negotiated at arm’s
 14 length; (3) the adequacy of the relief provided by the settlement; and (4) whether the agreement treats
 15 class members equitably. See Fed. R. Civ. P. 23(e)(2).

16 In *Churchill Village, L.L.C. v. General Electric*, the Ninth Circuit also articulated the following
 17 list of additional factors for approving class settlements:

18 (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely
 19 duration of further litigation; (3) the risk of maintaining class action status throughout the
 20 trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the
 21 stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a

22
 23
 24 ³ Before Rule 23 was amended in December 2018, federal courts of appeal developed their own
 25 multifactor tests to evaluate class settlements. See, e.g., *Churchill*, 361 F.3d at 575. The 2018 Advisory
 26 Committee recognized the continuing application of these factors, explaining that the amendments were
 27 not designed “to displace any factor, but rather to focus the court and the lawyers on the core concerns
 28 of procedure and substance that should guide the decision whether to approve the proposal.” Fed. R.
 Civ. P. 23(e)(2), Advisory Committee’s Notes. Accordingly, courts apply the framework of amended
 Rule 23 while “continuing to draw guidance from the Ninth Circuit’s factors and relevant precedent.”
Hefler v. Wells Fargo & Co., 2018 WL 6619983, at *4 (N.D. Cal. Dec. 17, 2018).

1 governmental participant; and (8) the reaction of the class members to the proposed
2 settlement.⁴

3 361 F.3d at 575. Applying Rule 23(e)(2) and the *Churchill* factors indicates that the Court will likely be
4 able to approve the Settlement as fair, reasonable, and adequate. For the sake of efficiency, Class
5 Plaintiffs apply each element of Rule 23(e)(2) below, while addressing the relevant *Churchill* factors as
6 they overlap with those elements.

7 **A. Class Plaintiffs and their counsel adequately represented the class (Rule**
8 **23(e)(2)(A)).**

9 Under Rule 23(e)(2)(A), the first factor is the adequacy of representation by the class
10 representatives and attorneys. This analysis includes “the nature and amount of discovery” undertaken
11 in the litigation. Fed. R. Civ. P. 23(e)(2)(A), Advisory Committee’s Notes.

12 Class Plaintiffs diligently represented the class and actively participated in the litigation and
13 discovery over the past several years, including by responding to written discovery requests and
14 producing thousands of pages of documents. Counsel Decl. ¶¶ 13, 32. Each Class Plaintiff gave a full
15 day deposition. *Id.* Throughout, they have remained in contact with counsel, monitored the litigation,
16 and acted with the interests of the class in mind. *Id.* ¶ 32.

17 Class Counsel have also adequately represented the class. They have vigorously prosecuted this
18 case for the past four years. Their work includes opposing Wells Fargo’s motion to dismiss, as well as
19 briefing on six discovery motions, class certification, summary judgment, four *Daubert* motions, and a
20 motion to strike the Receiver’s declaration. *Id.* ¶¶ 9, 17. Class Counsel vigorously pursued discovery,
21 taking 17 depositions of current and former Wells Fargo employees and Wells Fargo’s Rule 30(b)(6)
22 designee (after months of contentious negotiations over the scope of document discovery and Rule
23 30(b)(6) topics), and the analysis of tens of thousands of pages of documents. *Id.* ¶ 12. Class Counsel
24 subpoenaed former Wells Fargo employees, third-party banks, the State Bar of Nevada, and the
25 Department of Justice. *Id.* ¶ 14. Wells Fargo served subpoenas on the former named plaintiffs, the Class

26 ⁴ *Churchill* Factor 7 (the presence of a governmental participant) is inapplicable here. Factor 8 (the
27 reaction of class members) does not apply now because it is best considered after notice of the
28 settlement is sent to class members. Class Plaintiffs will address the eighth *Churchill* factor at the final
approval stage, after class members have had the opportunity to opt-out from or object to the
settlement.

1 Plaintiffs' investment LLCs, and other investors. *Id.* ¶ 13. Class Counsel represented these non-parties
2 for the purposes of Wells Fargo's subpoenas and negotiated the scope of discovery with Wells Fargo.
3 *Id.* Class Counsel engaged well-qualified experts who issued initial reports and (in two instances)
4 rebuttal reports. *Id.* ¶ 16. Class Counsel deposed Wells Fargo's experts and defended the depositions of
5 Plaintiffs' experts. *Id.* As part of these efforts, Class Counsel advanced over 19,000 hours in attorney
6 time, amounting to over \$14.5 million at counsel's hourly rates, on behalf of the class and with no
7 assurance that those expenses would ever be reimbursed. *Id.* ¶ 30.

8 The Court should thus find that Rule 23(e)(2)(A) weighs in favor of approval.

9 **B. The proposed Settlement is the product of arm's length, non-collusive negotiations**
10 **(Rule 23(e)(2)(B) and *Churchill* Factor 5).**

11 The second Rule 23(e)(2) element asks the Court to evaluate whether the settlement was
12 negotiated at arm's length. Fed. R. Civ. P. 23(e)(2)(B). This element is a "procedural" concern, that
13 "look[s] to the conduct of litigation and of the negotiations leading up to the proposed settlement." Fed.
14 R. Civ. P. 23(e)(2)(A)-(B), Advisory Committee's Notes. Relatedly, the fifth *Churchill* factor evaluates
15 the extent of discovery completed and the stage of the proceedings at which settlement was achieved.
16 361 F.3d at 575.

17 Here, the Settlement is the result of good faith, arm's-length bargaining between experienced
18 attorneys representing Class Plaintiffs, the Receiver, and Wells Fargo. The parties reached a settlement
19 after more than three and a half years of contentious litigation and three separate mediation sessions in
20 front of an experienced JAMS mediator. Counsel Decl. ¶ 19. The negotiations accordingly "were
21 conducted in a manner that would protect and further the class interests." Fed. R. Civ. P. 23(e)(2)(A)-
22 (B), Advisory Committee's Notes. And, as recounted in the previous section, the settlement follows
23 years of hard-fought litigation featuring considerable motion practice and the completion of fact and
24 expert discovery. Counsel Decl. ¶¶ 18, 19. Since the parties all "had a good grasp on the merits of their
25 case before settlement talks began," this factor too weighs in favor of approval. *Daniels*, 2023 WL
26 2634613, at *3 (quoting *Rodriguez v. W. Publishing Corp.*, 563 F.3d 948, 967 (9th Cir. 2009)).

27 In addition to the Rule 23(e)(2) and *Churchill* factors, the Court can readily conclude that the
28 Settlement is not the product of collusion, applying the heightened scrutiny required under *In re*

1 *Bluetooth*, 654 F.3d at 947. *See id.* (signs of collusion include when class counsel receives a
2 disproportionate portion of the settlement, the presence of a clear sailing agreement, and when fees not
3 awarded revert back to the defendant); *Kim*, 8 F.4th at 1179 (courts must not only consider the
4 *Churchill* factors but also apply heightened scrutiny to the terms of proposed attorney’s fees and the
5 settlement for signs of collusion). First, there is no evidence of “explicit collusion” as the Settlement
6 was reached with the help of a professional mediator at the conclusion of the Parties’ third attempt to
7 reach a settlement. *See In re Bluetooth*, 654 F.3d at 948 (while not dispositive, presence of mediator
8 does weigh in favor of finding the settlement is not collusive); *In re MGM Mirage Sec. Litig.*, 708 F.
9 App’x 894, 897 (9th Cir. 2017) (mediator’s presence supported district court’s finding that the
10 settlement was non-collusive); Counsel Decl. ¶ 19. Additionally, the Settlement calls for payment of a
11 substantial non-reversionary fund. Settlement § 3.1.3.

12 While Wells Fargo takes no position as to Plaintiffs’ Counsel’s requested attorneys’ fees, that
13 does not amount to a clear sailing provision. *See In re MGM*, 708 F. App’x at 897 n.4 (“settlement
14 provision providing that Defendants ‘shall take no position’ as to Plaintiffs fee application” was not
15 clear sailing provision because it “neither set a ceiling for the amount of fees Plaintiffs could request
16 ... nor provided for the payment of fees separate and apart from class funds”). Even if treated as a clear
17 sailing provision, it does not mean the settlement is collusive. When a class-action settlement includes a
18 clear sailing provision, a court has a “heightened duty to peer into the provision and scrutinize closely
19 the relationship between attorney’s fees and benefit to the class, being careful to avoid awarding
20 ‘unreasonably high’ fees simply because they are uncontested.” *Briseño v. Henderson*, 998 F.3d 1014,
21 1027 (9th Cir. 2021) (quoting *In re Bluetooth*, 654 F.3d at 948). Class Counsel’s proposed fee award is
22 not disproportionate to the recovery of the Class because the contemplated fees as a percentage of the
23 fund are within the commonly accepted range of reasonable attorneys’ fees in the Ninth Circuit. *See*
24 *Small v. Univ. Med. Ctr. of S. Nev.*, 2019 WL 3063509, at *2 (D. Nev. May 29, 2019) (approving an
25 award of fees of 33% of the maximum settlement amount); *In re MGM Int’l Resorts Data Breach*
26 *Litig.*, No. 20-cv-00376-GMN-NJK, ECF No. 262 at 5 (D. Nev. June 18, 2025) (Navarro, J.) (awarding
27 30% of settlement fund).

1 The Court should thus conclude that “the settlement is not the product of collusion among the
2 negotiating parties” and find that Rule 23(e)(2)(B) and *Churchill* Factor 5 weigh in favor of approval.
3 *In re Bluetooth*, 654 F.3d at 947.

4 **C. The quality of relief to the class weighs in favor of approval (Rule 23(e)(2)(C) and**
5 ***Churchill* Factors 1-4, 6).**

6 The third Rule 23(e) factor to be considered is whether “the relief provided for the class is
7 adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of
8 any proposed method of distributing relief to the class, including the method of processing class-
9 member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment;
10 and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C).
11 Under this factor, the relief “to class members is a central concern.” Fed. R. Civ. P. 23(e)(2)(C),
12 Advisory Committee’s Note.

13 Likewise, five of the *Churchill* factors consider the strength of Class Plaintiffs’ case; the risk,
14 expense, complexity, and likely duration of further litigation; the risk of maintaining class action status
15 throughout the trial; the amount offered in settlement; and the experience and views of counsel. *See* 361
16 F.3d at 575.

17 **1. The Settlement provides favorable relief for the proposed class (*Churchill***
18 **Factors 4 and 6).**

19 Two of the *Churchill* factors consider the amount offered in settlement and the experience and
20 views of counsel. *See* 361 F.3d at 575. Here, the Settlement is for \$50 million, delivering a substantial
21 monetary recovery. The Settlement Fund represents a sizeable portion of what the class might have
22 hoped to recover from Wells Fargo had it prevailed at trial and, in the experience of Class Counsel, is
23 an outstanding result in an aid-and-abetting case.

24 Plaintiffs’ Counsel estimate recoverable damage at trial of approximately \$121.95 million,
25 considering offsets and other factors. Counsel Decl. ¶ 27. The \$50 million recovery for the Settlement
26 Class represents, in Class Counsel’s estimation, roughly 41% of the damages Class Plaintiffs stood to
27 recover at trial. *Id.* It bears emphasis that a jury (assuming Class Plaintiffs survive summary judgment
28 and prevail on class certification) could return a verdict for less in damages or none at all.

1 The recovery here thus compares favorably with recent settlements in similar cases, where
 2 recoveries of 25% or less of the class’s total potential recovery have been the norm. The table below
 3 shows comparable settlements in the Ninth Circuit, analyzing the settlement recoveries as a percentage
 4 of the net-loss amount potentially recoverable at trial.

Case	Recoverable Investor Net Loss	Settlement	% Recovery
<i>In re J&J Investment Litigation</i> , No. 22-cv-00529 (D. Nev.)	\$121.95 million	\$50 million	41%
<i>Chang v. Wells Fargo Bank</i> , No. 19-CV-01973-HSG (N.D. Cal.)	\$30 – \$100 million ⁵	\$3.75 million ⁶	4 – 13%
<i>Jenson v. First Trust Corp.</i> , No. 05-cv-03124-ABC (C.D. Cal.)	\$91.5 million ⁷	\$8.5 million ⁸	9%
<i>McNamara v. Wells Fargo Bank</i> , No. 21-cv-1245-TWR (S.D. Cal.)	\$294 million ⁹	\$33 million ¹⁰	11%
<i>Neilson v. Union Bank</i> , No. 02-cv-06942-MMM (C.D. Cal.)	\$200+ million ¹¹	\$26.5 million ¹²	13% ¹³

17 ⁵ ECF No. 129 at 10-11 (estimating out-of-pocket losses at just over \$100 million but noting that up to
 18 \$70 million being held by the receivership estate could ultimately be returned to investors as well).

19 ⁶ *Chang*, 2023 WL 6961555, at *2 (N.D. Cal. Oct. 19, 2023) (disregarding funds held by receivership
 20 estate, “the total settlement amount of \$3.75 million represents approximately 3.75% of total estimated
 21 losses”).

22 ⁷ *Jenson*, 2008 WL 11338161, at *1 n.2 (C.D. Cal. June 9, 2008) (“the net-loss suffered by the Class is
 23 approximately \$91.5 million”).

24 ⁸ *Id.* at 6.

25 ⁹ ECF No. 383 at 25 n.19 (explaining that class plaintiffs sought \$294 million in compensatory
 26 damages).

27 ¹⁰ *Id.* at 25.

28 ¹¹ ECF No. 308 at 2 (“Plaintiffs allege that more than \$200,000,000 of [\$600,000,000 received from
 investors] has never been returned”).

¹² *Id.* at 5-6 (\$26.5 million settlement fund to compensate both class and non-class investors for all
 claims, including aiding-and-abetting claims).

¹³ *Id.* at 26 (“The proposed settlement amount thus represents approximately 13% of the damages the
 class sought to recover on the aiding and abetting claims”).

Case	Recoverable Investor Net Loss	Settlement	% Recovery
<i>Gonzalez v. Lloyds TSB Bank</i> , No. 06-cv-01433-VBF (C.D. Cal.)	\$90 million ¹⁴	\$17.04 million ⁵	19%
<i>Evans v. ZB, N.A.</i> , No. 2:17-cv-01123 (E.D. Cal.)	\$55 million ¹⁵	\$14 million	25%
<i>Camenisch v. Umpqua Bank</i> , No. 20-cv-5905-PCP (N.D. Cal.)	\$149.4 million ¹⁶	\$55 million ¹⁷	37%

In short, the proposed Settlement represents an outstanding recovery for the class. In Class Counsel’s decades of experience, this is an exceptional result, weighing in favor of approval. Class Counsel Decl. ¶ 26; *see also Daniels*, 2023 WL 2634613, at *4.

2. Continued litigation would entail cost, risk, and delay (Rule 23(e)(2)(C)(i) and Churchill Factors 1, 2, and 3).

Under Rule 23(e)(2)(C)(i), the benefits of settlement are weighed against the costs, risk, delay of trial and appeals. Fed. R. Civ. P. 23(e)(2)(C)(i). Likewise, the first three *Churchill* factors consider (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial. 361 F.3d at 575. Approving a settlement is “preferable to lengthy and expensive litigation with uncertain results” unless the settlement would provide “clearly inadequate” relief. *Daniels*, 2023 WL 2634613, at *2 (quoting *Nat’l Rural Telecommc’ns Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004)).

Class Counsel are intimately familiar with the strengths and weaknesses of this case. The Court largely denied Wells Fargo’s motion to dismiss. ECF No. 74. Class Counsel marshalled evidence in support of class certification, *see* ECF Nos. 188, 217, and in opposition to summary judgment, *see* ECF No. 250. As of the date the Settlement was reached, numerous motions remained pending before the Court, including Class Plaintiffs’ motion for class certification (ECF No. 188), Wells Fargo’s motion to

¹⁴ ECF No. 189 at 5-6, *adopted by* ECF No. 197.

¹⁵ ECF No. 105 at 10.

¹⁶ ECF No. 472 at 14-15.

¹⁷ *Id.* at 9-10.

1 strike the declaration of Geoff Winkler from Class Plaintiffs’ class certification motion (ECF No. 204),
2 Wells Fargo’s motion for summary judgment (ECF No. 219), Plaintiffs’ motion to exclude Wells
3 Fargo’s expert Karl Jarek (ECF No. 246), Wells Fargo’s motions to exclude Plaintiffs’ experts David
4 A. Clark, John Hall, and Kenneth Simmons (ECF Nos. 201, 208, 264), and Plaintiffs’ motion to compel
5 discovery (ECF No. 270). Class Counsel recognize that continued litigation against Wells Fargo poses
6 substantial risk.

7 Following the Court’s ruling on the motion of class certification, there is a risk that either party
8 would have appealed the decision under Rule 23(f) or that Wells Fargo would move to decertify the
9 class. And, had Class Plaintiffs prevailed on both class certification and summary judgment, the parties
10 would have needed to brief motions *in limine*, prepare for trial, conduct the trial, and then brief any
11 subsequent appeals. Each stage would have added risk and necessarily imposed delay and costs before
12 relief could be provided to the defrauded investors. The Settlement avoids these risks, delays and
13 expenditures, and it offers substantial relief now.

14 **3. The Settlement provides for an effective distribution of proceeds to the**
15 **class (Rule 23(e)(2)(C)(ii)).**

16 Rule 23(e)(2)(C)(ii) examines “the effectiveness of any proposed method of distributing relief
17 to the class, including the method of processing class-member claims.” Fed. R. Civ. P. 23(e)(2)(C)(ii).
18 The parties agree that the Receiver will be responsible for distributing the Settlement fund, consistent
19 with the process approved by the court in the SEC Action. Settlement § 5.1.6.

20 Since his appointment as receiver in June 2022, the Receiver and his staff have undertaken an
21 extensive forensic accounting and have traced the Ponzi scheme’s flow of funds. Receiver Decl. ¶¶ 5,
22 6; *see also* SEC Action, ECF No. 792. The Receiver gave each investor notice of a tentative claim
23 determination according to his forensic accounting and an opportunity to contest the determination.
24 Receiver Decl. ¶ 9; *see also* SEC Action, ECF Nos. 792, 821, 845. If a claim determination is contested
25 and not resolved informally, the dispute will be submitted to Judge Silva in the SEC Action. Receiver
26 Decl. ¶ 9; SEC Action ECF Nos. 821, 845.

27 The Settlement will distribute the net recovery based on the Receiver’s court-approved claim
28 determinations. Settlement § 5.1.6. No new claim will be required to receive a distribution, but if a

1 Settlement Class Member missed their opportunity to respond in the SEC Action, they will get a second
 2 chance to submit a claim during the notice period. *Id.* §§ 5.1.1, 5.1.2. All Class Members will have the
 3 opportunity to participate in the Settlement. After the claims process is completed, the Receiver will
 4 distribute the Settlement Funds *pro rata* in proportion to each Settlement Class Member’s documented
 5 loss in the Ponzi scheme. Receiver Decl. ¶ 11.

6 Similar approaches are routinely approved in cases where a receiver or trustee was previously in
 7 place to marshal assets and make distributions to defrauded investors. *See, e.g., Todd Benjamin Int’l,*
 8 *Ltd. v. Grant Thornton Int’l, Ltd.*, 2025 WL 26770, at *2 (S.D. Fla. Jan. 3, 2025) (approving
 9 distribution in accordance with plan of the court-appointed receiver); *In re Woodbridge Invests. Litig.*,
 10 2021 WL 6618678, at *2-3 (C.D. Cal. Sept. 3, 2021) (appointing the bankruptcy trustee to implement
 11 the class notice program and distribute funds); *Sesto v. Prospect CharterCARE, LLC*, 2019 WL
 12 2394251, at *5-6 (D.R.I. June 6, 2019) (approving notice plan effected by a court-appointed receiver).

13 **4. The terms of the proposed attorneys’ fees request support preliminary**
 14 **approval (Rule 23(e)(2)(C)(iii)).**

15 Next, Rule 23(e)(2)(C)(iii) looks at “the terms of any proposed award of attorney’s fees,
 16 including timing of payment.” In common fund cases, the Ninth Circuit benchmark for a fee award is
 17 25% of the fund. *See Daniels*, 2023 WL 2634613, at *5. A court may approve a higher percentage
 18 based on “(1) the result achieved; (2) the risk involved in the litigation; (3) the skill required and quality
 19 of work by counsel; (4) the contingent nature of the fee; and (5) awards made in similar cases.” *Id.*
 20 (quoting *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047-48 (9th Cir. 2002)).

21 Here, Plaintiffs’ Counsel will seek up to 33.33% of the Settlement fund, which will be paid only
 22 upon final approval in this case and an approval order in the SEC Action.¹⁸ Settlement §§ 2.7, 16.1. The
 23 strength of the settlement here, in the face of challenging and risky litigation against a defendant who
 24 mounted a spirited and skilled opposition, justifies an upward departure from the benchmark. As
 25 discussed, the settlement provides favorable relief for the Ponzi scheme victims—providing a
 26 percentage of recovery well above the mean. *See supra* § I.C.1. And Plaintiffs’ Counsel obtained this

27 _____
 28 ¹⁸ This award of attorneys’ fees also includes the fees for Class Counsel and counsel in the Receiver
 Action.

1 recovery in the face of considerable risk. *See supra* § I.C.2. Plaintiffs’ Counsel employed their skill,
 2 knowledge, and experience to plead viable claims, develop the necessary evidence, and position
 3 investors for a strong class recovery. The fee they seek is in line with awards in other aiding and
 4 abetting cases. *See, e.g., Jenson v. First Tr. Corp.*, 2008 WL 11338161, at *11-15 (C.D. Cal. June 9,
 5 2008) (award of 33%); *In re Silvergate Bank*, No. 3:23-cv-01406-RBM-BLM, ECF No. 92 (S.D. Cal.
 6 Feb. 16, 2026) (same); *McNamara v. Wells Fargo & Co.*, No. 3:21-cv-01245-TWR-DDL, ECF No. 395
 7 (S.D. Cal. Mar. 26, 2026) (same); *Evans v. Zions Bancorporation, N.A.*, 2022 WL 16815301, at *6-7
 8 (E.D. Cal. Nov. 8, 2022) (award of 30%).

9 At the preliminary approval stage, the terms of the proposed attorneys’ fees are reasonable and
 10 support initial approval of the Settlement. The decision to award the full fee or a lesser amount is
 11 reserved to the Court on full briefing.

12 **5. Other agreements pertaining to the Settlement (Rule 23(e)(2)(C)(iv)).**

13 An additional factor for consideration under Rule 23(e)(2)(C) is the existence of any agreements
 14 required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C)(iv). Here, the Settlement
 15 Agreement contains a common provision in class action settlements: if a sufficient threshold of
 16 investors opt out, Wells Fargo will have the right to terminate the Settlement Agreement. Settlement
 17 § 13.3. The confidential threshold amounts appear in a separate, confidential Opt-Out Termination
 18 Agreement. Counsel Decl. ¶ 25; Settlement § 13.5. Plaintiffs will submit the confidential agreement in
 19 camera for the Court’s review upon request. The threshold is often treated as confidential “to
 20 encourage settlement and discourage third parties from soliciting class members to opt out” and
 21 because it is not material to class members’ decisions to either participate or opt out. *In re Health S.*
 22 *Corp. Sec. Litig.*, 334 F. App’x 248, 250 n.4 (11th Cir. 2009); *Ray v. Nat’l Collegiate Athletic Ass’n*,
 23 2026 WL 310066, at *1 (E.D. Cal. Feb. 5, 2026); *see, e.g., In re Google Assistant Priv. Litig.*, 2026 WL
 24 326809, at *1 (N.D. Cal. Feb. 6, 2026) (citing *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934,
 25 948 (9th Cir. 2015)).

26 There are no other agreements under Rule 23(e)(3).
 27
 28

1 **D. The Settlement treats all Settlement Class Members equitably (Rule 23(e)(2)(D)).**

2 The final Rule 23(e)(2) factor turns on whether the proposed settlement “treats class members
3 equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). “Matters of concern could include
4 whether the apportionment of relief among class members takes appropriate account of differences
5 among their claims, and whether the scope of the release may affect class members in different ways
6 that bear on the apportionment of relief.” Fed. R. Civ. P. 23(e)(2)(C)-(D), Advisory Committee’s
7 Notes.

8 Here, the Settlement treats all Settlement Class Members equitably. The Settlement Fund will
9 be distributed consistently with the Receiver’s distribution plan in the SEC Action. *See supra* § I.C.3;
10 Settlement § 5.1.6. The Receiver intends to distribute the Settlement Fund (and the other funds he has
11 marshalled) following a *pro rata* distribution plan. Receiver Decl. ¶ 11. Other courts have found such
12 *pro rata* distribution plans to be fair and reasonable and to treat investors equitably. *See, e.g., Evans*,
13 2022 WL 16815301, at *5 (approving a distribution scheme where “all class members are entitled to
14 *pro rata* monetary relief based on their respective net loss”); *Loomis v. Slendertone Distribution, Inc.*,
15 2021 WL 873340, at *8 (S.D. Cal. Mar. 9, 2021) (*pro rata* distribution plan treats class members
16 equitably). Further, the vast majority of investors (i.e., class members) have already completed the
17 claims procedures, and the limited number of class members who have not submitted a claim will get
18 another chance during the notice period. Receiver Decl. ¶¶ 9, 10; Settlement § 5.1.2.

19 Finally, though the Class Representatives will move for service awards, the extra payments are
20 in recognition for their efforts on behalf of the class, and the Ninth Circuit permits such awards. *See In*
21 *re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 785-86 (9th Cir. 2022) (reaffirming that
22 “reasonable incentive awards . . . are permitted” (quotation omitted)). Here, Class Counsel will seek
23 service awards of \$10,000 for each Class Representative. Settlement § 16.4. The Class Representatives’
24 service was not conditioned on receiving such awards, which they understand are entirely within the
25 Court’s discretion. Counsel Decl. ¶ 31. The Class Representatives made substantial contributions to the
26 litigation, including responding to multiple sets of interrogatories, producing thousands of pages of
27 documents, and appearing for searching, full-day depositions. *Id.* ¶ 32. Class Counsel will offer a more
28 detailed showing in support of their motion at the next stage. In sum, the Settlement Class Members are

1 treated equitably under the Settlement, and the Court should find that Rule 23(e)(2)(D) weighs in favor
2 of approval.

3 **IX. The Court is likely to be able to certify the class for settlement.**

4 To obtain class certification, Class Plaintiffs must satisfy the requirements of Rule 23(a)
5 (numerosity, commonality, typicality, and adequacy) as well as Rule 23(b)(3) (common questions
6 predominate over individual issues, and class treatment is the superior method for handling the case).
7 The Court is likely to be able to grant certification of the Settlement Class for many of the reasons
8 explained in Class Plaintiffs' motion for class certification. *See* ECF No. 188.

9 As a preliminary matter, the Settlement Class definition meets the requirement that “any valid
10 proposed class must be ascertainable based on objective criteria, and the proposed class definition
11 should describe a set of common characteristics sufficient to allow a prospective plaintiff to identify
12 himself or herself as having a right to recover based on the description.” *In re HCV Prison Litig.*, 2020
13 WL 806170, at *4 (D. Nev. Feb. 18, 2020) (quotation omitted); *Kristensen v. Credit Payment Servs.*, 12
14 F. Supp. 3d 1292, 1303 (D. Nev. 2014) (similar). The criteria for Settlement Class inclusion are
15 objective, not subjective, and members of the Settlement Class have been identified by the Receiver.
16 Receiver Decl. ¶ 7.

17 **A. Rule 23(a)'s requirements are likely met.**

18 The proposed Settlement Class satisfies each requirement of Rule 23(a).

19 **Numerosity.** Rule 23(a)(1) requires the class to be “so numerous that joinder of all members is
20 impracticable.” In general, numerosity is satisfied “when the class size exceeds forty members.” *Tyus v.*
21 *Wendy's of Las Vegas, Inc.*, 407 F. Supp. 3d 1088, 1097 (D. Nev. 2019) (Navarro, J.); *La Caria v.*
22 *Northstar Location Servs., LLC*, 2020 WL 2771185, at *3 (D. Nev. May 28, 2020) (Navarro, J.) (“[A]
23 forty-member class is often regarded as sufficient to meet the numerosity requirement.”). Numerosity
24 is satisfied here because the Settlement Class includes over 900 persons. Receiver Decl. ¶ 7.

25 **Commonality.** Rule 23(a)(2) requires that there be one or more “questions of law or fact
26 common to the class.” Fed. R. Civ. P. 23(a)(2). The commonality requirement is satisfied when class
27 members' claims “depend upon a common contention such that determination of its truth or falsity will
28 resolve an issue that is central to the validity of each claim in one stroke.” *Jimenez v. Allstate Ins. Co.*,

1 765 F.3d 1161, 1165 (9th Cir. 2014) (quotation omitted). “[E]ven a single common question will do’
2 for the purposes of Rule 23(a)(2).” *Tyus*, 407 F. Supp. 3d at 1098 (quoting *Wal-Mart Stores, Inc. v.*
3 *Dukes*, 564 U.S. 338, 359 (2011)).

4 Commonality is readily satisfied in cases like this one, because a bank’s liability for aiding and
5 abetting turns on questions common to the class. *See, e.g., Takiguchi v. MRI Int’l, Inc.*, 2016 WL
6 1091090, at *3-5 (D. Nev. Mar. 21, 2016) (common issues included whether Ponzi scheme existed and
7 whether defendants aided and abetted the fraud); *Camenisch v. Umpqua Bank*, 2022 WL 17740285, at
8 *8-9 (N.D. Cal. Dec. 16, 2022) (common issues included whether there was a global fraud and whether
9 defendant knew about the fraud); *Gonzales v. Lloyds TSB Bank*, 2007 WL 9711433, at *4 (C.D. Cal.
10 May 2, 2007) (commonality satisfied by investor claims that defendant bank aided and abetted Ponzi
11 scheme). Here, like in those cases, common questions raised by Class Plaintiffs’ claims include
12 whether material facts were concealed from investors; the presence or absence of a fiduciary duty;
13 whether the conduct at issue breached fiduciary duties; whether the alleged aider and abettor knew of
14 the primary actor’s misconduct; whether the alleged aider and abettor’s actions or inactions amounted
15 to substantial assistance; and the fact and amount of damages. Because the answers to these
16 questions—favorable or unfavorable—will be the same for all Settlement Class Members, the Court
17 should find that commonality is satisfied here.

18 **Typicality.** Rule 23(a)(3) requires that the “claims or defenses” of the Class Representatives
19 “are typical of the claims or defenses” of the members of the Settlement Class. To assess this element,
20 courts analyze “whether other [class] members have the same or similar injury, whether the action is
21 based on conduct which is not unique to the named plaintiffs, and whether other class members have
22 been injured by the same course of conduct.” *La Caria*, 2020 WL 2771185, at *5 (quoting *Wolin v.*
23 *Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010)). But “[t]he named plaintiff’s
24 injuries need not be ‘identically positioned’ with those of the class to satisfy the typicality
25 requirement.” *Tyus*, 407 F. Supp. 3d at 1098 (quoting *Parsons v. Ryan*, 754 F.3d 657, 686 (9th Cir.
26 2014)).

27 In this case, all Settlement Class Members’ claims arise from the same alleged conduct on the
28 part of Wells Fargo: maintaining Beasley’s accounts, processing his deposits and transactions, and

1 facilitating Beasley’s scheme. Because all members of the Settlement Class claim to have lost money
2 due to this same conduct, and because each Class Representative is among those who invested in the
3 scheme (and lost money when it collapsed), the Class Plaintiffs’ claims are typical. *See Greene v.*
4 *Jacob Transp. Servs., LLC*, 2017 WL 4158605, at *4 (D. Nev. Sept. 19, 2017) (Navarro, J.) (finding
5 typicality satisfied when “the proposed class has conceivably been injured by the same course of
6 conduct” as the named plaintiffs).

7 **Adequacy.** Rule 23(a)(4)’s adequacy requirement includes two parts: “(1) whether the named
8 plaintiffs and their counsel have any conflicts of interest with other class members, and (2) whether the
9 named plaintiffs and their counsel will prosecute the action vigorously on behalf of the class.” *Tyus*,
10 407 F. Supp. 3d at 1099 (quotation omitted). As discussed above, Plaintiffs’ counsel and the Class
11 Plaintiffs have adequately represented the class, satisfying this requirement. *See supra* § I.A.

12 **B. Rule 23(b)(3)’s requirements are likely met.**

13 The Court should also find that Rule 23(b)(3)’s requirement will likely be met here, too. Its
14 components—predominance and superiority—are both satisfied here.

15 **Predominance.** Rule 23(b)(3) requires that “questions of law or fact common to class members
16 predominate over any questions affecting only individual members.” Fed. R. Civ. P. 23(b)(3). It
17 assesses “whether the common, aggregation-enabling, issues in the case are more prevalent or
18 important than the non-common, aggregation-defeating, individual issues.” *Tyson Foods, Inc. v.*
19 *Bouaphakeo*, 577 U.S. 442, 453 (2016) (quotation omitted). But “predominance does not require that
20 all questions be common.” *DZ Rsrv. v. Meta Platforms, Inc.*, 96 F.4th 1223, 1238 (9th Cir. 2024).
21 Moreover, in a settlement, the Court is not required to examine whether the case would “present
22 intractable management problems” at trial in analyzing predominance. *In re Hyundai & Kia Fuel Econ.*
23 *Litig.*, 926 F.3d 539, 558 (9th Cir. 2019) (en banc) (citation omitted).

24 There are many classwide, common questions of fact and law governing Settlement Class
25 Members’ claims here. For example, to prevail on their claims under Nevada law, Class Plaintiffs
26 would be required to prove that: (1) Beasley defrauded Class Plaintiffs or breached fiduciary duties to
27 Class Plaintiffs; (2) Wells Fargo allegedly knew sufficient facts to be held liable (either because it knew
28 of Beasley’s wrongdoing or knew enough that its actions in continuing to service Beasley’s accounts

1 amounted to bad faith); (3) Wells Fargo nevertheless continued to service his accounts, accepting
2 deposits and processing transfers; and (4) Class Plaintiffs suffered damages as a result. *See* ECF No. 74
3 at 7-8, 13. The core disputes therefore center on Wells Fargo’s common corporate practice affecting all
4 Settlement Class Members—its decision to continue banking Beasley throughout the Ponzi scheme.

5 This type of case is routinely certified, since “a uniform corporate practice . . . carries great
6 weight for certification purposes.” *Tyus*, 407 F. Supp. 3d at 1101 (quotation omitted). As many courts
7 have held, such claims are not subject to individual variation because they focus on the conduct of the
8 defendant, not the class members’ conduct. *See In re First All. Mortg. Co.*, 471 F.3d 977, 990 (9th Cir.
9 2006) (affirming certification of class claims for aiding and abetting fraud); *Camenisch*, 2022 WL
10 17740285, at *9 (“the critical and central question of whether Umpqua had knowledge of the alleged
11 scheme can be decided based on common evidence”); *Takiguchi*, 2016 WL 1091090, at *11 (“Whether
12 Sterling Escrow was aware of its role in promoting a fraud and knowingly assisted the other defendants
13 in committing the fraud are clearly common questions subject to class certification.”).¹⁹ The Court
14 should find that predominance is likely to be satisfied here.

15 **Superiority.** Finally, Rule 23(b)(3) also requires that “a class action is superior to other
16 available methods for fairly and efficiently adjudicating the controversy.” Preliminarily, “a district
17 court need not inquire whether the case, if tried, would present intractable management problems, for
18 the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997);
19 *accord In re Hyundai & Kia*, 926 F.3d at 556-57 (“manageability is not a concern in certifying a
20 settlement class”). The applicable Rule 23(b)(3) factors to be considered in the superiority analysis are:
21 (a) the class members’ interests in individually controlling the prosecution or defense of separate
22 actions; (b) the extent and nature of any litigation concerning the controversy already begun by or
23 against class members; and (c) the desirability or undesirability of concentrating the litigation of the
24 claims in the particular forum.

25 There are no individual actions filed by Settlement Class Members, such that the first two
26 factors favor a finding of superiority. Counsel Decl. ¶ 32. Class Plaintiffs have coordinated their

27 _____
28 ¹⁹ *See also* ECF No. 188 at 22-27 (describing additional common questions of law and fact and
explaining their predominance over individual issues).

1 efforts with the Receiver to maximize efficiencies. *Id.* ¶ 11; *see also* ECF No. 110. And because every
 2 Settlement Class Member will receive notice and an opportunity to opt out of the Class, “any class
 3 member who wishes to bring an individual case in hopes of recovering greater damages may do so.”
 4 *La Caria*, 2020 WL 2771185, at *8. In addition, the District of Nevada is a proper venue because the
 5 scheme originated in the Las Vegas area, the relevant bank branches are in Las Vegas, and class
 6 members are mostly from Nevada or nearby states. Receiver Decl. ¶ 3; *see Grays Harbor Adventist*
 7 *Christian Sch. v. Carrier Corp.*, 242 F.R.D. 568, 574 (W.D. Wash. 2007) (“[I]t is desirable to litigate
 8 the claims of this case in Washington state, where all named Plaintiffs and class members reside or
 9 resided.”).

10 For these reasons, and because individual claim prosecution would be expensive, needlessly
 11 delay resolution, and potentially lead to inconsistent rulings, the Court should conclude that Rule
 12 23(b)(3)’s superiority requirement is satisfied here, too.

13 * * *

14 For the reasons set forth above, the Settlement Class meets all criteria of Rule 23(a) and
 15 Rule 23(b), and the Court should preliminarily find that certification of the Settlement Class is
 16 appropriate.

17 **X. The Court should approve the form and plan for disseminating notice to the class.**

18 Under Rule 23(e)(1), the Court should “direct notice in a reasonable manner to all class
 19 members who would be bound” by the proposed settlement. The Court must ensure that it directs the
 20 “best notice that is practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B). That means that
 21 “individual notice” should be sent “to all [class] members who can be identified through reasonable
 22 effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974) (quotation omitted).

23 **A. The Court should adopt the parties’ proposed notice program.**

24 The Settlement’s Notice Program satisfies these requirements. *See* Settlement, Ex. 1. The
 25 Notice will be sent directly to all persons who fall within the Class definition. Settlement § 7.4. The
 26 plan for distributing notice ensures the best notice practicable. The Receiver has maintained a database
 27 of investors and their contact information, including email addresses and mailing addresses, and has
 28 recently completed a claims process in the SEC Action. Receiver Decl. ¶¶ 8, 9. Notices will be mailed

1 to those class members for whom the Receiver has a mailing address, and notice will be sent by email
 2 for all other class members. Settlement § 7.4; Hughes Decl. ¶ 6; *see also In re Online DVD-Rental*, 779
 3 F.3d at 946 (notice sent through U.S. mail and email is sufficient). The Receiver will also publish the
 4 notice and final approval hearing date on the Receiver’s website, which he has maintained since the
 5 beginning of the Receivership in 2022 and serves as a resource for class members. Settlement § 7.4;
 6 Receiver Decl. ¶ 15.

7 The Court should also approve the Claim Form and claims process. The Settlement incorporates
 8 the Receiver’s claims process, and Settlement Class Members who have an allowed claim in the SEC
 9 Action will be entitled to payment here without needing to make a second claim. Settlement § 5.1.1.
 10 Any Settlement Class Members who did not submit a claim in the SEC Action will have the
 11 opportunity to submit a claim here (using the Claim Form previously approved for use in the SEC
 12 Action). *Id.* § 5.1.2.

13 The parties respectfully request that the Court approve and adopt their proposed notice program
 14 as described in the Settlement and Ex. 1, as it constitutes the best practicable notice under the
 15 circumstances and satisfies due process and all other applicable requirements.

16 **B. The Court should adopt the proposed Settlement schedule.**

17 Finally, the parties request that the Court set the following proposed schedule for disseminating
 18 notice and holding a final approval hearing:

Event	Deadline
Deadline for disseminating Class Notice	30 days after the later of an order granting preliminary approval in the Class Action and an order granting preliminary approval in the SEC Action
Deadline for Class Plaintiffs’ motion seeking final settlement approval and award of attorneys’ fees and cost reimbursements	60 days after the later of an order granting preliminary approval in the Class Action and an order granting preliminary approval in the SEC Action
Deadline for Class Members to object or opt out of Settlement	90 days after the later of an order granting preliminary approval in the Class Action and an order granting preliminary approval in the SEC Action

1 2 3	Deadline for replies in support of final approval motion	7 days before final approval hearing
4 5 6	Final approval hearing	At least 30 days after the deadline for class members to object or opt out of Settlement

7 Concurrently with settlement-approval efforts pending before this Court, the parties to the
8 Settlement are also seeking approval in the SEC Action. The Receiver, who is seeking a bar order, will
9 be requesting approval from Judge Silva in the SEC Action. Settlement § 2.4.2.

10 **Conclusion**

11 Class Plaintiffs respectfully request that the Court preliminarily approve the Settlement that the
12 parties have reached. A proposed order is attached as Exhibit 5.

13 Dated: April 27, 2026

14 Respectfully submitted,

15 /s/ Daniel C. Girard

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

In re J&J Investment Litigation

Case No.: 2:22-cv-00529-GMN-NJK

**APPENDIX OF EXHIBITS TO
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT**

Vol. I of II

(Pages 1-144)

E hibit 1

Judge: Hon. Gloria M. Navarro
Hon. Nancy J. Koppe

APPENDIX OF EXHIBITS**To Plaintiffs' Motion for Preliminary Approval of Proposed Class Action Settlement**

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II	2	Joint Declaration of Plaintiffs' Counsel in Support of Motion for Preliminary Approval of Settlement	145-238
II	3	Declaration of Geoff Winkler in Support of Motion for Preliminary Approval of Settlement	239-245
II	4	Declaration of Justin Hughes of Stretto, Inc. in Support of Motion for Preliminary Approval of Settlement	246-250
II	5	[Proposed] Order Granting Preliminary Approval of Class Settlement and Providing for Notice	251-265

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

In re: J&J Investment Litigation

Case No. 2:22-cv-00529-GMN-NJK

GEOFF WINKLER, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company,

Case No. 2:23-cv-00703-GMN-NJK

Plaintiff,

v.

WELLS FARGO BANK, N.A.,

Defendant.

CLASS ACTION AND RECEIVER SETTLEMENT AGREEMENT AND RELEASE

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between (i) Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel, individually and as Class Representatives on behalf of the Settlement Class (the “Class Representatives”), (ii) Geoff Winkler, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company; (the “Receiver”) and (3) Defendant Wells Fargo Bank, N.A. (“Defendant”) and collectively, (the “Parties”). The Parties intend and agree to resolve, discharge, and settle fully, finally, and forever the claims of: (1) the Class Representatives and Settlement Class asserted in the Consolidated Class Action Complaint in the case captioned *In re: J&J Investment Litigation*, Case No. 2:22-cv-00529 pending in the United States District Court for the District of Nevada, and (2) the Receiver in the case captioned *Geoff Winkler, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company v. Wells Fargo Bank, N.A.*, Case No. 2:23-cv-00703 pending in the United States District Court for the District of Nevada (collectively, the “Litigation”), subject to approval by the Court.

RECITALS

A. On March 21, 2022, Plaintiffs Elizabeth Lewis, California Cabinets Distributor, Inc., Paul Maalouf, Fortress Protection, LLC, Brad Maloff, and Better Hitting, Inc. filed a Class Action Complaint in the District Court for Clark County, Nevada (the “Lewis Action”) styled as *Lewis, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. A-22-850036-C, against Wells Fargo, Beasley Law Group PC, and Michael [sic] W. Beasley, alleging claims for aiding and abetting

fraud, aiding and abetting breach of fiduciary duty, negligence, unjust enrichment, breach of fiduciary duty, and fraud arising out of an alleged Ponzi scheme perpetrated by Matthew Beasley and his law firm, which Wells Fargo removed to the United States District Court for the District of Nevada.

B. On March 25, 2022, Plaintiffs Barrett Henzel, Bryce Bussey, Tina Guildler, and Anthony Guildler filed a Class Action Complaint in the United States District Court for the District of Nevada (the “Class Action” or “Henzel Action”) styled as *Henzel, et al. v. Judd, et al.*, Case No. 2:22-cv-00529 against Jeffrey Judd (“Judd”), J&J Consulting Services, Inc., a Nevada corporation; J&J Consulting Services, Inc., an Alaska Corporation, J and J Purchasing LLC, a Florida limited liability company, Matthew Beasley (“Beasley”), and Beasley Law Group PC, a Nevada professional corporation alleging claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, fraud, civil conspiracy, unjust enrichment, conversion, equitable accounting, and violation of Nevada statute arising out of an alleged Ponzi scheme perpetrated by Judd and Beasley (Class Action, ECF No. 1).

C. On April 12, 2022, the Securities and Exchange Commission (“SEC”) filed a complaint in the United States District Court for the District of Nevada styled as *Securities & Exchange Commission v. Beasley et al.*, Case No. 2:22-cv-00612 (the “SEC Action”) alleging that Beasley and the Receiver Entities, among others, engaged in conduct in violation of U.S. Securities laws. On June 3, 2022, the U.S. District Court in the SEC Action entered an order appointing Geoff Winkler as Receiver over J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; J and J Purchasing LLC; The Judd Irrevocable Trust; and BJ Holdings LLC.

D. On April 15, 2022, Plaintiff Stanley Ann Dowdy filed a Class Action Complaint in the United States District Court for the District of Nevada (the “Dowdy Action”) styled *Dowdy v. Wells Fargo Bank, N.A.*, Case No. 2:22-cv-00631 against Wells Fargo alleging claims for aiding and abetting fraud and aiding and abetting breach of fiduciary duty arising out of an alleged Ponzi scheme perpetrated by Judd and Beasley.

E. On April 20, 2022, Plaintiffs PMM3, LLC, Philomena Moloney, and Travis Goldrup filed a Class Action Complaint in the United States District Court for the District of Nevada (the “PMM3 Action”) styled *PMM3, LLC v. Wells Fargo Bank, N.A.*, Case No. 2:22-cv-00654 against Wells Fargo alleging claims for aiding and abetting fraud, aiding and abetting breach of fiduciary duty, and negligence arising out of an alleged Ponzi scheme perpetrated by Judd and Beasley.

F. On May 6, 2022, Plaintiffs Barrett Henzel, Bryce Bussey, Allan Carso, Tina Guildler, and Anthony Guildler filed an Amended Class Action Complaint in the Henzel Action against Wells Fargo alleging: (1) violation of the Nevada Uniform Fiduciaries Act; (2) aiding and abetting breach of fiduciary duty; (3) aiding and abetting fraud; and (4) negligence arising out of an alleged Ponzi scheme perpetrated by Judd and Beasley (Class Action, ECF No. 22).

G. On June 3, 2022, Judge Gloria M. Navarro, presiding over the Henzel Action granted the global stipulation to consolidate the Lewis Action, the Henzel Action, the Dowdy Action, and the PMM3 Action into one Consolidated Class Action under the docket in the Henzel Action, which is referred to herein as the “Class Action.” (Class Action, ECF No. 34).

H. On July 5, 2022, Plaintiffs Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel filed a Consolidated Class Action Complaint in the Class Action against Wells Fargo alleging: (1) violation of the

Nevada Uniform Fiduciaries Act; (2) aiding and abetting breach of fiduciary duty; (3) aiding and abetting fraud; and (4) negligence arising out of an alleged Ponzi scheme perpetrated by Judd and Beasley (Class Action, ECF No. 37).

I. On August 4, 2022, Wells Fargo moved to dismiss the Consolidated Class Action Complaint in the Class Action (Class Action, ECF No. 39). On March 18, 2023, the motion to dismiss was granted as to the negligence claim but denied as to the other claims (Class Action, ECF No. 74).

J. On March 31, 2023, Wells Fargo filed an Answer to the Consolidated Class Action Complaint in the Class Action (Class Action, ECF No. 81).

K. On May 4, 2023, the Receiver filed a Complaint against Wells Fargo (“Receiver Action”) alleging: (1) aiding and abetting breach of fiduciary duty; (2) aiding and abetting fraud; and (3) aiding and abetting conversion; (4) negligence; and (5) violation of the Nevada Uniform Fiduciaries Act arising out of an alleged Ponzi scheme perpetrated by Judd and Beasley (Receiver Action, ECF No. 1).

L. On June 27, 2023, the Court granted a Joint Stipulation and Order Regarding Discovery Coordination and Case Schedule to provide for discovery coordination between the two matters because the Receiver Action involved similar allegations, claims, and theories of liability as the Class Action (Class Action, ECF No. 110) (Receiver Action, ECF No. 22).

M. On July 7, 2023, Wells Fargo filed an Answer to the Complaint in the Receiver Action, with the Receiver agreeing to voluntarily dismiss the Negligence claim (Receiver Action, ECF Nos. 25, 27).

N. On July 24, 2023, Wells Fargo filed an Amended Answer to the Consolidated Class Action Complaint in the Class Action (Class Action, ECF No. 120).

O. On August 15, 2023, the Court stayed the Class Action and the Receiver Action for the Parties to conduct mediation with Robert A. Meyer, Esq. of JAMS on October 24, 2023, and February 29, 2024. The mediation sessions were not successful at that time (Class Action, ECF No. 130) (Receiver Action, ECF No. 47).

P. The Parties conducted extensive discovery in both matters, producing a significant volume of documents, conducting over thirty depositions, and filing numerous motions to compel discovery.

Q. On February 3, 2025, the Class Representatives filed a motion for class certification, which Wells Fargo opposed (Class Action, ECF Nos. 188, 198, 217).

R. On April 10, 2025, Wells Fargo moved for summary judgment in the Class Action, which the Class Representatives opposed (Class Action, ECF Nos. 219, 250, 257).

S. On April 23, 2025, Wells Fargo moved for summary judgment in the Receiver Action, which the Receiver opposed (Receiver Action, ECF Nos. 137, 140, 147).

T. The Parties moved to exclude various expert witnesses.

U. On August 27, 2025, the Court stayed the Class Action and the Receiver Action for the Parties to again conduct mediation with Robert A. Meyer, Esq. of JAMS on October 1, 2025 (Class Action, ECF No. 272) (Receiver Action, ECF No. 158).

V. On or about November 4, 2025, the Parties signed a binding term sheet, providing for the joint settlement of the Class Action and the Receiver Action.

W. Based upon their investigation and evaluation of the facts and law relating to the matters in the pleadings, mediation with Robert A. Meyer, Esq., JAMS, and fruitful, well informed settlement discussions, the Parties have agreed to settle the Class Action and the Receiver Action pursuant to the provisions of this Agreement.

X. Wells Fargo has denied and continues to deny each and every allegation of liability, wrongdoing, and damages, as it has factual and legal defenses to all claims and class allegations asserted in the Class Action and Receiver Action. Wells Fargo has always maintained, and continues to maintain, that it has acted in accordance with governing law. The Class Representatives and the Receiver likewise maintain the strength of their positions and the validity of their claims. This Agreement shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Parties with respect to any claim by any Class Member or the Receiver, any fault, liability, wrongdoing or damage, or any defenses asserted by Wells Fargo. The Parties nonetheless have concluded that continuing the Class Action and Receiver Action would pose continued litigation uncertainty and be protracted, expensive, and disruptive to their business and/or lives. They therefore have decided that it is desirable to fully and finally settle the Class Action and Receiver Action on the terms and conditions set forth herein to avoid further expense, inconvenience, and distraction and to dispel any related uncertainty.

Y. By this Agreement, and recognizing the consideration provided for under this Agreement, the Class Representatives, Class Counsel, the Receiver, and Receiver Counsel intend to fully and finally resolve the remaining claims against Wells Fargo in connection with the Litigation, as more fully set forth herein.

Z. The Class Representatives, Class Counsel, the Receiver, and Receiver Counsel recognize the expense and length of proceedings necessary to continue the litigation through further motion practice, trial, and any possible appeals. They have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. They are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Class Action and Receiver Action, and the defenses thereto.

AA. Based upon their evaluation, the Class Representatives, Class Counsel, the Receiver, and Receiver Counsel have determined that the settlement set forth in the Agreement is in the best interests of the Class Representatives, the Settlement Class, and the Receiver, and is fair, adequate, and reasonable, based upon the following substantial benefits that the settlement bestows, including:

- i. Wells Fargo will pay \$50,000,000 into the Receiver's Qualified Settlement Fund ("Settlement Fund") for the benefit of the Settlement Class in the Class Action and Receiver Action for the purposes of implementing this settlement, which will be used to provide monetary relief to Settlement Class Members, as described below, to pay Incentive Payments to the Class Representatives, to pay the Settlement Administrator's costs associated with administration of the Settlement, and to pay Attorneys' Fees and Expenses incurred by the Settlement Class through Class Counsel and Receiver Counsel, all as approved by the Court;
- ii. Those Settlement Class Members who do not opt out will be entitled to a cash benefit in accordance with the Receiver's court-approved plan of distribution, after deduction of the Incentive Payments, Settlement Administration costs, and Attorneys' Fees and Expenses.

BB. This Agreement and all associated exhibits or attachments are made for the sole purpose of attempting to consummate settlement of this Litigation on a class-wide and global basis. This Agreement and the Settlement it evidences are made in compromise of disputed claims. Because the Class Action is pled as a class action and the Receiver Action is brought by the Receiver, this Settlement must receive preliminary and final approval by the Court. Accordingly, the Class Representatives, Receiver, and Defendant enter into this Agreement and associated settlement on a conditional basis. In the event that Defendant exercises a right herein to terminate or rescind this Agreement, the Court does not execute and file the Final Approval Orders, or the associated Judgments do not become Final for any reason, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be utilized for any purpose whatsoever by anyone, and the negotiation, terms, and entry of this Agreement shall

remain subject to the provisions of Federal Rule of Evidence 408, any and all state or Federal statutes or rules of a similar nature, and the mediation privilege. Notwithstanding the foregoing, Defendant may use, offer, admit, or refer to the Agreement and to the Settlement reached therein where necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding.

CC. The Parties expressly reserve all rights, claims, and defenses and do not waive any such rights, claims, or defenses in the event that the Agreement is not approved for any reason. The Parties agree that they each retain and reserve all rights and agree not to take a position to the contrary. The Class Representatives, Class Counsel, the Receiver, and Receiver Counsel agree not to argue or present any argument, and hereby waive any argument, that Wells Fargo could not contest class certification and/or proceed collectively on any grounds if the Litigation were to proceed, or that this Agreement is evidence of or constitutes an admission that class certification may be appropriate.

1. Definitions.

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

1.1. “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release and all of its attachments and exhibits, which the Class Representatives, Receiver, and Wells Fargo understand and agree sets forth all material terms and conditions of the settlement of the Class Action and Receiver Action between them and which is subject to Court approval. It is understood and agreed that Defendant’s obligations under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date and other conditions set forth in this Agreement.

1.2. “Attorneys’ Fees and Expenses” means such funds as may be awarded to Class Counsel and Receiver Counsel pursuant to Section 16 of the Agreement to compensate them for their fees and expenses incurred in connection with the Actions.

1.3. “Bar Order” means an order enjoining: (1) creditors, including without limitation any non-investor creditors, lenders, or factoring companies, (2) non-class member investors, including without limitation net winning investors, and (3) persons or entities affiliated with the Receivership Entities, as set forth in the Bar Order Notice List, from bringing any further claims against Wells Fargo arising out of the J&J Investment Scheme. This Agreement is contingent on the issuance of the Bar Order, and Wells Fargo shall have the option to terminate the settlement pursuant to the confidential side agreement referenced in Section 13.3 hereof. There shall be an option for the persons and entities on the Bar Order Notice List to opt-out of the Bar Order following Bar Order Notice as described below.

1.4. “Bar Order Notice” means the notice that is provided by the Settlement Administrator to individuals identified as follows in the Receiver Action and SEC Action: (1) creditors, (2) non-class member investors, and (3) persons or entities affiliated with the Receivership Entities in substantially the form attached as **Exhibit 3** to this Agreement and/or as ultimately approved by the Court. Bar Order Notice shall be provided not less than ninety days before the date set by the Court for the SEC Final Approval Hearing.

1.5. “Bar Order Notice Approval Date” means the date of the SEC Preliminary Approval Order when the Court approves the Bar Order Notice.

1.6. “Bar Order Notice List” means a list of the names and addresses of all creditors, non-class member investors, and persons or entities affiliated with the Receivership Entities

pursuant to the Receiver Action and SEC Action that are to receive the Bar Order Notice, as prepared by the Receiver.

1.7. The “Bar Order Notice Mailing Date” shall be a date no later than thirty days after the later of the Bar Order Notice Approval Date and the Class Notice Approval Date, when the Bar Order Notice is mailed to the individuals on the Bar Order Notice List.

1.8. “Bar Order Objection Deadline” means the date identified in the SEC Preliminary Approval Order and Bar Order Notice by which a member of the Bar Order Notice List must serve written objections to the Bar Order, if any, in accordance with Section 12 of this Agreement to be able to object to the Settlement. The Bar Order Objection Deadline shall be sixty days after the Bar Order Notice Mailing Date and not later than thirty days prior to the SEC Final Approval Hearing.

1.9. “Bar Order Opt-Out Deadline” means the date identified in the SEC Preliminary Approval Order and Bar Order Notice by which a Request to Opt Out must be filed or submitted in writing to the Settlement Administrator in accordance with Section 11 of this Agreement in order for a person who would otherwise be subject to the Bar Order to be excluded from the Bar Order. The Bar Order Opt-Out Deadline shall be sixty days after the Bar Order Notice Mailing Date and not later than thirty days prior to the SEC Final Approval Hearing.

1.10. “Claim” means an approved or allowed claim by a Settlement Class Member either pursuant to the SEC Distribution Plan or based on a later submission of a Claim Form pursuant to Section 5.1.2 below. “Claim” excludes any claim made by any Settlement Class Member that opts out of the Settlement Class.

1.11. “Claim Form” means the form approved by the Court in the SEC Action and used by Settlement Class Members to submit claims for payment pursuant to the Receiver’s claims

process and in connection with the SEC Distribution Plan (SEC Action, ECF 821, 845). Class Members who did not participate in the SEC Action pursuant to the Receiver's claims process will have the opportunity to submit a Claim to the Settlement Fund, and the Class Notice shall so inform Class Members.

1.12. "Class" means All natural and legal persons who invested in a J&J Entity lawsuit settlement contract between January 2017 and March 2022 and who incurred a loss of their principal investment (in whole or in part) as determined by the Receiver pursuant to his court-appointed duties and as identified in the Receiver's official records submitted to the Court in the SEC Action. Excluded from the class are Wells Fargo and the Relevant Non-Parties as defined in the Class Action Complaint; their parents, affiliates, subsidiaries, legal representatives, predecessors, successors, assigns, and employees; and any judge to whom the Class Action or Receiver Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons.

1.13. "Class Action" means the matter filed in the United States District Court for the District of Nevada at Case No. 2:22-cv-00529 captioned *In re: J&J Investment Litigation*.

1.14. "Class Action Complaint" refers to the consolidated class action complaint filed in this Class Action.

1.15. "Class Counsel" means, collectively, all counsel of record representing the Class Representatives in the Class Action.

1.16. "Class Final Approval Hearing" means a hearing set by the Court to take place on or about the date which is at least thirty days after the Opt-Out Deadline for the purpose of:

- (i) Determining the fairness, adequacy, and reasonableness of the Agreement and associated Settlement pursuant to class action and receivership procedures and requirements;
- (ii) Determining the good faith of the Agreement and associated Settlement; and
- (iii) Entering Judgment.

1.17. “Class Final Approval Order” shall mean an order to be entered and filed by the Court entitled “Final Judgment and Order of Dismissal with Prejudice,” substantially in the form attached hereto as **Exhibit 5**.

1.18. “Class Member” means a natural or legal person who is a member of the Class according to the Class definition herein.

1.19. “Class Notice” means the notice that is provided by the Settlement Administrator to potential Settlement Class Members, in substantially the form attached as **Exhibit 1** to this Agreement and/or as ultimately approved by the Court. Class Notice shall be provided not less than ninety days before the date set by the Court for the Final Approval Hearing.

1.20. “Class Notice Approval Date” means the date of the Class Preliminary Approval Order when the Court approves the Class Notice.

1.21. “Class Notice List” means a list, to be treated as Confidential pursuant to the terms of the Protective Order, listing the names and mailing and/or email addresses of all Class Members, as prepared by the Receiver.

1.22. The “Class Notice Mailing Date” shall be a date no later than thirty days after the later of the Bar Order Notice Approval Date and the Class Notice Approval Date, when the Class Notice is disseminated to the individuals on the Class Notice List.

1.23. “Class Preliminary Approval Order” shall mean an order to be executed and filed by the Court entitled “Order Preliminarily Approving Settlement and Providing for Notice” substantially in the form attached hereto as **Exhibit 2**.

1.24. “Class Representatives” means Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel, the named plaintiffs and proposed class representatives in the Class Action identified in the first paragraph of this Agreement.

1.25. “Confidential” means pursuant to the Stipulated Protective Order entered in the Class Action and Receiver Action.

1.26. “Court” means the United States District Court for the District of Nevada.

1.27. “Defendant” or “Wells Fargo” refers to Wells Fargo Bank, N.A.

1.28. “Defense Counsel” shall mean Defendant’s counsel of record in the Litigation.

1.29. “Distribution Date” means 60 days after the Effective Date.

1.30. “Effective Date” means the date when all of the conditions set forth in Section 2 have occurred, provided, however, that Wells Fargo has not exercised its right of termination under Section 13 of this Agreement.

1.31. “Final” means five business days after the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment; (iii) if no appeal is filed, the expiration of the date for the filing or noticing of any appeal or writ review from the Judgment. If the Judgment is set aside, modified, or overturned by any court including on appeal and is not fully reinstated, the Judgment shall not become Final.

1.32. “J&J Entities” means, collectively, J&J Consulting Services, Inc., a Nevada corporation with its principal place of business in Nevada, J&J Consulting Services, Inc., an Alaska corporation with its principal place of business in Nevada, and J&J Purchasing, LLC, a Florida limited liability company with its principal place of business in Nevada.

1.33. “J&J Investment Scheme” means the alleged scheme operated through the J&J Entities and Beasley Law Group PC where investors were offered fake investments in personal injury settlements where the personal injury litigant allegedly needed the settlement money immediately, with the promise to repay, generally within 90 days, with interest and fees.

1.34. “Judgment” means the Class Final Approval Order and SEC Final Approval Order to be rendered by the Court pursuant to this Agreement, in the form attached hereto as **Exhibits 5 and 6**, or in a similar form.

1.35. “Litigation” means collectively the Class Action and the Receiver Action.

1.36. “Objection Deadline” means the date identified in the Class Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with Section 12 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be sixty days after the Class Notice Mailing Date and not later than thirty days prior to the Class Final Approval Hearing.

1.37. “Opt-Out Deadline” means the date identified in the Class Preliminary Approval Order and Class Notice by which a Request to Opt Out must be filed or submitted in writing to the Settlement Administrator in accordance with Section 11 of this Agreement in order for a person who would otherwise fall within the definition of Settlement Class to be excluded from the Settlement Class. The Opt-Out Deadline shall be sixty days after the Class Notice Mailing Date and not later than thirty days prior to the Class Final Approval Hearing.

1.38. “Parties” means the Class Representatives, individually and on behalf of all Members of the Settlement Class, the Receiver, and Wells Fargo.

1.39. “Protective Order” shall mean the Stipulated Protective Order entered in the Class Action at ECF No. 56 and entered in the Receiver Action at ECF No. 21 for purposes of maintaining Confidentiality of certain information.

1.40. “Receiver” means Geoff Winkler, the court-appointed receiver in the SEC Action.

1.41. “Receiver Action” means the matter filed in the United States District Court for the District of Nevada at Case No. 2:23-cv-00703 captioned *Geoff Winkler, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company v. Wells Fargo Bank, N.A.*

1.42. “Receiver Complaint” refers to the complaint filed in the Receiver Action.

1.43. “Receiver Counsel” means, collectively, all counsel of record representing the Receiver in the Receiver Action.

1.44. “Receivership Entities” refers to J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company.

1.45. “Released Claims” mean any and all claims, defenses, demands, actions, causes of action, offsets, setoffs, suits, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever in law or in equity, for any relief whatsoever, including monetary, sanctions or damage for contempt, injunctive, or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, statutory damages, contribution or

indemnity, penalties, interest, attorneys' fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to in any way to the following: any claims arising from or relating to the J&J Investment Scheme, including the claims, events, transactions, or circumstances that were or could have been alleged in the Class Action, the Receiver Action, or the SEC Action, based on the facts alleged or which arise out of or relate to facts alleged.

1.46. "Releasees," "the Releasees," or "the Released Parties" means (1) Wells Fargo; (2) each of their past, present, or future subsidiaries, parent companies (including any and all of its subsidiaries and affiliates), divisions, affiliates, partners or any other organization units of any kind doing business under their names, or doing business under any other names, or any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each and all of their respective affiliates and subsidiaries, and each of their respective predecessors, successors, and assigns; and (3) each of the present and former officers, directors, partners, shareholders, agents, employees, attorneys (including any consultants hired by counsel), advisors, independent contractors, representatives, beneficial owners, insurers, accountants, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns of any person or entities in subparts (1) or (2) hereof. This definition specifically includes Wells Fargo and Company.

1.47. "Releasers" means the Class Representatives, all Settlement Class Members, the Receiver, on his own behalf and on behalf of the Receivership Entities, and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them.

1.48. “Relevant Non-Parties” as referenced in the definition of “Class” means those individuals identified as such in the Class Action Complaint, including Jeffrey Judd, J&J Consulting Services, Inc., a Nevada corporation with its principal place of business in Nevada, J&J Consulting Services, Inc., an Alaska corporation with its principal place of business in Nevada, J&J Purchasing, LLC, a Florida limited liability company with its principal place of business in Nevada, Matthew Beasley, and Beasley Law Group PC.

1.49. “Request to Opt Out” means the written request from a Class Member that seeks to exclude that person from the Settlement Class and that complies with the requirements set forth in Section 11 of this Agreement, or a written request from a member of the Bar Order Notice List that seeks to exclude that person from the Bar Order and that complies with the requirements set forth in Section 11 of this Agreement.

1.50. “SEC” means Securities and Exchange Commission.

1.51. “SEC Action” means the proceeding filed by the SEC in the United States District Court for the District of Nevada at Case No. 2:22-CV-00612-CDS-EJY, styled *SEC vs. Beasley, et al.*

1.52. “SEC Distribution Plan” means the Court-approved plan of distribution in the SEC Action that will incorporate the Receiver’s approved claims and notice process, as reflected in Order Granting Motion for Order in Aid of Receivership (1) Setting a Claims Bar Date, (2) Approving Proposed Claim Form, and (3) Approving Summary Claim Procedures [SEC Action, ECF 845] (the “SEC Claims Order”).

1.53. “SEC Final Approval Hearing” means a hearing set by the Court to take place on or about the date which is at least thirty days after the Bar Order Opt-Out Deadline for the purpose of: (i) Determining the appropriateness of the Bar Order; and (ii) entering Judgment.

1.54. “SEC Final Approval Order” means the order in the SEC Action finally approving the terms of the settlement in the Receiver Action and approving entry of the Bar Order, attached hereto as **Exhibit 6**.

1.55. “SEC Preliminary Approval Order” means the order in the SEC Action preliminarily approving the terms of the settlement in the Receiver Action and approving mailing of the Bar Order Notice, attached hereto as **Exhibit 4**.

1.56. “Settlement” means the settlement terms set forth in this Agreement.

1.57. “Settlement Administrator” means third-party Stretto, Inc. a vendor agreed upon by the Parties, which will act as the Settlement Administrator and assist with implementing and effectuating the terms of this Agreement.

1.58. “Settlement Class” means the collective group of all the Class Members who do not properly and timely exclude themselves from the Settlement, and thus means the collective group of all Class Members who will become bound by the Judgment when the Effective Date occurs.

1.59. “Settlement Class Member” means any person who is a member of the Settlement Class.

1.60. “Settlement Fund” means the Receiver’s Qualified Settlement Fund that will receive the \$50 Million that Wells Fargo shall pay pursuant to Section 3 of the Agreement. The Settlement Fund is for the benefit of the Settlement Class and the Receiver Action and will be used to pay Settlement Class Members.

1.61. “Settlement Website” means the website maintained by the Receiver (<https://jjconsulting-receivership.com/>).

1.62. “Unknown Claim” mean any Released Claim that any Releasor does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which, if known by him or her might have affected his or her settlement with and release of the Releasees, or might have affected his or her decision to opt out of the Settlement Class or to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Class Representatives and Receiver shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have to the fullest extent allowed by law, waived the provisions, rights, and benefits of any statute or principle of common law which provides that general releases do not extend to claims which the debtor does not know or suspect exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor. Each Releasor may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but the Releasors, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released to the fullest extent allowed by law any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, contract, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Class Representatives and Receiver acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material term of the Settlement of which this release is a part.

1.63. “Wells Fargo” means Wells Fargo Bank, N.A.

1.64. The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

1.65. Other terms are defined in the text of this Agreement and shall have the meaning given to those terms in the text. In all documents related to the Settlement, capitalized terms shall have the meanings given to them in this Agreement.

2. Conditions and Effectiveness of Agreement.

2.1 This Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below. The Effective Date of this Agreement shall be the date when all of the following actions and events listed below have occurred.

2.2 The Parties have signed the Agreement.

2.3 CAFA. This Settlement shall be administered as if governed by 28 U.S.C. § 1715. Wells Fargo shall work with the Settlement Administrator to provide the notice to government officials under that statute but in no event shall the Class Final Approval Hearing take place prior to the provision of effective notices and the expiration of statutory time. The Class Final Approval Order shall make a finding that 28 U.S.C. § 1715 was fully complied with.

2.4 Preliminary Court Approvals.

2.4.1 The Court approves this Agreement in the Class Action in accordance with the following steps:

- a. Motion for Preliminary Approval in the Class Action. After providing Defense Counsel with a draft for review and comment at least three business days in advance of filing, Class Counsel will present a Motion for Preliminary Approval to the Court within twenty days of execution of this Agreement including the Class Notice, in substantially the form of **Exhibit**

1 hereto, and the Class Preliminary Approval Order, in substantially the form of **Exhibit 2** hereto.

- b. Certification of Class for Settlement Purposes. In connection with the proceedings for Preliminary and Final Approval, the Class Representatives shall seek orders (Preliminary and Final, respectively) certifying the Class pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure for purposes of this Settlement only.
- c. Entry of Class Preliminary Approval Order. The Court shall enter a Class Preliminary Approval Order substantially similar to that attached as **Exhibit 2** hereto, which shall among other things:
- 1) Preliminarily certify the proposed Class under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure for settlement purposes only;
 - 2) Preliminarily approve this Agreement as fair, reasonable, and adequate under Rule 23 of the Federal Rules of Civil Procedure subject to final determination by the Court;
 - 3) Approve the appointment of the Class Representatives as representatives of the Class for the Settlement and the appointment of Class Counsel as counsel for the Class for the Settlement;
 - 4) Approve a form of Class Notice substantially in the form of **Exhibit 1** to be sent to the individuals on the Notice List;
 - 5) Direct the Settlement Administrator, promptly after entry by the Court of the Class Preliminary Approval Order and after entry of the SEC

Approval Order, to mail the Class Notice to each individual on the Class Notice List by first-class mail or email;

- 6) Schedule a Class Final Approval Hearing on final approval of this Settlement;
- 7) Establish a procedure for Class Members to exclude themselves and set a date, at least thirty days before the Class Final Approval Hearing, after which no Class Member shall be allowed to opt out of the Settlement and shall be bound to the terms of the Settlement;
- 8) Establish a procedure for Settlement Class Members to appear and/or object to the Settlement and set a date, at least thirty days before the Class Final Approval Hearing, after which no Settlement Class Member shall be allowed to object;
- 9) Require any attorneys representing Settlement Class Members, at the Settlement Class Member's expense, to file a notice of appearance;
- 10) Stay all proceedings in the Class Action and Receiver Action against the Defendant, other than proceedings as may be necessary to carry out the terms and conditions of the Agreement;
- 11) Pending Final Approval, and upon expiration of the Opt-Out Deadline, preliminarily enjoin each Settlement Class Member from maintaining, commencing, prosecuting or pursuing directly, representatively, or in any other capacity any Released Claim subsumed and covered by the Release in this Agreement in any court or arbitration forum;

- 12) Contain such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable; and
- 13) Authorize the Parties to take all necessary and appropriate steps to establish the means necessary to implement the terms of this Agreement.

2.4.2 The Court in the SEC Action approves this Agreement in accordance with the following steps:

- a. Motion for Preliminary Approval in the SEC Action. After providing Defense Counsel with a draft for review and comment at least three business days prior to filing, Receiver Counsel will present a Motion for Preliminary Approval to the Court in the SEC Action (with notice in the Receiver Action) within twenty days of execution of this Agreement including the information necessary for the Court to approve the settlement as fair and adequate for purposes of Receivership recovery. The Motion for Preliminary Approval shall also seek issuance of a Bar Order with Bar Order Notice and an option for the enjoined parties to object or opt-out following notice. Such motion shall note that this Agreement is contingent on the issuance of the Bar Order, and Wells Fargo shall have the option to terminate the settlement pursuant to the confidential side agreement referenced in Section 13.3 hereof.
- b. Entry of SEC Preliminary Approval Order. The Court shall enter an SEC Preliminary Approval Order in substantially the form of that attached as **Exhibit 4** hereto, which shall among other things:

- 1) Preliminarily approve the settlement as fair and equitable for recovery in the Receiver Action;
- 2) Preliminarily approve the form of the Bar Order;
- 3) Approve a form of Bar Order Notice substantially in the form of **Exhibit 3** to be sent to the individuals on the Bar Order Notice List;
- 4) Direct the Settlement Administrator, promptly after entry by the Court of the SEC Preliminary Approval Order and Class Preliminary Approval Order, to mail the Bar Order Notice to each individual on the Bar Order Notice List by first-class mail or email;
- 5) Establish a procedure for individuals on the Bar Order Notice list to exclude themselves, and set a date, at least thirty days before the SEC Final Approval Hearing, after which no one on the Bar Order Notice List shall be allowed to exclude themselves from the Bar Order and the Bar Order becomes final and effective;
- 14) Contain such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable; and
- 15) Authorize the Parties to take all necessary and appropriate steps to establish the means necessary to implement the terms of this Agreement.

2.5 Class Notice. The Settlement Administrator shall cause the Class Notice to be mailed pursuant to the Class Preliminary Approval Order and the terms of this Agreement.

2.6 Bar Order Notice. The Settlement Administrator shall cause the Bar Order Notice to be mailed pursuant to the SEC Preliminary Approval Order and the terms of this Agreement.

2.7 Final Approval Orders and Judgment.

2.7.1 The Court shall enter the Class Final Approval Order substantially in the form attached as **Exhibit 5**, which shall among other things:

- a. Find that (i) the Court has personal jurisdiction over the Settlement Class Members, (ii) the Court has subject matter jurisdiction over the claims asserted in the Action, and (iii) venue is proper;
- b. Finally approve the Settlement;
- c. Finally certify the Settlement Class for settlement purposes only;
- d. Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and find that the procedures used complied with Nevada and federal law so as to give full effect to the Settlement;
- e. Enter Final Judgment with respect to the Released Claims of all Settlement Class Members and dismiss the Released Claims with prejudice;
- f. Make the Releases in Section 10 of this Agreement effective as of the date of the Final Judgment;
- g. Permanently bar and enjoin the Class Representatives and all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims;
- h. Permanently bar and enjoin the Class Representatives and all Settlement Class Members from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise

fall within the definition of Settlement Class Members but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims;

- i. Find that, by operation of the entry of the Judgment, the Class Representatives and all of the Settlement Class Members shall be deemed to have forever released, relinquished, and discharged the Released Parties from any and all Released Claims;
- j. Authorize the Parties to implement the terms of this Agreement;
- k. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purposes; and
- l. Issue related orders to effectuate the Final Approval of the Settlement and its implementation.

2.7.2 The Court shall enter the SEC Final Approval Order substantially in the form attached as **Exhibit 6**, which shall among other things:

- a. Find that (i) the Court has subject matter jurisdiction over the claims asserted by the Receiver against Wells Fargo, and (ii) venue is proper;
- b. Finally approve the Settlement;
- c. Find that the form and means of disseminating the Bar Order Notice complied with all laws, including, but not limited to, the Due Process Clause of the United

States Constitution, and find that the procedures used complied with Nevada and federal law so as to give full effect to the Settlement;

- d. Enter Final Judgment with respect to the Released Claims of the Receiver and dismiss the Released Claims with prejudice;
- e. Make the Releases in Section 10 of this Agreement effective as of the date of the Final Judgment;
- f. Permanently bar and enjoin the Receiver, and all members of the Bar Order Notice List who do not opt out from the Settlement from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims;
- g. Find that, by operation of the entry of the Judgment, the members of the Bar Order Notice List who do not opt out from the Settlement shall be deemed to have forever released, relinquished, and discharged the Released Parties from any and all Released Claims;
- h. Authorize the Parties to implement the terms of this Agreement;
- i. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purposes; and
- j. Issue related orders to effectuate the Final Approval of the Settlement and its implementation.
- k. Require dismissal of the Receiver Action with prejudice.

2.8 No Injunctive Relief. The Class Final Approval Order and SEC Final Approval Order and Judgment shall not provide for any injunctive relief against Defendants.

2.9 Finality of Judgment. There is Finality of Judgment when the Class Final Approval Order and SEC Final Approval Order have become Final, including expiration of the time for filing any appeal or other form of objection to the Class Final Approval Order and SEC Final Approval Order, full and final resolution of any appeal or objection that may be filed, and expiration of the time for seeking review of that disposition through an appeal, *en banc* hearing, or higher level of review.

3. Settlement Consideration.

3.1 In consideration for the Releases set forth in Section 10 and other consideration as stated in the Agreement, Wells Fargo will provide the following benefits.

3.1.1 Within thirty business days of the Effective Date, Wells Fargo will fund the Settlement Fund by depositing the sum of Fifty Million Dollars (\$50,000,000) into an escrow account with the Receiver, the terms of which shall be subject to Wells Fargo's approval. The Parties and the Receiver agree to provide any information or documentation necessary for Wells Fargo to complete the funding, including an ink-signed current Form W-9.

3.1.2 The Settlement Administrator's and/or Receiver's costs associated with disseminating the Class Notice, Bar Order Notice, the Settlement Website, distributing checks or electronic payments to Settlement Class Members, and any escrow, administrative and/or bank related fees and costs associated with the Receiver's distribution of payments, as well as the Incentive Payments to the Class Representative and Attorneys' Fees and Expenses awarded by the Court, shall be paid out of the Settlement Fund.

3.1.3 After deducting (i) the Court-approved Incentive Payments to the Class Representatives, as set forth in Paragraph 5.2, (ii) any Settlement Administration costs, and

(iii) Attorneys' Fees and Expenses from the Settlement Fund, the Receiver shall pay from the remaining amount in the Settlement Fund (i) Settlement Class Members based on their approved Claims in the SEC Distribution Plan and (ii) Settlement Class Members who have submitted a Claim to the Settlement Fund pursuant to Section 5.1.2 below. The amount paid to each Settlement Class Member shall be an amount equal to the Settlement Class Member's proportionate share of the Settlement Fund, relative to the dollar amount on the Settlement Class Member's allowed Claim. In no event shall any undistributed portion of the Settlement Fund and any uncashed payments to Settlement Class Members following the distribution described in Section 5 be returned to Wells Fargo.

3.2 Under no circumstances shall Wells Fargo's total payment obligation under the Settlement Agreement exceed \$50,000,000.

3.3 Tax Treatment. This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that this Agreement reflects the settlement of disputed legal claims and Wells Fargo makes no representations regarding the Agreement's tax consequences. For each payment made pursuant to this Settlement, Wells Fargo, itself or through the Receiver may report each payment to government authorities including the IRS as required by law and consistent with the ordinary course of Wells Fargo's applicable tax accounting practices, and it may make all required deductions and/or withholdings. A Form 1099 may be issued to each Class Member who does not opt out. Settlement Class Members will be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to the Settlement. Wells Fargo makes no representations as to the taxability of any portions of the benefits provided to Settlement Class

Members herein. The Class Notice will advise Settlement Class Members to seek their own tax advice prior to acting in response to the Notices and that Class Counsel will not provide tax advice.

3.4 Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the determination, administration, calculation, investment, allocation, distribution, or payment of award amounts or distributions, the payment or withholding of taxes, or any losses incurred in connection therewith.

4. Qualified Settlement Fund.

4.1 The Settlement Fund shall constitute a “qualified settlement fund” (“QSF”) within the meaning of Treasury Regulation Section 1.46B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Receiver shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).

4.2 Upon or before establishment of the QSF, the Receiver shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide Wells Fargo, through Defense Counsel, with that employer identification number on a properly completed and signed IRS Form W-9.

4.3 If requested by either Wells Fargo or the Receiver, the Receiver and Wells Fargo shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1 (j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

4.4 Following its remittance of the Settlement Fund monies as described in Paragraph 3.1.1 of this Agreement, Wells Fargo shall have no responsibility, financial obligation, or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of opt-out letters, payments to Settlement Class Members, payments to the Class Representatives, investment of QSF funds, payment of federal, state, and local income,

employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the QSF or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such remittance shall fully discharge Wells Fargo's obligation to the Class Representative, Settlement Class Members, Receiver, Receiver Counsel, and Class Counsel with respect to the disposition of the Settlement Fund.

4.5 The Receiver shall file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Receiver relating to the QSF shall require the Receiver or its agent to file or cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Receiver may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

4.6 All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax liability that may be imposed upon Well Fargo or its counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Settlement Fund. Plaintiff and Class

Counsel, and Defendants and Defense Counsel, shall have no liability or responsibility for any of the Taxes. The Settlement Fund shall indemnify and hold Plaintiff and Class Counsel, and Defendants and Defense Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

5. Claims Process and Payments from the Settlement Fund.

5.1 Claims by and Payments to Settlement Class Members.

5.1.1 Incorporation of SEC Distribution Plan. Settlement Class Members with allowed claims pursuant to the SEC Distribution Plan shall have a Claim in connection with the Settlement and shall be entitled to payment from the Settlement Fund in accordance with Section 3.1.3 above.

5.1.2 Class Members That Did Not Submit a Claim in the SEC Action. Class Members who did not participate in the SEC Action pursuant to the Receiver's claims process will have the opportunity to submit a Claim. The Class Notice shall include a statement that Class Members who did not submit a Claim in the SEC Action pursuant to the SEC Claims Order may make a Claim in connection with this Settlement. The Class Notice shall state that, any such Claim Form must be submitted by the Objection Deadline, and that except for the lapsed submission deadline, the submission of a Claim Form shall be governed by the SEC Claims Order and a resulting Claim, if allowed, shall entitle the Settlement Class Member only to proceeds of the Settlement Fund and not a general distribution from receivership funds in the SEC Action.

5.1.3 Any Class Member: (1) who is included on the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (2) whom Wells Fargo has determined is otherwise a blocked person under U.S. sanctions laws and regulations administered by

OFAC (“OFAC sanctions”), or (3) to whom Wells Fargo has determined the making of a payment under this Settlement would otherwise be prohibited by OFAC sanctions, is not eligible to receive payments under this Settlement.

5.1.4 Within sixty days of the Effective Date or the approval of the SEC Distribution Plan, whichever is later, the Receiver shall remit payment to the Settlement Class Members with valid Claims in accordance with Section 3.1.3 above (the “Distribution Date”).

5.1.5 For Settlement Class Members whose checks are returned by the U.S. Postal Service for lack of current correct address, the Receiver shall seek an address correction via an advanced address search or skip tracing, and then re-send their checks to any subsequently obtained address that the Receiver reasonably believes to be valid. After one re-mailing, neither the , the Receiver, nor Wells Fargo shall have any further obligation to locate any particular Settlement Class Member.

5.1.6 Payments to the Settlement Class Members shall be made by the Receiver in the same manner and method approved in the SEC Distribution Plan. Notwithstanding the foregoing, the Receiver may issue such payments via check with a commercially reasonable deadline by which the checks must be deposited or cashed.

5.1.7 The Settlement Administrator, Receiver, or Class Counsel will file a final accounting with the Court in the Class Action within one hundred fifty days after the Distribution Date. The final accounting will include a summary of all distributions from the Settlement Fund.

5.2 Incentive Payments. Within seven days after the funding of the Settlement Fund or entry of an order approving the application for the Incentive Payments to the Class Representatives

(whichever is later), and upon the Class Representatives' submission of a Form W-9 to the Settlement Administrator and/or Receiver, the Receiver shall remit an incentive payment to the Class Representatives from the Settlement Fund in the amount awarded by the Court ("Incentive Payments").

5.3 Administration Costs. The Settlement Administrator's and or/ Receiver's costs associated with disseminating the Class Notice, the Settlement Website, and any escrow, administrative and/or bank related fees and costs associated with the Receiver's distribution of payments shall be paid out of the Settlement Fund. Wells Fargo shall have no further responsibility for paying the costs of administration, except as stated here.

5.4 If there is any balance remaining in the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) following the final accounting, the funds shall revert to the Receiver for redistribution among validated Settlement Class Members. If the Receiver determines in his sole discretion that any balance remaining in the Settlement Fund is insufficient to justify redistribution among Settlement Class Members, the Receiver may treat such remaining funds as general receivership funds administered in the SEC Action.

6. Retention and Duties of Settlement Administrator.

6.1 The Settlement Administrator shall administer the Settlement pursuant to the terms of this Agreement. The Settlement Administrator shall be responsible for the Class Notice and Bar Order Notice (including data standardization and de-duplication of the Class Notice List and Bar Order Notice List including updating addresses through National Change of Address System or similar database ("NCOA"), reasonable efforts to update addresses for undeliverable notices, and printing and mailing the Class Notice), drafting and submitting the CAFA notice with direction from Defense Counsel, status reporting, and responding to inquiries from Settlement Class

Members,. The Settlement Administrator shall also be responsible for additional tasks the Parties jointly agree are necessary to accomplish administration of the Settlement.

6.2 The Settlement Administrator shall not have any duties with respect to settlement administration apart from those expressly provided for in this Agreement or otherwise agreed in writing by the Parties. All costs of settlement administration will be paid from the Settlement Fund and under no circumstance will Defendants be responsible for any payments outside of the amount of the Settlement Fund.

6.3 Because the information about Settlement Class Members and members of the Bar Order Notice List provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a Confidentiality Acknowledgement of the Protective Order in both cases and will take all reasonable steps to ensure that any information provided to it by any Party will be used solely for the purpose of effecting this Settlement. The Settlement Administrator shall act in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

6.4 The Settlement Administrator shall complete and provide to Wells Fargo any W-9 forms necessary to implement this Settlement in a form acceptable to Wells Fargo.

7. **Class Notice, Bar Order Notice, and Settlement Website.**

7.1 Class Notice. Subject to the Court's approval, the form of Class Notice shall be substantially in the form of **Exhibit 1** attached hereto.

7.2 Bar Order Notice. Subject to the Court's approval, the form of Bar Order Notice shall be substantially in the form of **Exhibit 3** attached hereto.

7.3 Within ten days of the Court's entry of the Class Preliminary Approval Order and SEC Preliminary Approval Order, whichever is entered last, the Receiver shall provide the Settlement Administrator and Wells Fargo with the Class Notice List and Bar Order Notice List. The Class Notice List will include Class Member names, addresses, and claim amounts previously submitted on the Claim Form. The Bar Order Notice List will include names and addresses for those that will receive the Bar Order Notice. The Settlement Administrator shall treat the Class Notice List as confidential pursuant to the terms of the Protective Order entered in each case and Paragraph 6.3 of this Agreement.

7.4 If, by entering an order approving the final form of the Class Notice and Bar Order Notice, the Court provides authorization to send the Class Notice to the individuals on the Class Notice List and Bar Order Notice to individuals on the Bar Order Notice List, the Settlement Administrator will mail (or email where available and determined appropriate) the Class Notice to the individuals on the Class Notice List and the Bar Order Notice to the individuals on the Bar Order Notice List via first class mail through the United States Postal Service no later than the Notice Mailing Date. Prior to mailing, the Settlement Administrator shall attempt to update the last known addresses of the Class Members set forth on the Notice List and members of the Bar Order Notice List through the National Change of Address system or similar database. The Agreement, Class Notice, and Bar Order Notice shall also be posted on the Settlement Website.

7.5 Following the mailing of the Class Notice and Bar Order Notice, the Settlement Administrator shall provide Class Counsel, Receiver Counsel, and Defense Counsel with written

confirmation of the mailing or emailing as well as a declaration to be submitted to the Court in advance of the Class Final Approval Hearing.

7.6 Unless the Settlement Administrator receives a Class Notice or Bar Order Notice returned from the United States Postal Service for reasons discussed below in this Paragraph, a Class Notice or Bar Order Notice shall be deemed mailed and received by the individual to whom it was sent five days after mailing. In the event that subsequent to the first mailing of a Class Notice or Bar Order Notice, and prior to fourteen days before the Opt-Out Deadline, the Class Notice or Bar Order Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the Class Notice or Bar Order Notice to that address, and the Class Notice or Bar Order Notice will be deemed mailed at that point. The Class Notice and Bar Order Notice shall be deemed received by the individual once it is mailed for the second time. Nothing in this Paragraph shall be construed to extend the Opt-Out Deadline or Objection Deadline for any Class Member or member of the Bar Order Notice List.

7.7 No later than thirty days after the Effective Date, the Settlement Administrator, upon the approval of the Court to file under seal pursuant to the Protective Order (to protect the names, addresses, and other personal information of Class Members and member of the Bar Order Notice List), will cause to be filed with the Court a list of the names and addresses of all Class Members to whom the Class Notice was sent, and all members of the Bar Order Notice List to whom the Bar Order Notice was sent, along with a list of those Class Members and members of the Bar Order Notice List that opted out of the Settlement or Bar Order pursuant to Section 11 below.

7.8 No later than the mailing of the Class Notice and Bar Order Notice, the Receiver shall update the Settlement Website to contain copies of this Agreement and Exhibits including the Class Notice and Bar Order Notice, as well as the Complaints, the Class Preliminary Approval Order, SEC Preliminary Approval Order, the Motion for Preliminary Approval in the Class Action (as described in Section 2 above), and the Motion for Preliminary Approval in the SEC Action (as described in Section 2 above). The Receiver will also cause Motion for Final Approval in the Class Action (as described in Section 2 above), and the Motion for Final Approval in the SEC Action (as described in Section 2 above), the applications for Attorneys' Fees and Expenses and Class Representative's Incentive Payments, SEC Final Approval Order, and the Class Final Approval Order to be posted on the Settlement Website within five days of filing. The Settlement Website shall remain open and accessible until at least one hundred fifty days after the Distribution Date.

8. Covenants Not to Sue.

8.1 The Class Representatives, on behalf of themselves and the Settlement Class Members, and the Receiver covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participating of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Releasees.

9. Representations and Warranties.

9.1 The Class Representatives and Receiver represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties and further covenants that they will not assign or otherwise transfer any interest in any of the Class Representatives' or Receiver's Released Claims.

9.2 The Class Representatives and Receiver represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

9.3 The Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations and mediation sessions among their counsel and with mediator Robert Meyer, Esq., that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Settlement Agreement. Each of the Parties assumes the risk of mistake as to facts or law.

10. Releases.

10.1 On the Effective Date, Releasors, including but not limited to the Class Representatives, on their own behalf and on behalf of each Settlement Class Member, and the Receiver, by operation of this Release and the Judgment set forth in the Class Final Approval Order and SEC Final Approval Order, do hereby and shall be deemed to have fully, finally,

conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged any and all of the Releasees of and from any and all Released Claims and, without further action by any person or the Court, will be deemed: (a) to have consented to dismissal of the Class Action and Receiver Action and the dismissal with prejudice of any and all Released Claims; (b) to have released and forever discharged any and all Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory agency, or any arbitration forum, each and every Released Claim. The Parties agree that the Releasees will suffer irreparable harm if any Settlement Class Member takes action inconsistent with this Paragraph, and that in that event, the Releasees may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

10.2 The Releasors acknowledge and agree that they are aware that they may hereafter discover material or immaterial facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Release, that it is possible that unknown facts, losses, or claims exist, and that known losses may have been underestimated in amount or severity. This was explicitly taken into account in connection with this Agreement. It is the Releasors' intention to, and they do hereby, upon the Effective Date of this Agreement, fully, finally, and forever settle and release each and every one of the Releasees from each and every Released Claim, including any rights, remedies, or benefits available under California Civil Code section 1542 and all similar state, local, or federal statutes and other laws. California Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10.3 Subject to Court approval, each Settlement Class Member shall be bound by this Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Class Action or its settlement in the form of the Class Notice or otherwise. The Release and agreements contained in this Section 10 shall apply to and bind all Settlement Class Members, including those Settlement Class Members whose Class Notices are returned as undeliverable, and those for whom no current address can be found, if any.

10.4 Subject to Court approval, each member of the Bar Order Notice List who does not timely opt out of the Agreement shall be bound by this Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Receiver Action or its settlement in the form of the Bar Order Notice or otherwise. The Release and agreements contained in this Section 10 shall apply to and bind all members of the Bar Order Notice List, including those members of the Bar Order Notice List whose Bar Order Notices are returned as undeliverable, and those for whom no current address can be found, if any.

10.5 On the Effective Date, Releasers hereby release the Releasees from each and every Released Claim.

10.6 Promptly after the Effective Date, Settlement Class Members and members of the Bar Order Notice List shall dismiss with prejudice all claims, actions, or proceedings that are released pursuant to this Agreement. In the event any such actions or proceedings are not dismissed and Wells Fargo learns of the action, Wells Fargo may provide notice to the Settlement

Class Member or member of the Bar Order Notice List of this Settlement and request dismissal of the action.

11. Opt-Out Rights.

11.1 Settlement Class Members.

11.1.1 A Class Member who wishes to be excluded from the Settlement Class must do so in writing. To opt out, the Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

11.1.2 In order to opt out, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website for this Settlement, a Request to Opt Out that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice. The Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a signed statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Class Action.” Mass or class opt outs shall be void.

11.1.3 Any Class Member who does not opt out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class upon the expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments.

11.1.4 Any Class Member who desires to opt out must take timely affirmative written action pursuant to this Section, even if the person desiring to opt out of the Class: (a) files or has filed a separate action against any of the Released Parties, or (b) is, or

becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

11.1.5 Any Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.1.6 The Settlement Administrator shall provide Class Counsel, Receiver Counsel, and Defense Counsel with a list of Opt-Out Requests received on a rolling basis, and a final list of all timely Opt-Out Requests within seven business days after the Opt-Out Deadline.

11.1.7 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member's election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

11.2 Members of Bar Order Notice List.

11.2.1 A member of the Bar Order Notice List who wishes to be excluded from the Bar Order must do so in writing. To opt out, the member of the Bar Order Notice List must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

11.2.2 In order to opt out, the member of the Bar Order List must complete and send to the Settlement Administrator, at the address listed in the Bar Order Notice and on the Settlement Website for this Settlement, a Request to Opt Out that is postmarked no later than the Bar Order Opt-Out Deadline, as specified in the Bar Order Notice. The

Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a signed statement that indicates a desire to be excluded from the Bar Order, such as “I hereby request that I be excluded from the Bar Order in the SEC Action.” Mass or class opt outs shall be void.

11.2.3 Any member of the Bar Order List who does not opt out of the Bar Order in the manner described herein shall be deemed to be part of the Bar Order upon the expiration of the Bar Order Opt-Out Deadline, and shall be bound by the Bar Order.

11.2.4 Any member of the Bar Order Notice List who desires to opt out must take timely affirmative written action pursuant to this Section, even if the person desiring to opt out of the Bar Order: (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

11.2.5 Any member of the Bar Order Notice List who properly opts out of the Bar Order shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.2.6 The Settlement Administrator shall provide Class Counsel, Receiver Counsel, and Defense Counsel with a list of all timely of Opt-Out Requests received on a rolling basis, and a final list Opt-Out Requests within seven business days after the Bar Order Opt-Out Deadline.

11.2.7 Notwithstanding the foregoing, a member of the Bar Order Notice List shall have the right to revoke a properly and timely submitted request for exclusion if a notice

of the member of the Bar Order List's election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Bar Order Opt-Out Deadline.

12. Objections.

12.1 Settlement Class Members.

12.1.1 Overview. Any Class Member may object to the Settlement or the request for Attorney's Fees and Expenses. To object, the Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in the Class Action.

12.1.2 Process. Any Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Class Preliminary Approval Order. The written objection must be filed with the Clerk of Court and mailed (with the requisite postmark) to Class Counsel and Defense Counsel (at the addresses identified in Section 19) no later than the Objection Deadline.

12.1.3 Form of Objection. The requirements to assert a valid objection shall be set forth in the Class Notice and on the Settlement Website, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; (d) a statement of whether he/she intends to appear at the Class Final Approval Hearing, either with or without counsel; (e) the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement or the fee application; and (f) the identity of all counsel representing the objector who will appear at the Class Final Approval Hearing.

12.1.4 The Settlement Administrator shall provide Class Counsel, Receiver Counsel, and Defense Counsel with a list of Objections received on a rolling basis, with a final list to be provided within seven business days of the Objection Deadline. The Parties shall provide a report to the Court setting forth a list of Objections that meet the above guidelines prior to the Class Final Approval Hearing. The Court shall have the ultimate determination of whether an Objection has been appropriately made.

12.1.5 Waiver of Objection. Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Class Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, and to the award of Attorneys' Fees and Expenses to Class Counsel and the payment of an Incentive Payment to the Class Representatives, unless otherwise ordered by the Court.

12.1.6 Appearance. Subject to approval of the Court, any Class Member who files and serves a written Objection in accordance with this Section and the Class Notice may appear, in person or by counsel, at the Class Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Class Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

12.1.7 The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

12.1.8 Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

12.2 Members of the Bar Order Notice List.

12.2.1 Overview. Any member of the Bar Order Notice List may object to the Bar Order. To object, the member of the Bar Order Notice List must comply with the procedures and deadlines in this Agreement and any Court order entered in the SEC Action or Receiver Action.

12.2.2 Process. Any member of the Bar Order Notice List who wishes to object to the Settlement must do so in writing on or before the Bar Order Objection Deadline, as specified in the Bar Order Notice and SEC Preliminary Approval Order. The written objection must be filed with the Clerk of Court and mailed (with the requisite postmark) to Receiver Counsel and Defense Counsel (at the addresses identified in Section 19) no later than the Bar Order Objection Deadline.

12.2.3 Form of Objection. The requirements to assert a valid written objection shall be set forth in the Bar Order Notice and on the Settlement Website, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the member of the Bar Order Notice List objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether

he/she intends to appear at the SEC Final Approval Hearing, either with or without counsel; (e) the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement or the fee application; and (f) the identity of all counsel representing the objector who will appear at the SEC Final Approval Hearing.

12.2.4 The Settlement Administrator shall provide Class Counsel, Receiver Counsel, and Defense Counsel with a list of Bar Order Objections received on a rolling basis, with a final list to be provided within seven business days of the Bar Order Objection Deadline, the Parties shall provide a report to the Court setting forth a list of Bar Order Objections that meet the above guidelines prior to the SEC Final Approval Hearing. The Court shall have the ultimate determination of whether an Objection has been appropriately made.

12.2.5 Waiver of Objection. Any member of the Bar Order Notice List who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to the Bar Order.

12.2.6 Appearance. Subject to approval of the Court, any member of the Bar Order Notice List who files and serves a written Bar Order Objection in accordance with this Section and the Bar Order Notice may appear, in person or by counsel, at the SEC Final Approval Hearing held by the Court, to show cause why the proposed Bar Order should not be approved as fair, adequate, and reasonable, but only if the objecting member of the Bar Order Notice List: (a) files with the Clerk of the Court a notice of intention to appear at the SEC Final Approval Hearing by the Bar Order Objection Deadline (“Notice of

Intention to Appear”); and (b) serves the Notice of Intention to Appear on all counsel designated in the Bar Order Notice by the Bar Order Objection Deadline.

12.2.7 The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting member of the Bar Order Notice List will present to the Court in connection with the SEC Final Approval Hearing.

12.2.8 Any member of the Bar Order Notice List who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Bar Order Notice shall not be entitled to appear at the SEC Final Approval Hearing and raise any objections.

13. Termination.

13.1 In the event that the Settlement set forth in this Agreement is not preliminarily or finally approved without material changes by the Court in both the Class Action and the SEC Action, or if material conditions upon which the Agreement is based are not satisfied, or if the Court determines that it lacks jurisdiction to approve the Settlement, or if there is a court order from another court that takes jurisdiction over some or all of the Claims, or if there is a regulator determination that frustrates the purpose of and protection of the Settlement, or in the event that the Effective Date does not occur, Wells Fargo shall have the right (but not the obligation) to terminate the Agreement. In that case, no further payments shall be made by Wells Fargo to anyone in accordance with the terms of this Agreement, the Parties will bear their own costs and fees with regard to the efforts to obtain Court approval, and this Agreement shall be deemed null and void with no effect on the Class Action or Receiver Action whatsoever. Reductions in the amount of the requested Attorneys' Fees and Expenses shall not be deemed a substantial change necessitating termination of the Settlement.

13.2 If any material portion of the Agreement, Class Final Approval Order, or SEC Final Approval Order is vacated, modified, or otherwise altered on appeal, Wells Fargo may, in its sole discretion, within fourteen calendar days of such appellate ruling, declare that the Agreement has failed to become effective, and in such circumstances the Agreement shall cease to be of any force and effect.

13.3 In the event that a certain portion of Class Members exclude themselves from the Settlement Class, or more than a specific dollar amount of Class Members' claims opt-out of the Settlement Class (both as set forth in a confidential side agreement), Wells Fargo shall have the absolute discretionary right (but not obligation) to terminate this Settlement and Agreement and in such case, each and every one of Wells Fargo's obligations under this Agreement shall terminate, and this Agreement and any orders entered into in connection therewith shall be vacated (except for any provision included in the Class Preliminary Approval Order and SEC Preliminary Approval Order substantially similar to Paragraph 23 of the Class Preliminary Approval Order and Paragraph 19 of the SEC Preliminary Approval Order attached as **Exhibits 2 and 4**). If Wells Fargo exercises this option, the Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement. In addition, in such event, the Agreement and all negotiations, Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties, and each of them, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Class Action or Receiver Action or in any other proceeding. Wells Fargo must exercise this option pursuant to this Paragraph within ten days after receiving the list of timely Opt-Out Requests and at least three days prior to the Final Approval Hearing, by giving written notice of such exercise to Class Counsel.

13.4 In the event that the Bar Order is not entered in the SEC Action, or if more than the specified number of persons (as set forth in a confidential side agreement) appearing on the Bar Order Opt-Out List opt-out from the Bar Order, Wells Fargo shall have the right (but not the obligation) to terminate this Settlement and Agreement and in such case, each and every one of Wells Fargo's obligations under this Agreement shall terminate, and this Agreement and any orders entered into in connection therewith shall be vacated (except for any provision included in the Class Preliminary Approval Order and SEC Preliminary Approval Order substantially similar to Paragraph 23 of the Class Preliminary Approval Order and Paragraph 19 of the SEC Preliminary Approval Order attached as **Exhibits 2 and 4**). If Wells Fargo exercises this option, the Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement. In addition, in such event, the Agreement and all negotiations, Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties, and each of them, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Class Action or Receiver Action or in any other proceeding. Wells Fargo must exercise this option pursuant to this Paragraph within ten days after receiving the list of timely Bar Order Opt-Out Requests or within 10 days of entry of the SEC Final Approval Order without the Bar Order, by giving written notice of such exercise to Class Counsel.

13.5 Simultaneously herewith, the Parties are executing a supplemental agreement, which gives Wells Fargo the right, but not the obligation, to terminate the Settlement in the event that a certain portion of the Class ("Class Opt-Out Threshold") delivers timely and valid requests for exclusion from the Class or in the event that a certain portion of the members of the Bar Order Notice List ("Bar Order Opt-Out Threshold") delivers timely and valid requests for exclusion from the Bar Order. The Parties will keep the Class Opt-Out Threshold and the Bar Order Opt-Out

Threshold confidential, except if compelled by judicial process to disclose it. If the Court requests to see the Class Opt-Out Threshold and/or the Bar Order Opt-Out Threshold, the Parties will seek to submit the Class Opt-Out Threshold and/or the Bar Order Opt-Out Threshold to the Court for *in camera* review.

13.6 If one of the Parties exercises a right herein to terminate or rescind this Agreement or this Agreement is not approved by the Court in both the Class Action and the SEC Action pursuant to the proposed Class Final Approval Order and SEC Final Approval Order, this Agreement, the Settlement proposed herein (including any modifications made with the consent of the Parties), and any action taken or to be taken in connection therewith shall be terminated and shall become null and void and have no further force or effect, the Class Preliminary Approval Order and SEC Preliminary Approval Order shall be vacated (except for any provision included in the Class Preliminary Approval Order and SEC Preliminary Approval Order substantially similar to Paragraph 23 of the Class Preliminary Approval Order and Paragraph 19 of the SEC Preliminary Approval Order attached as **Exhibits 2 and 4**), the Parties shall be restored to their respective positions existing prior to the execution of this Agreement and the Parties' rights and obligations with respect to the use of this Agreement and the Settlement contemplated hereby will be subject to Section 18 hereof. In addition, neither this Agreement, the preliminary certification of the Class, the Class Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied on, referred to, or used by anyone in any way for any purpose in connection with any further proceedings in this Action and/or any action, lawsuit, arbitration, or proceeding involving a Released Claim. Finally, all evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or in any other proceeding.

14. Certification of Settlement Class For Settlement Purposes.

14.1 Within thirty days of the Class Notice Mailing Date, the Class Representative shall move for Final Approval of the Settlement and entry of Final Judgment and shall request that the preliminary certification of the Settlement Class for settlement purposes be made final. Class Counsel shall provide a draft of the Motion for Final Approval to Defense Counsel for review at least three business days in advance of when it is filed. Any responsive papers shall be filed and served no later than seven calendar days prior to the Final Approval Hearing.

14.2 If the Settlement is not granted final approval in the Class Action or SEC Action and the Class Final Approval Order or SEC Final Approval Order is not entered in substantially the form attached hereto as **Exhibit 5 and 6**, the certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for any other purposes in this or any other action can be or have been satisfied. In such circumstances, Wells Fargo reserves and shall have all rights to challenge certification of a Settlement Class or any other class for any other purpose in the Action or any other action on all available grounds as if no Settlement Class had been certified.

15. Final Approval and Bar Order in SEC Action.

15.1 After the SEC Preliminary Approval Order and no later than fourteen days before the SEC Final Approval Hearing, the Receiver shall move for Final Approval of the Settlement and entry of Final Judgment and shall request entry of the Bar Order. The Receiver shall provide a draft of the Motion for Final Approval to Defense Counsel for review and comment at least three business days before it is filed. Any responsive papers shall be filed and served no later than seven calendar days prior to the SEC Final Approval Hearing.

16. Attorneys' Fees and Litigation Costs, and Incentive Payments.

16.1 Class Counsel and Receiver Counsel intend to seek an award of attorneys' fees not to exceed 33.33% of the Settlement Fund and reimbursement of litigation expenses not to exceed \$900,000.00. Wells Fargo takes no position on Class Counsel and Receiver Counsel moving the Court for an award of Attorneys' Fees and Expenses in the Class Action or the amount of any Attorneys' Fees and Expenses award.

16.2 Class Counsel and Receiver Counsel's application for Attorneys' Fees and Expenses shall be filed during the pendency of the Class Notice period and within thirty days of the Class Notice Mailing Date. Class Counsel and Receiver Counsel agree that the amounts of such costs and fees awarded shall compensate them for all legal work in the Action up to and including the date of Final Judgment, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Action after the date of Effective Date. Any award of Attorneys' Fees and Expenses shall be paid out of the Settlement Fund. In no event shall Wells Fargo be obligated to pay more than that which it will deposit into the Settlement Fund pursuant to Section 3.2.

16.3 Within seven days after the funding of the Settlement Fund or entry of an order approving the application for Attorneys' Fees and Expenses (whichever is later), the Receiver shall make payment of the Attorneys' Fees and Expenses awarded by the Court to Class Counsel, pursuant to payment instructions in writing from Class Counsel. In accepting this payment, the Class Representatives, Class Counsel, and Receiver Counsel, on behalf of themselves and all Settlement Class Members, acknowledge that the payment are in full satisfaction of any and all claims, rights, and demands that Class Counsel, Receiver Counsel, the Class Representatives, or the Settlement Class had, have, or may claim to have in the future for attorneys' fees, costs, expenses, or any other payment in connection with this Action or this Agreement, up to the date

of final judgment. Wells Fargo shall have no responsibility for allocation or distribution of the award among Class Counsel and Receiver Counsel.

16.4 Class Counsel shall be entitled, subject to Court approval, to apply to the Court for Incentive Payments to the Class Representatives in an amount not to exceed \$10,000 each, subject to Court approval. Wells Fargo will not oppose the request for the Incentive Payments provided it is consistent with this Agreement. The Court denying any or all of Incentive Payments requested shall not be grounds to terminate the Settlement.

16.5 Within seven days after the funding of the Settlement Fund or entry of an order approving the application for the Incentive Payments to the Class Representatives (whichever is later), and upon the Class Representatives' submission of a Form W-9 to the Settlement Administrator and/or Receiver, the Receiver shall make payment of the Incentive Payments awarded by the Court from the Settlement Fund pursuant to written payment instructions from Class Counsel. Class Counsel shall be responsible for delivering the Incentive Payments to the Class Representative after receipt of payment from the Receiver. A Form 1099 for the payment of any Incentive Payment will be filed.

16.6 A Form 1099 for these payments may be filed by Wells Fargo and/or the Settlement Administrator or Receiver. Class Counsel shall cooperate with Wells Fargo and the Settlement Administrator or Receiver to provide all information necessary to process any such payments including completing any requested tax forms (*e.g.*, IRS Form W-9 and applicable tax identification numbers). Wells Fargo shall have no responsibility for, and no liability whatsoever with respect to, any tax obligations or any allocation among the Class Representatives and Class Counsel or Receiver Counsel, and/or any other person who may assert some claim thereto, of any award or payment made in this Action or pursuant to this Agreement, including but not limited to

any award or payment pursuant to this Section 15. Class Counsel, Receiver Counsel, and the Class Representatives shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment made pursuant to this Section 15. No party shall be deemed the prevailing party for any other purposes of the Action.

16.7 Neither Wells Fargo nor the Releasees shall have any responsibility for any application of Attorneys' Fees and Expenses and Incentive Payments submitted by Class Counsel and Receiver Counsel. The procedure for and the grant or denial or disallowance by the Court of the application for Attorneys' Fees and Expenses and Incentive Payments is to be considered by the Court independently of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorney's Fees and Expenses and Incentive Payment or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Finality of Judgment approving the Agreement and the Settlement, except as provided for in Section 13.

17. Stay of Discovery and Other Proceedings.

17.1 To the extent the Class Action and Receiver Action have not already been stayed by the Court, upon execution of this Agreement, the Parties shall discontinue all discovery activity or related proceedings in the Litigation.

17.2 Upon the Effective Date, and notwithstanding any of the other provisions in this Agreement, the Defendants shall have no obligation to preserve documents and evidence with respect to Released Claims, and the Class Representatives, Class Counsel, Receiver, and Receiver Counsel shall not pursue any spoliation claims or other actions or sanctions against Defendants with respect to documents or evidence related to the Released Claims.

18. Return/Destruction of Discovery Materials.

18.1 The Parties agree that the terms of the Protective Order govern the dealings of the Parties with respect to materials produced in discovery in the Class Action and Receiver Action and shall continue in force after the Effective Date of the Settlement. Accordingly, within thirty days of the Effective Date, the Parties and their counsel of record, and any consultants or experts retained by the Parties or their counsel of record, shall use their best efforts to locate all Protected Material (as the term is defined in the Protective Order) produced in the Action and return such Protected Material to counsel of record for the producing party or properly destroy all originals or reproductions (whether in electronic, hard copy, or other form) of the Protected Material.

18.2 Within sixty days of the Effective Date, counsel of record shall make written certification that they have used their best efforts to search for all Protected Material, that they have instructed the Class Representatives, Receiver, Defendant, and all consultants or experts to return or destroy Protected Material, and that, to the best of their knowledge, they have retained no originals or copies of any Protected Material. The Parties acknowledge that their duty to return or destroy all Protected Material is a continuing duty and the Parties agree to return or destroy any such information found in the future.

18.3 Notwithstanding this Section, the Parties shall be excused from any duty to return or destroy Protected Material to the extent necessary to comply with outstanding court orders or with judicial and non-judicial subpoenas, civil investigative demands or other compulsory process. Nothing in this Agreement shall be construed as requiring the destruction of attorney work product.

18.4 The Court shall retain jurisdiction to ensure compliance with the Protective Order.

19. Media and Confidentiality.

19.1 The Parties agree that any press release must be approved by the Parties. The Parties further agree that any press release or public statements shall be negotiated with Wells

Fargo in advance of issuance, other than reports made by the Receiver in the ordinary course and shall be subject to the terms of Paragraph 19.3 below.

19.2 Class Representatives, Class Counsel, Receiver, and Receiver Counsel agree not to make any direct written solicitations to Class Members or claimants in the Receivership to opt out or object to the Settlement, and they shall take no action which would or might have the effect of inducing or encouraging any person included in the Class to seek exclusion from the Class.

19.3 No Party shall make any disparaging statements (oral or written), directly or indirectly, to the media or general public about any other Party related to the Class Action or Receiver Action or this Settlement. Disparaging statements are statements that are false, misleading, or tend to cast any other Party in a negative light, regardless of truth or falsity.

20. Notices.

20.1 All notices (other than the Class Notice and Bar Order Notice) required by the Agreement shall be made in writing and communicated by mail and email to the following addresses:

All notices to Class Counsel shall be sent to Class Counsel c/o:

Daniel C. Girard (pro hac vice)
Jordan Isern (pro hac vice)
GIRARD SHARP LLP
601 California Street, Suite 1400
San Francisco, CA 94108
dgirard@girardsharp.com
jelias@girardsharp.com
jiser@girardsharp.com

Eric Gibbs (pro hac vice)
David K. Stein (pro hac vice)
Spencer S. Hughes (pro hac vice)
GIBBS MURA LLP
1111 Broadway, Suite 2100
Oakland, CA 94607
ehg@classlawgroup.com
amz@classlawgroup.com
ds@classlawgroup.com
shughes@classlawgroup.com

Emily Beale (pro hac vice)
GIBBS MURA LLP
136 Madison Avenue, Suite 541
New York, NY 10016
eb@classlawgroup.com

Robert L. Brace (pro hac vice)
Maria F. Elosu (pro hac vice)
LAW OFFICES OF ROBERT L. BRACE
1807 Santa Barbara Street
Santa Barbara, CA 93101
rlbrace@rusty.lawyer

Miles N. Clark (NBN 13848)
LAW OFFICES OF MILES N. CLARK, LLC
5510 S. Fort Apache Road., Suite 30
Las Vegas, NV 89148-7700
miles@milesclarklaw.com

mariaelosulaw@gmail.com

All Notices to Receiver Counsel shall be sent to Receiver counsel c/o:

Jeffrey C. Schneider (*pro hac vice*)
Jason K. Kellogg (*pro hac vice*)
Marcelo Diaz-Cortes (*pro hac vice*)
LEVINE KELLOGG LEHMAN
SCHNEIDER & GROSSMAN LLP
100 SE 2nd Street
Miami Tower, 36th Floor
Miami, FL 33131
jcs@lklsg.com
jk@lklsg.com
md@lklsg.com

Jarrold L. Rickard, Esq.
Katie L. Cannata, Esq.
SEMENZA KIRCHER RICKARD
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
jlr@skrlawyers.com
klc@skrlawyers.com

All notices to Defense Counsel shall be sent to Defense Counsel c/o:

K. Issac deVyver (*pro hac vice*)
Karla L. Johnson (*pro hac vice*)
McGUIREWOODS LLP
260 Forbes Avenue, Suite 1800
Pittsburgh, PA 15222
kdevyver@mcguirewoods.com
kjohnson@mcguirewoods.com

Alicia A. Baiardo (*pro hac vice*)
McGUIREWOODS LLP
Two Embarcadero Center
Suite 1300
San Francisco, CA 94111
abaiardo@mcguirewoods.com

Anthony Q. Le (*pro hac vice*)
Molly M. White (*pro hac vice*)
McGUIREWOODS LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
ale@mcguirewoods.com
mwhite@mcguirewoods.com

Joseph G. Went
Nevada Bar No. 9220
Sydney R. Gambee
Nevada Bar No. 14201
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
jgwent@hollandhart.com
srgambee@hollandhart.com

21. Miscellaneous Provisions.

21.1 Cooperation. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effect and

implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

21.2 No Admission. The Agreement compromises claims contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the amounts paid in settlement and the other terms of the Agreement were negotiated in good faith by the Parties and at arm's length and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. Neither the Agreement nor the Settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Releasees, or any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Releasees, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Class Representative and Class Counsel agree not to argue that Wells Fargo could not contest (or is estopped from contesting) class certification and/or proceeding collectively on any grounds if the Class Action were to proceed; this Agreement shall not be deemed an admission by, or ground for estoppel against, Wells Fargo that class certification and/or proceeding collectively in the Class Action is proper or cannot be contested on any grounds.

21.3 Exhibits. All of the exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

21.4 Amendment/Modification. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed

a waiver of any other prior or subsequent breach of this Agreement. Class Counsel, on behalf of the Class, are expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class which they deem appropriate.

21.5 Entire Agreement. The Agreement and the related documents entered at this time of this Agreement or referenced herein constitute the entire agreement among the Parties hereto concerning the Settlement of the Class Action and Receiver Action, other than the confidential side agreement setting forth the amounts relevant to termination provisions. No representations, warranties, or inducements have been made to any Party concerning the Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in this Agreement. Except as otherwise provided herein, each party shall bear its own costs and attorney fees.

21.6 Authority. Each person executing the Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that such person has the full authority to do so.

21.7 Counterparts. The Agreement may be executed in one or more counterparts, including by signature transmitted by facsimile or by email in PDF format. All executed counterparts and each of them shall be deemed to be one and the same instrument.

21.8 Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third-party beneficiaries.

21.9 No Third-Party Rights or Beneficiaries. Except as expressly provided for herein, no government agency or official can claim any rights under this Agreement or Settlement,

whether with respect to the conduct that is the subject of the Releases, the restrictions in Section 3, or the funds (or remainder of funds) paid or used in the Settlement. There are no third-party beneficiaries created or implied.

21.10 Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to the jurisdiction of the Court for the sole purposes of implementing and enforcing the Settlement embodied in the Agreement until such time that the Court enters an order dismissing the action with prejudice.

21.11 Governing Law. The Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of Nevada, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Nevada without giving effect to that State's choice of law principles.

21.12 Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any party and the canon of contract interpretation to the contrary shall not be applied.

21.13 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

21.14 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member, member of the Bar Order Notice List, or any recipient of Class Notices or Bar Order Notices of the Settlement after the Final Judgment is entered.

Remainder of Page Left Blank

Dated: 04 / 11 / 2026, 2026

CLASS REPRESENTATIVE
BARRETT HENZEL

Barrett Henzel

By: BARRETT HENZEL

Dated: 04 / 15 / 2026, 2026

CLASS REPRESENTATIVE
ALLAN CARSO

Allan Carso

By: ALLAN CARSO

Dated: 04 / 11 / 2026, 2026

CLASS REPRESENTATIVE
CRAIG RODNEY MICHAELIS

Rodney Michaelis

By: CRAIG RODNEY MICHAELIS

Dated: 04 / 10 / 2026, 2026

CLASS REPRESENTATIVE
JOSHUA LUEKENG

Joshua Luekenga

By: JOSHUA LUEKENG

Dated: 04 / 18 / 2026, 2026

CLASS REPRESENTATIVE
GARY LUNDIN

Gary Lundin

By: GARY LUNDIN

Dated: 04 / 17 / 2026, 2026

CLASS REPRESENTATIVE
BRYCE KELLY

Bryce Kelly

By: BRYCE KELLY

Dated: 04 / 21 / 2026, 2026

CLASS REPRESENTATIVE
CLINT MCDANIEL

Clint McDaniel

By: CLINT MCDANIEL

Dated: 04 / 20 / 2026, 2026

CLASS REPRESENTATIVE
DAN MCDANIEL

Dan McDaniel

By: DAN MCDANIEL

Dated: _____, 2026

RECEIVER
GEOFFREY WINKLER

By: _____

Name: _____

Title: _____

Dated: _____, 2026

DEFENDANT
WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____

Dated: _____, 2026

CLASS REPRESENTATIVE
CLINT MCDANIEL

By: CLINT MCDANIEL

Dated: _____, 2026

CLASS REPRESENTATIVE
DAN MCDANIEL

By: DAN MCDANIEL

Dated: 4/17/2026, 2026

RECEIVER
GEOFFREY WINKLER

Signed by:

Geoff Winkler

DDCDD90F88E6402...

By: _____

Name: _____

Title: _____

Dated: _____, 2026

DEFENDANT
WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____

Dated: _____, 2026

CLASS REPRESENTATIVE
CLINT MCDANIEL

By: CLINT MCDANIEL

Dated: _____, 2026

CLASS REPRESENTATIVE
DAN MCDANIEL

By: DAN MCDANIEL

Dated: _____, 2026

RECEIVER
GEOFFREY WINKLER

By: _____

Name: _____

Title: _____

Dated: 4/21/2026, 2026

DEFENDANT
WELLS FARGO BANK, N.A.

Signed by:
By: Saul Van Beurden
B3E75820884F4C5...

Name: Saul Van Beurden

Title: Saulus Van Beurden

Exhibit 1

Class Action Notice



United States District Court for the District of Nevada
In re J&J Investment Litigation,
Case No. 2:22-cv-00529-GMN-NJK

Class Action Notice

Authorized by the U.S. District Court

If you invested money for purchase agreements with or through J&J Consulting Services, Inc., or certain related entities

There is a \$50,000,000 settlement of a lawsuit. You may be entitled to money.

To learn about your rights relating to the settlement, you should:

Read this notice.

Respond by [DATE], 2026.

If you take no action, you will still be bound by the settlement, and your rights will be affected. Learn more at: www.jjconsulting-receivership.com.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of related lawsuits, a class action lawsuit, *In re: J&J Investment Litigation*, Case No. 2:22-cv-00529-GMN-NJK (the "Class Action"), and related action by the Geoff Winkler (the "Receiver"), as Receiver for J&J Consulting Services, Inc. and related companies, captioned *Winkler v. Wells Fargo Bank, N.A.*, Case No. 2:23-cv-00703-GMN-NJK (the "Receiver Action"), pending in the United States District Court for the District of Nevada.

You received this notice because you may be a member of the group of people affected, called the "class." This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Do Nothing*	Automatically get your share of the settlement. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against Wells Fargo Bank, N.A., about the same issues.
Object	Tell the Court why you don't like the settlement.

*If you did not make a claim between September 1, 2025, and December 1, 2025, with the Receiver, you must make a claim now to receive a settlement payment. See "Submitting a Claim" below.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: _____, **2026**

Your deadline to submit a claim form: _____, **2026**

Settlement approval hearing: _____, **2026**

Learning About the Lawsuit

What is this lawsuit about?

The plaintiffs in the lawsuit (Barrett Henzel, Allan L. Carso, Gary W. Lundin, Joshua Luekenga, Craig Rodney Michaelis, Bryce Kelly, Clint McDaniel, and Dan McDaniel) claimed that Wells Fargo Bank, N.A., aided and abetted Mathew Beasley, J&J Consulting Services, Inc., and others in operating a Ponzi scheme through the sale of fraudulent interests in purchase agreements, resulting in financial loss to Plaintiffs and members of the class.

The lawsuit alleges that Wells Fargo Bank, N.A., knowingly permitted the operation by Beasley and others of the J&J Ponzi scheme.

Wells Fargo Bank denies that it did anything wrong or had any knowledge of the scheme.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

www.jjconsulting-receivership.com

Why is there a settlement in this lawsuit?

In October 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the plaintiffs who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where:

U.S. District Court for the District of Nevada
Courtroom 7D
333 Las Vegas Blvd South
Las Vegas, NV 89101

When:

10:00 am PT on _____, 2026.

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to class members. To learn more and confirm the hearing date, go to www.jjconsulting-receivership.com.

Learning About the Settlement

What does the settlement provide?

Wells Fargo Bank has agreed to pay \$50,000,000 to resolve the Class Action and the Receiver Action. This money will be used to reimburse lawyer fees and costs advanced, to the extent approved by the Court, and for the cost of administering this settlement. The rest will be distributed to class members by the Receiver. In exchange, the Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Wells Fargo Bank for the

same issues and alleged legal violations raised in this lawsuit. The full terms of the release can be found on the Important Documents page of the J&J Receivership website: www.jjconsulting-receivership.com.

Why is \$50,000,000 fair?

The lawyers for the plaintiffs believe the settlement is fair because plaintiffs face substantial risks and delays in proving their case and/or recovering damages. These risks include the risk that the plaintiffs will not succeed in obtaining an order certifying the Class, that they may be unable to prove Wells Fargo knew of wrongdoing by Matthew Beasley and others, and the risk that they may not be successful in proving damages in full or in part. The lawyers believe that if the settlement is not approved, the Class could recover less or nothing at all from this lawsuit.

Am I a class member?

If you are a natural or legal person who invested in a J&J Entity (see below) lawsuit settlement contract between January 2017 and March 2022 and incurred a loss of your principal investment (in whole or in part) as determined by the Receiver pursuant to his court-appointed duties and as identified in the Receiver's official records submitted to the Court in the SEC Action, you are a class member.

The J&J Entities are:

- J&J Consulting Services, Inc., a Nevada corporation
- J&J Consulting Services, Inc., an Alaska corporation
- J&J Purchasing, LLC, a Florida limited liability company

There are exceptions. You are not a class member if:

- you are a Relevant Non-Party, as defined in the Consolidated Class Action Complaint, or related to a Relevant Non-Party; or
- you are a judicial officer, or an immediate family member of a judicial officer, to whom this litigation is assigned.

If you are still unsure if you are a class member, call (833) 366-6236

(US or Canada) or (747) 215-2283 (International) or visit www.jjconsulting-receivership.com.

Deciding What to Do

How do I weigh my options?

Your options are to stay in the settlement, opt out of the settlement, object to the settlement, or do nothing. This chart shows the effects of each:

	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	NO	YES	YES*
Am I bound by the terms of this lawsuit if I . . .	NO	YES	YES
Can I pursue my own case if I . . .	YES	NO	NO
Will the class lawyers represent me if I . . .	NO	NO	YES

*If you did not make a claim between September 1, 2025, and December 1, 2025, in the J&J Consulting Services, Inc., Receivership, you must make a claim now to receive a settlement payment. See "Submitting a Claim" below.

**You can object to the settlement AND submit a claim form to receive payment.*

Do I need a lawyer?

In a class action, the court appoints class representatives and lawyers to represent the interests of all the class members, they do not act as your personal attorneys.

For this settlement, the Court has appointed the following lawyers.

Class Action lawyers: Girard Sharp LLP, Gibbs Mura, A Law Group, and Law Offices of Robert L. Brace. These are the lawyers who represent the plaintiffs in the Class Action.

Levine Kellogg Lehman Schneider and Grossman LLP are the attorneys for Receiver Geoff Winkler in the Receiver Action. They will share in any attorneys' fees awarded to the Class Action attorneys.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Payments

How will my payment be determined?

The amount you receive as a settlement payment will be determined by the claim you submitted between September 1, 2025, and December 1, 2025, in the J&J Consulting Services, Inc., Receivership, which will be approved or adjudicated based on the Receiver's claims process (your "Claim Amount"). Your payment will be calculated by dividing your Claim Amount by the total value of all Claim Amounts and multiplying the resulting fraction by the amount remaining in the settlement fund, after deducting the amounts approved by the Court to compensate the lawyers, pay costs of administration, and payments to the plaintiffs.

If you are a class member who did not make a claim in the Receivership, you can receive a settlement payment by following the instructions below under the heading, "Submitting a Claim." The Receiver will evaluate your claim using the same rules as in the SEC Action.

How will I get my payment?

Payments will be made to all claimants based on their Claim Amount and as determined by order of the Court in the SEC Action. Payments will be sent by the Receiver.

Submitting a Claim

If you are a class member, but you did not make a claim in the J&J Receivership, you can still claim a share of the settlement. Download

the claim for at www.jjconsulting-receivership.com and mail it with supporting documentation to the Receiver no later than _____, 2026 (address below).

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund.

Since 2022 when they began working on the case, the class action lawyers have not been paid attorneys' fees or reimbursed for expenses they advanced in connection with the case. To pay for their time and risk of non-payment, the lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$16.6 million total in attorneys' fees plus the reimbursement of out-of-pocket expenses not to exceed \$900,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$10,000 to each of the plaintiffs for the time and effort they contributed to the case. If approved by the Court, these payments will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive a payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit. That means you keep the right to sue Wells Fargo Bank or be part of another case against them about the issues in this lawsuit. If you have a pending lawsuit against Wells Fargo Bank, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit.

How do I opt out?

To opt out of the settlement, you must write a letter and mail it by _____, 2026, to the Settlement Administrator at:

J&J Bank Settlement
c/o Exclusion Requests
Stretto, Inc.
410 Exchange Ste. 100
Irvine, CA 92602

Be sure to include the case name, your name, address, telephone number, and signature. If you are represented by your own counsel, be sure to include the signature of your counsel.

Be sure to also include an explicit and unambiguous statement that the person seeking exclusion falls within the definition of the Settlement Class and desires to be excluded from the Settlement Class such as "I hereby request that I be excluded from the proposed Settlement Class in the Class Action."

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you. You will be responsible for compensating any lawyer that you hire.

To object, you must send a letter to the Court that:

- (1) is postmarked by _____, 2026;
- (2) includes the case name and number (*In re J&J Investment Litigation*, Case No. 2:22-cv-00529-GMN-NJK);
- (3) includes your full name, address and telephone number;

- (4) the basis for your objection;
- (5) if applicable, includes copies of any papers, briefs, or other documents upon which the objection is based;
- (6) says whether either you or your lawyer intend to appear at the final approval hearing;
- (7) the name, address, email address, and telephone number of every attorney representing you or who previously represented you who may be entitled to compensation related to the objection or fee application;
- (8) the identity of all counsel who will appear at the final approval hearing
- (9) your signature.

Mail the letter to:

<p>J&J Bank Settlement c/o Objections Stretto, Inc. 410 Exchange Ste. 100 Irvine, CA 92602</p>	<p>U.S. District Court for the District of Nevada Courtroom 7D 333 Las Vegas Blvd. South Las Vegas, NV CA 89101</p>
<p><u>Plaintiffs' Counsel</u> Daniel C. Girard Jordan Isern GIRARD SHARP LLP 601 California Street, Suite 1400 San Francisco, CA 94108 Eric Gibbs David K. Stein Spencer S. Hughes GIBBS MURA LLP 1111 Broadway, Suite 2100 Oakland, CA 94607 Emily Beale GIBBS MURA LLP 136 Madison Avenue, Suite 541 New York, NY 10016 Robert L. Brace</p>	<p><u>Wells Fargo's Counsel</u> K. Issac deVyver Karla L. Johnson McGUIREWOODS LLP 260 Forbes Avenue, Suite 1800 Pittsburgh, PA 15222 Anthony Q. Le Molly M. White McGUIREWOODS LLP 1800 Century Park East, 8th Floor Los Angeles, CA 90067 Alicia A. Baiardo McGUIREWOODS LLP Two Embarcadero Center Suite 1300 San Francisco, CA 94111 Joseph G. Went</p>

Maria F. Elosu
LAW OFFICES OF ROBERT L.
BRACE
1807 Santa Barbara Street
Santa Barbara, CA 93101

Miles N. Clark
LAW OFFICE OF MILES N.
CLARK, LLC
5510 S. Fort Apache Road,
Suite 30
Las Vegas, NV 89148

Sydney R. Gambie
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

If you intend to appear at the final approval hearing, you must file with the Court a "Notice of Intention to Appear" by the above deadline and mail a copy to class counsel and defense counsel.

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will receive a share of the settlement fund, and you will be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against Wells Fargo Bank about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found on the Important Documents page of the Settlement website: www.jjconsulting-receivership.com.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:

- contact the class action lawyers (information below)

- visit the case website at www.jjconsulting-receivership.com
- access the Court's Court Electronic Records (PACER) system online or by visiting the Court Clerk's (address below).

Resource	Contact Information
Case website	www.jjconsulting-receivership.com
Settlement Administrator	<p>J&J Bank Settlement c/o Settlement Administrator Stretto, Inc. 410 Exchange Ste. 100 Irvine, CA 92602 (833) 366-6236 (US or Canada) or (747) 215-2283 (International)</p>
Class Action Lawyers	<p>Girard Sharp LLP J&J@girardsharp.com 601 California Street, Suite 1400 San Francisco, California 94108 415-981-4800</p> <p>Gibbs Mura, A Law Group 1111 Broadway, Suite 2100 Oakland, California 94607 510-350-9700</p> <p>Law Office of Robert L. Brace. 1807 Santa Barbara Street Santa Barabra, California 93101 805-886-8458</p>
Court (DO NOT CONTACT)	<p>U.S. District Court for the District of Nevada 333 Las Vegas Blvd. South Las Vegas, NV CA 89101</p>

Exhibit 2

Class Preliminary Approval Order

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

In re J&J Investment Litigation

Case No.: 2:22-cv-00529-GMN-NJK

PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVIDING FOR NOTICE

WHEREAS, the above-entitled action is pending before this Court (the “Class Action”);

WHEREAS, the parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order approving settlement of this Class Action , in accordance with the Settlement Agreement and Release dated _____, 2026 (the “Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Class Action and for dismissal of the Class Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Agreement and the exhibits Annexed thereto;

WHEREAS, all defined terms herein have the same meanings as set forth in the Agreement;

WHEREAS, the Court has reviewed Plaintiff’s Motion for Preliminary Approval and supporting brief requesting that this Court: (1) conditionally certify the Settlement Class; (2) preliminarily approve the parties’ proposed class action settlement; (3) appoint Barrett Henzel, Allan Carso, Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan

McDaniel as Class Representatives, their counsel as Class Counsel, and Stretto, Inc. as the Settlement Administrator; (4) set the deadlines for written exclusion or objections to the Agreement; (5) approve the form of Class Notice to the Settlement Class and the claim form; and (6) schedule a hearing on the final approval of the Agreement for _____, 2026.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Nature of the Action.** Plaintiffs Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel (“Plaintiffs”) allege that Defendant Wells Fargo Bank, N.A., (“Wells Fargo” or “Defendant”) (1) violated the Nevada Uniform Fiduciaries Act; (2) aided and abetted breach of fiduciary duty; (3) aided and abetted fraud; and (4) was negligent arising out of and relating to an alleged Ponzi scheme perpetrated by Jeffrey Judd and Matthew Beasley. Defendants dispute and deny all of Plaintiff’s claims.

2. **Settlement.** Plaintiffs Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel (the “Class Representatives”), individually and as Class Representative on behalf of the Class, and Defendant Wells Fargo Bank, N.A., (collectively, the “Parties”) have negotiated a potential settlement of the Class Action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Agreement) against Defendant and the Releasees.

3. **Review.** At the preliminary approval stage, the Court’s task is to evaluate whether the settlement under Rule 23(e)(1). The Court may preliminarily approve the settlement only if it concludes that it will “likely” be able to (a) certify the class for purposes of judgment and (b) approve the parties’ settlement as fair, reasonable, and adequate. Whether a settlement merits approval as fair, reasonable, and adequate is guided by the elements in Rule 23(e)(2).

Supplementing those Rule 23(e) elements are the “Churchill factors.” See generally *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004); see also *Daniels v. Aria Resort & Casino, LLC*, 2023 WL 2634613, at *2-3 (D. Nev. Mar. 23, 2023) (Navarro, J.) (applying both Rule 23 and *Churchill* factors); *Kim v. Allison*, 8 F.4th 1170, 1178 (9th Cir. 2021). Settlements that occur before formal class certification “require a higher standard of fairness.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000). In reviewing such settlements, a court also must ensure that “the settlement is not the product of collusion among the negotiating parties.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946-47 (9th Cir. 2011).

The Court has carefully reviewed the Agreement pursuant Rule 23(e)(1), including the notice plan, the plan of allocation and the release of claims, as well as the files, records, and proceedings to date in the Class Action. The terms and conditions in the Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized items in this Order shall have the meanings attributed to them in the Agreement.

4. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Class Action and over all parties to the Class Action, including all of the Class Members, and venue in this Court is proper.

5. **Preliminary Settlement Approval.** Based on the review the Court has conducted, as set forth in paragraph 3, the Court does hereby preliminarily approve the Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement as set forth in the Agreement falls within the range of reasonableness and was the product of informed, good-faith, arms’-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval. The Court finds and concludes that

the amount of the settlement, the stage of the proceedings at which the Agreement was reached, the deliberate nature of settlement negotiations, the assistance of experienced mediator Robert Meyer, Esq. in the settlement process, and the overall record in this action, all support the finding that the Settlement is non-collusive.

6. **Certification of Settlement Class.** Pursuant to Federal Rule of Civil Procedure 23, the Court conditionally certifies, for settlement purposes only, (and for no purposes and with no other effect upon the Class Action, including no effect upon the Class Action should the Agreement not receive Final Approval or should the Effective Date not occur), a class defined as all natural and legal persons who invested in a J&J Entity lawsuit settlement contract between January 2017 and March 2022 and who incurred a loss of their principle investment (in whole or in part) as determined by the Receiver pursuant to his court-appointed duties and as identified in the Receiver's official records submitted to the Court in the SEC Action. Excluded from the class are Wells Fargo and the Relevant Non-Parties as defined in the Class Action Complaint; their parents, affiliates, subsidiaries, legal representatives, predecessors, successors, assigns, and employees; and any judge to whom the Class Action or Receiver Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons.

The Court finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure, that it will likely be able to certify the Class for purposes of the proposed Settlement. Specifically, and solely for purposes of the proposed Settlement of this Class Action, the Court finds that each element required for certification of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met or will likely be met:

- (a) the members of the Class are so numerous that their joinder in the Class Action

would be impracticable;

(b) there are questions of law and fact common to the Class that predominate over any individual questions;

(c) the Plaintiffs' claims are typical of the claims of the Settlement Class;

(d) Plaintiffs and Class Counsel have and will fairly and adequately represent and protect the interests of the Class; and

(e) a class action is superior to other available methods for the fair and efficient adjudication of the claims.

7. **Designation of Class Representatives and Class Counsel.** The Court finds and concludes, pursuant to Rule 23(e)(1)(B)(ii), that it will likely be able to certify Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel as the Class Representatives, in that their claims typical of and they are adequate representatives of the Settlement Class they propose to represent. The Court hereby appoints Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel as the Class Representatives for the Settlement Class. The Court finds and concludes that the law firms Girard Sharp LLP, Gibbs Mura LLP, and Law Offices of Robert L. Brace have extensive experience and expertise in prosecuting class actions and they have diligently prosecuted the Class Action. The Court hereby appoints Plaintiffs' counsel of record in this case as Class Counsel.

8. The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable,

and adequate to the Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

9. **Final Approval Hearing.** A hearing (the “Final Approval Hearing”) shall be held before this Court on _____, 202__, at _____ .m., at the United States District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, Nevada 89101 to determine, among other things: (i) whether the proposed Settlement of the Class Action on the terms and conditions set forth in the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether a Judgment as provided in Paragraph 1.34 of the Agreement should be entered; (iii) whether Settlement Class Members should be bound by the Release set forth in the Agreement; (iv) any amount of fees and expenses that should be awarded to Class Counsel and any award to the Class Representatives for their representation and service to the Class; (v) to consider any Settlement Class Member’s objections to the Settlement and/or any application of Class Counsel for payment or reimbursement of attorney’s fees, costs, and expenses and any application for an award to the Class Representatives; and (vi) to rule upon such other matters as the Court may deem appropriate. The Parties shall include the date of the Final Approval Hearing in the Class Notice to be mailed to the Settlement Class.

10. **Class Notice.** The Court approves the form, substance, and requirements of the Class Notice (the “Notice,” annexed hereto as **Exhibit 1**). The Court further finds that the form, content, and distribution of the Notice, substantially in the manner and form set forth in Paragraph 11 of this Order, meets the requirements of the Federal Rule of Civil Procedure 23 and due process. The Class Notice fairly, plainly, accurately, and reasonably informs potential Class Members of appropriate information about: (1) the nature of this action, the definition of the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of

allocation for the monetary and other relief, and includes the address for a website maintained by the Settlement Administrator that has links to the notice, motions for approval and for attorney's fees, claim form, and any other important documents in this case; (2) Class Representatives' forthcoming application for the Class Representatives' service awards and Class Counsel's attorneys' fees and costs award; (3) how Class Members may claim settlement payments and how the Settlement Class Members' share of the Settlement Fund will be calculated and distributed; (4) this Court's procedures for final approval of the Settlement; (5) how to Opt-Out or Object to the Settlement; (6) how to obtain additional information regarding this Action and the Settlement, including instructions on how to access the case docket via the Public Access to Court Electronic Records ("PACER") or in person at the Courthouse; and (7) the date of the Final Approval Hearing and that the date may change without further notice to the Settlement Class, and that Class Members may check the settlement website or PACER to confirm that the date has not been changed.

The Court further finds and concludes that the proposed plan for distributing the Class Notice likewise is a reasonable method calculated to reach all individuals who would be bound by the Settlement. Under this plan, prior to distributing the Class Notice and after receiving a Class Notice List from the Receiver, the Settlement Administrator will update addresses through the NCOA or similar databases. After the Settlement Administrator updates the Settlement Class's addresses, the Notice will be sent out via first-class mail to the Settlement Class Members. Where no physical address exists, the Settlement Administrator will email the notice, to the extent an email address is available. No later than the mailing of the Notice, the Notice will be posted to the Settlement Website. There is no additional method of distribution that is cost-effective and would

be reasonably likely to notify potential Class Members who may not receive notice under this proposed distribution plan.

The Court hereby concludes that the proposed Class Notice and Notice plan are the best practicable under the circumstances and are reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of the Class Action, to apprise persons who would otherwise fall within the definition of the Class of their right to exclude themselves from the proposed Class, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing. The Court further finds that the Notice constitutes due and sufficient notice to all persons entitled thereto.

11. **Settlement Administrator.** The Court approves the appointment of Stretto, Inc. to supervise and administer the notice procedure as more fully set forth below:

(a) No later than thirty days from the entry of this Order (the “Class Notice Mailing Date”), the Settlement Administrator shall cause a copy of the Class Notice, substantially in the form annexed as Exhibit 1 hereto, to be mailed by first class U.S. mail to the last known mailing address of each individual on the Class Notice List, after being updated by the Settlement Administrator using the NCOA or similar databases, or alternatively, via email if no physical address exists;

(b) No later than the Notice Mailing Date, the Receiver shall post to the Receiver’s website, the Agreement and Exhibits, including the Class Notice substantially in the form annexed as Exhibit 1 hereto, as well as this Preliminary Approval Order, applications for attorneys’ fees and class representatives’ service awards (when available), the Final Approval Order, and the operative Complaint in this Action;

(c) The Receiver shall provide counsel with written confirmation following publication via website;

(d) Following the mailing of the Class Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing;

(e) The Settlement Administrator shall otherwise carry out its duties as set forth in the Agreement; and

(f) The Class Notice List shall be treated as Confidential pursuant to Section 18 of the Settlement Agreement.

12. **Qualified Settlement Fund.** The Receiver is authorized to establish an account at a federally-insured financial institution which satisfies the requirements to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation Section 1.468B-1, promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. As set forth in the Settlement Agreement, the Receiver will administer the Settlement Fund and will be the “Administrator” of this Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Receiver shall establish the Qualified Settlement Fund in accordance with the terms of the Settlement Agreement.

13. **Submission of Claim Forms.** Settlement Class Members with allowed claims pursuant to the SEC Distribution Plan shall have a Claim in connection with the Settlement and shall be entitled to payment from the Settlement Fund as set forth in the Agreement. Class Members who did not participate in the SEC Action pursuant to the Receiver’s claims process will have the opportunity to submit a Claim. The Class Notice shall include a statement that Class Members who did not submit a Claim in the SEC Action pursuant to the SEC Claims Order may make a Claim in connection with this Settlement. The Class Notice shall state that, any such Claim

Form must be submitted by the Objection Deadline, and that except for the lapsed submission deadline, the submission of a Claim Form shall be governed by the SEC Claims Order and a resulting Claim, if allowed, shall entitle the Settlement Class Member only to proceeds of the Settlement Fund and not a general distribution from receivership funds in the SEC Action. All completed Claim Forms must be postmarked or electronically submitted to the Settlement Administrator or Receiver no later than sixty days after the Class Notice Mailing Date. Any Class Member who does not timely and validly submit a Claim shall be barred from receiving payment under the Settlement, unless otherwise ordered by the Court, but shall nevertheless be bound by any Final Judgment entered by the Court.

14. **Exclusion from the Class.** Any Class Member may, upon request, be excluded from the Class. Any such Class Member must submit a written Request to Opt Out to the Settlement Administrator at the mailing address listed in the Class Notice no later than sixty days after the Notice Mailing Date. To be valid, the Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action,” as set forth in Section 11 of the Agreement. All Class Members who submit valid, verified, and timely Requests to Opt Out in the manner set forth in this Paragraph shall have no rights under the Agreement and shall not be bound by the Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A Class Member who desires to opt out must take timely affirmative written action pursuant to this Order and the Agreement, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released

Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

15. **Copies of Requests to Opt Out.** The Settlement Administrator shall provide Class Counsel and Wells Fargo's Counsel with a list of all timely Requests to Opt Out on a rolling basis, and a final list of all timely Opt-Out Requests within seven business days after the Opt Out Deadline.

16. **Entry of Appearance.** Any member of the Class who does not exclude himself or herself from the Settlement Class may enter an appearance in the Action, at his or her own expense, individually or through counsel of his or her own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

17. **Binding Effect on Class.** All Class Members who do not exclude themselves from the Settlement Class by properly and timely submitting a Request to Opt Out shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

18. **Objections.** Any Class Member who does not timely and validly exclude himself or herself from the Settlement Class may appear and show cause, if he or she has any reason to object to the Settlement; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment to be entered thereon approving the same, or any attorney's fees and expenses to be awarded to Class Counsel or award made to the Class Representative, unless a written objection is sent to the Clerk of Court at the mailing address listed in the Class Notice no later than sixty days after the Notice Mailing Date. The written objection must also be mailed to Class Counsel and Defense Counsel no later than sixty days after the Notice Mailing Date. To be valid, the written

objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; (d) a statement of whether he/she intends to appear at the Class Final Approval Hearing, either with or without counsel; (e) the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement or the fee application; and (f) the identity of all counsel representing the objector who will appear at the Class Final Approval Hearing.

Within seven (7) business days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above requirements. The Court shall have the ultimate determination of whether an Objection has been appropriately made. Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the Settlement, unless otherwise ordered by the Court.

19. **Appearance of Objectors at Final Approval Hearing.** Any Settlement Class Member who files and serves a written objection in accordance with Paragraph 18 of this Order may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objector files with the Clerk of Court a notice of intention to appear at the Final Approval Hearing and serves the same on all counsel designated in the Class Notice by the Objection Deadline (“Notice of Intention to Appear”). The Notice of Intention to Appear must include copies

of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

20. **Service of Motion for Final Approval.** The motion in support of final approval of the Settlement shall be filed and served within thirty days of the Class Notice Mailing Date, and prior to the Final Approval Hearing.

21. **Fees, Expenses, and Awards.** Class Counsel's application for Attorneys' Fees and Expenses shall be filed within thirty days of the Class Notice Mailing Date, and prior to the Final Approval Hearing. Neither Defendants nor the Releasees shall have any responsibility for any application for Attorney's Fees and Expenses submitted by Class Counsel. At or after the Final Approval Hearing, the Court shall determine whether to approve Class Counsel's request for Attorneys' Fees and Expenses and whether to approve any request for an award to the Class Representatives for their service to the Class.

22. **Releases.** If the Settlement is finally approved, the Releasers shall release the Releasees from the Released Claims.

23. **Use of Order.** Neither this Order, the fact that settlement was reached and filed, the Agreement, nor any other related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendants, the Class Representatives, or the Settlement Class Members. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this

Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating thereto in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to enforce the Agreement.

24. **Continuance of Final Approval Hearing.** The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

25. **Stay of Proceedings.** All proceedings in this Class Action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

26. **Temporary Bar for all Class Members.** Pending final determination of whether the Settlement should be approved, and upon expiration of the Opt-Out Deadline, all Class Members who do not timely and validly exclude themselves from the Settlement Class, and each of them, and anyone who purports to act on their behalf, are barred from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Agreement, including in any court or arbitration forum.

27. **Termination of Settlement.** If: (a) the Agreement is terminated as provided in Section 13 of the Agreement; or (b) any specified material term or condition of the Settlement as set forth in the Agreement is not satisfied as provided in Section 13 of the Agreement, then this

Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, *nunc pro tunc* (except Paragraph 23 of this Order shall remain in effect), and each party shall be restored to his, her, or its respective position in this Action as its existed prior to the execution of the Agreement.

28. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this Class Action.

29. **Authority.** The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Agreement.

30. **Jurisdiction.** The Court retains exclusive jurisdiction over the Class Action to consider all further matters arising out of or connected with the Agreement and the Settlement.

IT IS SO ORDERED.

BY THE COURT:

Hon. Gloria M. Navarro

Exhibit 3

Bar Order Notice

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

MATTHEW WADE BEASLEY *et al.*,

Defendants.

Case No. 2:22-cv-00612-CDS-EJY

**NOTICE OF SETTLEMENT WITH WELLS FARGO BANK, N.A.
AND RIGHT OF EXCLUSION FROM BAR ORDER**

PLEASE TAKE NOTICE that a proposed settlement (the “Settlement”) has been reached in an agreement by and among Geoff Winkler, not individually but solely in his capacity as the court-appointed Receiver (the “Receiver”) of the Receivership Entities in this action (the “SEC Action”),¹ investors in the class action lawsuit captioned *In re J&J Investment Litigation*, Case No. 2:22-cv-00529-GMN-NJK (the “Class Action”) in the District of Nevada, and Wells Fargo Bank, N.A. (“Wells Fargo”). The Settlement requires a \$50 million payment from Wells Fargo, the net proceeds of which will be used by the Receiver to make payments to investors of J&J Consulting Services, Inc. and related entities who suffered a net, out-of-pocket loss on their investment, as alleged in the Class Action (“Class Members”).

You are receiving this Notice because you have been identified as someone who may be a non-investor creditor of the Receivership Entities, a non-Class Member investor, and/or a person or entity who was affiliated with the Receivership Entities, and whose claim(s) against Wells Fargo may be barred or enjoined upon final approval of the Settlement, through the entry of a “Bar Order.” A federal court authorized this Notice. This is not a solicitation from a lawyer.

The purpose of this Notice is to inform you of the Settlement and to inform you of your right to exclude yourself from the effect of the Bar Order or submit an objection to the Bar Order. If you do nothing and the Settlement is approved, the proceeds of the Settlement will be used to pay Class Members, thereby reducing the overall claims against the Receivership Entities. If you do not exclude yourself from the Bar Order, you will be enjoined

¹ For purposes of the Settlement, “Receivership Entities” means J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company.

from bringing any claims you may have against Wells Fargo arising out of the Receivership Entities' offering of investments in personal injury settlements (the "J&J Investment Scheme"). This Notice describes important rights you may have and the steps you must take if you wish to be excluded from the Bar Order. You should consider consulting with your attorney regarding the Settlement, the Bar Order, your choices, and this Notice. Your legal rights are affected whether you act or do not act. Please read this entire Notice carefully.

The Settlement: The following parties have reached an agreement memorializing the Settlement (the "Settlement Agreement"): (i) Geoff Winkler, not individually but solely in his capacity as the court-appointed Receiver of the Receivership Entities; (ii) Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel (the "Class Representatives"), as proposed class representatives in the Class Action; and (iii) Wells Fargo Bank, N.A. (the Receiver, the Class Representatives, and Wells Fargo may be referred to as the "Parties" or individually as a "Party.") The Settlement Agreement is subject to approval by (i) the Court overseeing the Receiver to make sure the Settlement is fair and reasonable as to the receivership estate, and (ii) the Court overseeing the Class Action to make sure the Settlement is fair and reasonable as to the Class Members.

Under the terms of the Settlement, Wells Fargo agrees to pay the total sum of fifty million dollars (\$50,000,000.00) (the "Settlement Payment"). In exchange for the Settlement Payment, (a) the Receiver agrees to release all claims he and the Receivership Entities may have against Wells Fargo that arise from or relate to the J&J Investment Scheme, and (b) all claims of the Class Members against Wells Fargo that arise from or relate to the J&J Investment Scheme will be released and barred.² The Settlement also requires entry of the Bar Order in the SEC Action that will enjoin the following persons from bringing claims against Wells Fargo arising from the J&J Investment Scheme: (1) creditors, including without limitation any non-investor creditors, lenders, or factoring companies, (2) non-class member investors, including without limitation net winning investors, and (3) persons or entities affiliated with the Receivership Entities, as set forth in the "Bar Order Notice List."

If you received this Notice, you are on the Bar Order Notice List. You have the right to exclude yourself from (or opt out of) the provisions of the Settlement. By opting out of the Bar Order, you will be excluded from the provision of the Bar Order that enjoins claims against Wells Fargo arising from the J&J Investment Scheme. If too many persons from the Bar Order Notice List opt out of the Settlement or if the Bar Order is not entered, Wells Fargo may, at its option, terminate the Settlement. In addition, you have the right to object to entry of the Bar Order. The procedures to opt out and object to the Bar Order are set forth below.

² "Releasees" is defined as "(1) Wells Fargo; (2) each of their past, present, or future subsidiaries, parent companies (including any and all of its subsidiaries and affiliates), divisions, affiliates, partners or any other organization units of any kind doing business under their names, or doing business under any other names, or any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each and all of their respective affiliates and subsidiaries, and each of their respective predecessors, successors, and assigns; and (3) each of the present and former officers, directors, partners, shareholders, agents, employees, attorneys (including any consultants hired by counsel), advisors, independent contractors, representatives, beneficial owners, insurers, accountants, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns of any person or entities in subparts (1) or (2) hereof. This definition specifically includes Wells Fargo and Company."

The Receiver has filed in the SEC Action a motion seeking preliminary approval of the Settlement, establishment of the procedure and requirements to notify persons who may be affected by the Settlement, and the scheduling of a hearing date for the Court to consider whether to approve the Settlement (the “SEC Final Approval Hearing”). The Class Representatives also have filed in the Class Action a motion seeking preliminary approval of the Settlement, establishment of the procedure and requirements to notify Class Members, and the scheduling of a hearing date for the Court to consider whether to approve the Settlement (the “Class Final Approval Hearing”). The Court in both cases has granted those requests and established the below dates and procedures.

Important Dates:

Event	Date
Deadline to Submit Request to Opt Out of the Bar Order	
Deadline to Submit Written Objection to the Bar Order	
Final Approval Hearing in SEC Action	
Final Approval Hearing in Class Action	

Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	If you agree to the Settlement and entry of the Bar Order, you do not need to do anything. If you do nothing and the Court approves the Settlement, including the Bar Order, you will be barred by court order from pursuing your own claims or lawsuit against Wells Fargo arising from the J&J Investment Scheme. If the Settlement is approved and Wells Fargo makes the Settlement Payment, it will be used to pay Class Members, thereby reducing the total claims against the Receivership Entities.
EXCLUDE YOURSELF FROM THE BAR ORDER	If you opt out of the Bar Order, you will retain your right to pursue the claims you may have against Wells Fargo (if any) arising from the J&J Investment Scheme.
SUBMIT AN OBJECTION TO THE BAR ORDER	You may object to the Bar Order and request that the Court not enter the Bar Order. If you object to the Bar Order but do not exclude

	yourself from the Bar Order, and the Court overrules your objection, you will be barred by court order from pursuing your own claims or lawsuit against Wells Fargo arising from the J&J Investment Scheme.
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The Court in the SEC Action must decide whether to approve the Settlement. The Court will consider whether the Settlement Agreement is adequate, fair, and reasonable. Distributions will only be made if the Court approves the Settlement and after objections, if any, are resolved.

COMMON QUESTIONS ABOUT THE SETTLEMENT AND BAR ORDER

1. What does the Settlement provide?

Wells Fargo has agreed to pay \$50 million under the Settlement Agreement. The Settlement Payment, less attorneys' fees and costs and the cost of administration, will be used to make distributions to Class Members.

2. How will the Settlement Payment be allocated?

The net proceeds from the Settlement Payment will be allocated among Class Members based on their claims against the Receivership Entities. Class Members with approved claims in the SEC Action, as well as Class Members who submit claims in response to the Settlement notices, will be eligible for payment from the Settlement Payment. The Receiver will make a pro rata distribution to the Class Members based on their net investment (total investment less returns or distributions). These payments to Class Members will reduce the total amount of claims against the Receivership Entities.

3. How would the Bar Order affect me?

If you do not opt out of the Bar Order, you will be barred from pursuing any claims against Wells Fargo arising from the J&J Investment Scheme. The Settlement does not affect any potential or ongoing lawsuit you may have against Wells Fargo (if any) that does not relate to the J&J Investment Scheme.

4. What does it mean to opt out (*i.e.*, exclude myself)?

If you do not want the Bar Order to affect your claims, if any, against Wells Fargo arising from the J&J Investment Scheme, you must submit a request. This is called "excluding yourself" or "opting out." By opting out, you are excluding yourself from the applicability of the Bar Order. However, there is no guarantee that any claim you may file separately against Wells Fargo will prevail. If you opt out, you may not object to the Settlement or Bar Order.

5. How do I opt out (*i.e.*, exclude myself)?

To opt out of the Settlement, you must send a written request (the "Request to Opt Out")

by mail stating that you want to be excluded from the Bar Order. Your Request to Opt Out must include the following: (a) identification of the case name for the SEC Action; (b) your name, and address; (c) your signature; and (d) a signed statement that indicates a desire to be excluded from the Bar Order, such as “I hereby request that I be excluded from the Bar Order in the SEC Action.” The Request to Opt Out must be postmarked no later than [REDACTED], and sent to:

[Settlement Administrator]

You cannot exclude yourself on the phone. You must submit the written exclusion request via mail as noted above. If you do not properly and timely submit a Request to Opt Out, it will be invalid and may be disregarded.

6. If I do not opt out, can I sue Wells Fargo for the same claim later?

No, because you will be bound by the Bar Order. If you have any pending claim or intend to assert a claim against Wells Fargo arising from the J&J Investment Scheme, you may want to consult a lawyer. Remember the deadline to submit a Request to Opt Out is [REDACTED].

7. How do I object to the Bar Order?

If you would like to tell the Court in the SEC Action that you do not agree with entry of the Bar Order, you must submit an objection. If you wish to object to the Bar Order, you must (i) file a written objection with the Court in the SEC Action by mailing to [court address] and (ii) mail it (with the requisite postmark) to the Receiver’s attorneys and Wells Fargo’s attorneys at the addresses indicated in the response to Question 12 below.

All objections must be postmarked by [REDACTED], and contain:

- a. the case name and number of the SEC Action;
- b. your name, address, and telephone number, and the same information as to your attorney, if you are represented by counsel;
- c. the basis for the objection;
- d. a statement of whether you intend to appear at the Final Approval Hearing in the SEC Action, either with or without counsel;
- e. the identity of all counsel who represent or have represented you, including any attorney who may be entitled to compensation for any reason related to the objection to the Settlement, Bar Order, or the fee application; and
- f. the identity of all counsel who will appear on your behalf at the Final Approval Hearing in the SEC Action.

Please note that if you do not submit an objection by the time and in the manner provided above, you will be deemed to have waived the right to object (including any right to appeal) to the Bar Order. You do not need to appear at the Final Approval Hearing or take any other action to indicate your objection or approval.

8. When and where will the Court decide whether to approve the Settlement and enter the Bar Order?

The Court in the SEC Action will hold a hearing to decide whether to approve the Settlement, enter the Final Approval Order, and enter the Bar Order. The Court will hold the Final Approval Hearing on the Settlement at [REDACTED], on [REDACTED], in Courtroom [REDACTED] of the United States District Court for the District of Nevada, Las Vegas Division, 333 Las Vegas Boulevard South, Las Vegas, NV 89101. At the hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable, as well as any objections to the Settlement, and consider whether the enter the Bar Order.

9. Do I need to go to the Final Approval Hearing?

No. If you submit an objection, you do not have to go to the Court to talk about it. As long as your written objection is received on time, the Court will consider it. If you timely and properly submit a Request to Opt Out, you do not need to confirm that with the Court either.

10. How can my counsel or I appear at the Final Approval Hearing in the SEC Action?

If you wish to make an appearance at the Final Approval Hearing, either on your own or through an attorney, you must make a request to do so, and it is subject to Court approval. To appear, you must file with the Clerk of the Court in the SEC Action a “Notice of Intention to Appear” and serve that notice on the Receiver’s attorneys and Wells Fargo’s attorneys at the addresses indicated in the response to Question 12 below. Your or your attorney’s Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you will present to the Court. Your Notice of Intention to Appear must also be filed and served by [REDACTED].

11. How do I get more information about the Settlement and Bar Order?

This Notice does not provide all the details of the Settlement and the Bar Order. For further information, you can obtain copies of the Settlement Agreement, the proposed Bar Order, the motions seeking approval of the Settlement, and other supporting papers from the Receiver’s website (<https://jjconsulting-receivership.com/>). Copies of these documents may also be requested by e-mail, by sending the request to [REDACTED]; or by telephone, by calling [REDACTED].

12. What is the contact information for the Receiver’s Counsel and Wells Fargo’s Counsel for purposes of the Settlement?

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Marcelo Diaz-Cortes, Esq.

Jarrod L. Rickard, Esq.
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Exhibit 4

SEC Preliminary Approval Order

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

MATTHEW WADE BEASLEY; BEASLEY
LAW GROUP PC; JEFFREY J. JUDD;
CHRISTOPHER R. HUMPHRIES; J&J
CONSULTING SERVICES, INC., an Alaska
Corporation; J&J CONSULTING SERVICE,
INC., a Nevada Corporation; J AND J
PURCHASING LLC; SHANE M. JAGER;
JASON M. JONGEWARD; DENNY
SEYBERT; and ROLAND TANNER;

Defendants.

THE JUDD IRREVOCABLE TRUST; PAJ
CONSULTING INC; BJ HOLDINGS LLC;
STIRLING CONSULTING, L.L.C.; CJ
INVESTMENTS, LLC; JL2 INVESTMENTS,
LLC; ROCKING HORSE PROPERTIES, LLC
TRIPLE THREAT BASKETBALL, LLC;
ACAC LLC; ANTHONY MICHAEL
ALBERTO, JR.; and MONTY CREW LLC;

Relief Defendants.

Case No.: 2:22-cv-00612-CDS-EJY

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT,
BAR ORDER, AND PROVIDING FOR NOTICE**

WHEREAS, the above-captioned matter is pending before this Court;

WHEREAS, on or about June 3, 2022, and as amended on or about July 28, 2022, Geoff Winkler (the “Receiver”) was appointed in this action as Receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company relating to the Ponzi scheme perpetrated by Jeffrey Judd and Matthew Beasley (Dkt. Nos. 88, 207);

WHEREAS, the case captioned *Geoff Winkler, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company v. Wells Fargo Bank, N.A.*, Case No. 2:23-cv-00703 was filed on or about May 4, 2023 and is pending in the United States District Court for the District of Nevada (the “Receiver Action”);

WHEREAS, the Receiver has moved for an order approving settlement of the Receiver Action , in accordance with the Settlement Agreement and Release dated _____, 2026 (the “Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Receiver Action and for dismissal of the Receiver Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Agreement and the exhibits Annexed thereto;

WHEREAS, all defined terms herein have the same meanings as set forth in the Agreement;

WHEREAS, the Court has reviewed the Receiver’s Motion for Preliminary Approval and supporting brief requesting that this Court: (1) preliminarily approve the parties’ proposed settlement; (2) preliminarily approve the Bar Order; (3) appoint _____ as the Settlement Administrator; (4) set the deadlines for written exclusion or objections to the Bar Order; (5) approve the form of Bar Order Notice to be sent to the Bar Order Notice List; and (6) schedule a hearing on the final approval of the Agreement for _____, 2026.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Nature of the Action.** The Receiver alleges that Defendant Wells Fargo Bank, N.A., (“Wells Fargo” or “Defendant”) (1) aided and abetted breach of fiduciary duty; (2) aided and abetted fraud; and (3) aided and abetted conversion; and (5) violated of the Nevada Uniform

Fiduciaries Act arising out of the alleged Ponzi scheme perpetrated by Judd and Beasley. Defendants dispute and deny all of Plaintiff's claims.

2. **Settlement.** The Receiver has negotiated a potential settlement of the Receiver Action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Agreement) against Defendant and the Releasees. The Agreement is contingent on the issuance of a Bar Order, and Wells Fargo has the option to terminate the Settlement pursuant to the terms set forth in the confidential side agreement referenced in Section 13 of the Agreement.

3. **Review.** At the preliminary approval stage, the Court's task is to evaluate whether the settlement is fair, adequate, and reasonable for purposes of Receivership recovery.

The Court has carefully reviewed the Agreement, including the proposed Bar Order, as well as the files, records, and proceedings to date in the Receiver Action. The terms and conditions in the Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized items in this Order shall have the meanings attributed to them in the Agreement.

4. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Receiver Action and over all parties to the Receiver Action and this Action, including all of those on the Bar Order Notice List, and venue in this Court is proper.

5. **Preliminary Settlement Approval.** Based on the review the Court has conducted, as set forth in paragraph 3, the Court does hereby preliminarily approve the Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement as set forth in the Agreement falls within the range of reasonableness and was the

product of informed, good-faith, arms'-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval. The Court finds and concludes that the assistance of experienced mediator Robert Meyer, Esq. in the settlement process supports the finding that the Settlement is non-collusive.

6. **Approval of Bar Order.** Pursuant to due process, Court conditionally approves the Bar Order, which is an order enjoining (1) creditors, (2) non-class member investors, and (3) persons or entities affiliated with the Receivership Entities from bringing any further claims against Wells Fargo arising out of the J&J Investment Scheme, for settlement purposes only, (and for no purposes and with no other effect upon the Receiver Action or this Action, including no effect upon the Receiver Action should the Agreement not receive Final Approval or should the Effective Date not occur). The Bar Order includes the persons and entities on the Bar Order Notice List and does not include any individual who validly opts out of the Bar Order pursuant to the procedures set forth herein.

7. **Final Approval Hearing.** A hearing (the "SEC Final Approval Hearing") shall be held before this Court on _____, 202__, at _____ .m., at the United States District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, Nevada 89101 to determine, among other things: (i) whether the proposed Settlement of the Receiver Action on the terms and conditions set forth in the Agreement is fair, reasonable, and adequate and should be approved by the Court; (ii) whether a Judgment as provided in Paragraph 1.34 of the Agreement should be entered; (iii) whether member of the Bar Order Notice List should be bound by the Release set forth in the Agreement; (iv) to consider any objections to the Bar Order by members of the Bar Order Notice List; and (vi) to rule upon such other matters as the Court may

deem appropriate. The Parties shall include the date of the Final Approval Hearing in the Bar Order Notice to be mailed to those on the Bar Order Notice List.

8. **Bar Order Notice.** The Court approves the form, substance, and requirements of the Bar Order Notice (the “Notice”) annexed hereto as **Exhibit 1**. The Court further finds that the form, content, and distribution of the Notice, substantially in the manner and form set forth in Paragraph 8 of this Order, meets the requirements of due process. The Bar Order Notice fairly, plainly, accurately, and reasonably informs members of the Bar Order Notice List of appropriate information about: (1) the nature of this action and the essential terms of the Settlement, including the plan of allocation for the monetary and other relief, and includes the address for a website maintained by the Receiver that has links to the notice, motions for approval and for attorney’s fees, claim form, and any other important documents in this case; (2) this Court’s procedures for final approval of the Settlement; (3) how to Opt-Out or Object to the Bar Order; (4) how to obtain additional information regarding the Receiver Action and the Settlement; and (5) the date of the SEC Final Approval Hearing.

The Court further finds and concludes that the proposed plan for distributing the Bar Order Notice likewise is a reasonable method calculated to reach all individuals who would be bound by the Bar Order. Under this plan, prior to distributing the Bar Order Notice and after receiving a Bar Order Notice List from the Receiver, the Settlement Administrator will update addresses through the NCOA or similar databases. After the Settlement Administrator updates the Bar Order Notice List addresses, the Notice will be sent out via first-class mail to the members of the Bar Order Notice. No later than the mailing of the Notice, the Notice will be posted to the Settlement Website. There is no additional method of distribution that is cost-effective and would be reasonably likely

to notify members of the Bar Order Notice List who may not receive notice under this proposed distribution plan.

The Court hereby concludes that the proposed Bar Order Notice and Notice plan are the best practicable under the circumstances and are reasonably calculated, under all the circumstances, to apprise members of the Bar Order Notice List of the pendency of the Receiver Action, to apprise persons who would otherwise fall within the definition of the Bar Order of their right to exclude themselves from the proposed Bar Order, and to apprise members of the Bar Order Notice List of their right to object to the proposed Bar Order and their right to appear at the SEC Final Approval Hearing. The Court further finds that the Notice constitutes due and sufficient notice to all persons entitled thereto.

9. **Settlement Administrator.** The Court approves the appointment of Stretto, Inc. to supervise and administer the notice procedure as more fully set forth below:

- a) No later than thirty days from the entry of this Order (the “Bar Order Notice Mailing Date”) and the Class Notice Mailing Date in the Class Action (whichever is later), the Settlement Administrator shall cause a copy of the Bar Order Notice, substantially in the form annexed as Exhibit 1 hereto, to be mailed by first class U.S. mail to the last known mailing address of each individual on the Bar Order Notice List, after being updated by the Settlement Administrator using the NCOA or similar databases;
- b) No later than the Bar Order Notice Mailing Date, the Receiver shall update his receivership website (<https://jjconsulting-receivership.com/>) to contain the Agreement and Exhibits, including the Bar Order Notice substantially in the form annexed as Exhibit 1 hereto, as well as this SEC Preliminary Approval Order, the SEC Final Approval Order, the operative Complaint in the Receiver Action, and the Motion for Preliminary Approval in this Action;

- c) The Receiver shall provide counsel with written confirmation following publication via website;
- d) Following the mailing of the Bar Order Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing;
- e) The Settlement Administrator shall otherwise carry out its duties as set forth in the Agreement; and
- f) The Bar Order Notice List shall be treated as Confidential pursuant to Section 18 of the Settlement Agreement.

10. **Qualified Settlement Fund.** The Receiver is authorized to establish an account at a federally-insured financial institution which satisfies the requirements to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation Section 1.468B-1, promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. As set forth in the Settlement Agreement, the Settlement Administrator will administer the Settlement Fund and will be the “Administrator” of this Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Receiver shall establish or maintain a Qualified Settlement Fund in accordance with the terms of the Settlement Agreement.

11. **Exclusion from the Bar Order.** Any member of the Bar Order Notice List may, upon request, be excluded from the Bar Order. Any such member of the Bar Order Notice List must submit a written Request to Opt Out to the Settlement Administrator at the mailing address listed in the Bar Order Notice no later than sixty days after the Bar Order Notice Mailing Date. To be valid, the Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Bar Order, such as “I

hereby request that I be excluded from the proposed Bar Order in the SEC Action,” as set forth in Section 11 of the Agreement. All members of the Bar Order Notice List who submit valid, verified, and timely Requests to Opt Out in the manner set forth in this Paragraph shall have no rights under the Agreement and shall not be bound by the Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A member of the Bar Order Notice List who desires to opt out must make timely affirmative written action pursuant to this Order and the Agreement, even if the person desiring to opt out of the Bar Order (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

12. **Copies of Requests to Opt Out.** The Settlement Administrator shall provide Receiver Counsel and Wells Fargo’s Counsel with a list of all timely Requests to Opt Out on a rolling basis and within seven business days after the Opt Out Deadline.

13. **Entry of Appearance.** Any member of the Bar Order Notice List who does not exclude himself or herself from the Bar Order may enter an appearance in the Action, at his or her own expense, individually or through counsel of his or her own choice.

14. **Binding Effect.** All Members of the Bar Order Notice List who do not exclude themselves from the Bar Order by properly and timely submitting a Request to Opt Out shall be bound by the Bar Order.

15. **Objections.** Any member of the Bar Order Notice List who does not timely and validly exclude himself or herself from the Bar Order may appear and show cause, if he or she has any reason to object to the Bar Order; provided, however, that no member of the Bar Order Notice List shall be heard or entitled to contest the approval of the terms and conditions of the proposed Bar Order, or, if approved, the Final Judgment to be entered thereon approving the same, unless a

written objection is sent to the Clerk of Court at the mailing address listed in the Bar Order Notice no later than sixty days after the Bar Order Notice Mailing Date. The written objection must also be mailed to Receiver Counsel and Defense Counsel no later than sixty days after the Bar Order Notice Mailing Date. To be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the member of the Bar Order Notice List objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the SEC Final Approval Hearing, either with or without counsel; (e) the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement or the fee application; and (f) the identity of all counsel representing the objector who will appear at the SEC Final Approval Hearing.

Within seven (7) business days of the Bar Order Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made. Any member of the Bar Order Notice List who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Bar Order at the SEC Final Approval Hearing, and shall be foreclosed from making any objection to the Bar Order, unless otherwise ordered by the Court.

16. **Appearance of Objectors at Final Approval Hearing.** Any member of the Bar Order Notice List who files and serves a written objection in accordance with Paragraph 14 of this Order may appear, in person or by counsel, at the SEC Final Approval Hearing held by the Court, to show cause why the proposed Bar Order should not be approved as fair, adequate, and

reasonable, but only if the objector files with the Clerk of Court a notice of intention to appear at the Final Approval Hearing and serves the same on all counsel designated in the Bar Order Notice by the Objection Deadline (“Notice of Intention to Appear”). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting member of the Bar Order Notice List will present to the Court in connection with the SEC Final Approval Hearing. Any member of the Bar Order Notice List who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Bar Order Notice shall not be entitled to appear at the SEC Final Approval Hearing and raise any objections.

17. **Service of Motion for Final Approval.** The motion in support of final approval of the Settlement shall be filed and served no later than fourteen days prior to the SEC Final Approval Hearing.

18. **Releases.** If the Bar Order is finally approved, the Releasers and members of the Bar Order Notice List shall release the Releasees from the Released Claims.

19. **Use of Order.** Neither this Order, the fact that settlement was reached and filed, the Agreement, nor any other related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendants, the Class Representatives, or the Settlement Class Members. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to in any way be used, offered, admitted, or referred to in the Receiver Action, in any other action, or in any judicial, administrative, regulatory,

arbitration, or other proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to enforce the Agreement.

20. **Continuance of SEC Final Approval Hearing.** The Court reserves the right to continue the date of the SEC Final Approval Hearing without further notice to the members of the Bar Order Notice List, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement and Bar Order. The Court may approve the Settlement and Bar Order with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the members of the Bar Order Notice List.

21. **Stay of Proceedings.** All proceedings in the Receiver Action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

22. **Temporary Bar for those on the Bar Order Notice List.** Pending final determination of whether the Bar Order should be approved, and upon expiration of the Opt-Out Deadline, all members of the Bar Order Notice List who do not timely and validly exclude themselves from the Bar Order, and each of them, and anyone who purports to act on their behalf, are barred from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Agreement, including in any court or arbitration forum.

23. **Termination of Settlement.** If: (a) the Agreement is terminated as provided in Section 13 of the Agreement; or (b) any specified material term or condition of the Settlement as set forth in the Agreement is not satisfied as provided in Section 13 of the Agreement, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, *nunc pro tunc* (except Paragraph 19 of this Order shall

remain in effect), and each party shall be restored to his, her, or its respective position in this Action as its existed prior to the execution of the Agreement.

24. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of the Receiver Action.

25. **Authority.** The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Agreement.

26. **Jurisdiction.** The Court retains exclusive jurisdiction over the Receiver Action to consider all further matters arising out of or connected with the Agreement, the Settlement, and the Bar Order.

IT IS SO ORDERED.

BY THE COURT:

Hon. Cristina D. Silva

Exhibit 5

Class Final Approval Order

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

In re J&J Investment Litigation

Case No.: 2:22-cv-00529-GMN-NJK

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to the Order of this Court dated _____, 202_, on the application of the Parties for approval of the Settlement as set forth in the Settlement Agreement and Release dated _____, 2026 (the “Agreement”). On _____, 2026, this Court granted preliminary approval to the proposed class action settlement set forth in the Agreement between (i) Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel, individually and as Class Representatives on behalf of the Settlement Class (the “Class Representatives”), (ii) Geoff Winkler, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company; (the “Receiver”) and (3) Defendant Wells Fargo Bank, N.A. (“Defendant”) and collectively, (the “Parties”). This Court also provisionally certified the Class for settlement purposes, approved the procedure for giving Class Notice to members of the Class, and set a Final Approval Hearing to take place on _____, 2026. The Court finds that

due and adequate notice was given to the Settlement Class as required in the Court's Order Preliminarily Approving Settlement and Providing for Class Notice.

The Court has reviewed the papers filed in support of the Motion for Final Approval, including the Settlement Agreement and exhibits thereto, memoranda, and arguments submitted on behalf of the Settlement Class, and supporting affidavits.

On _____, 202____, this Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Settlement Class Members' Released Claims on the merits and with prejudice; (3) whether and in what amount to award attorneys' fees and expenses to Class Counsel; and (4) any award to the Class Representative for his representation of the Class.

Based on the papers filed with the Court and the presentations made to the Court by the Parties and by other interested persons at the Final Approval Hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Class Action and over the Parties, the Class, and the claims asserted in this Class Action, and venue in this Court is proper.

3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.

4. **Settlement Class.** Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the settlement of this Class Action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement, in the best interests of the Settlement Class, in light of the factual, legal, practical and procedural considerations raised by this case, with the Settlement Class comprised of:

All natural and legal persons who invested in a J&J Entity lawsuit settlement contract between January 2017 and March 2022 and who incurred a loss of their principle investment (in whole or in part) as determined by the Receiver pursuant to his court-appointed duties and as identified in the Receiver's official records submitted to the Court in the SEC Action. Excluded from the class are Wells Fargo and the Relevant Non-Parties as defined in the Class Action Complaint; their parents, affiliates, subsidiaries, legal representatives, predecessors, successors, assigns, and employees; and any judge to whom the Class Action or Receiver Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons.

The Class does not include any individual who validly opts out of the Settlement pursuant to the procedures set forth herein.

Having considered the Parties' briefing and hearings before the Court, the Court finds, for settlement purposes only, that class certification under Federal Rule of Civil Procedure 23(a) and (b)(3) is appropriate in that, in the settlement context: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual question; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative will fairly and adequately represent and protect the interests of the Class Members because their interests are co-extensive with those of the Class Members, and they

have retained experienced counsel to represent them and the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. **Designation of Class Representatives and Class Counsel.** The Court confirms the prior appointments of Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel as the Class Representatives for the Class and the counsel of record representing the Class Representatives in the Class Action as Class Counsel.

6. **Settlement Approval.** Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Parties. The Court further finds that the Settlement set forth in the Agreement is the result of a good faith arm's-length negotiation between experienced counsel representing the interests of the Parties, with the assistance of Robert Meyer, Esq. through mediation. Accordingly, the Settlement embodied in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the parties are hereby directed to perform its terms. The terms and conditions of the Settlement Agreement are fully incorporated as through fully set forth in this Order.

7. **Settlement Fund and Distribution.** A Settlement Fund has been created consisting of the \$50,000,000 Settlement Amount. The Settlement Fund shall be used to pay Settlement Class Members, Incentive Payments to the Class Representatives, Settlement Administrator's costs associated with administration of the settlement, and Attorneys' Fees and Expenses incurred by the Settlement Class through Class Counsel as set forth herein and in the Settlement Agreement. Following Wells Fargo's payment to the Settlement Fund and such potential amounts as described in this Paragraph, Wells Fargo shall have no responsibility, financial obligation or liability with respect to the Settlement Fund, the notice process, the

distributions to Settlement Class Members, the request and award of Attorneys' Fees and Expenses, or any other aspect of implementing the Settlement Agreement.

8. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of all Settlement Class Members, and the Released Claims in the Class Action are hereby dismissed in their entirety with prejudice and without costs consistent with the terms of the Class Action Settlement Agreement and Release. All claims in the Class Action are dismissed, and the case shall be closed pursuant to Paragraph 24 of this Order. Nothing herein is intended to waive or prejudice the rights of any Class Members who have timely excluded themselves from the Class. This matter will remain open solely to ensure an orderly administration process.

9. **Releases.** The releases as set forth in Section 10 of the Agreement together with the definitions relating thereto in Paragraphs 1.45, 1.46, 1.47, and 1.62 are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in Section 10 of the Agreement, including but not limited to the definitions of Released Claims, Releasers, Releasees, and Unknown Claims. The Releasers shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims against the Releasees.

10. **Permanent Bar.** Consistent with the terms of the Class Action Settlement Agreement and Release, the Releasers, including the Class Representatives and all Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims. The Releasers further are forever barred from organizing the Settlement Class Members, or soliciting the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class

Member but who have requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims).

11. **Permanent Injunction Regarding Releases.** The terms of the Settlement Agreement and of this Order shall be forever binding on the Class Releasers and Defendants, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve the Released Claims.

12. **Approval of Class Notice.** Upon the Affidavits of _____ of Stretto, Inc., the Settlement Administrator, and Geoff Winkler, as Receiver, the Court finds that the form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

13. **Attorneys' Fees and Expenses.** Plaintiffs, Class Counsel, and Receiver Counsel have moved for an award of attorneys' fees, costs, and expenses in the amount of \$ _____. The Court finds that an award of \$ _____ in attorneys' fees and \$ _____ for reimbursement of expenses is fair and reasonable, and the Court approves of

Class Counsel's attorney's fees and expenses in this amount. The Court directs the Settlement Administrator to disburse these funds as provided in the Settlement Agreement.

14. **Class Representatives Service Awards.** The Court further finds that service awards for the Class Representatives in the amount of \$ _____ each is fair and reasonable, and the Court approves of the service award in this amount. The Court directs the Settlement Administrator to disburse this award to the Class Representatives as provided in the Settlement Agreement.

15. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendant, the Class Representative, or the Settlement Class Members. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Agreement.

16. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, the Court hereby specifically retains exclusive jurisdiction over the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order entered in this Action.

17. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to Section 13 of the Agreement, the Parties shall be restored to their respective positions in the Action prior to the execution of the Agreement, the certification of the Settlement Class shall be automatically vacated, and this Judgment shall be rendered null and void (except Paragraph 15 of this Order shall remain in effect) to the extent provided by and in accordance with the Agreement and shall be vacated and, in any such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

18. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

19. **Claim Review and Deficiency Process.** The Settlement Administrator and Receiver shall validate each Claim as directed in Section 5 of the Agreement. Full compliance with the requirements of the terms of the Agreement and the Claim Form shall be necessary for the submission of a claim entitled to distribution. The Settlement Administrator and Receiver shall have the authority to determine whether the submission of a Claim Form is complete and timely. The Settlement Administrator's and Receiver's determinations in this regard shall be final and non-appealable. Any Settlement Class Member whose claim is rejected shall be barred from receiving payment under the Settlement for that claim but shall in all other respects be bound by the terms of the Agreement and by this Order.

20. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

21. **Class Notice List.** Within 30 days after the Effective Date, the Receiver, with the assistance of the Settlement Administrator, shall file with this Court, *ex parte* and under seal (in order to protect the names, addresses and other personal information of Class Members), a list of

the names and addresses of all Members of the Class to whom Notice was sent, along with a list of all Class Members who excluded themselves from the Settlement pursuant to the opt-out provisions provided herein.

22. **Final Accounting.** The Settlement Administrator or Receiver will provide to Class Counsel, and Class Counsel will file with the Court, a final accounting within 150 days after the Distribution Date as defined in the Agreement. The final accounting will include a summary of all distributions from the Settlement Fund.

23. **Class Action Fairness Act (“CAFA”) Notice.** The Settlement Administrator has served the CAFA Notice of Proposed Settlement and Defendants have complied in all respects with their obligations under 28 U.S.C. § 1715.

24. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

25. **Action Closed.** All claims against the Defendant are hereby dismissed with prejudice. This case shall remain open for administrative matters only. The District Court Clerk is hereby directed to close the Action.

IT IS SO ORDERED.

BY THE COURT:

Hon. Gloria M. Navarro

Exhibit 6

SEC Final Approval Order

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

MATTHEW WADE BEASLEY; BEASLEY
LAW GROUP PC; JEFFREY J. JUDD;
CHRISTOPHER R. HUMPHRIES; J&J
CONSULTING SERVICES, INC., an Alaska
Corporation; J&J CONSULTING SERVICE,
INC., a Nevada Corporation; J AND J
PURCHASING LLC; SHANE M. JAGER;
JASON M. JONGEWARD; DENNY
SEYBERT; and ROLAND TANNER;

Defendants.

THE JUDD IRREVOCABLE TRUST; PAJ
CONSULTING INC; BJ HOLDINGS LLC;
STIRLING CONSULTING, L.L.C.; CJ
INVESTMENTS, LLC; JL2 INVESTMENTS,
LLC; ROCKING HORSE PROPERTIES, LLC
TRIPLE THREAT BASKETBALL, LLC;
ACAC LLC; ANTHONY MICHAEL
ALBERTO, JR.; and MONTY CREW LLC;

Relief Defendants.

Case No.: 2:22-cv-00612-CDS-EJY

**[PROPOSED] FINAL JUDGMENT, BAR ORDER AND
ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to the Order of this Court dated _____, 2026, on the application of the Parties for approval of the Settlement and Bar Order as set forth in the Settlement Agreement and Release dated _____, 2026 (the “Agreement”). On _____, 2026, this Court granted preliminary approval to the proposed settlement set forth in the Agreement between (i) Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel, individually and as Class Representatives on behalf of the Settlement Class (the “Class

Representatives”), (ii) Geoff Winkler, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada Corporation; and J and J Purchasing LLC, a Florida limited liability company; (the “Receiver”) and (3) Defendant Wells Fargo Bank, N.A. (“Defendant”) and collectively, (the “Parties”). This Court also provisionally approved the Settlement, approved the procedure for giving Bar Order Notice to those on the Bar Order Notice List, and set an SEC Final Approval Hearing to take place on _____, 2026. The Court finds that due and adequate notice was given to those on the Bar Order Notice list as required in the Court’s Order Preliminarily Approving Settlement and Providing for Bar Order Notice.

The Court has reviewed the papers filed in support of the Motion for Final Approval, including the Settlement Agreement and exhibits thereto, memoranda, and arguments submitted on behalf of the Receiver, and supporting affidavits.

On _____, 202____, this Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Receiver’s Released Claims on the merits and with prejudice; (3) whether the Bar Order should be entered.

Based on the papers filed with the Court and the presentations made to the Court by the Parties and by other interested persons at the Final Approval Hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Receivership, and the Bar Order should be entered.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Receiver Action and over the Parties, and the claims asserted in this Receiver Action, and venue in this Court is proper.

3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.

4. **Bar Order.** The Court approves the Bar Order in accordance with due process. The Bar Order permanently enjoins (1) creditors, including without limitation any non-investor creditors, lenders, or factoring companies, (2) non-class member investors, including without limitation net winning investors, and (3) persons or entities affiliated with the Receivership Entities, as set forth on the Bar Order Notice List, from bringing any claims against Wells Fargo arising out of the J&J Investment Scheme. The Bar Order does not include any individual who validly opted out of the Bar Order pursuant to the procedures set forth in the SEC Preliminary Approval Order.

5. **Settlement Approval.** This Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, reasonable, and adequate as to the Receivership. The Court further finds that the Settlement set forth in the Agreement is the result of a good faith arm's-length negotiation between experienced counsel representing the interests of the Parties, with the assistance of Robert Meyer, Esq. through mediation. Accordingly, the Settlement embodied in the Agreement is hereby finally approved in all respects, there is no just reason for delay, and the parties are hereby directed to perform its terms. The terms and conditions of the Settlement Agreement are fully incorporated as through fully set forth in this Order.

6. **Settlement Fund and Distribution.** A Settlement Fund has been created consisting of the \$50,000,000 Settlement Amount. Following Wells Fargo's payment to the Settlement Fund, Wells Fargo shall have no responsibility, financial obligation or liability with

respect to the Settlement Fund, the Bar Order Notice process, the distributions from the Settlement Fund, or any other aspect of implementing the Settlement Agreement.

7. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of the Receiver, on his own behalf and on behalf of the Receivership Entities, and each of their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them in the Receiver Action are hereby dismissed in their entirety with prejudice and without costs consistent with the terms of the Settlement Agreement and Release. All claims in the Receiver Action are dismissed, and the Receiver shall ensure that the Receiver Action be dismissed and closed. Nothing herein is intended to waive or prejudice the rights of any members of the Bar Order Notice List who have timely excluded themselves from the Class. This Final Judgment shall be filed in the Receiver Action within five days of this Order.

8. **Releases.** The releases as set forth in Section 10 of the Agreement together with the definitions relating thereto in Paragraphs 1.45, 1.46, 1.47, and 1.62 are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in Section 10 of the Agreement, including but not limited to the definitions of Released Claims, Releasors, Releasees, and Unknown Claims. The Releasors shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims against the Releasees.

9. **Permanent Bar.** Consistent with the terms of the Settlement Agreement and Release, the Releasors, including the Receiver, on behalf of the Receivership Entities, all members of the Bar Order Notice List, and anyone claiming through or on behalf of any of them, are forever barred from filing, commencing, prosecuting, intervening in, or participating in (as class members

or otherwise) any action in any jurisdiction for the Released Claims. The Releasers further are forever barred from organizing the Releasers, or soliciting the participation of Releasers, or persons who would otherwise fall within the definition of Releasers but who have requested to be excluded, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint or counterclaim to include class allegations, or seeking class certification in a pending action in any jurisdiction based on or relating to any of the Released Claims).

10. **Permanent Injunction Regarding Releases.** The terms of the Settlement Agreement and of this Order shall be forever binding on the Releasers, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve the Released Claims.

11. **Approval of Bar Order Notice.** Upon the Affidavits of _____ of Stretto, Inc. the Settlement Administrator, and Geoff Winkler, as Receiver, the Court finds that the form and means of disseminating the Bar Order Notice as provided for in the Order Preliminarily Approving Settlement, Bar Order, and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all members of the Bar Order Notice List who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

12. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability

or wrongdoing whatsoever or breach of any duty on the part of Defendants, the Receiver, or the Receivership Entities. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Receiver Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Receiver Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Agreement.

13. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, the Court hereby specifically retains exclusive jurisdiction over the administration, consummation, enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order entered in the Receiver Action.

14. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Agreement, or the Agreement is terminated pursuant to Section 13 of the Agreement, the Parties shall be restored to their respective positions in the Action prior to the execution of the Agreement, and this Judgment shall be rendered null and void (except Paragraph 12 of this Order shall remain in effect) to the extent provided by and in accordance with the Agreement and shall be vacated and, in any such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.

15. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

16. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

17. **Bar Order Notice List.** Within 30 days after the Effective Date, the Receiver, with the assistance of the Settlement Administrator, shall file with this Court, *ex parte* and under seal (in order to protect the names, addresses and other personal information of member of the Bar Order Notice List), a list of the names and addresses of all members of the Bar Order Notice List to whom Bar Order Notice was sent, along with a list of all members of the Bar Order Notice List who excluded themselves from the Settlement pursuant to the opt-out provisions provided herein.

18. **Final Accounting.** The Settlement Administrator will provide to the Receiver, and Receiver will file with the Court, a final accounting within 150 days after the Distribution Date. The final accounting will include a summary of all distributions from the Settlement Fund.

19. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

IT IS SO ORDERED.

BY THE COURT:

Hon. Cristina D. Silva

CERTIFICATE *of* SIGNATURE

REF. NUMBER
E9Z83-S8MQC-3PD2K-QVJPE

DOCUMENT COMPLETED BY ALL PARTIES ON
21 APR 2026 21:05:22
UTC

SIGNER

TIMESTAMP

SIGNATURE

JOSHUA LUEKENGA

EMAIL
LUKEAUD@GMAIL.COM

SHARED VIA
LINK

SENT
10 APR 2026 21:52:37

VIEWED
11 APR 2026 02:47:24

SIGNED
11 APR 2026 02:49:35



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LOCATION
HERRIMAN, UNITED STATES

BARRETT HENZEL

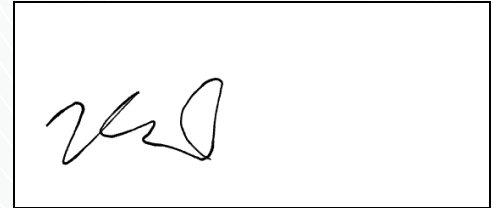
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BMATHMAN@GMAIL.COM

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IP ADDRESS
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LOCATION
LAS VEGAS, UNITED STATES



CERTIFICATE *of* SIGNATURE

REF. NUMBER
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DOCUMENT COMPLETED BY ALL PARTIES ON
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UTC

SIGNER

TIMESTAMP

SIGNATURE

RODNEY MICHAELIS

EMAIL
RMICHAELIS@PROLANDLLC.COM

SHARED VIA
LINK

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IP ADDRESS
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LOCATION
SEATTLE, UNITED STATES

ALLAN CARSO

EMAIL
ACARSO@COX.NET

SHARED VIA
LINK

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IP ADDRESS
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LOCATION
LAS VEGAS, UNITED STATES



CERTIFICATE *of* SIGNATURE

REF. NUMBER
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SIGNER

TIMESTAMP

SIGNATURE

BRYCE KELLY

EMAIL
BRYCEK3@GMAIL.COM

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LINK

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LOCATION
SEATTLE, UNITED STATES

GARY LUNDIN

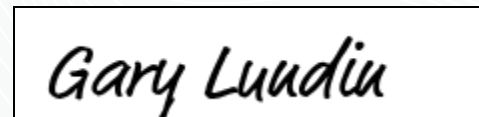
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IP ADDRESS
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LOCATION
LEHI, UNITED STATES



CERTIFICATE *of* SIGNATURE

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

In re J&J Investment Litigation

Case No.: 2:22-cv-00529-GMN-NJK

**APPENDIX OF EXHIBITS TO
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT**

Vol. II of II

(Pages 145-265)

E hibits 2-5

Judge: Hon. Gloria M. Navarro
Hon. Nancy J. Koppe

APPENDIX OF EXHIBITS**To Plaintiffs' Motion for Preliminary Approval of Proposed Class Action Settlement**

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II	2	Joint Declaration of Plaintiffs' Counsel in Support of Motion for Preliminary Approval of Settlement	145-238
II	3	Declaration of Geoff Winkler in Support of Motion for Preliminary Approval of Settlement	239-245
II	4	Declaration of Justin Hughes of Stretto, Inc. in Support of Motion for Preliminary Approval of Settlement	246-250
II	5	[Proposed] Order Granting Preliminary Approval of Class Settlement and Providing for Notice	251-265

EXHIBIT 2

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

In re J&J Investment Litigation

Case No.: 2:22-cv-00529-GMN-NJK

**JOINT DECLARATION OF PLAINTIFFS’
COUNSEL IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF PROPOSED CLASS
ACTION SETTLEMENT**

1 We, Daniel C. Girard of Girard Sharp LLP, David Stein of Gibbs Mura LLP, and Robert L.
2 Brace of Law Offices of Robert L. Brace (collectively, “Class Counsel”), and Jeffrey C. Schneider
3 of Levine Kellogg Lehman Schneider + Grossman LLP (“Receiver Counsel”), submit this Joint
4 Declaration in support of the motions for preliminary approval of Plaintiffs’ settlement (the
5 “Settlement”) with Wells Fargo Bank, N.A.

6 **I. Introduction**

7 1. Class Counsel serves as interim co-lead counsel for Plaintiffs Barrett Henzel, Allan
8 L. Carso, Gary W. Lundin, Joshua Luekenga, Brye Kelly, Craig Rodney Michaelis, and Clint and
9 Dan McDaniel (“Class Plaintiffs”) in *In re J&J Investment Litigation*, No. 2:22-cv-00529-GMN-
10 NJK (D. Nev.) (the “Class Action”).

11 2. Receiver Counsel serves as counsel for Plaintiff Geoff Winkler, as court-appointed
12 receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a
13 Nevada corporation; and J and J Purchasing LLC, Florida limited liability company, in *Winkler v.*
14 *Wells Fargo Bank, N.A.*, No. 2:23-cv-00703-GMN-NJK (D. Nev.) (the “Receiver Action”).

15 3. We submit this Joint Declaration based on our personal knowledge, information
16 obtained during the course of the Class Action and Receiver Action, and review of our firms’ files
17 related to these actions. If called as a witness, each could and would competently testify to the
18 below facts.

19 4. After years of litigation, including three mediation sessions, Class Plaintiffs and the
20 Receiver reached a settlement to resolve the Class Action and Receiver Action, both pending
21 against Wells Fargo Bank, N.A. (“Wells Fargo”). A true and correct copy of the Settlement
22 Agreement and Release is attached as Exhibit 1 to the motion for preliminary approval.¹

23 5. The Settlement, if approved by the applicable courts, will result in a \$50,000,000
24 payment for the benefit of the Settlement Class and the receivership estate.

25
26
27
28 ¹ Capitalized terms not defined herein shall have the meanings identified in the Settlement Agreement and Release.

1 **II. Litigation Efforts of Class Counsel and Receiver Counsel**

2 6. On March 25, 2022, the Class Action was commenced against Jeffrey Judd, J&J
3 Consulting Services, Inc., a Nevada corporation, J&J Consulting Services, Inc., an Alaska
4 corporation, J&J Purchasing, LLC, Matthew Beasley, and Beasley Law Group PC as *Henzel v.*
5 *Judd*. Following the commencement of the Class Action, three additional lawsuits were brought
6 arising out of the collapse of Beasley’s alleged Ponzi scheme: *Doody v. Wells Fargo Bank, N.A.*,
7 No. 2:22-cv-00631-GMN-NJK (D. Nev.); *PMM , LLC v. Wells Fargo Bank, N.A.*, No. 2:22-cv-
8 00654-GMN-NJK (D. Nev.); and *Leis v. Wells Fargo Bank, N.A.*, No. 2:22-cv-00658-GMN-
9 NJK (D. Nev.). On June 3, 2022, the parties in the four actions moved to consolidate the cases and
10 to appoint interim class counsel. The same day, the Court granted the motion and retitled the Class
11 Action *In re J&J Investment Litigation*.

12 7. On April 12, 2022, the Securities and Exchange Commission sued Beasley, Judd,
13 their affiliated entities, and other individuals associated with the alleged Ponzi scheme and, shortly
14 thereafter, obtained an order appointing the Receiver. *See SEC v. Beasley*, No. 2: 22-cv-0062-
15 CDS-EJY (D. Nev.) (the “SEC Action”).

16 8. Class Plaintiffs filed a consolidated class action complaint against Wells Fargo on
17 July 5, 2022, asserting claims for (1) violations of the Uniform Fiduciaries Act, Nev. Rev. Stat.
18 Ann. §§ 162.010, *et seq.*, (2) aiding and abetting breach of fiduciary duty, (3) aiding and abetting
19 fraud, and (4) negligence.

20 9. In August 2022, Wells Fargo moved to dismiss Class Plaintiffs’ complaint and
21 moved to stay discovery pending its motion to dismiss. The Court denied the motion to stay in
22 September 2022. The Court then largely denied Wells Fargo’s motion to dismiss in March 2023—
23 dismissing only Class Plaintiffs’ negligence claim.

24 10. The Receiver brought the Receiver Action against Wells Fargo in May 2023,
25 asserting claims for (1) aiding and abetting breach of fiduciary duty, (2) aiding and abetting fraud,
26 (3) aiding and abetting conversion, and (4) negligence. The Receiver voluntarily dismissed his
27 negligence claim.

28

1 11. In the interest of judicial economy, the Receiver, Class Plaintiffs, and Wells Fargo
2 agreed to coordinate discovery between the Class Action and the Receiver Action. Class Counsel
3 and Receive Counsel additionally coordinated their efforts to avoid duplicative labor and, where
4 appropriate and permitted, shared information relevant to Class Plaintiffs' claims and the
5 Receiver's claims.

6 12. The Parties engaged in significant, contested fact discovery. Class Plaintiffs served
7 Wells Fargo with five sets of requests for production, five sets of interrogatories, and three sets of
8 requests for admission, and the Receiver served two sets of requests for production, a set of
9 interrogatories, and a set of requests for admission. Plaintiffs' Counsel met and conferred at length
10 with Wells Fargo's counsel, and filed three motions to compel in January 2023, October 2024
11 (joined by the Receiver), and August 2025. Plaintiffs' Counsel reviewed, sorted, and tagged tens
12 of thousands of pages of documents produced by Wells Fargo, using many of these documents to
13 examine witnesses and build their case. Plaintiffs' Counsel deposed 17 current and former Wells
14 Fargo employees and Wells Fargo's Rule 30(b)(6) designee. These depositions took place from
15 Fort Lauderdale, Florida, to Bend, Oregon and New York City, New York, to Las Vegas, Nevada.

16 13. Wells Fargo served five sets of requests for production, four sets of interrogatories,
17 and a set of requests for admission on Class Plaintiffs. Class Counsel devoted significant time and
18 resources to preparing responses to these requests. Class Counsel negotiated the scope of these
19 discovery requests with Wells Fargo's counsel and opposed Wells Fargo's motion to compel
20 discovery from Class Plaintiffs, filed in June 2023. The Court largely denied Wells Fargo's
21 motion. Class Plaintiffs, in consultation with Class Counsel, produced thousands of pages of
22 documents and served responses to interrogatories. Additionally, each of the Class Plaintiffs
23 appeared for a full-day deposition.

24 14. Wells Fargo served document subpoenas on the former named plaintiffs, who were
25 not named in the Consolidated Class Action Complaint, on the Class Plaintiffs' entities, and on
26 certain investors in Beasley's scheme. Class Counsel represented these third parties for the
27 purposes of Wells Fargo's discovery requests. Class Counsel engaged in meet-and-confer efforts
28 for this third-party discovery and successfully defended Wells Fargo's motion to compel subpoena

1 responses from the former named plaintiffs, filed in February 2023. For their part, Class Counsel
2 subpoenaed former Wells Fargo employees, third-party banks, the State Bar of Nevada, and the
3 Department of Justice.

4 15. Likewise, Receiver Counsel expended significant effort to respond to Wells
5 Fargo's discovery requests. Wells Fargo served five sets of requests for production, a set of
6 interrogatories, and a set of requests for admission on the Receiver. These requests also resulted in
7 hours of meet-and-confer efforts and Wells Fargo filing a motion to compel documents from the
8 Receiver. The Receiver ultimately produced hundreds of thousands of pages of documents,
9 including all documents produced in the SEC Action, and answered interrogatories. The Receiver
10 also sat for a full-day deposition.

11 16. In addition to fact discovery, the Parties completed expert discovery. Plaintiffs'
12 Counsel retained Kenneth Simmons, a banking-industry expert; David Clark, a member of the
13 Nevada Bar and an expert in the proper use of attorney trust accounts (or IOLTAs); and John Hall,
14 the Receiver's forensic accountant, who led the forensic investigation to calculate Class Plaintiffs'
15 and the Receiver's damages. Wells Fargo, for its part, retained a banking-industry expert and a
16 forensic accounting expert. The Parties exchanged reports on October 31, 2024, and rebuttal
17 reports on December 20, 2024. Wells Fargo's experts were then deposed by Plaintiffs, and
18 Plaintiffs' experts were deposed by Wells Fargo.

19 17. After the close of fact discovery, Class Plaintiffs moved for certification in
20 February 2025. Wells Fargo then moved for summary judgment in both the Class Action and the
21 Receiver Action in April 2025. The Parties also filed five *Daubert* motions to exclude expert
22 opinions during this period.

23 18. Seven substantive motions were fully briefed and pending before the Court (with
24 accompanying motions to seal), four motions had been filed and not yet fully briefed, and
25 Plaintiffs' Counsel had begun preparing for trial when the Parties agreed to a mediation session. In
26 August 2025, the Parties requested that the Court stay the cases pending mediation. The Court
27 granted the stay and denied the Parties' motions without prejudice in light of the stay.
28

1 19. The Parties held three mediation sessions with Robert A. Meyer, Esq., of JAMS.
2 The first two sessions—held in October 2023 and February 2024—were unsuccessful. Following
3 the third mediation session, held on October 1, 2025, the parties agreed in principle to the present
4 \$50 million settlement.

5 20. After the Parties reached agreement in principle, they negotiated the settlement
6 agreement and worked cooperatively to finalize the supporting documents and necessary filings.

7 **III. The Settlement**

8 21. The Settlement, memorialized in Exhibit 1, calls for a global settlement among
9 Class Plaintiffs on a class-wide basis, the Receiver, and Wells Fargo.

10 22. The Settlement requires approval by the Court in the Class Action as a class
11 settlement under Rule 23 and approval in the SEC Action.

12 23. The Settlement contemplates distribution of net proceeds by the Receiver based on
13 his distribution plan, which will be submitted for approval in the SEC Action. It also requires the
14 Receiver, who has identified contact information for investors, to provide this contact information
15 to Stretto Inc. Stretto, who has previously worked with the Receiver to provide notices to investors
16 and creditors in the SEC Action, will give notice to Class Members for purposes of the Class
17 Action and in accordance with approval of the Court in the SEC Action.

18 24. The Court in the SEC Action will hear any objections from individuals other than
19 Class Members (such as creditors and net-winning investors), and the Court in the Class Action
20 will hear any Class Member objections. To the extent that there are any objections in either the
21 SEC Action or the Class Action, the parties will inform the other court.

22 25. As part of the Settlement, the Parties have entered into a confidential Opt-Out
23 Termination Agreement that allows Wells Fargo to terminate the Settlement if a sufficient number
24 of Class Members or members of the Bar Order Notice List opt out of the Settlement. The Parties
25 will not file this agreement in the public record but will provide it to the Court for *in camera*
26 review upon request.

27 26. We, as Class Counsel and Receiver Counsel, consider the Settlement fair and
28 reasonable. While we believe Plaintiffs had a strong case on liability and class certification, we

1 acknowledge the risk and delay that would have resulted from continued litigation. If the
2 Settlement is not approved and the parties resume litigation, we would have to resubmit briefing
3 on class certification, summary judgment, and *Daubert* motions for the Court's adjudication and
4 complete briefing on Class Plaintiffs' motion to compel and Wells Fargo's motion to exclude the
5 opinions of Kenneth Simmons. Additionally, we would have to brief any additional *Daubert* and
6 *in limine* motions and begin to prepare for trial.

7 27. As calculated by Plaintiffs' expert and the lead forensic accountant for the
8 Receiver, John Hall, and assuming Wells Fargo receives the benefit of offsets for amounts
9 recovered through the Receivership, Plaintiffs estimate their recoverable damage at approximately
10 \$121.95 million. The \$50 million recovery represents approximately 41% of the damages
11 Plaintiffs believe were recoverable at trial. Wells Fargo believes Plaintiffs' damages, if any, are
12 much lower.

13 **IV. Litigation Fees and Costs and Service Awards**

14 28. Class Counsel and Receiver Counsel will jointly request an award of attorneys'
15 fees not to exceed \$16.665 million, or 33.33% of the total \$50,000,000 payment from Wells
16 Fargo.

17 29. The requested fee and cost reimbursement for Class Counsel and Receiver Counsel
18 will be the only source of compensation for Class Counsel and Receiver Counsel in connection
19 with the recovery resulting from the Settlement and the claims against Wells Fargo.

20 30. Under Fed. R. Civ. Pro. 23(h), Class Counsel and Receiver Counsel will submit a
21 detailed motion for attorneys' fees and expenses in conjunction with their motion for final
22 settlement approval. Class Counsel and Receiver Counsel have expended over 19,000 hours in
23 attorney time (amounting to over \$14.5 million at counsel's hourly rates) to prosecute this
24 litigation. Any multiplier on the requested fee is likely to be modest.

25 31. Additionally, Class Counsel will request a service award of \$10,000 each for the
26 Class Plaintiffs. Class Plaintiffs' service was not conditioned on receiving such awards, and they
27 understand that the receipt of any award is entirely within the Court's discretion.

28

1 **V. Adequacy of Plaintiffs and Class Counsel**

2 32. Class Plaintiff Barrett Henzel has been involved in prosecuting the Class Action
3 since its inception in March 2022. Class Plaintiffs Allan L. Carso, Gary W. Lundin, Joshua
4 Luekenga, Brye Kelly, Craig Rodney Michaelis, and Clint and Dan McDaniel were added to the
5 case through Class Plaintiffs' July 5, 2022, Consolidated Class Action Complaint. Class Plaintiffs
6 have devoted dozens of hours to provide Class Counsel information and documents in support of
7 their claims, review and confirm discovery responses and allegations, sit for a deposition, and
8 otherwise provide Class Counsel whatever is necessary for the prosecution of the class claims. To
9 the best of our knowledge, there is no conflict between any Class Plaintiff and any other members
10 of the proposed Settlement Class, and no Settlement Class Members have filed individual actions.
11 Class Plaintiffs have been in regular contact with Class Counsel regarding the status of their case
12 and, most recently, in connection with the Settlement. Class Plaintiffs have reviewed and
13 approved the terms of the Settlement.

14 33. Attached as composite **E** **hibit A** are the firm resumes of Class Counsel. Class
15 Counsel have significant experience prosecuting class actions, particularly in the context of
16 investor and consumer claims. Class Counsel also has experience bringing similar claims
17 alongside or on behalf of court-appointed fiduciaries, resulting in comprehensive settlements like
18 the one in this matter. *See, e.g., In re Peregrine Fin. Grp. Customer Litig.*, No. 1:12-cv-5546
19 (N.D. Ill.) (\$75 million in settlements from defendants on behalf of victim investors); *In re*
20 *Woodbridge Invests. Litig.*, No. 18-cv-00103 (C.D. Cal) (\$54.2 million settlement for investor
21 victims); *In re GWG Holdings Sec. Litig.*, No. 3:22-cv-00410-B (N.D. Tex.) (\$50.95 million
22 settlement for retail bondholders); *In re Silvergate Cap. Corp.*, No. 3:23-cv-01406-RBM-BLM
23 (S.D. Cal.) (\$10 million settlement of aiding and abetting claims against insolvent bank and
24 holding company); *Todd Benjamin Int'l, Ltd. v. Grant Thornton Cayman Islands*, No. 20-21808-
25 civ (S.D. Fla.) (\$26.49 million settlement arising out of a fraudulent investment scheme);
26 *Camenisch v. Umpqua Bank*, No. 5:20-cv-5905 (N.D. Cal.) (\$55 million settlement for investor
27 victims); *In re Chase Bank USA, N.A. Check Loan Cont. Litig.*, No. 3:09-md-2032 MMC

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1 (N.D. Cal.) (\$100 million settlement); *Daccache v. Raymond James & Associates, Inc.*, No.: 16-
2 cv-21575 (S.D. Fla) (\$150 million settlement).

3 34. The Receiver, having worked with Class Counsel and being acquainted with their
4 work, supports the appointment of Class Counsel for purposes of the Settlement.

5

6 [*signature page follows*]

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1 We declare under penalty of perjury that the foregoing is true and correct.

2 Dated: April 27, 2026

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Class Counsel

s Daniel C. Girard
GIRARD SHARP LLP
Daniel C. Girard

Receiver Counsel

s Jeffrey C. Schneider
LEVINE KELLOGG LEHMAN
SCHNEIDER GROSSMAN LLP
Jeffrey C. Schneider

s David Stein
GIBBS LAW GROUP LLP
David Stein

s Robert L. Brace
THE LAW OFFICES OF ROBERT
L. BRACE
Robert L. Brace

EXHIBIT A

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GIRARD

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Firm Resume

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About the Firm

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T A B L E O F C O N T E N T S

A T T A C H M E N T S

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A T T A C H M E N T S

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GibbsMura

A LAW GROUP

Firm Resume

Gibbs Mura is a national litigation firm providing the highest caliber of representation to plaintiffs in class and collective actions in state and federal courts, and in arbitration matters worldwide. The firm serves clients in consumer protection, securities and financial fraud, antitrust, whistleblower, personal injury, and employment cases.

The firm regularly prosecutes multi-state class actions and has one of the best track records in the country for successfully certifying classes, developing practical damages methodologies, obtaining prompt relief for class members victimized by unlawful practices, and working cooperatively with other firms.

Our attorneys take pride in their ability to simplify complex issues; willingness to pursue narrow and innovative legal theories; ability to work cooperatively with other plaintiffs' firms; and desire to outwork and outlast well-funded defense teams.

In less than a decade since its 2014 founding, the firm has recovered over \$2.5 billion for its clients. During that time, the firm has been honored repeatedly for the quality of its work and the results delivered to its clients, including:

Top Law Firm, California Litigation: Mainly Plaintiffs – *Chambers USA*, 2025, 2024, 2023, 2022

Class Action Practice Group of the Year, *Law360*, 2023, 2019

Top Boutique Law Firms in California, *Daily Journal*, 2019

These accolades have also included individual recognition of many of the firm's attorneys:

Top 40 Under 40, *Daily Journal*, 2025 (Steve Lopez)

Top Women Lawyers in California, *Daily Journal*, 2024 (Rosemary Rivas)

California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2023 (Andre Mura, Steven Tindall, Zeke Wald)

Top Women Lawyers in California, *Daily Journal*, 2023, 2021 (Amy Zeman)

Top Plaintiff Lawyers in California, *Daily Journal*, 2021 (Andre Mura, Amy Zeman)

Product Liability MVP, *Law360*, 2021 (Amy Zeman)

Lawyer of the Year- Mass Torts/ Class Action, *Best Lawyers*, 2022 (Eric Gibbs)

Titans of the Plaintiffs Bar, *Law360*, 2019 (Eric Gibbs)

California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2019 (Eric Gibbs)

California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2019 (Steven Tindall)

Top Plaintiff Lawyers in California, *Daily Journal*, 2020, 2019, 2016 (Eric Gibbs)

Top Cybersecurity/ Privacy Attorneys Under 40, *Law360 Rising Stars*, 2017 (Andre Mura)

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www.ClassLawGroup.com

Voting Rights Task Force

Gibbs Mura is proud to have launched our Voting Rights Task Force, through which we have been participating in efforts to protect and expand civic participation across the country. The Task Force seeks to identify specific opportunities for both our attorneys and staff to promote voter engagement and maximize voter participation. We implemented new programs to promote firmwide involvement in protecting and expanding the right to vote, including:

- Making Election Day a firm holiday.

- Allowing support staff to bill a set number of hours per week to Voting Rights Task Force efforts, including with nonprofit organizations.

- Encouraging attorney participation in voter protection volunteer opportunities during elections, including staffing voter protection hotlines, poll watching, and helping triage issues that arise.



Eric H. Gibbs Partner

Eric prosecutes antitrust, consumer protection, whistleblower, financial fraud and mass tort matters. He has been appointed to leadership positions in dozens of contested, high profile class actions and coordinated proceedings. Eric has recovered billions of dollars for the clients and classes he represents and has negotiated groundbreaking settlements that resulted in meaningful reforms to business practices and have favorably impacted plaintiffs’ legal rights.

Reputation and Recognition by the Courts

In over 20 years of practice, Eric has developed a distinguished reputation with his peers and the judiciary for his ability to work efficiently and cooperatively with co-counsel, and professionally with opposing counsel in class action litigation.

“[Mr. Gibbs] efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation.”

- Hon. G. Wu, *In re Hyundai & Kia Fuel Economy Litig.* (C.D. Cal)

“The attorneys who handled the case were particularly skilled by virtue of their ability and experience.”

- Hon. D. Debevoise, *In re: Mercedes-Benz Teleaid Contract Litig.* (D. N.J.)

“They are experienced and knowledgeable counsel and have significant breadth of experience in terms of consumer class actions.”

- Hon. R. Sabraw, *Mitchell v. Am. Fair Credit Assoc’n* (Alameda Cty. Superior Ct.)

“Representation was professional and competent; in the Court’s opinion, counsel obtained an excellent result for the class.”

- Hon. J. Fogel, *Sugarman v. Ducati N. Am.* (N.D. Cal)

Achievements and Leadership

Eric has been recognized as a leading lawyer in class and mass actions. In 2019, *Law360* recognized Eric among its “Titans of the Plaintiffs Bar,” one of only 10 attorneys nationwide to receive the prestigious award. He also received the 2019 *California Lawyer Attorney of the Year (CLAY) Award* for his work in the Anthem Data Breach Litigation. *Daily Journal* named him to its coveted list of “Top Plaintiff Lawyers in California” for 2020, 2019 and 2016. *Law360* recognized Eric as a “2016 Consumer Protection MVP,” (the only plaintiff-side lawyer in the country selected in that category) and as a “2018 Cybersecurity & Privacy MVP.” Consumer Attorneys of California selected Eric and co-counsel as finalists for *Consumer Attorney of the Year* for achieving a \$100 million settlement in the Chase “Check Loan” Litigation. His cases have been chronicled in major legal and news publications including *NBC News*, *CNN*, the *National Law Journal*, *The New York Times*, *Market Watch*, and *Bloomberg News*. Eric holds a variety of leadership positions in professional associations for consumer advocacy, and he frequently presents on developing trends in the law at conferences throughout the country.

Litigation Highlights

In re Anthem, Inc. Data Breach Privacy Litigation – Served as a court-appointed member of the Plaintiffs’ Steering Committee representing the interests of plaintiffs and putative class members following a massive data breach of approximately 80 million personal records. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history at the time.

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“Lawyer of the Year,” *Best Lawyers in America for Class Actions/ Mass Tort Litigation*
Lawdragon 500 Leading Plaintiff Financial Lawyer,
Lawdragon 500 Leading Plaintiff Consumer Lawyer,
Titans of the Plaintiffs Bar,
California Lawyer Attorney of the Year Award,
Top Plaintiff Lawyers in California for 2020, 2019, 2016, D r
Cybersecurity & Privacy MVP,
Consumer Protection MVP,
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In re Chase Bank U.S.A., N.A. “Check Loan” Contract Litigation – multidistrict litigation that alleged Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. Eric led negotiations in the case, which resulted in a \$100 million settlement with Chase eight weeks prior to trial.

In re Adobe Systems Inc. Privacy Litigation – As court-appointed lead counsel, Eric and his team reversed a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41 page decision in plaintiffs’ favor and Eric negotiated a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Hyundai & Kia Fuel Econ. Litigation – As court-appointed liaison counsel, Eric reconciled the plaintiffs’ interests and coordinated discovery and settlement negotiations. He helped finalize a settlement with an estimated value of up to \$210 million.

Skold v. Intel Corp. – After more than a decade of litigation, Eric as lead counsel achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel’s benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

Parkinson v. Hyundai Motor America – Eric served as class counsel in this lawsuit alleging that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, Hyundai agreed to a settlement that provided for 50-100% reimbursements to class members for their repairs and full reimbursement for rental vehicle expenses.

De La Cruz v. Masco Retail Cabinet Group – Eric served as lead attorney litigating the collective claims of dozens of misclassified account representatives for overtime pay under the Fair Labor Standards Act (FLSA). Successfully certified a class of current and former Masco account representatives and personally arbitrated the case to judgment obtaining full recovery for the class.

In re Providian Credit Card Cases – Eric played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders alleging that Providian engaged in unlawful and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

Professional Affiliations

American Association for Justice, Board of Governors, Co-founder and past co-chair of Consumer Privacy and Data Breach Litigation Group, Co-founder and past co-chair of AAJ Litigation Group, Past editor of Class Action Litigation Group newsletter, Creator and co-chair of Class Action Litigation Group Objector Database and Task Force, Law School Committee

American Bar Foundation- Fellow

Consumer Attorneys of California

Equal Justice Society- Advisory Board

National Association of Consumer Advocates

National Consumer Law Center

National Plaintiffs' Law Association, Advisory Board Member

Public Justice Foundation- Former Member, Class Action Preservation Project Committee

San Francisco Trial Lawyers Association

Association of Business Trial Lawyers

American Bar Association



Andre M. Mura Partner

Andre represents plaintiffs in class actions and mass torts including in the areas of consumer protection, privacy, and products liability. Before joining Gibbs Mura, Andre was senior litigation counsel at the Center for Constitutional Litigation PC, where he represented plaintiffs in high-stakes appeals in state supreme courts and federal appellate courts.

Andre has been honored twice with a California Lawyer Attorney of the Year Award: in 2023 for his involvement and success at trial in *Patz v. City of San Diego*, and in 2019 for his work in the California Supreme Court in *De La Torre v. CashCall*. He is on the Board of the Civil Justice Research Initiative of Berkeley Law, a Fellow of the American Bar Foundation, a member of the Lawyers Committee of the National Center for State Courts, President of the National Civil Justice Institute, past Chair of the American Association for Justice’s LGBT Caucus, past Trustee of the National College of Advocacy, and a member of Williams College’s Latino/a and BiGLATA Alumni Network.

Litigation Highlights

In re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation – Andre was court-appointed to Plaintiffs’ Steering Committee Leadership and has undertaken a wide range of responsibilities, including law and briefing and managing discovery related to the TikTok defendants. The firm also represents children and families in lawsuits in federal and state court against Facebook, Instagram, TikTok, Snap, and YouTube.

In re: Meta Pixel Healthcare Data Privacy Litigation – Andre was court-appointed to the plaintiffs’ executive committee in this consolidated litigation, representing millions of patients whose sensitive health data was allegedly collected and shared without their consent. In his appointment decision, Judge Orrick said he chose interim class counsel for their “highly relevant” experience and knowledge.

Brooks v. Thomson Reuters Corporation – Andre is court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents’ personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs’ motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

San Diego and Otay Water District Tiered Water Rates Lawsuits – Lead trial counsel achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that run afoul of the California Constitution. After successfully defending the Court’s judgment in favor of the class on appeal, the case is currently on limited remand in San Diego Superior Court.

Key member of the litigation team achieving a verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is also on limited remand.

In re: 3M Combat Arms Earplug Products Liability Litigation – Andre was court-appointed to the plaintiffs’ law-and-briefing committee in this multi-district litigation on behalf of military servicemembers and veterans who suffered injuries due to defective 3M earplugs, which were standard-issue for U.S. military members for more than a decade. Andre also served on several bellwether trial teams, securing multiple favorable jury verdicts.

In re: Taxotere (Docetaxel) Products Liability Litigation – Andre was a member of the trial team in a two-week federal jury trial and is member of Plaintiffs’ Steering Committee and co-chair of Law and Briefing in this multi-district litigation on behalf of breast cancer survivors who suffered permanent hair loss after using the Taxotere chemotherapy drug. He recently obtained a unanimous decision granting a bellwether plaintiff a new trial. *See* 26 F.4th 256 (5th Cir. 2022)

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Practice Emphasis

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Awards & Honors

Lawdragon 500 Leading Plaintiff Financial Lawyer,

Lawdragon 500 Leading Plaintiff Consumer Lawyer,

California Lawyer Attorney of the Year (CLAY) Award, D
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Top Plaintiff Lawyers in California, D r

Top Cybersecurity & Privacy Attorneys Under 40,
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Northern California Super Lawyers, Rising Star

Admissions

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In re: Vizio, Inc. Consumer Privacy Litigation – Andre is co-lead counsel for the settlement class in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. He negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected.

De La Torre v. CashCall – Andre played a key role in briefing before the California Supreme Court, resulting in a unanimous decision in the plaintiffs' favor. The decision changed decades-old assumptions that lenders in California had a virtual "safe harbor" from unconscionability challenges to loan interest rate terms.

In re: Lenovo Adware Litigation – Andre briefed and argued a motion to dismiss and motion to certify a nationwide litigation class for monetary damages. The court approved a \$7.3 million class action settlement to resolve allegations that Lenovo preinstalled software on laptops that caused performance, privacy and security issues for consumers.

Beaver et. al. v. Tarsadia Hotels, Inc. – Andre contributed to briefing before the Ninth Circuit Court of Appeals resulting in a unanimous decision affirming the lower court's ruling that the UCL's four-year statute of limitations (and its accrual rule) applied in claims alleging violations of the Interstate Land Sales Full Disclosure Act (ILSA) even though ILSA has a shorter statute of limitations.

Watts v. Lester E. Cox Medical Centers, 376 S.W.3d 633 (Mo. 2012) – Andre successfully argued that a state law limiting compensatory damages in medical malpractice cases violated his client's right to trial by jury. In ruling for Andre's client, the Missouri high court agreed to overturn a 20-year-old precedent.

U.S. Supreme Court Advocacy

Merck Sharp & Dohme Corp. v. Albrecht, 139 S. Ct. 1668 (2019) – Before the U.S. Supreme Court, in a case concerning the scope of federal immunity for brand-name drug manufacturers, Andre represented medical doctors appearing as amici curiae. His amicus brief was discussed at oral argument, with Supreme Court counsel for Albrecht telling the Justices, "It's a beautifully done amicus brief to explain what the scientists knew and when they knew it...."

Mutual Pharmaceutical Co., Inc. v. Bartlett, 133 S. Ct. 2466 (2013) – Andre was the lead author of an amicus curiae brief for the American Association for Justice and Public Justice in a case examining whether federal drug safety law preempts state-law liability for defectively designed generic drugs.

Professional Affiliations

American Association for Justice- Class Action Litigation Group, Legal Affairs Group,
LGBT Caucus

American Bar Foundation, Fellow

Consumer Attorneys of California, Member

Civil Justice Research Initiative of Berkeley Law, Board Member

Impact Fund, Board Member

Law360- Cybersecurity & Privacy, Former Editorial Advisory Board Member

National Center for State Courts, Lawyers Committee

National Civil Justice Institute, President

Select Publications & Presentations

Presenter, "Emerging Issues Affecting Class Actions and Pharma Litigation: Legal Writing," AAJ Annual Convention, July 2025.

Moderator, "The N.D. Guidelines in Practice," Civil Justice Research Initiative, November 2023.



David M. Berger Partner

David represents plaintiffs in class actions with a special emphasis on data breach, privacy, and financial services litigation. He currently serves as lead or co-lead counsel in matters including *In re: Prosper Funding, LLC Data Breach Litigation* (N.D. Cal.); *In re: MGM Customer Data Sec. Litigation* (D. Nev.); *In re: Equifax, Inc. Fair Credit Reporting Act Litigation* (N.D. Ga.); and *In re: Sequoia Benefits and Insurance Data Breach Litigation* (N.D. Cal.), among others. David has also represented victims in some of the largest and most influential data privacy and security cases, including litigation against Equifax, Anthem, Vizio, Adobe, Banner Health, and Excellus BlueCross BlueShield. David has repeatedly obtained record-breaking settlements on behalf of his clients, including in the Equifax and Anthem data breach cases, which set successive records for the largest data breach settlement in history.

David is widely regarded as a leader in litigation involving data breach and privacy, which is underscored by his broad technical expertise—from hacking techniques and cybersecurity controls to industry standard IT practices, information security frameworks, and auditing processes. He has deposed Chief Information Security Officers and information security professionals at Fortune 500 corporations, worked with expert witnesses on cutting-edge cybersecurity and damages theories, and supervised large-scale document review teams poring over millions of technical documents in a compressed timeframe.

Outside of his litigation experience, David is an active member of the class action legal community. He is the former chair of the American Association for Justice’s Consumer Privacy and Data Breach Litigation Group. He is also an active member of The Sedona Conference’s Working Group on Data Security and Privacy Liability, which identifies and comments on trends in data security and privacy jurisprudence to move the law forward in a reasoned and just way. David was a member of The Sedona Conference’s Biometric Security Brainstorming Group, and was recently selected to the Breach Notification Statutes Brainstorming Group. David is also frequently invited to present at conferences and symposia on information security and privacy issues and consumer class actions.

Prior to joining Gibbs Mura, he served as a law clerk to the Honorable Laurel Beeler, Northern District of California (2011-2014). Before law school, David worked as a magazine editor and television presenter in Taiwan and managed an outdoor center on an island off the West Coast of Scotland.

Litigation Highlights

In re Prosper Funding, LLC Data Breach Litigation – Interim co-lead counsel in ongoing litigation against financial services company Prosper Funding LLC, concerning a September 2025 data breach which exposed and compromised the sensitive personal identifying information like social security numbers.

In re Equifax, Inc. Customer Data Security Breach Litigation – In securing what was described by the court as “the largest and most comprehensive recovery in a data breach case in U.S. history by several orders of magnitude,” David played an integral role by negotiating key business practice changes including overhauling Equifax’s handling of consumers’ personal information and data security and requiring that the company spend at least \$1 billion for data security and related technology over five years in addition to comprehensive technical and governance reforms.

In re Anthem, Inc. Data Breach Privacy Litigation – Key member of the litigation team representing interests of plaintiffs and putative class members following massive data breach of approximately 80 million personal records, including names, dates of birth, Social Security numbers, health care ID numbers, email and physical addresses, employment information, and income data. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history.

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs’ favor and the settlement resulted in a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Equifax, Inc. Fair Credit Reporting Act Litigation – Court-appointed Interim Co-lead counsel in ongoing litigation against Equifax related to the company reporting inaccurate credit information on approximately 2.5 million Americans who applied for mortgages, loans, and credit cards between March 17 and April 6, 2022.

Smallman v. MGM Resorts International – Interim Co-lead Counsel in litigation against MGM, following the data breaches in 2019 and again in 2023 in which the personal data of 10.6 million MGM customers was stolen and posted on underground hacking forums. A settlement for \$45 million received final approval on June 18, 2025.

In re Sequoia Benefits Data Breach Litigation – Court-appointed Class Counsel in litigation against Sequoia Benefits regarding the 2022 data breach which exposed and compromised the sensitive information of over 580,000 people nationwide, including Social Security numbers, member IDs, and wage data. A settlement for \$8.7 million cash payment to a nationwide class, including a California subclass receiving an extra cash payment, and requiring Sequoia Benefits to adopt enhanced data privacy practices, received preliminary approval on September 10, 2026. Final approval is scheduled for April 7, 2026.

Awards & Honors

Lawdragon 500 Leading Plaintiff Financial Lawyers (2025-2026)

Northern California Super Lawyers (2021-2025)

Rising Star, Northern California Super Lawyers (2016-2018)

Professional Affiliations

American Association for Justice- Consumer Privacy and Data Breach Litigation Group
(Board Member, Former Chair)

Member, Sedona Conference’s Working Group on Data Security and Privacy Liability

Co-Chair, Sedona Conference’s WG11 Brainstorming Group “Exploring Greater
Efficiencies in Data Breach and Privacy Class Action Litigation”

National Civil Justice Institute

Selected Presentations and Publications

Presenter, “Strategies and Tactics in Consumer Privacy and Data Breach Cases: Damage Theories Supporting Class Certification,” AAJ Annual Convention, July 2025.

Presenter, “Cybersecurity Issues Affecting Health Benefit Plans,” U.S. Department of Labor, Advisory Council on Employee Welfare and Pension Benefit Plans, July 2022.

Presenter, "Internet Data Accumulation and Protection," Pound Civil Justice Institute, The Internet and the Law: Legal Challenges in the New Digital Age, November 2021.

Presenter, "Facial Recognition Technology Bans," The Sedona Conference, Annual Meeting of Working Group 11 on Data Security and Privacy Liability, April 2021.

Presenter, "Privacy and Data Breach Class Actions," Western Alliance Bank Class Action Law Forum 2020, March 2020.

Presenter, “Communicating with the Class,” Class Action Mastery Forum, January 2019.

Presenter, “Hot Topics in Consumer Class Actions Against Insurers: Filed Rate Doctrine, Standing, and Reverse Preemption of RICO Claims,” Sacramento California Insurance Regulation and Litigation Seminar, Clyde & Co., March 2018.



Eileen Epstein Carney Partner

Eileen represents investors and consumers who have been harmed by financial fraud and other corporate misconduct. This includes oversight of investigation into alleged Ponzi schemes, securities fraud, and other financial scams. Eileen helps run initial case investigations and deploys her substantial experience to ensuring that the victims of financial fraud are made whole.

Eileen is also deeply involved in the day-to-day operations of Gibbs Mura. She executes on the firm's strategic vision with a focus on recruiting talented and diverse professionals, training, mentorship, community engagement, and client-focused activities. She previously spent seven years as the Director of Business Development at Gibbs Mura, leading the firm's marketing, business development and public relations activities. She has more than 15 years of experience in legal marketing and business development, with a proven track record of success overseeing teams and implementing firm-wide strategies for new business growth, marketing and media relations.

Eileen earned a J.D. from American University, Washington College of Law, and graduated *magna cum laude*, *Phi Beta Kappa*, from Lehigh University with a B.A. in journalism.

She is admitted to practice law in Minnesota.

Professional Affiliations

American Association for Justice

Education

J.D. American University, Washington College of Law, *magna cum laude*, *Phi Beta Kappa*,
B.A. Lehigh University, *magna cum laude*, *Phi Beta Kappa*,

Admissions

Minnesota



Dylan Hughes Partner

Dylan Hughes concentrates his practice on investigating and prosecuting fraud matters on behalf of whistleblowers, consumers and employees who have been harmed by corporate misconduct. He coordinates initial case evaluations and analyses in a variety of practice areas and has substantial experience in matters involving health care fraud, particularly in the Medicare and pharmaceutical contexts. Dylan represents consumers in cases ranging from false advertising to defective products, and employees in misclassification and wage and hour cases under state and federal laws.

Mr. Hughes has extensive experience prosecuting complex personal injury cases. He helped to obtain millions of dollars for women who suffered blood clots and other serious injuries after taking birth control pills. He has also represented clients injured by defective medical devices, including defibrillators, blood filters, as well as back pain implants. Mr. Hughes was part of the team that recently settled a case alleging medical malpractice for a spinal surgery that resulted in partial paralysis.

Mr. Hughes began his career as a law clerk for the Honorable Paul A. Mapes, Administrative Law Judge of the Office of Administrative Law Judges, United States Department of Labor. He is a member of the American Bar Association, Consumer Attorneys of California, American Association for Justice Class Action Litigation Group and the Consumer Rights Section of the Barristers Club.

Litigation Highlights

Skold v. Intel Corp. – Key member of the legal team in this decade-long litigation that achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel’s benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs’ favor and the settlement resulted in a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

Velasco v. Chrysler Group LLP (n/k/a FCA US LLC) – represented consumers who alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. In addition to negotiating a recall of all 2012-13 Jeep Grand Cherokee and Dodge Durango vehicles, the lawsuit also resulted in Chrysler reimbursing owners for all repair and rental car expenses, and extending its warranty.

Parkinson v. Hyundai Motor America – certified a nationwide class alleging Hyundai sold vehicles with defective flywheel systems, resulting in a favorable settlement for the class.

Awards & Honors

Northern California Super Lawyer (2012-2025)

Professional Affiliations

Consumer Attorneys of California
American Association for Justice- Class Action Litigation Group

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Practice Emphasis

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Linda Lam Partner

Linda Lam focuses her practice on representing individuals who have been harmed by corporate misconduct. She has recovered tens of millions of dollars for consumers and investors by prosecuting fraud, breach of contract, and breach of fiduciary duty cases against large banks and insurance companies.

Linda regularly represents investors who have lost substantial sums of money as a result of fraud, including most recently in *Camenisch v. Umpqua Bank*. There, the plaintiffs alleged that Umpqua aided and abetted a fraudulent scheme based in Marin County that caused investors, many of whom are senior citizens, to lose hundreds of millions of dollars. After a four-week trial that ended in a hung jury, the case settled for \$55 million.

Linda has also been an advocate for borrowers who suffered foreclosures during the Great Recession. She represented a certified class of over 1,200 borrowers who lost their homes after Wells Fargo wrongfully denied them trial mortgage modifications. The case settled for \$40 million, resulting in significant payments to each class member.

In addition to prosecuting class actions, Linda also represents individual clients in personal injury cases. Most recently, she achieved a favorable settlement for a student who suffered a traumatic brain injury as a result of peer-on-peer harassment at a Bay Area school. She has also represented individuals in automobile and pedestrian accident cases, as well as medical malpractice cases.

Before joining Gibbs Mura, Linda represented workers and retirees in cases concerning employee benefits.

Litigation Highlights

Camenisch v. Umpqua Bank – One of the trial lawyers who represented over 1,200 class members in a four-week jury trial against Umpqua Bank (now known as Columbia Bank). The plaintiff class alleged that Umpqua aided and abetted a fraudulent investment scheme by Professional Financial Investors (PFI). Plaintiffs argued that PFI ran a fraudulent scheme that used investor money to personally benefit PFI’s executives, including its principals Ken Casey and Lewis Wallach, pay other investors, and cover recurring shortages across its dozens of accounts at Umpqua. Ultimately, the jury could not reach a unanimous decision, and the court declared a mistrial. The parties reached a \$55 million settlement weeks later, and the Court granted final approval on September 11, 2025. Judge P. Casey Pitts, who oversaw the trial, called the settlement an “excellent” outcome for the class.

Hernandez v. Wells Fargo Bank, N.A. – Represented a certified class of more than 1,200 mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million. Judge William Alsup, who oversaw the case, praised the settlement as bringing “significant” relief to each class member and noted the amount was “greater than those approved by other courts in this district involving similar claims concerning loan modifications.”

Steven Cooper v. United States of America – Represented a veteran of the United States Army who alleged that he received negligent medical care at a VA facility, resulting in a delayed diagnosis of aggressive prostate cancer. The plaintiff alleged that by the time the cancer was discovered and diagnosed, it had become incurable. Linda was part of the trial team that won a \$2.5 million judgment for the plaintiff.

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Practice Emphasis

Education

magna cum laude Order of the Coif

Admissions

Asokan et. al. v. American General Ins. Co. – Litigated this insurance and investment fraud case against American General Insurance Co, an AIG subsidiary. Linda represented six plaintiffs who were marketed an investment involving a specialized American General whole life policy that, when purchased through a particular defined benefit plan, would supposedly provide a multitude of tax benefits. Plaintiffs alleged that American General knew but concealed from them that its attorney had advised that these plans no longer complied with the law. Plaintiffs suffered substantial losses as a result of this alleged fraudulent concealment. The case settled for a confidential sum eight days into the jury trial.

Awards & Honors

Northern California Super Lawyers, *Rising Star* (2017-2024)

Publications & Presentations

Co-author, “H.R. 1215: Obliterating Access to Justice for Severe Medical Negligence,” Impact Fund Practitioner Blog, May 2, 2017.

Author, *The Real ID Act: Proposed Amendments for Credibility Determinations*, 11 Hastings Race & Poverty L.J. 321, 2014.



Steve Lopez Partner

Steve Lopez represents consumers, employees and whistleblowers who have been harmed by corporate misconduct. He has litigated a wide variety of cases, including automotive class actions, environmental mass torts, pharmaceutical cases, sexual abuse litigation, financial negligence cases, employment class actions, and mass arbitrations. For years, Steve has co- led large teams of lawyers and paralegals representing thousands of renters, homeowners and business owners affected by devastating California wildfires. He is a vital member of the team that helped secure over \$1 billion from PG&E on behalf of survivors of the Camp Fire and North Bay Fires.

Leadership Roles

Courts have appointed Steve to leadership roles in a number of high impact cases. He currently serves on the Plaintiffs’ Steering Committee in the consolidated Social Media Addiction Lawsuits in California state court, representing hundreds of children and families alleging that they have been harmed by addiction to TikTok, Instagram, Snapchat, and other social media platforms. Steve serves as co-liaison counsel in lawsuits against Pfizer alleging that Depo-Provera birth control causes brain tumors. Steve also serves on the Plaintiffs’ Steering Committee in litigation related to the Eaton Fire in Los Angeles, representing individual and family wildfire survivors against the utility Southern California Edison. Previously, Steve was appointed as liaison counsel in class action litigation on behalf of investors who lost money during a platform outage on the Robinhood Trading Platform, which resulted in a \$9.9 million settlement.

Awards and Recognition

In 2025, the *Daily Journal* named Steve to its Top 40 Under 40 list, a recognition of the top lawyers under the age of 40 in California. From 2023 to 2025, Steve has been named to Lawdragon’s list for *500 X – The Next Generation*, which highlights promising young attorneys who have already handled matters with “significant impact” as future leaders of the legal profession.

Steve is a 2014 graduate of the University of California, Berkeley, School of Law, where he was a Publishing Editor for the California Law Review and an Editor for the Berkeley Journal of Employment and Labor Law. He was also a member of the La Raza Law Students Association and the Legal Aid Society–Employment Law Center’s Berkeley Workers’ Rights Clinic.

Prior to law school, Mr. Lopez performed research for a consulting firm dedicated to improving justice programs. He received his B.A. in economics and international relations from the University of Virginia in 2008.

Litigation Highlights

In re PG&E Corp. (2017 North Bay Fire and 2018 Camp Fire Lawsuits) – Co- led a team from Gibbs Mura and co-counsel representing over 6,000 wildfire survivors of the 2018 Camp Fire in Paradise, California, and the 2017 North Bay Fires across Northern California. The lawsuits against PG&E alleged that electrical equipment and power lines owned and operated by the utility ignited the wildfires that raged across Northern California. The team secured over \$1 billion in compensation on behalf of their clients.

In re Social Media Adolescent Addiction/Personal Injury Products Liability Litigation – Court-appointed to the Plaintiffs’ Steering Committee in the JCCP consolidation of lawsuits against Instagram, Facebook, Snapchat, TikTok, and YouTube. He plays an integral role in working with data experts, motion practice, and plaintiff discovery. Steve coordinates client outreach and case development on behalf of hundreds of children, teens, and their families who allege that these social media companies purposely designed their platforms to be defective and dangerous, with addictive algorithms and features that may cause a wide variety of harms including depression, anxiety, and eating disorders.

Cadena v. American Honda Motor Co. – Represents hundreds of thousands of Honda CR-V and Honda Accord purchasers in litigation alleging that the automatic emergency braking system in these vehicles is defective and may cause the car to suddenly brake without warning. Steve argued class certification, summary judgment, and related Daubert motions, and oversees discovery and expert work. In June 2024, the Court certified eight classes of consumers.

Individual Claimants v. Amazon.com, Inc. – Represents over 32,000 Amazon Flex drivers in mass arbitration, alleging that Amazon has misclassified them as independent contractors and underpaid them as a result. Drivers’ claims include violations of overtime law, failure to pay for rest and meal breaks, and failure reimburse business-related expenses.

Southern California Gas Leak Cases – Represented over 900 residents around the Los Angeles suburb of Porter Ranch who were affected by the Aliso Canyon well rupture and ensuing gas leak, the largest methane leak in U.S. history. Plaintiffs were displaced from their homes, suffered illnesses and injuries, sustained property value losses, or lost business due to the leak. Steve and the team worked closely with the firm’s clients for over eight years to submit damages during the discovery process, ultimately achieving over \$25 million in settlement payments.

O’Brien v. POPSUGAR – Represented a certified class of internet influencers who alleged that PopSugar had misappropriated their identities and likenesses to deprive them of affiliate link profits in a case involving copyright issues. Steve and the team successfully won a motion to remand after defendants attempted to assert that the copyright claims meant plaintiffs’ state law claims for damages were preempted. The litigation settled for over \$2 million.

Glenn v. Hyundai Motor America – Represented Hyundai drivers alleging that their vehicles were defective because their sunroofs had a propensity to spontaneously shatter. Steve led discovery efforts and worked on the expert discovery team. The team achieved a \$30+ million class action settlement, which the court praised as “an extraordinarily creative solution” for “an extraordinarily complex case.”

Awards & Honors

Top 40 Under 40, *Daily Journal*, 2025
Lawdragon 500 X – The Next Generation (2023-2025)
Northern California Super Lawyers, *Rising Star* (2017-2025)

Professional Affiliations

American Association for Justice
Consumer Attorneys of California, Former Board Member

Publications and Presentations

Presenter, “California Fires Litigation,” Fourth Annual Shades of Mass Conference, September 6, 2025.



Rosemary Rivas Partner

Rosemary has dedicated her legal career to representing consumers in complex class action litigation involving a wide variety of claims, from false advertising and defective products to privacy violations. She is committed to obtaining justice for consumers and has recovered billions of dollars for her clients and the classes they represent.

Rosemary serves in leadership positions in a number of large, complex class action cases and multi-district litigation. In a highly competitive appointment process, the Honorable Charles R. Breyer appointed Rosemary to the Plaintiffs’ Steering Committee in the Volkswagen Clean Diesel Litigation, which resulted in a record-breaking settlement totaling more than \$14 billion. The Recorder, a San Francisco legal newspaper, named the lawyers selected by Judge Breyer as a class action “dream team.” For her work in the Volkswagen case, Rosemary received the 2018 California Lawyer Attorney of the Year (CLAY) Award, which is given to outstanding California lawyers “whose extraordinary work and cases had a major impact on the law.”

She has received numerous awards and honors for the quality of her legal work, including the Bay Area Legal Aid Guardian of Justice Award for her achievements in the law and her role in helping direct *cy pres* (remaining settlement) funds to promote equal access to the legal system. She has been recognized as a *Northern California Super Lawyer* since 2019 and was previously named a *Rising Star* by Super Lawyers Magazine. Rosemary is currently a Lawyer Representative for the Northern District of California and to the Ninth Circuit Judicial Conference.

Rosemary is a fluent Spanish-speaker and previously served on the Board and as Diversity Director of the Barristers Club of the San Francisco Bar Association. She frequently presents at legal conferences on developments in consumer protection and class action litigation.

Litigation Highlights

Porsche Gasoline Litigation – As part of the Plaintiffs’ Steering Committee and as Class Counsel, Rosemary represented consumers alleging that Porsche engaged in practices that skewed emissions and fuel economy test results for certain Porsche vehicles. The Honorable Charles R. Breyer granted final approval of a proposed nationwide class action settlement providing a non-reversionary common fund of \$80 million.

Lash Boost Cases – As Class Counsel, Rosemary Rivas represented consumers who alleged that Rodan + Fields failed to disclose material information relating to its Lash Boost product, namely, the potential side effects and risks of adverse reactions presented by the ingredient Isopropyl Cloprostenate. The Honorable Ethan Schulman granted final approval of a proposed nationwide class action settlement providing a non-reversion common fund of \$30 million in cash and \$8 million in credits.

In re: Apple Inc. Device Performance Litigation – The Honorable Edward J. Davila appointed Rosemary to the Plaintiffs’ Executive Committee in this nationwide class action alleging that Apple intentionally slowed down consumers’ iPhones. The case settled for \$310 million.

In re: Hill’s Pet Nutrition, Inc., Dog Food Products Liability Litigation – Rosemary represented consumers alleging that Hill’s sold dog food with excessive Vitamin D that was harmful to pets. Chief Judge Julie A. Robinson granted final approval of a nationwide class action settlement providing for a common fund of \$12.5 million.

Awards & Honors

- Lawdragon 500 Leading Plaintiff Financial Lawyers (2025-2026)
- Top Women Lawyers in California, *Daily Journal* (2024)
- Northern California Super Lawyer (2019-2025)
- California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2018)

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Practice Emphasis

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Rising Star, *Northern California Super Lawyers* (2009-2011)
Guardian of Justice Award, *Bay Area Legal Aid* (2015)

Professional Affiliations

American Association for Justice- Class Action Litigation Group
Equal Justice Society, Advisory Board Member
Law360- Consumer Protection, Former Editorial Advisory Board Member
Lawyer Representative for the Northern District of California and to the Ninth Circuit
Judicial Conference

Publications and Presentations

Presenter, “Current Trends in Consumer Class Actions,” Class of Our Own: Litigating Women’s Summit, May 2023.

Presenter, “Consumer Class Actions,” Western Alliance Bank Class Action Law Forum, 2021 and 2022.

Presenter, “Nationwide Settlement Classes: The Impact of the Hyundai/ Kia Litigation,” National Consumer Law Center’s Consumer Rights Litigation Conference and Class Action Symposium, 2018.

Presenter, “One Class or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements,” 5th Annual Western CLE Program on Class Actions and Mass Torts, 2018.

Presenter, “The Right Approach to Effective Claims,” Beard Group- Class Action Money & Ethics, 2018.

Presenter, “False Advertising Class Actions: A Practitioner’s Guide to Class Certification, Damages and Trial,” The Bar Association of San Francisco, 2017.



Dave Stein Partner

Dave Stein represents clients in cases ranging from securities and financial fraud class actions, to product liability and consumer-protection cases. Courts frequently appoint Dave as lead counsel in these cases, and Law360 praised him as a “tenacious” litigator with a “reputation as one of the best consumer advocates around.”

The Daily Journal recognized Dave as one of the Top 40 attorneys in the state of California under the age of 40, and he was also honored in *Law360*'s nationwide list of “Top Class Action Attorneys Under 40.” Dave has also been repeatedly rated by his colleagues as a Northern California Super Lawyer.

Dave is frequently called upon to discuss emerging issues in complex litigation. He has been selected four times to serve on Law360's Product Liability Editorial Advisory Board, advising on emerging trends and important issues impacting product liability cases.

Before entering private practice, Dave served as judicial law clerk to U.S. District Court Judge Keith Starrett and U.S. Magistrate Judge Karen L. Hayes.

Reputation and Recognition by the Courts

Dave has built a reputation for the quality of his representation and tenacious advocacy on behalf of the clients and classes he represents:

“[T]his is an extraordinarily complex case and an extraordinarily creative solution... I [want to] thank you and compliment you gentlemen. It's been a real pleasure to work with you.”

- Hon. D. Carter, *Glenn v. Hyundai Motor America* (C.D. Cal.)

“You made it very easy to deal with this case and clearly your years of expertise have carried the day here. Nice work. Thank you.”

- Hon. M. Watson, *In re Am. Honda Motor CR-V Vibration Litig.* (S.D. Ohio)

“Exceedingly well argued on both sides. Sometimes people really know their stuff on both sides which is what happened today so thank you.”

- Hon. J. Tigar, *In re General Motors CP4 Fuel Pump Litig.* (N.D. Cal.)

Litigation Highlights

In re: Peregrine PFG Best Customer Accounts Litigation – Represented investors in litigation against U.S. Bank and JPMorgan Chase arising from the collapse of Peregrine Financial Group, Inc. The former Peregrine customers were seeking to recover the millions of dollars that was stolen from them out of segregated funds accounts. Plaintiffs’ efforts led to settlements with JPMorgan Chase and U.S. Bank worth over \$75 million.

Todd Benjamin International, Ltd. v. Grant Thornton International – Represented investors in TCA Global Credit Master Fund L.P. and its feeder funds. The investors alleged that the funds’ management inflated assets and earnings, and that the funds’ auditors knew about the overstatement but failed to take appropriate action. After multiple years of litigation, Plaintiffs’ efforts led to settlements of \$26.5 million for investors. At the hearing granting final approval on May 20, 2025, Judge Scola thanked counsel for their “excellent work in the case.”

Edwards v. Ford Motor Co. – In a class action alleging that Ford sold vehicles despite a known safety defect, Dave twice argued plaintiff’s position before the U.S. Court of Appeals for the Ninth Circuit. In the first appeal, Dave succeeded in obtaining a reversal of the trial court’s denial of class certification. In the second, plaintiff again prevailed, with the Ninth Circuit affirming a ruling that Dave's and his colleagues’ efforts generated free repairs, reimbursements, and extended warranties for the class.

Edwards v. Ford Motor Co. – In a class action alleging that Ford sold vehicles despite a known safety defect, Dave twice argued plaintiff’s position before the U.S. Court of Appeals for the Ninth Circuit. In the first appeal, Dave succeeded in obtaining a reversal of the trial court’s denial of class certification. In the second, plaintiff again prevailed, with the Ninth Circuit affirming a ruling that Dave’s and his colleagues’ efforts generated free repairs, reimbursements, and extended warranties for the class.

Browne v. American Honda Motor Co., Inc. – Represented purchasers of 750,000 Honda Accord and Acura TSX vehicles that were allegedly sold with brake pads that wore out prematurely. The case settled with class members receiving approximately \$25 million.

LLE One v. Facebook – Represented small businesses who alleged that Facebook overstated how long users were watching video ads on Facebook’s platform. After years of litigation, the federal court approved a \$40 million settlement to the class.

Paeste v. Government of Guam – Secured a permanent injunction against the Government of Guam and several of its highest ranking officials in a suit involving the government’s unlawful administration of income tax refunds. Defended the judgment before the Ninth Circuit U.S. Court of Appeals, leading to a complete victory for the taxpayers in the published decision, *Paeste v. Government of Guam*, 798 F.3d 1228 (9th Cir. 2015)

Awards & Honors

Lawdragon 500 Leading Plaintiff Financial Lawyers (2025-2026)
Northern California Super Lawyer (2021, 2023-2025); Rising Star (2013-2020)
“2017 Top 40 Under 40,” *Daily Journal*
Top Class Action Attorneys Under 40, *Law360* Rising Stars (2017)

Professional Affiliations

American Association for Justice

Selected Publications & Presentations

Moderator, “A View from the Bench II: Judicial Insights on Managing Complex Litigation and the Pandemic’s Lasting Impact,” *ABA Tort Trial & Insurance Practice Section, 2022 Motor Vehicle Product Liability Litigation Conference*, April 2022.

Presenter, “Class Damages,” *AAJ Class Action Litigation Group*, June 2020.

Co-Author, “Recent Decision Highlights the Importance of Early Discovery in Arbitration,” *Daily Journal*, May 2019.

Presenter, “Article III Standing in Data Breach Litigation,” AAJ Class Action Seminar, December 2018.

Presenter, “Determining Damages in Class Actions,” *Class Action Mastery Conference*, HB Litigation, May 2018.

Presenter, “Mass Torts and Class Actions: The Latest and Greatest, Update on Class Action Standing” *56th Annual Consumer Attorneys of California Convention*, November 2017.

Author, Third Circuit Crystallizes Post-Spokeo Standard, *Impact Fund Practitioner Blog*, July 2017.



Steven Tindall Partner

Steven Tindall represents employees seeking fair pay and just treatment in individual, representative, and class action lawsuits against employers. His cases involve allegations of misclassification, discrimination, sexual harassment, wrongful termination, retaliation, WARN Act, and ERISA violations. He has 25 years of experience representing employees in a variety of industries, including tech, gig economy, financial services, construction, transportation, and private education. Steven also represents consumers in class action litigation and individuals in mass tort personal injury lawsuits. He has been honored twice with the Daily Journal’s California Lawyer Attorney of the Year (“CLAY”) award: in 2023 for his involvement and success at trial against the City of San Diego on behalf of single-family residential customers challenging San Diego’s unconstitutional water rates, and in 2019 for his work litigating before the California Supreme Court on behalf of low-income borrowers challenging CashCall’s lending practices.

Steven clerked for Hon. Judith N. Keep of the United States District Court for the Southern District of California and for Hon. Claudia Wilken of the U.S. District Court for the Northern District of California. Prior to joining Gibbs Mura, he was a partner at Rukin Hyland Doria & Tindall, and at Lief Cabraser Heimann & Bernstein. At Rukin Hyland and Lief Cabraser, he focused on plaintiffs’ class action litigation in the fields of wage and hour and other employment law, antitrust, and consumer protection. Steven also litigated multiple mass tort personal injury and toxic tort cases.

Steven received his B.A. degree in English Literature from Yale University, graduating *summa cum laude*, Phi Beta Kappa, and with distinction in his major. He earned his J.D. degree from the University of California, Berkeley, School of Law in 1996. While at Berkeley Law, Steven co-directed the East Bay Workers’ Rights Clinic.

Litigation Highlights

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Steven was instrumental in challenging San Diego’s asserted justifications for its unconstitutional water rates. The case is currently on limited remand in San Diego Superior Court.

Key member of the litigation team achieving a verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is also on limited remand.

Breach of Contract – As co-lead counsel, Steven helped recover over \$29 million on behalf of hundreds of employees in a class action lawsuit involving breach of contract claims against a global consulting company.

Retirement Benefits – Represented retirees whose retirement benefits were slashed after a corporate spinoff. The litigation resulted in a \$9 million recovery paid out to class members.

Gig Economy – Represents thousands of individual clients in multiple gig economy cases alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws.

Consumer Loans – Represents over 100,000 borrowers in a certified class action lawsuit against online lender, CashCall, alleging that they preyed on low-income borrowers through high-interest-rate loans. Steven was part of the litigation team that achieved a ruling from the Trial Court awarding \$245 million in restitution for class members, which defendant may appeal. Previously, Steven had helped achieve a unanimous ruling from the CA Supreme Court regarding the possible unconscionability of the loan contracts involved in the case.

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Practice Emphasis

Education

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magna cum laude,
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Admissions

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Awards & Honors

Best Lawyers in America, Employment Law – Individuals (2026)
California Lawyer Attorney of the Year (CLAY) Award (2023, 2019)
Northern California Super Lawyers (2009-2025)

Publications & Presentations

Presenter, “When to Consider a Mass Arbitration, What to Expect and How to Reach a Successful Conclusion,” California Employment Lawyers Association (CELA) Advanced Wage & Hour Seminar, April 25, 2025.

Presenter and Panelist, “Arbitrating Wage and Hour Cases from Start to Finish,” California Employment Lawyers Association (CELA) Annual Conference, September 30, 2023.

Co-Author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 24, 2020.

Presenter, “Damages & Penalties in Exemption and Misclassification Cases,” Bridgeport Independent Contractor, Joint Employment Misclassification Litigation Conference, July 26, 2019.

Contributor, “Can Interest Rates be Unconscionable?” Daily Journal Appellate Report Podcast, July 6, 2018.

Co-Author, “Epic Systems and the Erosion of Federal Class Actions,” Law360 Expert Analysis, July 5, 2018.

Co-Author, “Senate Should Reject Choice Act and Its Payday Free Pass,” Law360 Expert Analysis, July 12, 2017.

Presenter, “Understanding and Litigating PAGA Claims,” Bridgeport Continuing Legal Education, March 3, 2017.

Contributing Author, California Class Actions Practice and Procedure, Matthew Bender & Co., Inc., 2006

Author, *Do as She Does, Not as She Says: The Shortcomings of Justice O’Connor’s Direct Evidence Requirement in Price Waterhouse v. Hopkins*, Berkeley Journal of Employment and Labor Law, 17, No. 2, 1996.



Amy Zeman | Partner

Amy’s tenacious trial advocacy in class actions and mass torts ensures her clients’ voices are heard and respected. She led a multi-million-dollar Ponzi Scheme class action through a four-week trial against Umpqua Bank, ultimately securing a \$55 million settlement on behalf of defrauded investors. Amy also achieved a \$14.975 million dollar jury verdict as co-lead trial counsel on behalf of Pacific Fertility Center patients whose genetic material was destroyed in a catastrophic cryo-preservation tank failure; the Washington Post hailed the outcome as “a historic verdict.” And Amy’s work led to a \$73 million settlement from UCLA on behalf of sexual assault survivors who brought claims against gynecologist Dr. James Heaps. Her tenacious style has delivered outstanding results and justice to consumers, victims of personal injuries, and sexual assault survivors in class action and mass tort litigation.

Lawdragon has selected Amy to both its Leading Plaintiffs Consumer Lawyer and Leading Plaintiff Financial Lawyer lists for 2025, and she was previously honored as one of the Top Women Lawyers in California by the Daily Journal in 2023. Amy has previously served in leadership roles for the American Association for Justice’s Class Action and Qui Tam Litigation Groups.

As a leader of the firm’s whistleblower attorney practice group, Amy represents the first-to-file relator in *U.S. ex rel. Ronda Osinek v. Kaiser Permanente, et al.*, which led to an historic \$556 million settlement from Kaiser Permanente in January of 2026, described as the largest False Claims Act recovery in the history of the Medicare Advantage program by Law360.

Amy is a distinguished litigator in consumer protection and mass injury matters. She represented service members injured by 3M’s Combat Arms earplugs in the largest multi-district proceeding in U.S. history. She has litigated successful class actions on behalf of Nissan Altima owners, Ducati motorcyclists, Chase Bank credit card holders, and more. She has also represented individuals harmed by the chemotherapy drug Taxotere (docetaxel), by transvaginal mesh, the birth control medications Yaz and Yasmin, the diabetes drug Actos, and the antipsychotic medication Risperdal.

Prior to attending law school, Amy pursued a career in the financial sector, serving as the Accounting and Compliance Manager for the Marin County Federal Credit Union for almost seven years. Amy was a spring 2010 extern for the Honorable Marilyn Hall Patel of the United States District Court, Northern District of California. She received her J.D. magna cum laude from the University of California at Hastings and her two B.A. degrees summa cum laude from the University of Missouri.

Litigation Highlights

Camenisch v. Umpqua Bank – Amy served as lead trial counsel in a four-week jury trial on behalf of over 1,200 class members who alleged that Umpqua Bank (now known as Columbia Bank) aided and abetted a fraudulent investment scheme by Professional Financial Investors (PFI). Plaintiffs argued that PFI ran a fraudulent scheme that used investor money to personally benefit PFI’s executives, including its principals Ken Casey and Lewis Wallach, pay other investors, and cover recurring shortages across its dozens of accounts at Umpqua. Ultimately, the jury could not reach a unanimous decision, and the court declared a mistrial. The parties reached a \$55 million settlement weeks later, and the Court granted final approval on September 11, 2025. Judge P. Casey Pitts, who oversaw the trial, called the settlement an “excellent” outcome for the class.

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Practice Emphasis

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Education

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summa cum laude

Awards & Honors

Lawdragon 500 Leading
Plaintiff Financial Lawyers

Lawdragon 500 Leading
Plaintiff Consumer Lawyers

Top Women Lawyers in
California D r

Winning Litigators Finalist,
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Product Liability MVP,

Top Plaintiff Lawyers in
California D r

Northern California Super
Lawyer Rising
Star

Admissions

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Pacific Fertility Center Litigation – Amy served as co-lead trial counsel in a three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco’s Pacific Fertility Center in 2018. The jury found the cryogenic tank manufacturer, Chart Inc., liable on all claims, and awarded \$14.975 million in aggregate damages to the five plaintiffs. Amy led the Gibbs Mura team, which first filed the lawsuit in March 2018 with co-counsel, and represented dozens of PFC patients whose frozen eggs and embryos were harmed or destroyed as a result of the tank failure. The 2021 trial was to be the first of over 30 trials in the consolidated litigation and led to a significant aggregate settlement that resolved hundreds of cases pending in federal and state court.

A.B. v. The Regents of the University of California – Amy served as plaintiffs’ counsel representing patients of former UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging assault, abuse, and sexual harassment against both Dr. Heaps and UCLA. The litigation resulted in a \$73 million dollar settlement to compensate over 5,500 women who received treatment from Dr. Heaps, as well as mandatory reforms to UCLA’s patient safety measures. The settlement received final approval in July 2021.

Kaiser Medicare Qui Tam Litigation – Amy and Gibbs Mura filed a qui tam lawsuit on behalf of a relator stating whistleblower allegations that Kaiser Permanente overcharged Medicare through improper diagnostic coding. On July 31, 2021, the Attorney General’s office and the Department of Justice elected to intervene in this litigation, and it was brought out from under seal into the public record. Kaiser Permanent agreed to pay \$556 million to settle the lawsuit in January 2026.

Sanborn, et al. v. Nissan North America, Inc. – appointed as class counsel with Eric Gibbs and others. Obtained a settlement 11 days before trial was set to begin on claims that the dashboards in certain Nissan vehicles were melting into a shiny, sticky surface that produced a dangerous glare. The settlement allowed class members to obtain a \$1500-\$2000 dashboard replacement for just \$250, or equivalent reimbursement for prior replacements.

Chase Bank U.S.A., N.A. “Check Loan” Contract Litigation – key member of the litigation team in this multidistrict case alleging that Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. The litigation resulted in a \$100 million settlement eight weeks prior to trial.

Sugarman v. Ducati North America, Inc., - represented Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles’ fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, “The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court’s opinion, counsel obtained an excellent result for the class.”

Professional Affiliations

American Association for Justice - Co-Vice Chair of the Class Action Litigation Group; Past Co-Chair of the Qui Tam Litigation Group; Member of the Women Trial Lawyers Caucus Consumer Attorneys of California

Select Publications & Presentations

Presenter, “Fighting the Sealing of Settlements,” AAJ Annual Convention, July 2023.

Presenter, “Trial Skills Workshop: Strategies for Cross Examination,” CAOC Sonoma Seminar, March 2023.

Presenter, “Fees in Class Action Cases,” and “Qui Tam Case Strategies,” Mass Tort Med School and Class Action Conference, March 2017.

Presenter, “Claims-processing in Large and Mass-Tort MDLs,” Emerging Issues in Mass-Tort MDLs Conference, Duke University, October 2016.



Brian Bailey Of Counsel

Brian represents clients harmed by corporate misconduct in complex litigation including employment discrimination, personal injury, and consumer protection cases. He represents employees and consumers in our cases against Honda, IBM, Amazon, and PG&E. Brian was an integral member of the team that secured \$1.5 billion in compensation for over 6,000 survivors of utility-caused wildfires in Northern California, and he currently represents survivors of the Eaton Fire in Los Angeles.

Prior to joining the firm, Brian worked at the Federal Labor Relations Authority in Dallas, Texas where he conducted investigations on federal unfair labor practices and coordinated federal union elections. Previously, Brian represented a high volume of disabled individuals in administrative hearings.

Brian is a 2016 graduate of Texas A&M University School of Law, where he served as the president of the TAMU Black Law Student Association. During law school, he interned for the Honorable Justice Ken Molberg when he was District Judge at the 95th Texas Civil District Court and served as a research assistant for Professors Michael Z. Green and Sahar Aziz. Prior to law school, Brian worked as an international flight attendant at United Airlines and volunteered as an Occupational Injury Representative at the Association of Flight Attendants, Local Council 11 in Washington D.C.

Education
M.D.
with honors
Admissions

Awards & Honors

The National Black Lawyers, Top 100
AAJ Leadership Academy – Graduate, Diversity & Inclusion Committee, Class of 2022

Professional Affiliations

American Association for Justice: Diversity, Equity, Inclusion, & Accessibility Committee;
Membership Oversight Committee; Minority Caucus, Member Committee Co-Chair;
LGBT Caucus
Shades of Mass, Board Member
L. Clifford Davis Legal Association
The International Legal Honor Society of Phi Delta Phi
The American Constitution Society for Law & Policy
Texas Young Lawyers Association
State Bar of Texas: African-American Lawyers (AALS), Consumer and Commercial Law,
Labor and Employment Law, LGBT Law

Presentations and Articles

Presenter, “Broadening the Pathway: Implementing Hiring Efforts to Reach Underserved Communities,” National Consumer Law Center (NCLC) Consumer Rights Litigation Conference and Class Action Symposium, October 2024.

Presenter, “A Movement to Defend, Avoiding Exclusionary Hiring Practices,” American Association for Justice (AAJ) Annual Convention, July 2024.



Aaron Blumenthal Counsel

Aaron Blumenthal represents employees, whistleblowers, and consumers in complex and class action litigation. He is a member of our California whistleblower attorney practice group.

Aaron attended law school at the University of California, Berkeley, where he graduated *Order of the Coif*, the highest level of distinction. While in law school, Aaron wrote an article about class action waivers that was published by the California Law Review, one of the top law reviews in the country. He also served as a research assistant to Professor Franklin Zimring, who described Aaron in the acknowledgements section of one of his books as a “statistical jack-of-all-trades.”

Litigation Highlights

In Re Anthem, Inc. Data Breach Litigation – represented consumers whose personal information was impacted by the Anthem data breach, which was announced in 2015 as affecting nearly 80 million insurance customers. The case resulted in a \$115 million settlement, which offered extended credit monitoring to affected consumers.

LLE One v. Facebook – key member of the litigation team representing video advertisers in a putative class action against Facebook alleging that the company inflated its metrics for the average time users spent watching video ads, causing the plaintiffs to spend more for video advertising on Facebook than they otherwise would have.

JPMorgan Chase Litigation – represented a class of mortgage borrowers against JPMorgan Chase, alleging that the bank charged them invalid "post-payment interest" when they paid off their loans. The case resulted in an \$11 million settlement.

Awards & Honors

Rising Star, Northern California Super Lawyers, 2018-2025

Presentations and Articles

Presenter, “Impact of the Viking River Cruises Ruling on PAGA and Mass Arbitrations,” Simpluris Podcast, October 2022

Author, “Why Justices’ PAGA Ruling May Not Be Real Win For Cos.,” Law360 Employment Authority, July 2022

Co-author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 2020

Co-author, “In the Breach,” Trial Magazine, American Association for Justice, September 2017

Author, “Winning Strategies in Privacy and Data Security Class Actions: The Plaintiffs’ Perspective,” Berkeley Center for Law & Technology, January 2017

Author, “Circumventing Concepcion: Conceptualizing Innovative Strategies to Ensure the Enforcement of Consumer Protection Laws in the Age of the Inviolable Class Action Waiver,” 103 Calif. L. Review 699, 2015

Author, “Religiosity and Same-Sex Marriage in the United States and Europe,” 32 Berkeley J. Int’l. L. 195, 2014.

Education
 Order of the Coif,
 Phi Beta
 Kappa,
 Admissions



Spencer Hughes Counsel

Spencer represents consumers against corporations in all stages of litigation. He is experienced in both trial-level and appellate litigation, frequently briefing and arguing novel questions of law across the country.

Spencer is experienced in complex class actions involving automobile defects, financial misconduct by banks and cryptocurrency institutions, and other fraud and consumer protection actions.

Spencer practiced at a plaintiffs' class action boutique and one of the largest litigation firms in the world prior to joining Gibbs Mura. He has represented a U.S. Senator in the Supreme Court and argued multiple times in federal appeals court.

Before entering private practice, Spencer clerked for the Honorable Gerald Bard Tjoflat on the U.S. Court of Appeals for the Eleventh Circuit. He is a graduate of Duke University School of Law and Iowa State University.

Litigation Highlights

Cadena v. American Honda Motor Co. – Represents class of consumers who purchased Honda vehicles in action about automatic emergency braking systems. Spencer briefed summary judgment and motions to exclude Honda's expert testimony. After Spencer's argument in court, Honda voluntarily withdrew its experts' testimony.

In re J&J Investment Litigation – Represented class of investors victimized by a Ponzi scheme operated through accounts held at Wells Fargo Bank. Spencer worked with banking industry expert witnesses and briefed novel legal questions to defend against summary judgment.

In re PNC Cash Sweep Programs Litigation – Represents plaintiffs in litigation arising from the interest rates paid to PNC consumers in cash-sweep brokerage accounts. Spencer defended against PNC's motion to dismiss the complaint.

Murthy v. Missouri – Represented United States Senator as amicus curiae to the Supreme Court of the United States, arguing to protect the U.S. intelligence community's ability to counter foreign malign influence in our elections.

Awards & Honors

Rising Star, Super Lawyers, 2023-2024

Professional Affiliations

American Association for Justice

Presentations and Articles

Co-author, "Tools To Fight Delay From Arbitrability Appeals After Coinbase," Law360, August 2023

Education

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Parker Hutchinson Counsel

Parker Hutchinson represents plaintiffs in class actions and other complex litigation, with extensive practice in the field of prescription drug product liability. Parker currently represents clients in multi district litigation including servicemembers who suffered hearing loss or tinnitus from defective 3M ear plugs and cancer survivors who suffered permanent disfiguring hair loss from the chemotherapy drug Taxotere. Prior to joining Gibbs Mura, Parker wrote extensive briefing *In re Taxotere* as a member of the Plaintiffs' Law & Briefing Committee. In his appellate advocacy work, Parker has also achieved an expansion of the definition of "adverse employment action" under Title VII in an issue of first impression.

Parker is a 2009 graduate of Columbia Law School, where he was a leader at the Columbia Journal of European Law. During law school, Parker was a judicial extern with the Honorable Stanwood Duval, Jr. of the Eastern District of Louisiana. Before law school, Parker worked as a congressional staffer, a musician, and a writer. He involved himself closely in New Orleans's recovery following Hurricane Katrina, including the resurrection of progressive community radio station WTUL. He received his undergraduate degree, *cum laude*, from Tulane University in 2004.

Professional Affiliations

American Association for Justice
Louisiana State Bar Association
National Civil Justice Institute

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Rosanne Mah | Counsel

Rosanne L. Mah represents consumers in complex class action litigation involving deceptive and misleading practices, false advertising, and defective products. She also represents survivors of childhood sexual abuse in Boy Scouts Sexual Abuse Litigation and in New Orleans Catholic Church Sexual Abuse Litigation.

Rosanne is integrally involved in client relations, including communicating with class members, through all stages of the litigation process, from intake to settlement.

Rosanne has over 15 years of experience in providing the highest level of legal representation to individuals and businesses in a wide variety of cases. Throughout her legal career she has specialized in consumer protection, defective products, cybersecurity, data privacy, and employment law at several law firms, as well as through her own practice. Rosanne attended the University of San Francisco, School of Law, during which she was a judicial extern with the Honorable Anne Bouliane of the San Francisco Superior Court. During law school, she advocated for tenants facing housing issues, including eviction and habitability problems.

She is a member of the California Bar and is admitted to practice before the United States Court of Appeals for the Ninth Circuit and the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California.

Awards & Honors

Outstanding Volunteer in Public Service Certificate, *Debt Defense and Education Clinic for the Bar Association of San Francisco's Volunteer Legal Services Program* (2010-2011)

Presentations and Articles

Panelist, "Ethical Issues in Mass & Class Actions – Representation Challenges and Responsibilities," Legal Ethics Committee of the San Francisco Bar Association, September 11, 2025.

Litigation Highlights

Vallin v. PNC Investments, LLC, et al. – Member of interim class counsel representing PNC current and former customers with brokerage accounts, advisory accounts, and retirement accounts who had cash deposits or balances in the PNC cash sweep program. Plaintiffs claim that PNC pays unreasonably low interest rates to customers in its cash sweep program while generating massive profits for themselves.

Biederman, et al. v. FCA US LLC, et al. – Represents current and former Ram truck owners and lessors with model years 2013 to 2018 Ram 2500 and Ram 3500 trucks equipped with a Cummins 6.7-Liter diesel engine. Plaintiffs allege that FCA US and Cummins together designed, manufactured, and sold 2013-2023 Ram 2500 and 3500 diesel trucks with undisclosed and unauthorized emission control devices that illegally bypass, render inoperative, or otherwise reduce the effectiveness of the vehicles' emission control system.

In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation – Represented consumers alleging that Midwestern Pet Food sold dog food containing dangerous levels of Aflatoxin and Salmonella that was harmful to pets. Judge Matthew P. Brookman granted final approval of a nationwide class action settlement providing for a common fund of \$6.3 million to compensate purchasers of the recalled pet food products for pet injury claims and consumer food purchaser claims.

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Practice Emphasis

Education

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Karen Barth Menzies Of Counsel

Karen is a nationally recognized mass tort attorney with more than twenty years of experience in federal and state litigation. Courts throughout the country have appointed Karen to serve in leadership positions including Lead Counsel, Liaison Counsel and Plaintiff Steering Committee in some of the largest pharmaceutical and device mass tort cases. Karen currently serves in leadership positions in the Taxotere Litigation (federal court), Zolof Birth Defect Litigation (federal and California state courts), Transvaginal Mesh Litigation (federal and California state courts), Fosamax Femur Fracture Litigation (California state court), Lexapro/Celexa Birth Defect Litigation (Missouri state court).

Karen is particularly focused on women’s health issues and sexual abuse claims, including a current Boy Scouts of America sexual abuse lawsuit investigation involving claims of abuse by scoutmasters, troop leaders and other adults affiliated with the Boy Scouts of America. She also represents women suffering permanent baldness following breast cancer chemotherapy treatments with Taxotere, and children who experienced severe side effects after taking the widely prescribed medication Risperdal. Karen believes in advocating for the victims who’ve been taken advantage of, and helping to ensure drug safety in the face of profit-driven corporations that hide the risks of their products. She has testified twice before FDA advisory boards as well as the California State Legislature on the safety concerns regarding the SSRI antidepressants and the manufacturers’ misconduct. She has also advised victim advocacy groups in their efforts to inform governmental agencies and legislative bodies of harms caused by corporations.

Karen frequently publishes and presents on issues involving drug safety, mass tort litigation, FDA reform and federal preemption for both legal organizations (plaintiff and defense) and medical groups.

Awards & Honors

- AV Preeminent*® Peer Review Rated by Martindale-Hubbell
- Best Lawyers in America, Personal Injury Litigation (2013, 2018, 2021-2023)
- Individual Recognition Chambers USA: Product Liability Plaintiffs (2020)
- Southern California Super Lawyer (2004-2023)
- Lawyer of the Year by *Lanier’s Weekly USA* (2004)
- California Lawyer of the Year by *California Lanier* magazine (2005)
- Consumer Attorney of the Year Finalist by CAOC (2006)

Professional Affiliations

- American Association for Justice, Co-Chair, Taxotere Litigation Group
- Consumer Attorneys of California
- Consumer Attorneys of Los Angeles
- American Bar Association (appointed member of the Plaintiffs’ Task Force)
- Women En Mass
- The Sedona Conference (WG1, Electronic Document Retention and Production)
- The National Trial Lawyers
- National Women Trial Lawyers Association
- LA County Bar Association
- Women Lawyers Association of Los Angeles
- Public Justice

Select Publications & Presentations

Author, “Prepping for the Prescriber Deposition,” Trial Magazine, American Association for Justice, January 2020.

Presenter, “Deposing the Treating/ Prescribing Physician, Learned Intermediary, the One Potentially Fatal Fact Witness,” American Association for Justice Convention: Discovery and Litigation Strategies for Drug and Device Cases, February 2019.

Presenter, “A Funny Thing Did Happen on the Way to the Forum: Navigating the New Landscape of Personal Jurisdiction Challenges,” ABA Section of Litigation 2019 Environmental & Energy, Mass Torts, and Products Liability Litigation Committees’ Joint CLE Seminar, March 2018.

Presenter, “Federal and State Court Coordination of Mass Tort Litigation: Navigating State Court vs. Multidistrict Litigation, Mass Torts Made Perfect Conference, October 2018.

Presenter, “Taxotere Litigation: Federal MDL 2740, New Orleans and State Court Jurisdictions, Mass Torts Made Perfect Conference, October 2018.

Presenter, “505(b)(2) Defendants – The Non-Generic Alternative; Social Media and Support Groups; Settlement Committees,” AAJ Section on Torts, Environmental and Product Liability (STEP): On the Cutting Edge of Torts Litigation, July 2018.

Presenter, “Location, Location, Location Part II: State Court Consolidations,” AAJ Mass Torts Best Practices Seminar, July 2017.

Presenter, “Personal Jurisdiction in Mass Torts and Class Actions: Bristol-Myers Squibb Co. v. Superior Court (Cal. 2016),” Mass Torts Judicial Forum with Judge Corodemus and JAMS, April 2017.

Author, “Bringing the Remote Office Closer,” Trial Magazine, American Association for Justice, March 2017.



Ashleigh Musser Counsel

Ashleigh represents consumers and employees in class actions and mass arbitration involving consumer protection and employment law. She litigates complex cases involving misclassification, discrimination, and wage and hour claims brought under state law, including under the Private Attorneys General Act (PAGA). She currently represents thousands of gig economy workers in legal actions alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws. Ashleigh is a proficient Spanish speaker and has experience representing and working with Spanish-speaking clients.

Ashleigh previously worked at a litigation firm in San Francisco, representing clients in criminal and civil proceedings, with an emphasis in personal injury, real estate, and wrongful death claims. More recently, she counseled and represented plaintiffs in individual and representative labor and employment matters at a boutique law firm in San Francisco. She has extensive experience protecting the rights of employees in cases involving California Labor Code violations, California Family Rights Act violations, and violations of the California Fair Employment and Housing Act, which includes representing plaintiffs with sexual harassment, disability and pregnancy discrimination, and retaliation claims.

Ashleigh is a 2014 graduate of Seattle University School of Law, where she served as the treasurer of the Moot Court Board, and as a chair of the International Law Society. During her time in law school, Ashleigh externed at the AIDS Legal Referral Panel of San Francisco, and subsequently volunteered as a licensed lawyer, where she represented clients facing eviction, and researched issues including the impact lump sum payments have on Section 8, the Housing Choice Voucher Program. As a law student, Ashleigh studied abroad at the University of Witwatersrand in Johannesburg, South Africa, focusing on how businesses adversely impact human rights, primarily in African countries. Ashleigh further diversified her legal experience by becoming a licensed to practice intern in Washington State, allowing her to practice law as a law student for the City Prosecutor’s Office. In this role, she had to balance defending the City with the rights of the individuals that came before her in court.

Awards & Honors

Rising Star, Northern California Super Lawyers (2021-2025)

Professional Affiliations

California Employment Lawyers Association
 San Francisco Trial Lawyers Association

Presentations and Articles

Author, “The Estrada decision on review: What to do with “unmanageable” PAGA claims?”
 Daily Journal, July 2022

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Education

Admissions



Yusuf Al-Bazian Associate

Yusuf represents clients in class actions, mass torts, and personal injury cases. His primary practice areas include securities and shareholder litigation, financial fraud, and consumer protection.

In addition to his work representing plaintiffs in complex litigation at Gibbs Mura, Yusuf holds leadership positions and is engaged in initiatives to increase access to civil justice nationwide. He currently serves on the board of the San Francisco Bay Area Chapter of the National Lawyers Guild (NLG), as well as the Access to Justice Committee of Public Justice.

During law school Yusuf co-founded The National Plaintiffs' Law Association (NPLA), an organization leading the effort to increase plaintiff-side presence and job opportunities across the country. He competed on the UC Law San Francisco trial team and was president of the Muslim Law Student Association.

Prior to law school, Yusuf studied Rhetoric and French at UC Berkeley, and worked in personal injury law, handling catastrophic injury claims on behalf of plaintiffs in California and Georgia.

Professional Affiliations

- Public Justice, Access to Justice Committee
- National Lawyers Guild, San Francisco Bay Area Chapter, Board Member
- American Association for Justice
- National Plaintiffs' Law Association
- San Francisco Trial Lawyers Association
- Federal Bar Association

Presentations and Articles

Presenter, "Diversity in the Plaintiffs' Bar," UC Berkeley Law, Plaintiffs' Law Association, LSAD, and WOCC+, October 23, 2025.

Presenter, "Broadening the Pathway: Implementing Hiring Efforts to Reach Underserved Communities," National Consumer Law Center's Consumer Rights Litigation Conference and Class Action Symposium, October 26, 2024.

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Emily Beale Associate

Emily Beale represents investors and consumers harmed by financial fraud and corporate misconduct in class actions.

Emily has worked on cases involving Ponzi schemes and fraudulent investments in all facets of litigation, delivering excellent results. She has managed and assisted with a range of complex fact and expert discovery. Emily prides herself on her attention to detail in complex matters. Outside of litigation, Emily is passionate about educating law students on the opportunities the plaintiffs’ bar provides.

Prior to joining Gibbs Mura, Emily clerked for the Honorable Benjamin H. Settle in the Western District of Washington.

Emily graduated Seattle University School of Law *summa cum laude* and first in her class. While in law school, she served as Managing Editor for the Seattle University Law Review and on the Moot Court Board.

Litigation Highlights

Todd Benjamin International, Ltd. v. Grant Thornton International – Class counsel for investors in TCA Global Credit Master Fund L.P. and its feeder funds. The investors alleged that the funds’ management inflated assets and earnings, and that the funds’ auditors knew about the overstatement but failed to take appropriate action. After multiple years of litigation, Gibbs Mura helped secure settlements of \$26.5 million for investors. At the hearing granting final approval on May 20, 2025, Judge Scola thanked counsel for their “excellent work in the case.”

In re J&J Investment Litigation – Member of interim co-lead counsel representing hundreds of victims of Matthew Beasley’s Ponzi scheme in a proposed class action against Wells Fargo for allegedly aiding and abetting the fraud.

Vallin v. PNC Investments LLC – Member of interim class counsel representing customers against PNC for depositing brokerage clients’ uninvested cash into cash sweep accounts paying unreasonably low interest rates while generating massive profits for themselves.

Presentations and Articles

Author, “Unfair-but-not-Deceptive: Confronting the Ambiguity in Washington State’s Consumer Protection Act,” 43 Seattle U. L. R. 1011 (2020)

Education

Seattle University School of Law
D *summa cum laude*,

Admissions



Delaney Brooks Associate

Delaney Brooks represents plaintiffs in class action lawsuits, primarily in cases involving unfair business practices and defective products.

Delaney has helped achieve class certification in highly contested cases, representing hundreds of thousands of consumers from states around the country. She is also an experienced oral advocate and has taken a lead role in arbitration proceedings. Delaney has extensive experience working with expert witnesses, especially damages experts, helping defend the experts' work through motion practice and depositions. Delaney also prioritizes her close relationships with clients, helping steer the clients toward successful results.

Delaney graduated from the University of California, Berkeley, School of Law in 2022. While at Berkeley Law, Delaney was a member of the Moot Court, participated in several pro bono projects, and served as a judicial extern for the Honorable William H. Alsup, Northern District of California.

Litigation Highlights

GreenSky Litigation – Represents consumers who took out loans for home maintenance repairs and were charged allegedly unlawful fees by GreenSky, Inc.

Destination Fees Litigation – Represents vehicle owners from 13 states who overpaid when they purchased new vehicles because FCA inflated its delivery fees to include extra profit.

Porsche PCM Malfunction Litigation – Represented Porsche owners whose vehicles received a software update that allegedly damaged the vehicles' infotainment systems. The Honorable Mark H. Cohen granted final approval to a nationwide class action settlement that included cash reimbursements of up to \$7,500 per class member.

Professional Affiliations

California Lawyers Association, Antitrust and Unfair Competition Law Section

Presentations and Articles

Presenter, "Junk Fees in Auto Sales and Finance," National Consumer Law Center's Class Action Symposium, October 2025.

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Sadie Hillier Associate

Sadie is passionate about protecting clients’ rights and holding corporations accountable. She represents consumers primarily in class action lawsuits with a special emphasis on privacy and data breach litigation.

Prior to joining Gibbs Mura, Sadie spent two years as an Assistant Federal Public Defender representing indigent clients on death row in late-stage federal appeals. She then transitioned to civil law, representing clients in a variety of civil rights cases centered on reproductive rights, First Amendment, police brutality, LGBTQ rights, and the right to privacy.

Sadie graduated from Harvard Law School in 2020. While in law school, she was heavily involved with and served as the Executive Director of the Harvard Prison Legal Assistance Project, where she spent three years advocating for the rights of incarcerated people in disciplinary and parole hearings, through policy advocacy with the Massachusetts legislature, and in civil rights lawsuits. Sadie was also on the board of the Harvard Civil Rights—Civil Liberties Law Review, served as President of HLS Child & Youth Advocates, and completed a variety of public interest internships and externships, including at the Civil Rights Division of the Department of Justice, Civil Rights Corps, and the Orange County (California) Public Defender. At the Orange County Public Defender, Sadie worked on the case that ultimately made public the fact that Global Tel Link (GTL), the nation’s largest jail and prison phones vendor, had a history of nationwide system problems causing it to illegally record thousands of attorney-client phone calls.

Professional Affiliations

The LGBTQ+ Bar
American Bar Association, Privacy and Data Security Committee
Dallas LGBT Bar Association

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Hanne Jensen Associate

Hanne represents consumers in class action and complex litigation, with particular focuses on unfair business practices, products liability, constitutional issues, and privacy law.

Hanne graduated from the University of California, Berkeley, School of Law in 2020. During her time at Berkeley Law, Hanne served as editor of three law journals, including as Senior Notes Editor of the *California Law Review*, co-Editor-in-Chief of the *Berkeley Journal of Gender, Law & Justice*, and Executive Editor of the *Berkeley Journal of Employment & Labor Law*. She also dedicated pro bono time to the Consumer Advocacy & Protection Society and Center for Consumer & Economic Justice. Before joining Gibbs Mura, Hanne clerked for U.S. District Judge Miranda M. Du of the District of Nevada in her beautiful hometown of Reno.

Hanne received degrees in English and Philosophy *magna cum laude* from Whitman College, where she was a member of Phi Beta Kappa, and served as editor-in-chief of two literary magazines. She then worked as a English Teaching Assistant in Germany before attending law school.

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Litigation Highlights

In re: Meta Pixel Healthcare Data Privacy Litigation – Key member of the litigation team representing millions of patients in a proposed consolidated class action whose sensitive health information was allegedly collected and shared without their consent.

In re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation – Key member of the multi-district consolidation of lawsuits against Instagram, Facebook, Snapchat, TikTok, and YouTube. Hanne works with Andre Mura and the MDL team on a wide range of responsibilities, including law and briefing, discovery, and liability as to the TikTok defendants.

Professional Affiliations

American Association for Justice
Bay Area Lawyers for Individual Freedom

Presentations and Articles

Presenter, “Data Privacy and Data Broker Class Actions: Strategies and Insights,” National Consumer Law Center’s Class Action Symposium, October 27, 2024.



Anna Katz Associate

Anna represents plaintiffs in class action and complex litigation involving corporate wrongdoing and financial fraud.

Anna attended law school at the University of California, Berkeley, School of Law, where she graduated *Order of the Coif* in 2023. While in law school, Anna served as an Editor for the California Law Review and on the Editorial Board of the Berkeley Journal of Gender, Law, and Justice. Anna also worked to build enthusiasm for plaintiff-side practice as the Career Development Director of Berkeley Law's new Plaintiff's Law Association. For her dedication to public interest work involving reproductive justice, workers' rights, and indigent defense, Anna earned pro bono honors with distinction and a Public Interest and Social Justice Certificate. Anna also served as a research assistant for Professor Jonathan Glater's research on unfair corporate practices and predatory student debt.

Anna received her undergraduate degree, *magna cum laude* and Phi Beta Kappa, from Duke University, with majors in African and African American Studies and Global Health. Prior to law school, Anna was a reproductive health researcher in Oakland.

Education

Order of the Coif
magna cum laude

Admissions

Professional Affiliations

American Association for Justice
Public Justice



Jeff Kosbie Associate

Jeff Kosbie represents workers and consumers in class actions and other complex lawsuits involving data breaches and consumer privacy, employment law, and other corporate misconduct. He previously worked as a staff attorney in the United States Court of Appeals for the Ninth Circuit (2017-2018) and served as a Multidistrict Litigation Law Clerk to the Judges Lucy Koh, Beth Freeman, and Edward Davila of the Northern District of California (2018-2019).

Jeff serves as Treasurer of Bay Area Lawyers for Individual Freedom (“BALIF”), the nation’s oldest association of lesbian, gay, bisexual and transgender (LGBTQI) persons in the field of law, and he is on the board of the BALIF Foundation. He was also selected to serve on the California Lawyers Association Litigation Section Executive Committee. He has published multiple articles in law reviews related to the history of LGBTQ rights. Jeff is a 2015 graduate, *magna cum laude*, of Northwestern University School of Law and Northwestern University Graduate School where he received a J.D. and a Ph.D. in Sociology. While in law school, Jeff served as an Articles Editor of the Northwestern Journal of Law and Social Policy. He received his undergraduate degree, *summa cum laude*, *Phi Beta Kappa*, in Sociology from Brandeis University in 2006.

Education

magna cum laude,

summa cum laude, *Phi Beta Kappa*,

Admissions

Awards & Honors

- Best Lawyers in America: Ones to Watch, 2023-2026
- Rising Star, Northern California Super Lawyers, 2021-2025
- Best LGBTQ+ Lawyers Under 40, LGBT Bar Association, 2021
- Unity Award, Minority Bar Coalition, 2019

Professional Affiliations

- American Association for Justice
- Bay Area Lawyers for Individual Freedom, Former Co-chair, Former Treasurer
- BALIF Foundation, Former Treasurer
- California Lawyers Association, Litigation Section Executive Committee Advisor
- Consumer Attorneys of California
- Bar Association of San Francisco, Finance Committee; Justice and Diversity Center, Board Member

Select Presentations and Articles

Presenter, “Navigating Complex Diversity, Equity and Inclusion Issues in a Rapidly Changing Environment”; Organizer, “Core Skills: Jury Selection”; CLA Litigation & Appellate Summit, May 2023.

Presenter, “An Important Discussion re Civil Rights: Racism, Diversity, Equity, and Inclusion while Surviving COVID-19,” California Lawyers Association Litigation and Appellate Summit, May 2021.

Presenter, “LGBTQ+ Employment Discrimination Claims in Practice,” BALIF CLE Series, February 2021.

Author, “Overdue Protection for LGTBQ Workers,” Trial Magazine, American Association for Justice, September 2020.

Author, “How the Right to be Sexual Shaped the Emergence of LGBT Rights,” 22 U. Pa. J. Const. L. 1389, August 2020.

Author, “Donor Preferences and the Crisis in Public Interest Law,” 57 Santa Clara L. Rev. 43, 2017.

Author, “(No) State Interests in Regulating Gender: How Suppression of Gender Nonconformity Violates Freedom of Speech,” 19 Wm. & Mary J. Women & L. 187, 2013.



Angela Ma Associate

Angela represents plaintiffs in class actions and mass torts concerning consumer protection and products liability.

Angela graduated from University of California, Berkeley, School of Law in 2025, as a member of the Order of the Barristers and with pro bono honors. While in law school, she served as an Associate Editor for the California Law Review, won first place and semifinalist awards in national mock trial tournaments, and represented complainants alleging police misconduct in administrative hearings overseen by the city of Berkeley's Police Accountability Board. She also worked as a judicial extern for the Honorable Yvonne Gonzalez Rogers for the U.S. District Court for the Northern District of California.

Angela received her undergraduate degree Phi Beta Kappa from Reed College, where she majored in Philosophy.

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Emma MacPhee Associate

Emma represents plaintiffs harmed by corporate wrongdoing and survivors of sexual assault.

Emma graduated from the University of California, Berkeley, School of Law in 2023. While in law school, she was on the Submissions team for the Berkeley Journal of International Law and received a Public Interest and Social Justice Certificate for the pro bono work she pursued during law school. She was a law clerk for the Youth Law Center, where she supported litigation projects related to the juvenile justice and child-welfare systems in California. During law school, she advocated for voting rights, fair electoral maps, and democracy reform with the Political and Election Empowerment Project. As a Clinical Law Student for the International Human Rights Clinic, she researched corporate accountability related to the digital privacy of children. She was also a student researcher for the Human Rights Center at Berkeley Law, where she worked on a research project with the Center for Investigative Reporting that was focused on national access to reproductive rights.

Emma received her undergraduate degree, *magna cum laude*, from New York University in 2018, with majors in International Relations and French. Before law school, Emma worked as an investigative analyst and was responsible for conducting investigations into sex and labor trafficking in New York City.

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Jake Seidman Associate

Jake represents plaintiffs in products liability and mass tort cases focused on redressing harms of corporate wrongdoing.

Jake graduated from Stanford Law School in 2022 with high pro bono distinction and academic awards in torts, state constitutional law, and criminal procedure. While in law school, he worked on briefs for clients in civil and criminal matters before the United States Supreme Court as part of Stanford’s Supreme Court Litigation Clinic and served as Special Issues Editor and Lead Online Editor for the *Stanford Journal of Civil Rights & Civil Liberties* and the *Stanford Law & Policy Review*, respectively.

As a student, Jake pursued his abiding interest in state and local government efforts to reimagine law enforcement through affirmative litigation and justice system reforms. As part of the law school’s Litigation & Policy Partnership with the Santa Clara County Counsel, he assisted with County consumer protection litigation. He also co-authored a Stanford Criminal Justice Center report on non-police approaches to public safety.

Prior to joining Gibbs Mura, Jake served as a law clerk to Magistrate Judge Sallie Kim in the Northern District of California. He also worked as a Legal Fellow at Public Rights Project, where his work focused on state constitutional litigation combating backlash to local criminal justice reforms.

Jake received his undergraduate degree *magna cum laude* and Phi Beta Kappa from Columbia University, where he double majored in Political Science and Russian Language & Culture. Prior to law school, he worked on jail planning and reforms in the New York City Mayor’s Office.

Professional Affiliations

American Association for Justice
National Center for State Courts, Young Lawyers Committee

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Jennifer Sun Associate

Jennifer represents plaintiffs in class actions and complex litigation at the intersection of consumer protection and data security and privacy. Her work focuses on holding companies to account when they fail to safeguard personal information or profit from the misuse of consumers’ data.

Jennifer specializes in navigating technically complex matters brought against the world’s largest technology companies. She has taken and supported the depositions of engineering, security, and compliance executives, managed expert discovery, and litigated numerous discovery disputes. Most recently, she helped achieve a \$45 million settlement against a large entertainment and hospitality corporation on behalf of millions of consumers whose sensitive personal information were exposed in multiple data breaches.

Jennifer graduated from the University of California, Berkeley, School of Law with a certificate in Law & Technology. While in law school, she externed for the Knight First Amendment Institute at Columbia University and the Electronic Frontier Foundation. She also researched the regulation of digital economies with Professors Pamela Samuelson and Tejas Narechania and advocated for the public’s right of access to electronic-surveillance warrant information as a member of the Samuelson Law, Technology & Public Policy Clinic. Jennifer served on the boards of the Asian American Law Journal and the Asian Pacific American Law Students Association.

In a prior life, Jennifer was a product manager at Dotdash Meredith and *The Atlantic*, where she worked closely with executives, business partners, and engineers on the publishers’ programmatic advertising and revenue products. She received a B.S. Economics from The Wharton School at the University of Pennsylvania, where she served as President and Executive Editor of *The Daily Pennsylvanian*.

Litigation Highlights

Smallman v. MGM Resorts International – Jennifer helped achieve a \$45 million settlement from MGM after data breaches in 2019 and 2023, in which the personal data of over 100 million customers was stolen and posted on underground hacking forums. The settlement received final approval on June 18, 2025.

Flock Safety Litigation – Jennifer represents drivers in a putative class action lawsuit against Flock Safety and its use of automated license plate cameras. Plaintiffs allege Flock Safety shares millions of Californians’ daily movements with law enforcement agencies in violation of California privacy laws.

Change Healthcare Data Breach Litigation – After the largest healthcare data breach in US history that disrupted healthcare systems nationwide and affected an estimated 193 million people in 2024, Jennifer represents a putative class of medical providers who lost money and were harmed by the cyberattack.

In re Equifax, Inc. Fair Credit Reporting Act Litigation – Jennifer represents over 2.5 million consumers in litigation against Equifax, one of the Big Three credit reporting agencies, for allegedly misreporting their credit scores of when they applied for mortgages, loans, and credit cards between March 17 and April 6, 2022.

In re Prosper Health Data Breach Litigation – Jennifer represents millions of consumers against Prosper Funding LLC, a peer-to-peer loan and financial company, for its failure to protect their sensitive personal information from a data breach that involved their Social Security numbers and bank account information.

Professional Affiliations

- American Association for Justice
- Asian American Bar Association
- Federal Bar Association

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Wynne Tidwell Associate

Wynne Tidwell represents consumers and investors, with a focus on representing plaintiffs harmed by financial fraud.

Wynne is experienced in all stages of litigation, from case development to trial and settlement administration. She has particular experience with developing evidence and preparing clients for their testimony, whether at deposition or trial.

As a member of the trial team in *Camenisch v. Umpqua Bank*, Wynne prepared class representatives for trial testimony, conducted direct examinations, briefed evidentiary motions, and developed illustrative aids. The team ultimately secured a \$55 million settlement for the class.

Wynne graduated from the University of California, Berkeley, School of Law in 2022. During law school, she served as an Editor for the California Law Review and participated in the Veterans Law Practicum, where she advocated on behalf of veterans facing homelessness or recovering from sexual abuse and/or PTSD. Additionally, she externed for the District Court for the District of Columbia and for the Consumer Protection Section of the Office of the California Attorney General.

Before law school, Wynne worked in public policy and communications in Washington, D.C.

Litigation Highlights

Camenisch v. Umpqua Bank – One of the trial lawyers who represented over 1,200 class members in a four-week jury trial against Umpqua Bank (now known as Columbia Bank). The plaintiff class alleged that Umpqua aided and abetted a fraudulent investment scheme by Professional Financial Investors (PFI). Plaintiffs argued that PFI ran a fraudulent scheme that used investor money to personally benefit PFI’s executives, including its principals Ken Casey and Lewis Wallach, pay other investors, and cover recurring shortages across its dozens of accounts at Umpqua. Ultimately, the jury could not reach a unanimous decision. Later, the parties reached a \$55 million settlement weeks later, and the Court granted final approval on September 11, 2025. Judge P. Casey Pitts, who oversaw the trial, called the settlement an “excellent” outcome for the class.

Kaiser Whistleblower Qui Tam Lawsuit – Part of the litigation team representing a whistleblower client against Kaiser Permanente for allegedly defrauding the United States through a sophisticated scheme to up-code diagnoses to ensure Medicare payments for reimbursable, high-value conditions. On July 31, 2021, the Attorney General’s office and the Department of Justice elected to intervene in this litigation, and it was brought out from under seal into the public record. The litigation is ongoing.

Cadena v. American Honda Motor Co. – Part of the litigation team representing eight certified classes of vehicle owners who allege that their 2017-2019 Honda CR-Vs and 2018-2020 Honda Accords contain a defective automatic emergency braking system.

Grubhub Fraudulent Restaurant Listing Litigation – Represents 380,000+ restaurants alleging that Grubhub fraudulently listed their businesses on its delivery and takeout website without permission. Plaintiffs bring claims under the Lanham Act for false affiliation, false advertising, and trademark infringement.

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summa cum laude
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Zeke Wald Associate

Zeke specializes in representing plaintiffs in complex litigation against the world’s largest and most powerful companies, focusing on consumers’ rights, products liability, privacy law, and constitutional law. In 2023, he won a California Lawyer Attorney of the Year Award, which recognizes outstanding California lawyers “whose extraordinary work and cases had a major impact on the law.”

Zeke specializes in legally and factually complex class action and multi-district litigation against Big Tech and other economic power players. He has taken and supported depositions of multi-national corporate executives, managed expert and fact discovery, certified classes in federal and state courts, and litigated post-trial and appellate proceedings. Recently, Zeke helped achieve a \$27.5 million settlement against a major technology company on behalf of millions of Californians alleging privacy violations for the company’s sale of access to their personal information through an online platform.

Zeke’s trial experience includes both class and multi-district cases. He supported the law and briefing team for three in-person bellwether trials in multi-district litigation against 3M regarding defective earplugs for service members, was a member of the trial team for two state court class actions resulting in plaintiff verdicts against utility service providers for unconstitutional charges, and is a member of the Social Media Adolescent Addiction trial teams proceeding in the federal multi-district consolidated action.

Zeke graduated from the University of California, Berkeley, School of Law in 2021, where he was an Articles editor for the California Law Review, a research assistant for Professor Sean Farhang’s work on complex litigation, and an advocate with the East Bay Community Law Center’s Community Economic Justice clinic. Zeke also co-founded the Law and Political Economy society and served as a leader of Berkeley’s Gun Violence Prevention Project.

Litigation Highlights

Brooks v. Thomson Reuters Corporation – Zeke served as court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents’ personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs’ motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

In re Social Media Adolescent Addiction/Personal Injury Products Liability Litigation – Zeke is a key member of the multi-district consolidation of lawsuits against Instagram, Facebook, Snapchat, TikTok, and YouTube. Zeke works with Andre Mura and the MDL team on a wide range of responsibilities, including law and briefing, discovery, and liability as to the TikTok defendants.

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Zeke was a member of the trial team at the remedies stage, a part of the appellate team defending the Court’s judgment in favor of the class, and a member of the trial team on remand. Zeke was also a key member of the litigation team achieving a verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates, and the appellate team defending that verdict. Both cases are currently on limited remand in San Diego.

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In re: 3M Combat Arms Earplug Products Liability Litigation – This multi-district litigation concerned allegations that 3M’s dual-ended Combat Arms earplugs were defective and caused servicemembers and civilians to develop hearing loss or tinnitus. Zeke was a member of the team supporting the Law, Briefing, and Legal Drafting Committee, and supported the trial teams for three bellwether trials.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023)

Presentations and Articles

Presenter, “Data Security and Privacy Issues in 2024,” Practising Law Institute’s 29th Annual Consumer Financial Services Institute, September 23, 2024.



Kate Walford Associate

Kate advocates on behalf of consumers in class action and complex litigation, with a particular focus on data privacy and data breach cases.

Kate graduated from the University of California, Berkeley School of Law in 2024, *Order of the Coif*, with a certificate in Public Interest & Social Justice. While in law school, Kate was Co-President of the Berkeley Plaintiffs' Law Association, a Research Assistant for Professor David Oppenheimer, a tutor in the Legal Research & Writing Program, and participated in Moot Court. Kate also completed externships with Public Advocates, Equal Rights Advocates and the Equal Employment Opportunity Commission. Kate was on the founding Board of the National Plaintiffs' Law Association and is passionate about developing stronger pathways for students to enter the plaintiffs' bar. Before joining Gibbs Mura, Kate was a law clerk for U.S. District Judge Anne R. Traum of the District of Nevada.

Prior to law school, Kate received a Masters in Educational Leadership and Policy and spent several years working in higher education administration and student support roles, including service in AmeriCorps VISTA at a community college site. Kate's experience working with students and student-workers inspired her journey to the legal profession to advocate for workers and consumers.

Education

Order of the Coif, **D**
Magna cum laude

Admissions



Tayler Walters Associate

Tayler works with employees and consumers in mass arbitrations and mass torts to combat unfair business practices by corporations. She represents gig workers who have been misclassified and denied fair pay and consumers whose personal information has been compromised in large-scale data breaches. Tayler specializes in developing scalable systems to improve client communication and legal processes so her case teams can provide high quality representation to over 50,000 clients.

Previously, she coordinated case management and client outreach efforts for hundreds of lawsuits against dozens of national banks who have charged customers improper overdraft fees. Her efforts helped recover millions of dollars for bank customers across the country.

Before Gibbs Mura, Tayler worked in a plaintiff's law firm advocating for consumers in a range of areas, including personal injury, product liability, premises liability, employment law, and elder abuse. Tayler is a 2020 graduate, *magna cum laude*, of the University of San Francisco School of Law. In law school, she served on the Moot Court Board where she coached her fellow students and competed in the National Appellate Advocacy Competition. Tayler received a Merit Scholarship, earned CALI awards for receiving the highest grade in Professional Responsibility and in Contracts Law, and externed for California Supreme Court Chief Justice Tani Cantil-Sakauye.

Professional Affiliations

American Association for Justice, Mass Arbitration Group

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Dorry Gardner Staff Attorney

Dorry reviews and researches documents for e-discovery in a wide range of complex class actions cases involving products liability and mass torts. She is highly experienced in review for e-discovery in cases concerning various issues, including breach of contract, securities, antitrust civil and regulatory matters, and FCPA investigations.

Dorry attended law school at Fordham University, where she was Stein Scholar for public interest law and recipient of the esteemed Archibald R. Murray award as servant for social justice.

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Sierra Morris Staff Attorney

Sierra advocates for consumers harmed by corporate misconduct in class action litigation. She coordinates case management and client outreach efforts for lawsuits against dozens of banks and credit unions who have charged customers improper overdraft fees.

Prior to joining Gibbs Mura, Sierra worked at a leading plaintiff-side firm on matters ranging from securities fraud to holding corporations accountable for injuries caused by environmental hazards.

Sierra graduated from Tulane University Law School in 2020 with a certificate in International and Comparative Law and a CALI award in International Protection of Human Rights. While there, she was a student attorney in the Juvenile Law Clinic, an executive board member of the Public Interest Law Foundation, and a research assistant for Professor David Katner's work on child abuse. She also worked as a law clerk at the ACLU Foundation of Louisiana on issues including immigration, prison reform and the First Amendment, and as a legal volunteer for several other non-profit organizations.

Education

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Alyssa Prothero Staff Attorney

Alyssa works on class action and complex litigation cases involving privacy law, workers' rights, and consumer protection.

Alyssa attended law school at the Quinnipiac University School of Law where she graduated *cum laude* in 2018. While in law school, Alyssa served as the Executive Managing Editor for the Quinnipiac Probate Law Journal. Alyssa also worked for the Quinnipiac Tax Clinic as a legal intern where she helped low-income individuals with tax disputes against the IRS and the Connecticut Department of Revenue Services. For her interest in tax law and her work with the Tax Clinic, she received awards for Excellence in Tax Controversy and Excellence in Clinical Work.

After law school, Alyssa was a Legal Research Law Clerk for the Superior Court of Connecticut. While working for the Superior Court, Alyssa worked on a variety of cases with issues that included employment discrimination, premises liability, foreclosures, class certification, and governmental and sovereign immunity.

Alyssa completed her undergraduate degree, *summa cum laude* and Phi Beta Kappa, from Virginia Tech in 2015. She majored in Psychology and had minors in Sociology and Political Science.

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Education

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r *summa*
cum laude

Admissions

SIGNIFICANT RECOVERIES

Some examples of the cases in which our lawyers played a significant role are described below:

Deceptive Marketing

Hyundai and Kia Fuel Economy Litigation, No. 2:13-md-2424 (C.D. Cal.). In a lawsuit alleging false advertising of vehicle fuel efficiency, the court appointed Eric Gibbs as liaison counsel. Mr. Gibbs regularly reported to the Court, coordinated a wide-ranging discovery process, and advanced the view of plaintiffs seeking relief under the laws of over twenty states. Ultimately Mr. Gibbs helped negotiate a revised nationwide class action settlement with an estimated value of up to \$210 million. The Honorable George H. Wu wrote that Mr. Gibbs had “efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation. This included actively participating in revisions to the proposed settlement in a manner that addressed many weaknesses in the original proposed settlement.”

In re Mercedes-Benz Tele Aid Contract Litigation, MDL No. 1914, No. 07-cv-02720 (D.N.J.). Gibbs Mura attorneys and co-counsel served as co-lead class counsel on behalf of consumers who were not told their vehicles’ navigation systems were on the verge of becoming obsolete. Counsel successfully certified a nationwide litigation class, before negotiating a settlement valued between approximately \$25 million and \$50 million. In approving the settlement, the court acknowledged that the case “involved years of difficult and hard-fought litigation by able counsel on both sides” and that “the attorneys who handled the case were particularly skilled by virtue of their ability and experience.”

In re Providian Credit Card Cases, JCCP No. 4085 (Cal. Super. Ct. San Francisco Cty). Mr. Gibbs played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders. The lawsuit alleged that Providian engaged in unlawful, unfair and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

In re Hyundai and Kia Horsepower Litigation, No. 02CC00287 (Cal. Super. Ct. Orange Cty). In a class action on behalf of U.S. Hyundai and Kia owners and lessees, contending that Hyundai advertised false horsepower ratings in the United States, attorneys from Gibbs Mura negotiated a class action settlement valued at between \$75 million and \$125 million which provided owners nationwide with cash payments and dealer credits.

Skold v. Intel Corp., No. 1-05-cv-039231 (Cal. Super. Ct. Santa Clara Cty.). Gibbs Mura attorneys represented Intel consumers through a decade of hard-fought litigation, ultimately certifying a nationwide class under an innovative “price inflation” theory and negotiating a settlement that provided refunds and \$4 million in cy pres donations. In approving the settlement, Judge Peter Kirwan wrote: “It is abundantly clear that Class Counsel invested an incredible amount of time and costs in a case which lasted approximately 10 years with no guarantee that they would prevail.... Simply put, Class Counsel earned their fees in this case.”

Steff v. United Online, Inc., No. BC265953 (Cal. Super. Ct. Los Angeles Cty.). Mr. Gibbs served as lead counsel in this nationwide class action suit brought against NetZero, Inc. and its parent, United Online, Inc., by former NetZero customers. Plaintiffs alleged that defendants falsely advertised their internet service as unlimited and guaranteed for a specific period of time. The Honorable Victoria G. Chaney of the Los Angeles Superior Court granted final approval of a settlement that provided full refunds to customers whose services were cancelled and which placed restrictions on Defendants’ advertising.

Khaliki v. Helzberg's Diamond Shops, Inc., No. 11-cv-00010 (W.D. Mo.). Gibbs Mura attorneys and co-counsel represented consumers who alleged deceptive marketing in connection with the sale of princess-cut diamonds. The firms achieved a positive settlement, which the court approved, recognizing “that Class Counsel provided excellent representation” and achieved “a favorable result relatively early in the case, which benefits the Class while preserving judicial resources.” The court went on to recognize that “Class Counsel faced considerable risk in pursuing this litigation on a contingent basis, and obtained a favorable result for the class given the legal and factual complexities and challenges presented.”

Defective Products

In re Pacific Fertility Center Litigation, Case No. 3:18-cv-01586 (N.D. Cal). Gibbs Mura attorneys served as co-lead trial counsel in an almost three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco’s Pacific Fertility Center in 2018. The jury found cryogenic tank manufacturer, Chart Inc., liable on all claims, determining that the tank contained manufacturing and design defects, and that Chart had negligently failed to recall or retrofit the tank’s controller, despite having known for years that the controller model was prone to malfunction. For each claim, the jury found that the deficiency was a substantial factor in causing harm to the plaintiffs, and the jury awarded \$14.975 million in aggregate damages. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales Practices Litigation, No. 2:15-md-02661 (S.D. Ohio) Gibbs Mura attorneys served as co-lead counsel in this multidistrict litigation on behalf of Honda CR-V owners who complained that their vehicles were vibrating excessively. After several lawsuits had been filed, Honda began issuing repair bulletins, setting forth repairs to address the vibration. Honda did not publicize the repairs well and as a result, Plaintiffs’ alleged many CR-V owners and lessees—including those who had previously been told that repairs were unavailable—continued to experience the vibration. In early 2018, the parties negotiated a comprehensive settlement to resolve the multidistrict litigation on a class-wide basis. The settlement ensured that all affected vehicle owners were made aware of the free warranty repairs, including requiring Honda to proactively reach out to CR-V owners and dealers in several ways to publicize the repair options available.

Glenn v. Hyundai Motor America, Case No. 8:15-cv-02052 (C.D. Cal.). Gibbs Mura attorneys represented drivers from six states who alleged their vehicles came with defective sunroofs that could shatter without warning. The case persisted through several years of fiercely contested litigation before resolving for a package of class-wide benefits conservatively valued at over \$30 million. In approving the settlement, U.S. District Court Judge David O. Carter praised the resolution: “[T]his is an extraordinarily complex case and an extraordinarily creative solution.

Amborn et al. v. Behr Process Corp., No. 17-cv-4464 (N.D. Ill.) Gibbs Mura served as co-lead counsel in this coordinated lawsuit against Behr and Home Depot alleging that Behr's DeckOver deck resurfacing product is prone to peeling, chipping, bubbling, and degrading soon after application. The team negotiated a class-wide settlement, which provided class members who submitted claims with 1) a refund for their purchase; and 2) substantial compensation for money spent removing DeckOver or repairing their deck. The settlement was granted final approval on December 19, 2018.

In re Hyundai Sonata Engine Litigation, Case No. 5:15-cv-01685 (N.D. Cal.). Gibbs Mura attorneys served as court-appointed co-lead class counsel on behalf of plaintiffs who alleged their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. We negotiated a comprehensive settlement providing for nationwide recalls, warranty extensions, repair reimbursements, and compensation for class members who had already traded-in or sold their vehicles at a loss. The average payment to class members exceeded \$3,000.

Sugarman v. Ducati North America, Inc., No. 10-cv-05246 (N.D. Cal.). Gibbs Mura attorneys served as class counsel on behalf of Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles' fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, "The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

Parkinson v. Hyundai Motor America, No. 06-cv-00345 (C.D. Cal.). Gibbs Mura attorneys served as class counsel in this class action featuring allegations that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, our lawyers negotiated a settlement that provided for reimbursements to class members for their repairs, depending on their vehicle's mileage at time of repair, from 50% to 100% reimbursement. The settlement also provided full reimbursement for rental vehicle expenses for class members who rented a vehicle while flywheel or clutch repairs were being performed. After the settlement was approved, the court wrote, "Perhaps the best barometer of ... the benefit obtained for the class ... is the perception of class members themselves. Counsel submitted dozens of letters from class members sharing their joy, appreciation, and relief that someone finally did something to help them."

Browne v. Am. Honda Motor Co., Inc., No. 09-cv-06750 (C.D. Cal.). Gibbs Mura attorneys and co-counsel represented plaintiffs who alleged that about 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. We negotiated a settlement in which improved brake pads were made available and class members who had them installed could be reimbursed. The settlement received final court approval in July 2010 and provided an estimated value of \$25 million.

In re General Motors Dex-Cool Cases., No. HG03093843 (Cal. Super Ct. Alameda Cty). Gibbs Mura attorneys served as co-lead counsel in these class action lawsuits filed throughout the country, where plaintiffs alleged that General Motors' Dex-Cool engine coolant damaged certain vehicles' engines, and that in other vehicles, Dex-Cool formed a rusty sludge that caused vehicles to overheat. After consumer classes were certified in both Missouri and California, General Motors agreed to cash payments to class members nationwide. On October 27, 2008, the California court granted final approval to the settlement.

In re iPod Cases, JCCP No. 4355 (Cal. Super. Ct. San Mateo Cty). Mr. Gibbs, as court appointed co-lead counsel, negotiated a settlement that provided warranty extensions, battery replacements, cash payments, and store credits for class members who experienced battery failure. In approving the settlement, the Hon. Beth L. Freeman said that the class was represented by "extremely well qualified" counsel who negotiated a "significant and substantial benefit" for the class members.

Roy v. Hyundai Motor America, No. 05-cv-00483 (C.D. Cal.). Gibbs Mura attorneys served as co-lead counsel in this nationwide class action suit brought on behalf of Hyundai Elantra owners and lessees, alleging that an air bag system in vehicles was defective. Our attorneys helped negotiate a settlement whereby Hyundai agreed to repair the air bag systems, provide reimbursement for transportation expenses, and administer an alternative dispute resolution program for trade-ins and buy-backs. In approving the settlement, the Honorable Alicemarie H. Stotler presiding, described the settlement as "pragmatic" and a "win-win" for all involved.

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC), No. 2:13-cv-08080 (C.D. Cal.). In this class action, consumers alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. Gibbs Mura attorneys and their co-counsel defeated the majority of Chrysler’s motion to dismiss and engaged in extensive deposition and document discovery. In 2015, the parties reached a settlement contingent on Chrysler initiating a recall of hundreds of thousands of vehicles, reimbursing owners for past repairs, and extending its warranty for the repairs conducted through the recall. When he granted final settlement approval, the Honorable Dean D. Pregerson acknowledged that the case had been “hard fought” and “well-litigated by both sides.”

Edwards v. Ford Motor Co., No. 11-cv-1058 (S.D. Cal.). This lawsuit alleged that Ford sold vehicles despite a known safety defect that caused them to surge into intersections, through crosswalks, and up on to curbs. The litigation twice went to the U.S. Court of Appeals for the Ninth Circuit, with plaintiff prevailing in both instances. In the first instance, the appellate court reversed the trial court’s denial of class certification. In the second, the Ninth Circuit affirmed the ruling below that plaintiff’s efforts had generated free repairs, reimbursements, and extended warranties for the class.

Sanborn, et al. v. Nissan North America, Inc., No. 00:14-cv-62567 (S.D. Fla.). Gibbs Mura litigated this action against a vigorous defense for two years, seeking relief for Nissan Altima owners whose dashboards were melting into a sticky, shiny, gooey surface that they alleged caused a substantial and dangerous glare. After largely prevailing on a motion to dismiss, Gibbs Mura attorneys and their co-counsel prepared the case to the brink of trial, reaching a settlement just ten days before the scheduled trial start. The settlement allowed class members to obtain steeply discounted dashboard replacements and reimbursement toward prior replacement costs.

Bacca v. BMW of N. Am., No. 2:06-cv-6753 (C.D. Cal.) In a class action alleging that BMW vehicles suffered from defective sub-frames, we negotiated a settlement with BMW in which class members nationwide received full reimbursement for prior sub-frame repair costs as well as free nationwide inspections and program.

Antitrust and Unfair Business Practices

In re: Wells Fargo Collateral Protection Insurance Litigation, MDL Case No.: 8:17-ML-2797 (C.D. Cal.). Eric Gibbs was appointed to the three-firm Plaintiffs’ Steering Committee in this multi-district litigation on behalf of consumers who took out car loans from Wells Fargo and were charged for auto insurance they did not need. The parties announced a proposed settlement of at least \$393.5 million for affected consumers and the Court granted final approval in November 2019.

In re TFT-LCD (Flat Panel) Antitrust Litigation, MDL 1827 (N.D. Cal.). Gibbs Mura attorneys were among the team serving as liaison counsel in this multi-district antitrust litigation against numerous TFT-LCD (Flat Panel) manufacturers alleging a conspiracy to fix prices, which has achieved settlements of more than \$400 million to date.

In re Natural Gas Antitrust Cases I, II, III and IV, JCCP No. 4221 (Cal. Super. Ct. San Diego Cty). Gibbs Mura attorneys served in a leadership capacity in this coordinated antitrust litigation against numerous natural gas companies for manipulating the California natural gas market, which has achieved settlements of nearly \$160 million.

Beaver v. Tarsadia Hotels, No. 11-cv-1842 (S.D. Cal.); Gibbs Mura attorneys served as co-lead counsel representing buyers of San Diego Hard Rock Hotel condominium units in this class action lawsuit against real estate developers concerning unfair competition claims. The lawsuit settled for \$51.15 million.

LLE One, LLC et al. v. Facebook, Inc., No. 4:16-cv-6232 (N.D. Cal.); Gibbs Mura attorneys represent small businesses and other advertisers in a class action lawsuit alleging that Facebook overstated its metrics for the average time spent watching video ads on its platform. The Court granted final approval to a \$40 million class action settlement on June 26, 2020.

Hernandez v. Wells Fargo Bank, N.A., No. 3:18-cv-07354-WHA (N.D. Cal.); Gibbs Mura attorneys served as court-appointed co-lead counsel representing a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million. Class members received significant compensation payments of up to \$120,000.

In re LookSmart Litigation, No. 02-407778 (Cal. Super. Ct. San Francisco Cty). This nationwide class action suit was brought against LookSmart, Ltd. on behalf of LookSmart's customers who paid an advertised "one time payment" to have their web sites listed in LookSmart's directory, only to be later charged additional payments to continue service. Plaintiffs' claims included breach of contract and violation of California's consumer protection laws. On October 31, 2003, the Honorable Ronald M. Quidachay granted final approval of a nationwide class action settlement providing cash and benefits valued at approximately \$20 million.

Lehman v. Blue Shield of California, No. CGC-03-419349 (Cal. Super. Ct. S.F. Cty.). In this class action lawsuit alleging that Blue Shield engaged in unlawful, unfair and fraudulent business practices when it modified the risk tier structure of its individual and family health care plans, Gibbs Mura attorneys helped negotiate a \$6.5 million settlement on behalf of former and current Blue Shield subscribers residing in California. The Honorable James L. Warren granted final approval of the settlement in March 2006.

Wixon v. Wyndham Resort Development Corp., No. 07-cv-02361 (N.D. Cal.). Gibbs Mura attorneys served as class and derivative counsel in this litigation brought against a timeshare developer and the directors of a timeshare corporation for violations of California state law. Plaintiffs alleged that the defendants violated their fiduciary duties as directors by taking actions for the financial benefit of the timeshare developer to the detriment of the owners of timeshare interests. On September 14, 2010, Judge White granted approval of a settlement of the plaintiffs' derivative claims.

Berrien, et al. v. New Raintree Resorts, LLC, et al., No. 10-cv-03125 (N.D. Cal.). Gibbs Mura attorneys filed this class action on behalf of timeshare owners, challenging the imposition of unauthorized special assessment fees. On November 15, 2011, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On March 13, 2012, the Court issued its Final Class Action Settlement Approval Order and Judgment, approving the proposed settlement.

Benedict, et al. v. Diamond Resorts Corporation, et al., No. 12-cv-00183 (D. Hawaii). In this class action on behalf of timeshare owners, Gibbs Mura attorneys represented plaintiffs challenging the imposition of an unauthorized special assessment fee. On November 6, 2012, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On June 6, 2013, the Court approved the settlement.

Allen Lund Co., Inc. v. AT&T Corp., No. 98-cv-1500 (C.D. Cal.). This class action lawsuit was brought on behalf of small businesses whose long-distance service was switched to Business Discount Plan, Inc. Gibbs Mura attorneys served as class counsel and helped negotiate a settlement that provided full cash refunds and free long-distance telephone service.

Mackouse v. The Good Guys - California, Inc., No. 2002-049656 (Cal. Super Ct. Alameda Cty). This nationwide class action lawsuit was brought against The Good Guys and its affiliates alleging violations of the Song-Beverly Warranty Act and other California consumer statutes. The Plaintiff alleged that The Good Guys failed to honor its service contracts, which were offered for sale to customers and designed to protect a customer's purchase after the manufacturer's warranty expired. In May 9, 2003, the Honorable Ronald M. Sabraw granted final approval of a settlement that provides cash refunds or services at the customer's election.

Mitchell v. Acosta Sales, LLC, No. 11-cv-01796 (C.D. Cal. 2011). Gibbs Mura attorneys and co-counsel served as class counsel representing Acosta employees who alleged that they were required to work off-the-clock and were not reimbursed for required employment expenses. We helped negotiate a \$9.9 million settlement for merchandiser employees who were not paid for all the hours they worked. The Court granted final approval of the settlement in September 2013.

Rubaker v. Spansion, LLC, No. 09-cv-00842 (N.D. Cal. 2009). Gibbs Mura attorneys and co-counsel filed a class action lawsuit on behalf of former Spansion employees that alleged that the company had failed to provide terminated employees from California and Texas with advance notice of the layoff, as required by the Workers Adjustment and Retraining Notification Act (WARN Act). The bankruptcy court approved the class action settlement we and co-counsel negotiated in 2010. The settlement was valued at \$8.6 million and resulted in cash payments to the former employees.

Securities and Financial Fraud

Camenisch v. Umpqua Bank, No. 3:20-cv-05905-RS (AGT) (N.D. Cal.) – Gibbs Mura served as lead trial counsel in a four-week jury trial on behalf of over 1,200 class members who alleged that Umpqua Bank (now known as Columbia Bank) aided and abetted a fraudulent investment scheme by Professional Financial Investors (PFI). Plaintiffs argued that PFI ran a fraudulent scheme that used investor money to personally benefit PFI's executives, including its principals Ken Casey and Lewis Wallach, pay other investors, and cover recurring shortages across its dozens of accounts at Umpqua. Ultimately, the jury could not reach a unanimous decision, and the court declared a mistrial. The parties reached a \$55 million settlement weeks later, and the Court granted final approval on September 11, 2025. Judge P. Casey Pitts, who oversaw the trial, called the settlement an "excellent" outcome for the class.

Todd Benjamin International, Ltd. v. Grant Thornton International, No. 1:20-cv-21808-RNS (S.D. Fla.) – Gibbs Mura served as class counsel for investors in TCA Global Credit Master Fund L.P. and its feeder funds. The investors alleged that the funds' management inflated assets and earnings, and that the funds' auditors knew about the overstatement but failed to take appropriate action. After multiple years of litigation, Gibbs Mura helped secure settlements of \$26.5 million for investors. At the hearing granting final approval on May 20, 2025, Judge Scola thanked counsel for their "excellent work in the case."

Deora v. NantHealth, No. 2:17-cv-1825 (C.D. Cal.) – Gibbs Mura served as Co-lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company's statements in connections with its initial public offering in 2016 and afterward. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

In re Peregrine Financial Group Customer Litigation, No. 12-cv-5546 (N.D. Ill.). Mr. Stein was among the attorneys serving as co-lead counsel for futures and commodities investors who lost millions of dollars in the collapse of Peregrine Financial Group, Inc. Through several years of litigation, counsel helped deliver settlements worth more than \$75 million from U.S. Bank, N.A., and JPMorgan Chase Bank, N.A.

In re Chase Bank USA, N.A. "Check Loan" Contract Litigation, No. 09-2032 (N.D. Cal.).

Gibbs Mura attorneys and counsel from several firms led this nationwide class action lawsuit alleging deceptive marketing and loan practices by Chase Bank USA, N.A. After a nationwide class was certified, U.S. District Court Judge Maxine M. Chesney granted final approval of a \$100 million settlement on behalf of Chase cardholders.

Mitchell v. American Fair Credit Association, No. 785811-2 (Cal. Super. Ct. Alameda Cty);

Mitchell v. Bankfirst, N.A., No. 97-cv-01421 (N.D. Cal.). This class action lawsuit was brought on behalf of California members of the American Fair Credit Association (AFCA). Plaintiffs alleged that AFCA operated an illegal credit repair scheme. The Honorable James Richman certified the class and appointed the firm as class counsel. In February 2003, Judge Ronald Sabraw of the Alameda County Superior Court and Judge Maxine Chesney of the U.S. District Court for the Northern District of California granted final approval of settlements valued at over \$40 million.

Data Breach and Privacy

Brooks et al. v. Thomson Reuters Corporation, Case No. 21-cv-01418-EMC (N.D. Cal.)

Gibbs Mura attorneys serve as court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents' personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs' motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

In re Equifax, Inc. Customer Data Security Breach Litig., MDL No. 2800, No. 1:17-md-2800

(N.D. Ga.) Gibbs Mura attorneys served on the Plaintiffs' Executive Committee in this nationwide class action stemming from a 2017 data breach that exposed social security numbers, birth dates, addresses, and in some cases, credit card numbers of more than 147 million consumers. On January 13, 2020, the Court granted final approval to a settlement valued at \$1.5 billion. Gibbs Mura attorneys played an integral role in negotiating key business practice changes, including overhauling Equifax's handling of consumers' personal information and data security.

In re Anthem, Inc. Data Breach Litig., MDL No. 2617, No. 15-md-02617 (N.D. Cal.).

Gibbs Mura attorneys served as part of the four-firm leadership team in this nationwide class action stemming from the largest healthcare data breach in history affecting approximately 80 million people. On August 15, 2018, the Court granted final approval to a \$115 million cash settlement.

In re: Vizio, Inc. Consumer Privacy Litigation, MDL No. 8:16-ml-02963 (C.D. Cal.).

Gibbs Mura attorneys served as co-lead counsel in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. Counsel achieved an important ruling on the application of the Video Privacy Protection Act (VPPA), a 1988 federal privacy law, which had never been extended to television manufacturers. The firm negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected. In granting preliminary approval, Judge Josephine Staton stated, "I'm glad I appointed all of you as lead counsel, because -- it probably is the best set of papers I've had on preliminary approval." She also noted "[E]very class member will benefit from the injunctive relief." On July 31, 2019, the Court granted final approval of the settlement.

In re Adobe Systems Inc. Privacy Litig., No. 13-cv-05226 (N.D. Cal.). In this nationwide class action stemming from a 2013 data breach, attorneys from Gibbs Mura served as lead counsel on behalf of the millions of potentially affected consumers. Counsel achieved a landmark ruling on Article III standing (which has since been relied upon by the Seventh Circuit Court of Appeals and other courts) and then went on to negotiate a settlement requiring Adobe to provide enhanced security relief—including the implementation and maintenance of enhanced intrusion detection, network segmentation, and encryption.

Whitaker v. Health Net of Cal., Inc., et al., No. 11-cv-00910 (E.D. Cal.); *Shurtleff v. Health Net of Cal., Inc.*, No. 34-2012-00121600 (Cal. Super Ct. Sacramento Cty). Gibbs Mura attorneys served as co-lead counsel in this patient privacy case. On June 24, 2014, the court granted final approval of a settlement that provided class members with credit monitoring, established a \$2 million fund to reimburse consumers for related identity theft incidents, and instituted material upgrades to and monitoring of Health Net’s information security protocols.

Smith v. Regents of the University of California, San Francisco, No. RG-08-410004 (Cal. Super Ct. Alameda Cty). Gibbs Mura attorneys represented a patient who alleged that UCSF’s disclosure of its patients’ medical data to outside vendors violated California medical privacy law. The firm succeeded in negotiating improvements to UCSF’s privacy procedures on behalf of a certified class of patients of the UCSF medical center. In approving the stipulated permanent injunction, Judge Stephen Brick found that “plaintiff Smith has achieved a substantial benefit to the entire class and the public at large.”

Mass Tort

In re Actos Pioglitazone-Products Liability Litigation, No. 6:11-md-2299 (W.D. La.). Gibbs Mura partners represented individuals who were diagnosed with bladder cancer after taking the oral diabetic drug Actos. The federal litigation resulted in a \$2.37 billion settlement.

In re Yasmin and Yaz (Drospirenone) Marketing, Sales, Practices and Products Liability Litigation, MDL No. 2385, No. 3:09-md-02100 (S.D. Ill.). Gibbs Mura attorneys represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation, MDL No. 2385, No. 3:12-md-02385 (S.D. Ill.), Gibbs Mura attorneys represented patients who suffered irreversible internal bleeding after taking Pradaxa blood thinners. Lawsuit resolved for settlements of approximately \$650 million.

Sexual Assault Litigation

A.B. v. Regents of the University of California No. 2:20-cv-9555 (C.D. Cal.) – Gibbs Mura represents former patients of UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging assault, abuse and harassment violations, and accusing UCLA of failing to protect patients after first becoming aware of the doctor’s misconduct. Final settlement approval was granted on November 10, 2021, providing \$73 million in compensation to former patients of Dr. Heaps as well as requiring a series of business practice reforms by UCLA for better handling of sexual assault investigations and practices going forward. The settlement is innovative for its flexible, tiered, trauma-informed approach, which allowed women to choose their own level of engagement in a non adversarial process.

Government Reform

Paeste v. Government of Guam, No. 11-cv-0008 (D. Guam); Gibbs Mura attorneys and co-counsel served as Class Counsel in litigation alleging the Government of Guam had a longstanding practice of delaying tax refunds for years on end, with the Government owing over \$200 million in past due refunds. After certifying a litigation class, Plaintiffs prevailed on both of their claims at the summary judgment stage, obtaining a permanent injunction that reformed the government's administration of tax refunds. The judgment and injunction were upheld on appeal in a published decision by the Ninth Circuit. *Paeste v. Gov't of Guam*, 798 F.3d 1228 (9th Cir. 2015).

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Resume of Robert L. Brace

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

<i>In re J&J Investment Litigation</i>
<p>GEOFF WINKLER, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; and J and J Purchasing LLC, Florida limited liability company,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>WELLS FARGO BANK, N.A.,</p> <p style="text-align: center;">Defendant.</p>

Case No.: 2:22-cv-00529-GMN-NJK

Case No.: 2:23-cv-00703-GMN-NJK

**DECLARATION OF GEOFF WINKLER
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

1 I, Geoff Winkler, in my capacity as Receiver for J&J Consulting Services, Inc., an Alaska
2 corporation, J&J Consulting Services Inc., a Nevada corporation, and J and J Purchasing LLC, a
3 Florida limited liability company (collectively, the “Receivership Entities”), declare as follows

4 1. I submit this Declaration in support of Plaintiffs’ Motion for Class Preliminary
5 Approval in *In re J&J Investment Litigation*, Case No.: 2:22-cv-00529-GMN-NJK (D. Nev.) (the
6 “Class Action”) and my Motion to Approve Settlement with Wells Fargo Bank, N.A. in *SEC v.*
7 *Beasley et al.*, No. 2:22-cv-00612-CDS-EJY (D. Nev.) (the “SEC Action”), and if called as a
8 witness I could and would testify truthfully to such matters.

9 2. I am a founding member of American Fiduciary Services, LLC and the Court-
10 appointed receiver (“Receiver”) for the Receivership Entities and certain assets pursuant to a June
11 3, 2022, Order Appointing Receiver, entered in the SEC Action, as amended by the July 28, 2022,
12 Order Amending Receivership Order. In my capacity as Receiver, I am also the Plaintiff in the
13 case brought against Wells Fargo Bank, N.A. captioned *Winkler v. Wells Fargo Bank, N.A.*, Case
14 No. 2:23-cv-00703-GMN-NJK (D. Nev.) (the “Receiver Action”) and I am a party to the Class
15 Action and Receiver Settlement Agreement and Release (the “Settlement Agreement”).¹

16 3. Based on my investigation, the Ponzi-investment scheme (the “J&J Investment
17 Scheme”) at issue in the SEC Action originated with Matthew Beasley’s false claim that he had
18 assembled a network of personal injury attorneys through which Mr. Beasley could purchase
19 interests in settlement proceeds. Investors believed they could profit by advancing money to
20 personal-injury plaintiffs who were owed settlement payments. In truth, Mr. Beasley and his
21 associates used the investment funds to gamble, purchase real estate, expensive cars, and other
22 luxury goods, and to pay false “returns” to earlier investors. The J&J Investment Scheme
23 originated in the Las Vegas area and targeted investors in Nevada and nearby states. Between
24 January 2017 and March 2022, the vast majority of investor funds passed through Mr. Beasley’s
25 attorney trust account at Wells Fargo.

26 4. My authority and responsibilities as Receiver include, among other things, taking
27

28 ¹ Capitalized terms not defined herein shall have the meanings identified in the Settlement Agreement.

1 possession of all assets of the Receivership Entities, preserving and maximizing the value of such
2 assets, managing and operating the Receivership Entities and their property, securing any records
3 of the Receivership Entities, investigating the affairs of the Receivership Entities, and prosecuting
4 and defending claims of the Receivership Entities.

5 5. My investigation into the affairs of the Receivership Entities has included a
6 forensic accounting of transactions of the Receivership Entities' accounts, and related accounts. In
7 my role as Receiver, I have directed my team to analyze and reconstruct the activity in the bank
8 accounts of the Receivership Entities, Mr. Beasley's accounts, and various other promoter
9 accounts. John B. Hall of American Fiduciary Services, LLC, is the lead professional for the
10 forensic accounting conducted at my direction.

11 6. The purposes of the forensic accounting include, but are not limited to, establishing
12 a database of transactions to trace all monies that were transferred to or for the benefit of the
13 Receivership Entities, and to determine their ultimate disposition. This reconstruction process has
14 identified the investors in the J&J Investment Scheme, the immediate use of the money they
15 invested, including the initial movement of funds received into Receivership Entity bank accounts,
16 and how the money was ultimately applied, including payment of returns to investors, payments to
17 promoters in the J&J Investment Scheme, and purchases for the personal benefit of the individuals
18 controlling the Receivership Entities.

19 7. As set forth in my forensic accounting report, my office identified 1,213
20 individuals and entities who invested in the J&J Investment Scheme. Of those, we identified 948
21 individuals and entities who invested more than they received in returns, on an aggregate basis,
22 making those investors net "losers." The class representatives in the Class Action (whom I
23 understand to be Allan Carso, Barrett Henzel, Craig Rodney Michaelis, Bryce Kelly, Gary Lundin,
24 Joshua Luekenga, Clint McDaniel, and Dan McDaniel) are among these net losing investors.

25 8. My team and I created and maintain a database of investors in the J&J Investment
26 Scheme, which includes, to the extent possible, contact information (email addresses and mailing
27 addresses). My professionals and I have been in contact with investors since my appointment,
28 including providing them updates regarding the SEC Action. As part of that effort, I maintain a

1 website (www.jjconsulting-receivership.com) that provides information and updates on the SEC
2 Action and the litigation against Wells Fargo.

3 9. On July 14, 2025, in my capacity as Receiver, I filed a motion in the SEC Action
4 seeking an order (1) setting a claims bar date; (2) approving a proposed claim form; and (3)
5 approving summary claims procedures. On August 22, 2025, the Court in the SEC Action granted
6 that motion and approved the proposed claims procedure and claim form. My team subsequently
7 gave notice to 1,735 investors and interested parties of the claims process via email and U.S. mail.
8 My team also provided notice via my receivership website, the website of my designated claims
9 administrator, Stretto, and by publication in USA Today, the Las Vegas Review-Journal and the
10 Salt Lake Tribune. Investors had between September 1, 2025, and December 1, 2025, to file a
11 claim. During that period, 979 claims were filed. My team and I continue to work with investors to
12 resolve any issues arising in connection with their claims. If a claim determination is contested
13 and not resolved informally, the dispute will be submitted for resolution to Judge Cristina D.
14 Silva, the presiding judge in the SEC Action.

15 10. Members of the Settlement Class who have an approved claim in the SEC Action
16 will not need to make a separate claim to receive payment from the Settlement Fund. To the extent
17 that a Settlement Class member did not submit a claim during the claims process in the SEC
18 Action, those investors will be afforded the opportunity to submit a claim using the same claim
19 form. Any such investors will be entitled only to proceeds from the Settlement Fund only, not a
20 general distribution from receivership funds in the SEC Action.

21 11. Once all outstanding issues with the claims process have been resolved, I intend to
22 file a motion in the SEC Action to approve a plan to make distributions to investors based on a *pro*
23 *rata* method. I am prepared to make a distribution using proceeds from the Settlement Fund
24 consistent with the terms of the proposed settlement and the distribution plan to be approved and
25 supervised by Judge Silva in the SEC Action.

26 12. In addition, based on my investigation as receiver and responses to the claims
27 process, I have compiled a list of the known creditors, non-class member investors, and persons or
28 entities affiliated with the Receivership Entities (the “Bar Order Notice List”).

NOTICE PLAN

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13. I understand that the parties agreed that I, as Receiver, will provide the list of Settlement Class Members (i.e., net losing investors) to the Settlement Administrator to give notice of the settlement to the members of the Settlement Class. I further understand that the parties also agreed that I will provide the Bar Order Notice List to the Settlement Administrator, in order to give the persons on that list notice of the proposed bar order sought as part of the settlement. I further understand that the parties agree to use Stretto, Inc. as Settlement Administrator for administrative tasks relating to settlement administration. I believe and understand that Stretto is already providing services in the receivership. In my professional opinion, using Stretto for these additional settlement administration tasks is the most efficient course, rather than retaining an additional vendor. In my experience, Stretto’s charges have been consistent with industry standards and company personnel have performed their duties proficiently. I understand that the parties also agreed that, as Receiver, I will distribute settlement proceeds consistent with orders in the SEC Action regarding claims and distributions. The settlement calls for sending the notice within 30 days of the later of the SEC Action’s and the Class Action’s preliminary approval by first-class U.S. mail and otherwise by email. In my role as Receiver, I am in possession of the last-known mailing addresses and email addresses for virtually all members of the settlement class or their representatives.

14. My professionals and I previously sent notice to all net-losing investors by sending notice via email or by mailing the notice via U.S. mail to all investors (their representatives), which notice was approved by the SEC Action Court. Based on those past efforts, I am confident that the notice of the settlement should reach virtually every member of the settlement class or their representatives, and constitutes the “best notice practicable” in this case.

15. The settlement also calls for the notices, the Settlement Agreements and certain filings to be posted on my website (www.jjconsulting-receivership.com). I will ensure that the notices of the settlement, in the form attached as Exhibit 1 to the Settlement Agreement, the Claim Form, and all other required documents will be posted continually on the website beginning no later than 30 days after the later of the SEC Action’s and the Class Action’s preliminary approval

1 and continuing through the effective date of the Settlement. I will revise my website’s home page
2 to announce the settlement and add a link to a separate page where information on the Settlement
3 can be found. Personnel or third-party vendors under my direction will be prepared to promptly
4 respond to any questions received about the Settlement from members of the settlement class.

5 **PRELIMINARY APPROVAL**

6 16. The Settlement Agreement requires approval of the bar order by the court in the
7 SEC Action. I am submitting a preliminary approval motion in the SEC Action concurrently with
8 Class Plaintiffs’ filing of their motion to approve the settlement. I support the Class Plaintiffs’
9 motion for preliminary approval as part of the Settlement.

10 17. I believe the settlement to be fair, adequate, and reasonable. The settlement would
11 allow me to distribute tens of millions of dollars to net losing investors in the J&J Investment
12 Scheme. In light of the litigation risks described in the approval motions, I believe the settlement
13 is in the best interests of the receivership estate. I ask that the Court grant preliminary approval in
14 both the SEC Action and the Class Action.

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16 I declare under penalty of perjury that the foregoing is true and correct.

17 Dated: 4/17/2026

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19  Signed by:
Geoff Winkler
DDCDD90F88E6402...

20 Geoff Winkler, Receiver

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EXHIBIT 4

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

<i>In re J&J Investment Litigation</i>
GEOFF WINKLER, as court-appointed receiver for J&J Consulting Services, Inc., an Alaska corporation; J&J Consulting Services, Inc., a Nevada corporation; and J and J Purchasing LLC, Florida limited liability company,
Plaintiff,
v.
WELLS FARGO BANK, N.A.,
Defendant.

Case No.: 2:22-cv-00529-GMN-NJK

Case No.: 2:23-cv-00703-GMN-NJK

**DECLARATION OF JUSTIN HUGHES
OF STRETTO, INC., IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

1 I, Justin R. Hughes, hereby declare and state as follows:

2 1. My name is Justin R. Hughes. I have personal knowledge of the matters set forth
3 herein, and I believe them to be true and correct.

4 2. I am a director at Stretto, Inc. (“Stretto”), a nationally recognized legal services
5 and technology firm. Members of Stretto’s team have successfully administered many of the
6 most noteworthy securities class action settlements in recent years, including the Bank of
7 America Corp. Securities Litigation, No. 09-MDL-2058 (PKC) (S.D.N.Y.), the ADR FX
8 Settlements (*In re: BNYM ADR FX Litigation*, No. 16-CV-212-JPO-JLC (S.D.N.Y.), *Merryman*
9 *et al. v. Citigroup, Inc. et al.*, No. 1:15-cv-9185-CM-KNF (SDNY), *Merryman et al. v.*
10 *JPMorgan Chase Bank, N.A.*, No. 1:15-cv-9188-VEC (S.D.N.Y.), and the Grupo Televisa
11 Securities Litigation, No. 18-cv-1979-LLS (S.D.N.Y.). Examples of receivership cases where
12 Stretto has been retained include: *Commodity Futures Trading Commission v. Alexandre. et al.*,
13 No. 1:2022-cv-03822 (S.D.N.Y.); *Securities and Exchange Commission v. StraightPath Venture*
14 *Partners LLC, et al.*, Case No. 1:2022-cv-03897 (S.D.N.Y.); *Securities and Exchange*
15 *Commission v. The Heartland Group Ventures, LLC, et al.*, Case No. 4-21-cv-1310-O-BP (N.D.
16 Tex.); *In Re: Sajid Maqsood, Trustee of the Sajid Maqsood & Joan M. Maqsood Revocable*
17 *Trust, et al. vs. Pride of Austin High Yield Fund, I, LLC; CCG Capital Group, LLC and Robert J.*
18 *Buchanan*, Case No. D-1-GN-24-001018 (pending in the 201st Judicial District Court of Travis
19 County, Texas).

20 3. This declaration describes the proposed notice plan for the class action styled *In*
21 *re J&J Investment Litigation*, No. 2:22-cv-00529-GMN-NJK (D. Nev.), pending in the United
22 States District Court for the District of Nevada, and the plan for notice in the litigation styled
23 *Winkler v. Wells Fargo Bank, N.A.*, No. 2:23-cv-00703-GMN-NJK (D. Nev.), pending in the
24 United States District Court for the District of Nevada. Stretto recommends the proposed Class
25 Notice and proposed Bar Order Notice based on our extensive prior experience and research
26 into the notice issues particular to this case. We believe the Class Notice will be the best method
27 practicable under the circumstances to provide notice to the Class and the Bar Order Notice will
28

1 be the best method practicable under the circumstances to provide notice to the Bar Order Notice
2 List.¹

3 4. The proposed Class Notice for the Settlement uses customary procedures that
4 have been widely adopted in class actions and which have been designed to provide direct mail
5 (or direct email notice where available and determined appropriate) notification to all investors
6 who are members of the Class and who have been identified by the Receiver, as well as
7 additional notice by Internet. Likewise, the proposed Bar Order Notice for the Settlement uses
8 customary procedures that have been widely adopted in receivership actions and which have
9 been designed to provide direct mail (or direct email notice where available and determined
10 appropriate) notification to all creditors, non-class member investors, and persons or entities
11 affiliated with the Receivership Entities in the Receiver Action and SEC Action, as well as
12 additional notice by Internet.

13 Notice Plan

14 5. Stretto was retained by the Receiver to support services in *SEC v. Beasley et al.*,
15 Case No. 2:22-cv-00612-CDS-EJY (D. Nev.) (the “SEC Action”). From September 1, 2025,
16 through December 1, 2025, Stretto has worked at the direction of the Receiver and his team to
17 help receive and process investor and creditor claims. Stretto maintained a web page for
18 investors and creditors to submit claim forms by mail and electronically. Stretto also maintains a
19 database of claims and related data.

20 6. To give Class Notice to Class Members, the Receiver will provide Stretto with the
21 Class Notice List, which will include Class Member names, addresses, and claim determinations.
22 Stretto will mail the Class Notice to the individuals on the Class Notice List via first class mail
23 through the United States Postal Service. Prior to mailing, Stretto will attempt to update the last
24 known addresses of the Class Members set forth on the Notice List through the National Change
25 of Address system. To the extent the Class Notice is returned by the United States Postal Service
26 with a forwarding address for the recipient, Stretto will re-mail the Class Notice to the new

27 _____
28 ¹ All capitalized terms not otherwise defined herein have the same meanings as set forth in the Settlement Agreement, dated April 21, 2026.

1 address. In addition, Stretto will also email the Class Notice to all Class Members for whom an
2 email address is provided.

3 7. Class Members who did not participate in the SEC Action pursuant to the
4 Receiver's claims process will have the opportunity to submit a Claim in connection with this
5 Settlement. Stretto will maintain a web page for Class Members to download the Claim Form
6 electronically and submit a claim with supporting documentation. Stretto will also receive and
7 record any Claim Forms and supporting documentation that are mailed in. The Receiver and his
8 team will determine based on their records and any supporting documentation whether to allow
9 any such late claims in whole or in part.

10 8. To deliver the Bar Order Notice to affected Receivership stakeholders, the
11 Receiver will provide Stretto with the Bar Order Notice List. Stretto will mail via first class mail
12 through the United States Postal Service the Bar Order Notice to the individuals on the Bar Order
13 Notice List. Prior to mailing, Stretto will attempt to update the last known addresses of the Bar
14 Order Notice List through the National Change of Address system. To the extent the Bar Order
15 Notice is returned by the United States Postal Service with a forwarding address for the recipient,
16 Stretto will re-mail the Bar Order Notice to the new address. Stretto will also email the Bar Order
17 Notice to every member of the Bar Order Notice List for whom an email address is provided.

18
19 I declare under penalty of perjury that the foregoing is true and correct.

20 Dated this 27th day of April, 2026.

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Justin R. Hughes

EXHIBIT 5

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

In re J&J Investment Litigation

Case No.: 2:22-cv-00529-GMN-NJK

**PROPOSED ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND PROVIDING FOR
NOTICE**

1 WHEREAS, the above-entitled action is pending before this Court (the “Class Action”);
2 WHEREAS, the parties having made application, pursuant to Federal Rule of Civil
3 Procedure 23(e), for an order approving settlement of this Class Action , in accordance with the
4 Settlement Agreement and Release dated April 21, 2026 (the “Agreement”), which, together with
5 the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the
6 Class Action and for dismissal of the Class Action with prejudice upon the terms and conditions
7 set forth therein; and the Court having read and considered the Agreement and the exhibits
8 Annexed thereto;

9 WHEREAS, all defined terms herein have the same meanings as set forth in the Agreement;

10 WHEREAS, the Court has reviewed Plaintiff’s Motion for Preliminary Approval and
11 supporting brief requesting that this Court: (1) conditionally certify the Settlement Class; (2)
12 preliminarily approve the parties’ proposed class action settlement; (3) appoint Barrett Henzel,
13 Allan Carso, Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan
14 McDaniel as Class Representatives, their counsel as Class Counsel, and Stretto, Inc. as the
15 Settlement Administrator; (4) set the deadlines for written exclusion or objections to the
16 Agreement; (5) approve the form of Class Notice to the Settlement Class and the claim form; and
17 (6) schedule a hearing on the final approval of the Agreement for _____, 2026.

18 NOW, THEREFORE, IT IS HEREBY ORDERED:

19 1. N A Plaintiffs Barrett Henzel, Allan Carso, Craig Rodney Michaelis,
20 Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel (“Plaintiffs”) allege that
21 Defendant Wells Fargo Bank, N.A., (“Wells Fargo” or “Defendant”) (1) violated the Nevada
22 Uniform Fiduciaries Act; (2) aided and abetted breach of fiduciary duty; (3) aided and abetted fraud;
23 and (4) was negligent arising out of and relating to an alleged Ponzi scheme perpetrated by Jeffrey
24 Judd and Matthew Beasley. Defendants dispute and deny all of Plaintiff’s claims.

25 2. S Plaintiffs Barrett Henzel, Allan Carso, Craig Rodney Michaelis, Joshua
26 Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan McDaniel (the “Class Representatives”),

1 individually and as Class Representative on behalf of the Class, and Defendant Wells Fargo Bank,
2 N.A., (collectively, the “Parties”) have negotiated a potential settlement of the Class Action to avoid
3 the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims
4 (as defined in the Agreement) against Defendant and the Releasees.

5 3. **R**_____ At the preliminary approval stage, the Court’s task is to evaluate whether the
6 settlement under Rule 23(e)(1). The Court may preliminarily approve the settlement only if it
7 concludes that it will “likely” be able to (a) certify the class for purposes of judgment and (b) approve
8 the parties’ settlement as fair, reasonable, and adequate. Whether a settlement merits approval as
9 fair, reasonable, and adequate is guided by the elements in Rule 23(e)(2). Supplementing those Rule
10 23(e) elements are the “*C* *r* *i* *l* *l* factors.” *See generally C* *r* *i* *l* *l* *ill., L.L.C. v. en. Ele .*, 361
11 F.3d 566, 575 (9th Cir. 2004); *see also Daniels v. Aria Resort & Casino, LLC*, 2023 WL 2634613,
12 at *2-3 (D. Nev. Mar. 23, 2023) (Navarro, J.) (applying both Rule 23 and *C* *r* *i* *l* *l* factors); *im v.*
13 *Allison*, 8 F.4th 1170, 1178 (9th Cir. 2021). Settlements that occur before formal class certification
14 “require a higher standard of fairness.” *In re Ego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th
15 Cir. 2000). In reviewing such settlements, a court also must ensure that “the settlement is not the
16 product of collusion among the negotiating parties.” *In re Bl etoot ea set ro s. Lia . Litig.*,
17 654 F.3d 935, 946-47 (9th Cir. 2011).

18 The Court has carefully reviewed the Agreement pursuant Rule 23(e)(1), including the notice
19 plan, the plan of allocation and the release of claims, as well as the files, records, and proceedings
20 to date in the Class Action. The terms and conditions in the Agreement are hereby incorporated as
21 though fully set forth in this Order, and, unless otherwise indicated, capitalized items in this Order
22 shall have the meanings attributed to them in the Agreement.

23 4. _____ This Court has jurisdiction over the subject matter of the Class Action
24 and over all parties to the Class Action, including all of the Class Members, and venue in this Court
25 is proper.

1 5. P S A Based on the review the Court has conducted, as
2 set forth in paragraph 3, the Court does hereby preliminarily approve the Agreement and the
3 Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the
4 Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement
5 as set forth in the Agreement falls within the range of reasonableness and was the product of
6 informed, good-faith, arms'-length negotiations between the Parties and their counsel, and therefore
7 meets the requirements for preliminary approval. The Court finds and concludes that the amount of
8 the settlement, the stage of the proceedings at which the Agreement was reached, the deliberate
9 nature of settlement negotiations, the assistance of experienced mediator Robert Meyer, Esq. in the
10 settlement process, and the overall record in this action, all support the finding that the Settlement
11 is non-collusive.

12 6. C S C Pursuant to Federal Rule of Civil Procedure 23,
13 the Court conditionally certifies, for settlement purposes only, (and for no purposes and with no
14 other effect upon the Class Action, including no effect upon the Class Action should the Agreement
15 not receive Final Approval or should the Effective Date not occur), a class defined as all natural and
16 legal persons who invested in a J&J Entity lawsuit settlement contract between January 2017 and
17 March 2022 and who incurred a loss of their principle investment (in whole or in part) as determined
18 by the Receiver pursuant to his court-appointed duties and as identified in the Receiver's official
19 records submitted to the Court in the SEC Action. Excluded from the class are Wells Fargo and the
20 Relevant Non-Parties as defined in the Class Action Complaint; their parents, affiliates, subsidiaries,
21 legal representatives, predecessors, successors, assigns, and employees; and any judge to whom the
22 Class Action or Receiver Action is assigned, his or her spouse, and all persons within the third
23 degree of relationship to either of them, as well as the spouses of such persons.

24 The Court finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure,
25 that it will likely be able to certify the Class for purposes of the proposed Settlement. Specifically,
26 and solely for purposes of the proposed Settlement of this Class Action, the Court finds that each

1 element required for certification of the Class pursuant to Rule 23 of the Federal Rules of Civil
2 Procedure has been met or will likely be met:

3 (a) the members of the Class are so numerous that their joinder in the Class Action would
4 be impracticable;

5 (b) there are questions of law and fact common to the Class that predominate over any
6 individual questions;

7 (c) the Plaintiffs' claims are typical of the claims of the Settlement Class;

8 (d) Plaintiffs and Class Counsel have and will fairly and adequately represent and
9 protect the interests of the Class; and

10 (e) a class action is superior to other available methods for the fair and efficient
11 adjudication of the claims.

12 7. D C R C C The Court finds and
13 concludes, pursuant to Rule 23(e)(1)(B)(ii), that it will likely be able to certify Barrett Henzel, Allan
14 Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and Clint and Dan
15 McDaniel as the Class Representatives, in that their claims typical of and they are adequate
16 representatives of the Settlement Class they propose to represent. The Court hereby appoints Barrett
17 Henzel, Allan Carso, Craig Rodney Michaelis, Joshua Luekenga, Gary Lundin, Bryce Kelly, and
18 Clint and Dan McDaniel as the Class Representatives for the Settlement Class. The Court finds and
19 concludes that the law firms Girard Sharp LLP, Gibbs Mura LLP, and Law Offices of Robert L.
20 Brace have extensive experience and expertise in prosecuting class actions and they have diligently
21 prosecuted the Class Action. The Court hereby appoints Plaintiffs' counsel of record in this case as
22 Class Counsel.

23 8. The Court hereby preliminarily approves the Settlement, as embodied in the
24 Agreement, and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that
25 it will likely be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable,
26

1 and adequate to the Class, subject to further consideration at the Settlement Hearing to be conducted
2 as described below.

3 9. F A. A hearing (the “Final Approval Hearing”) shall be held
4 before this Court on _____, 202____, at _____ .m., at the United States
5 District Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, Nevada 89101 to
6 determine, among other things: (i) whether the proposed Settlement of the Class Action on the terms
7 and conditions set forth in the Agreement is fair, reasonable, and adequate to the Class and should
8 be approved by the Court; (ii) whether a Judgment as provided in Paragraph 1.34 of the Agreement
9 should be entered; (iii) whether Settlement Class Members should be bound by the Release set forth
10 in the Agreement; (iv) any amount of fees and expenses that should be awarded to Class Counsel
11 and any award to the Class Representatives for their representation and service to the Class; (v) to
12 consider any Settlement Class Member’s objections to the Settlement and/or any application of
13 Class Counsel for payment or reimbursement of attorney’s fees, costs, and expenses and any
14 application for an award to the Class Representatives; and (vi) to rule upon such other matters as
15 the Court may deem appropriate. The Parties shall include the date of the Final Approval Hearing
16 in the Class Notice to be mailed to the Settlement Class.

17 10. C N The Court approves the form, substance, and requirements of the Class
18 Notice (the “Notice,” annexed hereto as E _____). The Court further finds that the form, content,
19 and distribution of the Notice, substantially in the manner and form set forth in Paragraph 11 of this
20 Order, meets the requirements of the Federal Rule of Civil Procedure 23 and due process. The Class
21 Notice fairly, plainly, accurately, and reasonably informs potential Class Members of appropriate
22 information about: (1) the nature of this action, the definition of the Settlement Class, the identity
23 of Class Counsel, and the essential terms of the Settlement, including the plan of allocation for the
24 monetary and other relief, and includes the address for a website maintained by the Settlement
25 Administrator that has links to the notice, motions for approval and for attorney’s fees, claim form,
26 and any other important documents in this case; (2) Class Representatives’ forthcoming application

1 for the Class Representatives' service awards and Class Counsel's attorneys' fees and costs award;
2 (3) how Class Members may claim settlement payments and how the Settlement Class Members'
3 share of the Settlement Fund will be calculated and distributed; (4) this Court's procedures for final
4 approval of the Settlement; (5) how to Opt-Out or Object to the Settlement; (6) how to obtain
5 additional information regarding this Action and the Settlement, including instructions on how to
6 access the case docket via the Public Access to Court Electronic Records ("PACER") or in person
7 at the Courthouse; and (7) the date of the Final Approval Hearing and that the date may change
8 without further notice to the Settlement Class, and that Class Members may check the settlement
9 website or PACER to confirm that the date has not been changed.

10 The Court further finds and concludes that the proposed plan for distributing the Class Notice
11 likewise is a reasonable method calculated to reach all individuals who would be bound by the
12 Settlement. Under this plan, prior to distributing the Class Notice and after receiving a Class Notice
13 List from the Receiver, the Settlement Administrator will update addresses through the NCOA or
14 similar databases. After the Settlement Administrator updates the Settlement Class's addresses, the
15 Notice will be sent out via first-class mail to the Settlement Class Members. Where no physical
16 address exists, the Settlement Administrator will email the notice, to the extent an email address is
17 available. No later than the mailing of the Notice, the Notice will be posted to the Settlement
18 Website. There is no additional method of distribution that is cost-effective and would be reasonably
19 likely to notify potential Class Members who may not receive notice under this proposed distribution
20 plan.

21 The Court hereby concludes that the proposed Class Notice and Notice plan are the best
22 practicable under the circumstances and are reasonably calculated, under all the circumstances, to
23 apprise potential Class Members of the pendency of the Class Action, to apprise persons who would
24 otherwise fall within the definition of the Class of their right to exclude themselves from the
25 proposed Class, and to apprise Class Members of their right to object to the proposed Settlement
26

1 and their right to appear at the Final Approval Hearing. The Court further finds that the Notice
2 constitutes due and sufficient notice to all persons entitled thereto.

3 11. S A. The Court approves the appointment of Stretto, Inc. ___ to
4 supervise and administer the notice procedure as more fully set forth below:

5 (a) No later than thirty days from the entry of this Order (the “Class Notice Mailing Date”),
6 the Settlement Administrator shall cause a copy of the Class Notice, substantially in the form
7 annexed as Exhibit 1 hereto, to be mailed by first class U.S. mail to the last known mailing address
8 of each individual on the Class Notice List, after being updated by the Settlement Administrator
9 using the NCOA or similar databases, or alternatively, via email if no physical address exists;

10 (b) No later than the Notice Mailing Date, the Receiver shall post to the Receiver’s
11 website, the Agreement and Exhibits, including the Class Notice substantially in the form annexed
12 as Exhibit 1 hereto, as well as this Preliminary Approval Order, applications for attorneys’ fees and
13 class representatives’ service awards (when available), the Final Approval Order, and the operative
14 Complaint in this Action;

15 (c) The Receiver shall provide counsel with written confirmation following publication via
16 website;

17 (d) Following the mailing of the Class Notice, the Settlement Administrator shall provide
18 counsel with written confirmation of the mailing;

19 (e) The Settlement Administrator shall otherwise carry out its duties as set forth in the
20 Agreement; and

21 (f) The Class Notice List shall be treated as Confidential pursuant to Section 18 of the
22 Settlement Agreement.

23 12. S F The Receiver is authorized to establish an account at a
24 federally-insured financial institution which satisfies the requirements to be a “ qualified Settlement
25 Fund” within the meaning of Treasury Regulation Section 1.468B-1, promulgated under Section
26 468B of the Internal Revenue Code of 1986, as amended. As set forth in the Settlement Agreement,

1 the Receiver will administer the Settlement Fund and will be the “Administrator” of this qualified
2 Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Receiver shall
3 establish the qualified Settlement Fund in accordance with the terms of the Settlement Agreement.

4 13. S C F Settlement Class Members with allowed claims
5 pursuant to the SEC Distribution Plan shall have a Claim in connection with the Settlement and shall
6 be entitled to payment from the Settlement Fund as set forth in the Agreement. Class Members who
7 did not participate in the SEC Action pursuant to the Receiver’s claims process will have the
8 opportunity to submit a Claim. The Class Notice shall include a statement that Class Members who
9 did not submit a Claim in the SEC Action pursuant to the SEC Claims Order may make a Claim in
10 connection with this Settlement. The Class Notice shall state that, any such Claim Form must be
11 submitted by the Objection Deadline, and that except for the lapsed submission deadline, the
12 submission of a Claim Form shall be governed by the SEC Claims Order and a resulting Claim, if
13 allowed, shall entitle the Settlement Class Member only to proceeds of the Settlement Fund and not
14 a general distribution from receivership funds in the SEC Action. All completed Claim Forms must
15 be postmarked or electronically submitted to the Settlement Administrator or Receiver no later than
16 sixty days after the Class Notice Mailing Date. Any Class Member who does not timely and validly
17 submit a Claim shall be barred from receiving payment under the Settlement, unless otherwise
18 ordered by the Court, but shall nevertheless be bound by any Final Judgment entered by the Court.

19 14. E C Any Class Member may, upon request, be excluded from
20 the Class. Any such Class Member must submit a written Request to Opt Out to the Settlement
21 Administrator at the mailing address listed in the Class Notice no later than sixty days after the
22 Notice Mailing Date. To be valid, the Request to Opt Out must: (a) identify the case name; (b)
23 identify the name and address of the person requesting exclusion; (c) be personally signed by the
24 person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from
25 the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement
26 Class in the Action,” as set forth in Section 11 of the Agreement. All Class Members who submit

1 valid, verified, and timely Requests to Opt Out in the manner set forth in this Paragraph shall have
 2 no rights under the Agreement and shall not be bound by the Agreement or any Final Judgment.
 3 Mass or class opt outs shall not be allowed. A Class Member who desires to opt out must take
 4 timely affirmative written action pursuant to this Order and the Agreement, even if the person
 5 desiring to opt out of the Class (a) files or has filed a separate action against any of the Released
 6 Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of
 7 the Released Parties.

8 15. C R O O The Settlement Administrator shall provide Class
 9 Counsel and Wells Fargo's Counsel with a list of all timely Requests to Opt Out on a rolling basis,
 10 and a final list of all timely Opt-Out Requests within seven business days after the Opt Out Deadline.

11 16. E A Any member of the Class who does not exclude himself or
 12 herself from the Settlement Class may enter an appearance in the Action, at his or her own expense,
 13 individually or through counsel of his or her own choice. If he or she does not enter an appearance,
 14 he or she will be represented by Class Counsel.

15 17. E C All Class Members who do not exclude themselves from
 16 the Settlement Class by properly and timely submitting a Request to Opt Out shall be bound by all
 17 determinations and judgments in the Action concerning the Settlement, whether favorable or
 18 unfavorable to the Class.

19 18. O Any Class Member who does not timely and validly exclude himself or
 20 herself from the Settlement Class may appear and show cause, if he or she has any reason to object
 21 to the Settlement; provided, however, that no Class Member shall be heard or entitled to contest the
 22 approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment
 23 to be entered thereon approving the same, or any attorney's fees and expenses to be awarded to
 24 Class Counsel or award made to the Class Representative, unless a written objection is sent to the
 25 Clerk of Court at the mailing address listed in the Class Notice no later than sixty days after the
 26 Notice Mailing Date. The written objection must also be mailed to Class Counsel and Defense

1 forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing
2 and raise any objections.

3 20. S M F A The motion in support of final approval of
4 the Settlement shall be filed and served within thirty days of the Class Notice Mailing Date, and
5 prior to the Final Approval Hearing.

6 21. F E A Class Counsel’s application for Attorneys’ Fees and
7 Expenses shall be filed within thirty days of the Class Notice Mailing Date, and prior to the Final
8 Approval Hearing. Neither Defendants nor the Releasees shall have any responsibility for any
9 application for Attorney’s Fees and Expenses submitted by Class Counsel. At or after the Final
10 Approval Hearing, the Court shall determine whether to approve Class Counsel’s request for
11 Attorneys’ Fees and Expenses and whether to approve any request for an award to the Class
12 Representatives for their service to the Class.

13 22. R If the Settlement is finally approved, the Releasors shall release the
14 Releasees from the Released Claims.

15 23. U O Neither this Order, the fact that settlement was reached and filed, the
16 Agreement, nor any other related negotiations, statements, or proceedings shall be construed as,
17 offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability
18 or wrongdoing whatsoever or breach of any duty on the part of Defendants, the Class
19 Representatives, or the Settlement Class Members. This Order is not a finding of the validity or
20 invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order,
21 the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations,
22 statements, or proceedings relating thereto in any way be used, offered, admitted, or referred to in
23 the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other
24 proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to
25 enforce the Agreement.

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29. A The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Agreement.

30. The Court retains exclusive jurisdiction over the Class Action to consider all further matters arising out of or connected with the Agreement and the Settlement.

IT IS SO ORDERED

Y T E COURT

G M N