

U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

Williams v. Wells Fargo, Case No. 1:14-cv-01981

If you worked as a Financial Advisor Trainee for Wells Fargo, you may receive a payment from a class and collective action settlement. Read this Notice carefully.

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

- Financial Advisor (“FA”) Trainees sued Wells Fargo for failing to pay wages owed, including overtime, and requiring FA Trainees to agree to pay “training costs.” Wells Fargo’s records show you were an FA Trainee and may have agreed to pay up to \$55,500 for “training costs.”
- The Court has preliminarily approved a Settlement in this case. This notice provides information about the lawsuit and the Settlement, including deadlines. Read it carefully.
- If the Court grants final approval to the Settlement, a Settlement Fund of \$3.5 million will be established.
- Regardless of where you worked:
 - You will be relieved of any obligation to pay “training costs” to Wells Fargo.
 - You will receive a check for your share of the \$3.5 million Settlement Fund. If you cash or deposit that Settlement check, you will give up rights to pursue on your own: (1) federal, state or local claims for unpaid wages and overtime relating to work as an hourly-paid FA Trainee from November 4, 2011, through December 31, 2016; and (2) claims relating to obligations to repay training costs to Wells Fargo. These are called the “released claims.”
 - You can submit the enclosed Claim Form by **November 6, 2017**, requesting additional money for Wells Fargo’s attempts to require you to pay “training costs.”
- If you worked as an FA Trainee in Illinois, New York, Florida, or California, the Settlement will affect you differently, and you have different options:
 - First, the Settlement of claims based on your state’s laws (but not claims based on federal law) will be binding upon you unless you exclude yourself from the Settlement (“opt out”) by **November 6, 2017**. If you want to pursue overtime or unpaid wage claims or other released claims under your state’s laws on your own, you must exclude yourself from the Settlement of the state law claims (a process called “opting out”).
 - Second, if you worked as an hourly-paid FA Trainee between November 4, 2011, and December 31, 2016, you will receive a check (even if you opt out of the Settlement of the state law claims). You will give up released claims (federal and state) for that time period by cashing or depositing that check. Do not cash or deposit the check if you want to pursue those claims separately.
 - Third, if you do not opt out, you can submit written objections to the Settlement and request to appear before the Court by **November 6, 2017**.
- Claim Forms, requests to opt out, and written objections must be *received* by the Claims Administrator by **November 6, 2017**, to be effective.

Deadline for Training Cost Claim Forms	Deadline to Object (IL, NY, CA & FL Only)	Deadline to Exclude Yourself (IL, NY, CA & FL Only)
November 6, 2017	November 6, 2017	November 6, 2017

- Any questions? **Do not contact the Court.** Read this Notice, visit www.WellsFargoFinancialAdvisorTraineeSettlement.com or contact the lawyers appointed by the Court to represent the class:

Suzanne E. Bish (sbish@sfltd.com)
George S. Robot (grobot@sfltd.com)
Stowell & Friedman, Ltd.
www.stowellfriedman.com
(312) 431-0888

J. Bryan Wood (bryan@jbryanwoodlaw.com)
The Wood Law Office, LLC
www.jbryanwoodlaw.com
(312) 554-8600

- Wells Fargo cannot retaliate against you for participating in this Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice of proposed Settlement in *Williams, et al. v. Wells Fargo Advisors, LLC* (“Wells Fargo”), No. 1:14-cv-01981 (N.D. Ill.) (the “Lawsuit”) because Wells Fargo’s records show you worked as an FA Trainee in the Private Client Group New Advisor Training Program during the Covered Period.

The Court ordered that you be sent this Notice to inform you about the proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. If the Court grants final approval to the Settlement, you will receive a Settlement payment.

2. What is this Lawsuit about?

This Lawsuit challenged Wells Fargo’s practice of requiring FA Trainees to sign agreements to pay up to \$55,500 in purported “training costs” and asserted claims that FA Trainees worked hours for which they did not receive pay. Plaintiffs allege claims under the federal Fair Labor Standards Act (“FLSA”), claiming Wells Fargo failed to properly compensate FA Trainees for all the overtime hours they worked and improperly attempted to recover training costs, resulting in improper deductions or payment of wages and/or unpaid minimum wages. For FA Trainees who worked in Illinois, New York, California, and Florida, the Lawsuit asserts similar unpaid wage claims under the laws of those states.

Wells Fargo denies these allegations and believes it properly compensated FA Trainees for all of the hours they worked and that they received all monies to which they were entitled.

3. Why is this a class/collective action?

In a class action, one or more persons called “class representatives” or “named plaintiffs” sue on behalf of themselves and other people who have similar claims. Those people are called “class members” and together are called a “class.” One court resolves the issues for everyone in the class, except for those who choose to exclude themselves. Similarly, in a collective action, one or more people can seek to represent and obtain relief and benefits for a “collective” of people with similar claims, but collective action members must choose to participate.

4. Why is there a Settlement?

The parties have entered into this Settlement to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Plaintiffs’ claims, and no party has prevailed in this action. The Class Representatives and Class Counsel think the Settlement is in the best interests of the Class Members.

5. Who can participate in the Settlement?

You are a member of the FLSA Collective and can participate in the Settlement if you worked for Wells Fargo as a Financial Advisor Trainee in a non-exempt, or hourly-paid, position in the Private Client Group New Advisor Training Program from November 4, 2011, through December 31, 2016.

You are a member of a State Law Class if you worked as an hourly-paid FA Trainee in Illinois, New York, Florida, or California during the time periods for each state below. There is a State Law Class for each of the following states based on employment during the following periods:

New York:	January 1, 2009 – December 31, 2016
Illinois:	January 1, 2009 – December 31, 2016
Florida:	November 4, 2009 – December 31, 2016
California:	November 4, 2010 – December 31, 2016

The FLSA Collective and the state classes combined make up the “Settlement Class.”

SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

6. What does the Settlement provide?

If the Settlement is approved, Wells Fargo will pay a total of \$3,500,000 into a Settlement Fund. The Settlement offers Settlement Class members opportunities to obtain a share of that fund, including from a \$300,000 portion of the Settlement Fund held in reserve (the “Training Costs Fund”).

The proposed Settlement also includes important policy changes and a release: (a) Wells Fargo will end its practice of requiring FA Trainees to pay training costs for at least four years; (b) Wells Fargo will stop any ongoing efforts to collect training costs from FA Trainees; (c) Wells Fargo will release any claims it may have to recover training costs; and (d) all individuals employed as FA Trainees will no longer be obligated to pay any training costs.

The Court will determine the portion of the Settlement Fund that may be used for costs related to the Lawsuit or Settlement, including attorneys’ fees (up to 25% of the Settlement Fund), service awards for each of the four Plaintiffs who brought the lawsuit (up to a combined total of \$50,000), costs advanced by the lawyers, and Settlement administration costs.

7. How will my share of the Settlement Fund be calculated and paid?

You will receive your share of the fund based on the number of points you have as compared to other members of the Settlement Class. A formula awards one point for each week you worked as an hourly employee in the Private Client Group New Advisor Training Program in which overtime was not paid. All Settlement Class members who do not opt out will receive a check for at least \$100.

Wells Fargo’s records indicate that you worked as an FA Trainee in **XX and XX** from **XX-XX-XXX to XX- XX-XXXX and XX-XX-XXX to XX-XX-XXXX** and did not receive overtime pay for **XX** workweeks during the relevant time period. You may have worked longer as an FA Trainee during periods not covered by the Settlement. If you believe Wells Fargo’s personnel records are incorrect, you may submit documents proving this to the Claims Administrator, at the address listed below, received on or before **November 6, 2017**.

Half of the amount you receive based on the formula will be subject to deductions for applicable taxes and withholdings, like any other paycheck, and you will receive a W-2 form; the other half and any additional award from the Training Costs Fund will not have deductions and will be reported on a Form 1099. Neither Class Counsel nor Wells Fargo make any representations concerning tax consequences of this Settlement or participation in it, and you are advised to seek your own personal tax advice.

8. When will I receive payments from the Settlement?

The date for distribution of the Settlement Fund cannot be determined yet. If the Court approves the Settlement, there may be appeals. Resolving such appeals can take time—perhaps more than a year. Please be patient. After the Court determines whether to grant final approval to the Settlement, Class Counsel or the Claims Administrator may be able to give you a better indication of when to expect your portion of the Settlement Fund.

9. Can I ask for additional money relating to training costs? How?

You can ask to be awarded additional money from the Training Costs Fund for costs paid or incurred as a result of Wells Fargo's attempts to enforce the training costs agreement.

To request a share, you must complete, sign, and submit the enclosed Claim Form. It must be received by the Claims Administrator by **November 6, 2017**. Send the Claim Form and any supporting documentation electronically at www.WellsFargoFinancialAdvisorTraineeSettlement.com, or mail it to:

Williams v. Wells Fargo Settlement
PO Box 4655
Portland, OR 97208-4655

10. How will the Training Costs Fund be allocated?

An independent Special Master appointed by the Court will allocate the Training Costs Fund among individuals who seek these types of awards, though not everyone who makes a request is guaranteed an award. The Special Master will make allocations based on the following criteria:

- (a) the amount of training costs you repaid to Wells Fargo;
- (b) the amount you paid that was reimbursed to you by a subsequent employer, including through any “upfront” money or promissory notes received from a subsequent employer;
- (c) whether Wells Fargo demanded repayment of training costs or initiated a legal action (arbitration or lawsuit) against you to recover training costs;
- (d) whether you left the securities industry because of Wells Fargo's attempts to enforce the training costs agreement;
- (e) whether you paid any attorneys' fees or forum fees (e.g., FINRA costs) as a result of Wells Fargo's training cost repayment agreement or attempts to recover training costs;
- (f) information that the Special Master deems relevant; and
- (g) documentation corroborating your Training Costs Claim Form or supporting any of these criteria.

The Special Master will evaluate all timely submitted Claim Forms and make a final determination as to what portion of the reserve fund you may receive (if any). Some individuals who submit Claim Forms may not receive money if the Special Master determines no award is appropriate.

11. What do I give up to get a payment from the Settlement?

If you cash or deposit the Settlement Check you receive, you (on behalf of yourself, your family members, or any other beneficiaries) will give up and fully release Wells Fargo from: (1) federal, state, or local claims for unpaid wages and overtime relating to work as an hourly FA Trainee between November 4, 2011, and December 31, 2016; and (2) claims relating to obligations to pay training costs to Wells Fargo.

Section 12 describes the claims you are giving up in more detail.

If you worked in Illinois, New York, California, or Florida, you will be bound by the Settlement and will not be able to pursue claims for unpaid wages and overtime during the time you were an hourly FA Trainee under these states' laws or claims relating to obligations to pay training costs to Wells Fargo unless you exclude yourself, or opt out, by **November 6, 2017**. Section 14 describes how to do that. If you opt out, you will not receive any payment from the Settlement Fund based on work as an FA Trainee before November 4, 2011.

Even if you opt out of the Settlement of the state law claims, you will still receive a check if you worked as an FA Trainee from November 4, 2011, through December 31, 2016. You will not be able to pursue on your own the released claims for that period if you deposit or cash the check you receive, even if you have opted out of the Settlement as to the state law claims.

In Summary:

(1) If you cash the check you receive and do not opt out of the State Law Class, you give up your right to pursue (a) federal, state, or local claims for unpaid wages and overtime during the time you were an hourly FA Trainee; and (b) claims relating to obligations to pay training costs to Wells Fargo.

(2) If you cash the check and opt out of the State Law Class, you give up the same claims except for any state law claim you may have relating to work as an FA Trainee before November 4, 2011.

(3) If you do not cash the check and do not opt out of the State Law Class, you give up your right to pursue: (a) state and local claims for unpaid wages and overtime during the time you were an hourly FA Trainee; and (b) claims relating to obligations to pay training costs to Wells Fargo.

(4) If you do not cash the check and opt out of the state law claims, you preserve any claims relating to your work as an FA Trainee and relating to obligations to pay training costs to Wells Fargo, but you will not receive any other payment from the Settlement Fund.

If you cash or deposit the check, to the extent that you have brought any other cases or arbitrations seeking relief for these released claims, you will need to dismiss such cases or arbitrations with prejudice.

12. What are the terms of the release that will affect me?

If you worked in Illinois, New York, California, or Florida, you will be releasing claims unless you exclude yourself (“opt out”) of the Settlement.

The Settlement Agreement states that by operation of the entry of the Final Order and Judgment in the case, if you are a State Law Class Member (*i.e.*, you worked as an FA Trainee in Illinois, New York, California, or Florida) who does not opt out of this Settlement, you on your behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge Wells Fargo Advisors and its present and former affiliates, divisions, subsidiaries, parents, predecessors, successors, any merged entity or merged entities, and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders, joint ventures, joint venturers, partners, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (“Company Releasees”), of and from any and all wage and hour claims under California, Florida, Illinois, or New York state and local law, respectively, including statutory claims, whether known or unknown, in law or in equity, for conduct during the period of time you were an FA Trainee or related to attempts to collect training costs, including claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay final wages, failure to reimburse for business expenses, failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, and/or penalties, claims under the Employee Retirement Income Security Act (“ERISA”) that are related to or derivative of the claims released, claims under the California Private Attorney General Act (“PAGA”), other penalties, related tort and punitive and liquidated damages claims, and/or violations of any other California, Florida, Illinois, or New York state or local statutory and common law. Claims released by California Qualified State Law Class Members include, but are not limited to, claims under California’s Fair Employment and Housing Act, California Business and Professions Code, California Equal Pay Law, California compensation law, and any applicable California Industrial Welfare Commission Wage Order, the California Constitution, or any common law. **If you are a State Law Class Member who opts out but nevertheless deposits or cashes the Settlement check, your release of state law claims will be limited to the period of time you worked as an FA Trainee between November 4, 2011, and December 31, 2016.**

Regardless of where you worked, by depositing or cashing the check you receive based on the formula, you will be releasing any federal, state, or local wage and hour law claims, including claims under the Fair Labor Standards Act and claims relating to repayment of training costs during the time you were an hourly FA Trainee between November 4, 2011, and December 31, 2016. The letter you will receive with your check will contain the exact terms of your release.

QUESTIONS? CALL 1-844-308-6910 OR VISIT
WWW.WELLSFARGOFINANCIALADVISORTRAINEESETTLEMENT.COM

Your release will include in its effect all wage and hour claims identified above, including claims that you do not know or suspect to exist against Wells Fargo or Company Releasees at the time of the release. You shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits you may otherwise have had relating to the claims identified above. California State Law Class Members specifically acknowledge the provisions of California Civil Code Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR, and they expressly waive and relinquish all rights and benefits they may have under this section, as well as under any other statutes or common law principles of similar effect which provide any remedy of any kind.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. What if I do not want to participate in the Settlement?

If you worked in Illinois, New York, California, or Florida, you must do two things: (1) do not cash or deposit the Settlement check you receive; and (2) take affirmative steps to exclude yourself from the Settlement of the state law claims before **November 6, 2017**. This is sometimes referred to as “opting out” of the Settlement. Section 14 describes how to do that. You must do this if you want to keep the right to sue Defendant Wells Fargo on your own for state law claims asserted in this Lawsuit.

If you worked in states other than Illinois, New York, California, or Florida and you do not want to participate in the Settlement and/or you want to keep the right to sue Wells Fargo on your own for claims asserted in this Lawsuit, simply do not cash or deposit the Settlement check you receive. If you cash or deposit the check, you will be bound by the release and obligations described above.

14. How do I opt out? (IL, NY, CA & FL FA Trainees Only)

To opt out of the Settlement of state law claims, you must submit a written, signed Opt Out Statement to the Claims Administrator that includes your name, address, telephone number, and the words “I elect to exclude myself from the State Law Class claims in *Williams, et al. v. Wells Fargo Advisors*. I understand that I am excluding myself only from the State Law Class claims and not from the FLSA Collective Action.” All this information must be included for the Opt Out Statement to be valid.

To be effective, your Opt Out Statement must be received by the Claims Administrator by **November 6, 2017**. Send it electronically via www.WellsFargoFinancialAdvisorTraineeSettlement.com or to:

Williams v. Wells Fargo Settlement
PO Box 4655
Portland, OR 97208-4655

Please note that if you worked as an FA Trainee between November 4, 2011, and December 31, 2016, you will receive a check if the settlement is approved, even if you worked in Illinois, New York, California, or Florida and you opt out.

Do not cash that check if you wish to pursue: (1) federal, state, or local claims for unpaid wages and overtime during that time period; or (2) claims relating to obligations to repay training costs to Wells Fargo.

If you have a pending lawsuit, speak to your lawyer in that case to see if this Settlement will affect your other case. If you exclude yourself, you will not receive any money from this lawsuit for state law claims.

OBJECTING TO THE SETTLEMENT

15. What if I disapprove of the Settlement?

If you worked as an FA Trainee in Illinois, New York, California, or Florida and disapprove of the Settlement, you can object to it. Section 16 describes how. You cannot object to the Settlement if you opt out or exclude yourself.

If you worked elsewhere as an FA Trainee and disapprove of the Settlement, do not cash the check you receive. That will prevent you from being bound by the Settlement and you will be free to pursue your claims on your own.

QUESTIONS? CALL 1-844-308-6910 OR VISIT
WWW.WELLSFARGOFINANCIALADVISORTRAINEESETTLEMENT.COM

16. How can I tell the Court I object? (IL, NY, CA, & FL FA Trainees Only)

If you worked in Illinois, New York, California, or Florida and you wish to present objections to the proposed Settlement, you must do so in writing. If you opt out, you may not also object.

To be considered, the written objection must be received by the Claims Administrator by **November 6, 2017**, either electronically at **www.WellsFargoFinancialAdvisorTraineeSettlement.com** or at the address in Section 14.

The written objection must include your name, job title, address, telephone numbers, and the reasons for the objection. Any reasons not included in the written objection will not be considered. Anyone who timely objects can appear at the Fairness Hearing in person at his or her own expense, but must state his or her intention to do so in the written objections.

An objector may withdraw his/her objections at any time.

If you worked in a state other than Illinois, New York, California, or Florida, you do not need to opt out of the Settlement. You will not be bound by the terms of the Settlement unless you cash the check that will be mailed to you. Therefore, if you do not approve of the Settlement, you are under no obligation to participate in it or accept money from it.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has decided that the law firms of Stowell & Friedman, Ltd. and The Wood Law Office, LLC are qualified to represent you and all class and collective action members. These lawyers are called Class Counsel, and their contact information is provided on the second page of this Notice. You will not be charged for the services of these lawyers. The Court will determine what fees Class Counsel will receive from the Settlement Fund. You do not need to retain your own attorney in order to participate as a Class Member. You may, however, retain your own attorney, at your own expense, to advise you in connection with these matters.

THE COURT'S FINAL APPROVAL

18. How will the Court decide whether to finally approve the Settlement?

A Fairness Hearing before the Honorable John J. Tharp, Jr. will be held on Friday, December 1, 2017 at 10:00 a.m. in the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn, Courtroom 1419, Chicago, Illinois 60604. The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court will take into account any comments or objections filed in accordance with the procedures described above. You cannot speak at the hearing if you exclude yourself from the Settlement ("opt out"). If you would like to speak at the hearing, you must request to do so in writing in the objection(s) you submit as described in Section 16. You do not need to appear at the Fairness Hearing in order to have your objection(s) considered.

QUESTIONS

19. What should I do if I have questions?

This notice only summarizes this lawsuit, the Settlement Agreement, and related matters. For more information, or if you have any questions regarding the Settlement, you may contact:

Suzanne E. Bish (sbish@sftd.com)
George S. Robot (grobot@sftd.com)
Stowell & Friedman, Ltd.
www.stowellfriedman.com
(312) 431-0888

J. Bryan Wood (bryan@jbryanwoodlaw.com)
The Wood Law Office, LLC
www.jbryanwoodlaw.com
(312) 554-8600

Williams v. Wells Fargo Settlement
PO Box 4655
Portland, OR 97208-4655
1-844-308-6910

Key documents, including the complaint, the Settlement Agreement, and this Notice, are on the Claims Administrator's website at www.WellsFargoFinancialAdvisorTraineeSettlement.com. You may also examine the court file for the Lawsuit, but

PLEASE DO NOT CONTACT THE COURT ABOUT THIS MATTER.