

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

IMPORTANT NOTICE ABOUT A PROPOSED CLASS ACTION SETTLEMENT THAT AFFECTS YOU.

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE.

THIS IS NOT A SOLICITATION FROM A LAWYER.

A Settlement of \$26.625 million has been reached in a class action lawsuit brought by a group of Plaintiffs, Gilmer Bautista, Gilmer's Enterprise LLC, Juan Mendoza, Alejandro Diaz, and Tyler Witter ("Plaintiffs"), who invested money in the "MJ Capital Scheme" (as further defined below).

Plaintiffs allege that they and many other investors were defrauded by the investment scheme Johanna Garcia, Pavel Ruiz, other board members, owners, account representatives, managers, team leads and other promoters, including their affiliates and subsidiaries, perpetuated (the "MJ Capital Scheme") through the use of the MJ Capital Receivership Entities (namely, MJ Capital Funding LLC, MJ Taxes and More Inc., Pavel Ruiz MJCF LLC, and UDM Remodeling, LLC). They allege that their investments were in fact part of a "Ponzi scheme" where the new money from investors was used to pay returns to other investors or was stolen by the MJ Capital Scheme. Plaintiffs brought a class action lawsuit against Wells Fargo Bank, N.A. ("Wells Fargo") alleging that it aided and abetted MJ Capital in the fraud.

Plaintiffs, Defendant and Receiver agreed to enter into this Settlement to avoid the uncertainties, delays and expenses of ongoing litigation, while providing "Settlement Class Members" with definite benefits now. **The purpose of this Notice is to inform you of the class action and the proposed Settlement so that you can decide what to do.**

BRIEF SUMMARY OF THE SETTLEMENT

WHO'S INCLUDED?

Records show that you are a member of the Settlement Class because you invested money in the MJ Capital Scheme and suffered monetary damages.

WHAT ARE THE SETTLEMENT TERMS?

What the Settlement Class Members Are Getting.

Monetary Relief. Wells Fargo has agreed to pay \$26.625 million into a Settlement fund (the "Settlement Fund"), which will be distributed to Participating Settlement Class Members after first deducting any attorneys' fees and costs the Court awards for attorneys representing the Class ("Class Counsel"), Notice and administration expenses, Service Awards that the Court may award Plaintiffs, and other costs, fees or expenses approved by the Court. The amount remaining in the Settlement Fund after deduction of fees, expenses or Service Awards will be the "Net Consideration" available for distribution to the Participating Settlement Class Members.

What the Settlement Class is Giving Up.

In return for the relief that Wells Fargo is providing, Settlement Class Members are deemed to have agreed to a release of any claims that you may have against Wells Fargo relating in any way to the MJ Capital Scheme.

HOW CAN I GET PAYMENT?

If you have previously submitted a proof of claim to the Court-appointed Receiver for MJ Capital by July 19, 2022, then you do NOT need to do anything to request to participate in the Settlement. Your previously-submitted proof of claim will be treated as your request to participate in the Settlement.

If you did not previously submit a proof of claim to the Court-appointed Receiver for MJ Capital by July 19, 2022, then you should review the accompanying Claim Form carefully to confirm your eligibility as a Settlement Class Member, and follow the instructions for completion and submission that are on the Claim Form. You are what is referred to as an "Additional Claimant" in this Notice and the Settlement Agreement.

WHAT ARE MY OTHER OPTIONS?

You can exclude yourself (also known as opting out): If you do not want to be bound by the Settlement, then you can exclude yourself. But you must do so by May 25, 2023. Part 0 below explains what you need to do to exclude yourself. If you do not exclude yourself, and you timely submit a Claim Form by June 9, 2023 (or previously submitted

a timely proof of claim to the Court-appointed Receiver), and the Settlement is given final approval by the Court, then you will remain a member of the Settlement Class. If you do not submit a Claim Form by June 9, 2023, and you did not submit a timely proof of claim to the Court-appointed Receiver, then you will not receive an allocation from the Settlement Fund.

You can object: Alternatively, you may object to the Settlement by May 25, 2023. Part 0 below explains what you need to do to object to the Settlement. The Court will hold a hearing on **June 30, 2023**, beginning at **11:00 a.m. in Courtroom 110 at the United States Courthouse, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301**, to consider whether to finally approve the Settlement, as well as any request for attorneys' fees by Class Counsel (the "Final Approval Hearing"). If you object, Part 0 explains how you may ask the Court to speak at the Final Approval Hearing. Persons who exclude themselves from the Settlement Class will not be bound by the Settlement; however, they cannot file an objection and cannot speak at the Final Approval Hearing.

The rest of this Notice provides you with a more detailed summary of the Settlement, and also more fully describes your legal rights and options. For even more information, please visit www.mjcapitalclasssettlement.com (the "Settlement Website"), at which you may download a complete copy of the Settlement Agreement and other documents related to this case. ***Please read all of this Notice carefully and in its entirety because your legal rights may be affected whether you act or don't act.***

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because according to the Court-appointed Receiver for the MJ Capital Receivership Entities, based on MJ Capital Receivership Entities' records you signed an agreement to invest funds in the MJ Capital Scheme, or you entered your information as an investor on the Receiver's investor website. You have a right to know about a proposed Settlement of a class action lawsuit pending in the U.S. District Court for the Southern District of Florida (the "Court") entitled *Gilmer Bautista, et al. v. Wells Fargo Bank, N.A.*, Case No. 21-cv-61749-SINGHAL (the "Action"). You are entitled to know your options before the Court decides whether to approve the Settlement. If the Settlement is approved, certain payments will be distributed to Settlement Class Members as described in the Settlement Agreement, and Settlement Class Members will release claims arising from the actions at issue in the lawsuit. This package describes the Action, the Settlement, your legal rights, what relief is being offered to you, how that relief will be distributed and other important information. This Notice only summarizes the Settlement. The full terms of the Settlement Agreement are available for review at www.mjcapitalclasssettlement.com. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. You should review the Settlement Agreement before deciding what to do.

2. What is this lawsuit about?

Plaintiffs brought the Action alleging that a group of Florida companies and individuals led Plaintiffs and other investors around the country to believe that by entering into a uniform investor agreement their investor funds would be used to make merchant cash advances to small businesses and in return would receive high monthly returns from merchant loan repayments and interest received. In reality, the MJ Capital Receivership Entities paid returns to investors using new investor money, raising as much as \$200 million from investors.

On August 9, 2021, MJ Capital Funding, LLC, MJ Taxes and More Inc., and Johanna M. Garcia, were sued by the Securities and Exchange Commission ("SEC") for these practices. The Court in that case, *SEC v. MJ Capital Funding, LLC, et al.*, Case No. 21-cv-61644-SINGHAL (S.D. Fla.) (the "SEC Action"), entered a series of orders restraining MJ Capital Funding LLC and MJ Taxes and More Inc. from conducting further business. That Court installed a receiver, Corali Lopez-Castro, Esq. (the "Receiver"), to take control of the MJ Capital Receivership Entities.

Plaintiffs allege, among other things, that Wells Fargo aided and abetted the MJ Capital Scheme, and argue that Wells Fargo knew what the MJ Capital Receivership Entities were doing and assisted their acts by, among other things, helping them get around the bank's anti-money laundering and internal restrictions.

Wells Fargo vigorously denies that it did anything illegal or wrong. It contends that Plaintiffs are attempting to hold it liable for acts committed solely by the MJ Capital Receivership Entities.

This Settlement is a compromise of these and other claims described in the Settlement Agreement. Part 0 of this Notice explains how you may obtain more information about the claims in this Action and Defendant's response to

those claims. You can also visit www.mjcapitalclasssettlement.com to review Plaintiffs' operative complaint, the Parties' proposed Settlement Agreement, and other documents related to this Action.

3. What is a class action, and why is this case a class action?

In a class action, one or more persons called "class representatives" (here, Plaintiffs) sue on behalf of people who have similar claims. All of those people with similar claims are the "class" or "class members." One court resolves the issues for all class members, and all class members are bound by the court's decision or settlement.

The Honorable Judge Raag Singhal of the U.S. District Court for the Southern District of Florida is in charge of this case.

Because the Settlement will determine the rights of the Settlement Class, the Parties must make the best effort practicable to send Notice to all of the Settlement Class Members before the Court can consider entering final approval of the Settlement and making it effective. If the Settlement is not given final approval, or otherwise fails to become final, or is terminated by the Parties for any of the reasons set forth in Section 12 of the Settlement Agreement, then the Settlement will become void, the Settlement Class will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendant would win this case. Instead, both sides agreed to the Settlement before any judgment was entered. That way, the Parties avoid the uncertainties and expenses of ongoing litigation, and the delays of a trial and possible appeals, while providing the Settlement Class Members with definite benefits now rather than the uncertain benefits potentially available from fully contested litigation years from now (if at all). Plaintiffs believe that Settlement is in the best interest of Settlement Class Members because it offers them relief now, while at the same time allowing anyone who wishes to pursue their own individual claims against Defendant to exclude themselves from the Settlement Class. The Settlement avoids the risk of an unfavorable result for Settlement Class Members, which could mean no recovery at all.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Court has preliminarily approved the certification of a class for settlement purposes. The Court decided that everyone who fits the following description is a member of the Settlement Class:

All persons and entities who invested money in the MJ Capital Scheme and suffered damages.

Excluded from the Settlement Class are the Judge to whom the Action is assigned and any member of the Judge's staff and immediate family; Defendant and its directors and officers; and "WELLS FARGO EMPLOYEE 1" and "WELLS FARGO EMPLOYEE 2" as alleged in the Amended Class Action Complaint filed in the Action.

As noted above, if this Notice was addressed to you, then according to the Court-appointed Receiver's records, you are a member of the Settlement Class unless you timely and properly exclude yourself from the Settlement Class as described in Part 0 of this Notice.

6. What does the Settlement provide?

The Defendant has agreed to fund the \$26.625 million Settlement Fund. If the Settlement receives Final Approval, the Settlement Fund will first be used to pay (1) Court-awarded attorneys' fees, reimbursement of costs, and Service Awards; (2) Notice and Administration Expenses; (3) Taxes, if any; and (4) any other costs, fees, or expenses approved by the Court. The term "Notice and Administration Expenses" means all costs, fees, and expenses incurred in connection with providing Notice, distributing the Settlement proceeds, reviewing opt-out requests, addressing inquiries regarding the Settlement, and otherwise administering the Settlement. The money remaining after these fees, costs and expenses are deducted is the Net Consideration.

Each Settlement Class Member who does not opt out of the Settlement and has either submitted a timely proof of claim to the Receiver by July 19, 2022 or timely submitted a Claim Form to the Settlement Administrator, will be deemed to have submitted a request to have an "Allowed Claim" for his or her Distribution of the Net Consideration. To determine the amount of an Allowed Claim the Settlement Administrator will use the process set forth in the Settlement Agreement. Please review the Settlement Agreement for further details.

The actual amount that each Participating Settlement Class Member will receive will ultimately depend on a variety of factors, including the fees and expenses awarded by the Court and expended by the Settlement Administrator, the number of Settlement Class Members who choose to opt out of the Settlement, and the number of Additional Claimants who submit Claim Forms.

7. How can I get such relief?

If you have previously submitted a proof of claim to the Court-appointed Receiver for the MJ Capital Receivership Entities by July 19, 2022, as long as you do not exclude yourself from the Settlement Class, then you will be deemed to have submitted your request to receive a distribution from the Settlement Fund.

If you did not previously submit a proof of claim to the Court-appointed Receiver for the MJ Capital Receivership Entities by July 19, 2022 (that is, if you are an Additional Claimant), as long as you (i) do not exclude yourself from the Settlement Class and (ii) timely return or submit the Claim Form by June 9, 2023, to the Settlement Administrator, then you will be deemed to have submitted your request to receive a distribution from the Settlement Fund. You can return the Claim Form by submitting it at www.mjcapitalclasssettlement.com; mailing it to MJ Capital Class Settlement Administrator, PO Box 6175, Novato, CA 94948-6175 or emailing it to the Settlement Administrator in .pdf format to info@mjcapitalclasssettlement.com.

8. When would I get such relief and how will it be distributed to me?

The Court will hold a hearing on June 30, 2023, at 11:00 a.m. to decide whether to approve the Settlement. The Court will approve the Settlement only if it finds it to be fair, reasonable and adequate. It may take the Court several weeks or months after the hearing before it decides. If the Court approves the Settlement, then there may be appeals. If appeals are filed, then it is uncertain how long it will take to resolve them. It is also possible that this Settlement may be terminated for other reasons, such as those set forth in Section 12 of the Settlement Agreement (a copy of which is available for review at www.mjcapitalclasssettlement.com). Please be patient.

The “Final Approval” date, as defined in the Settlement Agreement, is the date when the order granting final approval of the Settlement and entering judgment (the Final Order and Judgment), and the final approval of the Settlement in the SEC Action, will be final and no longer subject to appeal. Distributions are expected to be made as soon as practicable after the Settlement Administrator has determined the Allowed Claim amounts for timely filed proofs of claim and Claim Forms. The Settlement Website and Receiver’s Website <https://kttlaw.com/mjcapital/> will be updated from time to time to reflect the progress of the Settlement and claims review.

All checks will expire and become void 120 days after they are issued and will be considered unclaimed funds. Unclaimed funds will be considered a waiver by you of the right to receive a Distribution from the Settlement Fund. Unclaimed distributions may be redistributed *pro rata* to other "Settlement Class Members" who hold Allowed Claims.

9. Will the Settlement have any tax consequences on me?

Neither the Court nor the Parties (including their counsel) can advise you about what, if any, tax consequences might arise for you from the Settlement. You are encouraged to consult with your own tax advisor to determine whether any potential tax consequences could arise from your receipt of a Distribution.

10. Am I giving up anything by remaining in the Settlement Class?

If you don’t exclude yourself, then you will remain in the Settlement Class, and that means that if the Settlement is given final approval and reaches the Final Approval date, then you shall be deemed to be a “Releasing Party.” As a Releasing Party, you shall be deemed to release the following “Released Claims”:

any and all claims, defenses, actions, causes of action, suits, obligations, debts, offsets, setoffs, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, refunds, reimbursements, restitution, relief for contempt, and attorneys’ fees of any nature whatsoever, whether arising under federal law, state law, local law, common law or equity, state or federal securities laws, any state’s consumer protection laws, unjust enrichment, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or any other law, 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, penalties, interest, attorneys’ fees, costs, or expenses, whether known or Unknown Claims, suspected or unsuspected, asserted or unasserted, accrued or not accrued, matured or unmatured, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that arise from or relate in any way

to the MJ Capital Scheme (excluding, for avoidance of doubt, any claims to enforce the Settlement or the Final Order and Judgment).

This release will include claims that you and any other Settlement Class Member does not know or suspect to exist in her, his, or its favor at the time of the release of the Released Parties, which if known by him, her, or it might have affected her, his, or its decision(s) with respect to the Settlement, including the decision to seek exclusion from or object to the Settlement.

If the Settlement is given Final Approval, then all Settlement Class Members will have expressly, and by operation of the Judgment, to the fullest extent permitted by law, waived and relinquished any and all provisions, rights, and benefits conferred by any law or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which 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.

As a “Releasing Party,” you shall be deemed to understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, you shall be deemed to acknowledge that you are aware that you may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement Agreement, but that you release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. You shall acknowledge, and by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

The full terms of the release provisions of the Settlement are at Section 10 of the Settlement Agreement, a copy of which is available at www.mjcapitalclasssettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement Class?

If you don’t want to be part of the Settlement, or if you want to keep the right to sue or continue suing Wells Fargo on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement Class. This is also called “opting out” of the Settlement Class. If you exclude yourself from the Settlement Class, you will not be bound by the Settlement and will not receive any relief offered by the Settlement, but you will be free to file and then pursue your own individual lawsuit regarding the Released Claims if you wish to do so. However, the Court has ruled that neither the Settlement, nor this Notice, nor the Court’s Preliminary Approval Order may be used as evidence in such individual lawsuits. You should be aware that if you do exclude yourself and plan to file your own action against Wells Fargo, the statute of limitations applicable to your claim may prevent you from separately suing Wells Fargo unless you act promptly.

To exclude yourself, you must mail a letter sufficiently in advance to be received by the Settlement Administrator no later than May 25, 2023, stating that you want to be excluded from the Settlement Class. Your letter must be addressed to Wells Fargo Class Action Settlement Administrator Kozyak Tropin & Throckmorton, 2525 Ponce de Leon Blvd., 9th Floor, Coral Gables, FL 33134, with a copy to McGuireWoods LLP Attn.: Jarrod Shaw and Nellie Hestin, Tower Two-Sixty 260 Forbes Ave., Suite 1800, Pittsburgh, PA 15222; and Colson Hicks Eidson, P.A. Attn.: Curtis Miner, 255 Alhambra Circle, Penthouse, Coral Gables, FL 33134; and must (i) contain a caption or title that identifies it as a “Request for Exclusion in *Bautista, et al. v. Wells Fargo Bank, N.A.*”; (ii) include your name, mailing address and email address(es), and contact telephone number; (iii) specify that you want to be excluded from the Settlement Class; and (iv) be *personally* signed by you.

NOTE: If your request for exclusion is late or incomplete, then it will not be valid and you will remain part of the Settlement Class. You will still be bound by the Settlement and other orders or judgments in the Action, and you will not be able to participate in any other lawsuits against Defendant and the Released Parties based on the Released Claims.

12. If I don't exclude myself, can I sue Wells Fargo later for the same thing?

No. If you do not exclude yourself from the Settlement Class and the Settlement is given Final Approval, then you will give up the right to sue Defendant and the Released Parties for the Released Claims.

13. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not be eligible to receive any of the monetary benefits that the Settlement provides.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed Jason Kellogg and Jeffrey C. Schneider of the law firm of Levine Kellogg Lehman Schneider + Grossman LLP, and Curtis Miner of the law firm of Colson Hicks Eidson, P.A. and Frank Maderal of the law firm of Maderal Byrne PLLC, to represent you and the other Settlement Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called "Class Counsel," and they can be reached by writing them at:

Levine Kellogg Lehman Schneider + Grossman LLP
Miami Tower, 100 SE 2nd Street, 36th Floor
Miami, Florida 33131

Colson Hicks Eidson, P.A.
255 Alhambra Circle, Penthouse
Coral Gables, Florida 33134

Maderal Byrne & Furst PLLC, formerly, Maderal Byrne PLLC
2800 Ponce de Leon Boulevard, Suite 1100
Coral Gables, Florida 33134

You have the right to retain your own separate lawyer to represent you in this case, but you are not obligated to do so. If you hire your own lawyer, then you will be solely responsible for all of his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer, but if you want to appear at the Final Approval Hearing you must comply with the procedures set forth in Parts 0 through 0 of the Notice below.

15. How will Class Counsel and Settlement Class Representatives be paid?

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not been paid anything for their services. If the Settlement is approved, then Class Counsel will ask the Court for an award of attorneys' fees and expenses, to be paid from the Settlement Fund in the amount of 24.88% of the Settlement Fund for fees and reimbursement of expenses, which combined amount is \$6,625,000.

A recent decision of the U.S. Court of Appeals for the Eleventh Circuit holds that Service Awards for class representatives are not permissible in class actions. *See Johnson v. NPAS Solutions, LLC*, Case No. 18-12344, 2020 WL 5553312, at *12 (11th Cir. Sept. 17, 2020). If and only if that decision is vacated or reversed by the U.S. Supreme Court, then Class Counsel will also ask the Court for Service Awards for the Settlement Class Representatives for their efforts in bringing the Action, in amounts not to exceed \$3,000 per Plaintiff, which will also be paid from the Settlement Fund. Class Counsel will file with the Court their request for attorneys' fees and expenses, and Service Awards, on or before April 10, 2023, which will then be posted on www.mjcapitalclasssettlement.com.

The Settlement is not conditioned on the Court approving any specific amount of attorneys' fees and expenses (or Service Awards). The Court will ultimately decide whether any attorneys' fees and expenses should be awarded to Class Counsel, and whether any Service Awards should be awarded to Settlement Class Representatives, and in what amounts.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you do not exclude yourself from the Settlement Class, then you can object to the Settlement if you don't agree with any part of it. You can provide reasons why you think the Court should deny approval of the Settlement by filing an objection. However, you can't ask the Court to order a larger or different type of settlement as the Court can only approve or deny the Settlement presented by the Parties. If the Court denies approval, then no Settlement relief

will be available to the Settlement Class Members and the lawsuit will continue. If you file a written objection, then the Court will consider your views.

To object, you must file a written statement of objection with the Court. Your written objection must (i) contain a caption or title that identifies it as an “Objection to Case Settlement in *Bautista, et al. v. Wells Fargo Bank, N.A.*, Case No. 21-cv-61749-SINGHAL”; (ii) include your full name, mailing address and email address(es), and contact telephone number; (iii) provide an explanation of the basis upon which you claim to be a Settlement Class Member (such as, you received this Class Notice); (iv) state whether the objection applies only to you, or to the Settlement Class as a whole, and the reasons for your objection, accompanied by any legal or factual support for the objection; (v) disclose the name and contact information of any and all attorneys representing, advising or in any way assisting you in connection with the preparation or submission of your objection; (vi) disclose the case name and civil action number of any other objections that you or your counsel have made in any other class action cases in the last 5 years; (vii) state whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel; and (viii) be *personally* signed by you.

You may file your written statement of objection in person at, or you may mail it to, the Clerk of the Court, United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard, #108, Ft. Lauderdale, FL 33301. However, if you are represented by your own attorney, then your attorney must file your objection through the Court’s Case Management/Electronic Case Filing (CM/ECF) system. To be considered timely and valid, all statements of objection must be filed with the Court by, or mailed sufficiently in advance to be received by the Court by, May 25, 2023. Any Settlement Class Member who does not comply with the above deadline and requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement.

17. What’s the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement, but that you are still willing to be bound by it if the Settlement is finally approved despite your objection. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class at all. If you exclude yourself, you will not be subject to the Settlement and therefore cannot object to the Settlement or appear at the Final Approval Hearing because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement, referred to as a Final Approval Hearing. You may attend and you may ask to speak, but you are not required to.

When and where will the Court decide whether to approve the Settlement?

The court will hold a Final Approval Hearing on June 30, 2023, at 11:00 a.m., before the Honorable Judge Raag Singhal at the U.S. District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, Courtroom 110 at the United States Courthouse, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301. At this hearing, the Court will consider whether to: (1) grant final certification to the Settlement Class for settlement purposes; (2) approve the Settlement as fair, reasonable and adequate; and (3) award any attorneys’ fees and expenses to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

NOTE: The Court has reserved the right to change the date and/or time of the Final Approval Hearing, or to continue it, without further notice. If you plan to attend the Final Approval Hearing, you should confirm the date and time shortly before traveling to attend the hearing by checking www.mjcapitalclasssettlement.com or the Court’s Public Access to Court Electronic Records (PACER) system at <https://www.flsd.uscourts.gov/pacer>.

18. Do I have to attend the Final Approval Hearing?

No, Class Counsel will represent the Settlement Class at the Final Approval Hearing. But you are welcome to come at your own expense. Even if you send an objection, you do not have to go to the Final Approval Hearing to talk about it. As long as your objection was timely filed and meets the other requirements described in Part 0, the Court will consider it. You can also retain a lawyer at your own expense to represent you at the Final Approval Hearing, but it is not necessary to do so.

19. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only *if* you timely file an objection in full compliance with the instructions set forth in Part 0, and *if* you also state in that objection that you would like to speak at the Final Approval Hearing. However, any separate attorney you hire may appear only if he or

she files through the Court’s Case Management/Electronic Case Filing (CM/ECF) system a separate “Notice of Intention to Appear” in *Bautista, et al. v. Wells Fargo Bank, N.A.*, Case No. 21-cv-61749-SINGHAL. That Notice must be filed with the Court no later than June 16, 2023. You cannot speak at the Final Approval Hearing if you have excluded yourself from the Settlement Class.

IF YOU DO NOTHING

20. What if I do nothing?

If you do nothing and the Settlement is approved by the Court in a Final Approval, then you may be treated as a Settlement Class Member. Even if you do not submit a Claim Form and have not filed a timely proof of claim with the Receiver, you will be bound by the Settlement’s release and other terms, and therefore you will not be able to file your own lawsuit, continue with your own lawsuit, or be part of any other lawsuit against Wells Fargo concerning any of the Released Claims.

GETTING MORE INFORMATION

21. Where can I get additional information?

This Notice summarizes the proposed Settlement. For precise terms and conditions of the Settlement, please see the full Settlement Agreement available at www.mjcapitalclasssettlement.com, by accessing the Court docket in this case through the Court’s Case Management/Electronic Case Filing (CM/ECF) system at <https://www.flsd.uscourts.gov/pacer>.

PLEASE DO NOT TELEPHONE THE COURT, THE CLERK OF THE COURT’S OFFICE OR WELLS FARGO TO INQUIRE ABOUT THIS SETTLEMENT.