

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT (the "Agreement") is entered into as of April __, 2008, between WELLS FARGO BANK, N.A., ("Wells Fargo"), on the one hand, and GEORGE COLE ("Cole"), on the other hand, individually and as representative of the Plaintiff Settlement Class, defined below.

RECITALS

A. On June 13, 2007, Cole filed a proposed class action lawsuit against Wells Fargo in the United States District Court, Western District of Washington at Seattle (the "Court") under the caption *Cole v. Wells Fargo Bank, N.A.*, Cause No. C07-916 RSL (the "Action"). In the Action, Cole alleged that Wells Fargo had improperly charged Annual Fees to PMA Customers (defined below).

B. Wells Fargo has denied the material allegations asserted in the Action and has denied all liability with respect to the facts and claims alleged in the Action. In addition, Wells Fargo has denied that the Action is suitable for class treatment. Nevertheless, without admitting or conceding liability, and while continuing to deny that the claims asserted in the Action would be appropriate for class treatment if they were being prosecuted to trial, Wells Fargo now desires to settle the Action on the terms and conditions set forth in this Agreement in order to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were brought in the Action.

C. Class Counsel have analyzed the merits of the parties' contentions and the impact of this Agreement upon the members of the Plaintiff Settlement Class, as defined below. Based upon that analysis, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, will be protracted and will delay any relief to the proposed class, Cole and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Action now and on the terms described herein is in the best interests of the Plaintiff Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, Cole, the Plaintiff Settlement Class and Wells Fargo, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

I. DEFINITIONS

1.1 "Annual Fees" means those fees which may be charged annually on an LCA as a membership or service fee.

1.2 "Class Counsel" means Tousley Brain Stephens PLLC and Gallagher Law Office, P.S.

1.3 "Class Period" means the period from November 1, 2005, through the date of Final Approval.

1.4 “Final Approval” means that all of the following have occurred:

- (a) The Court has entered the Settlement Order and Final Judgment;
- (b) The Court has made its final award of attorneys’ fees and costs; and
- (c) Thirty-one (31) days have passed after entry of the Settlement Order and Final Judgment without any appeals being taken, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders affirming the Settlement Order and Judgment or review has been denied after exhaustion of all appellate remedies.

1.5 “Linked LCA” means an LCA linked to a PMA and opened between November 1, 2005 and July 31, 2007, and for which Annual Fees were assessed and paid, and not reversed or refunded, despite eligibility for a waiver of Annual Fees on one LCA. Where a PMA customer has more than one LCA, and did not receive a waiver on any such LCA, Linked LCA shall refer only to the first LCA opened by that customer.

1.6 “LCA” means a Wells Fargo Personal Credit Management line of credit account, a Wells Fargo home equity line of credit account, or a Wells Fargo Private Client Services line of credit account.

1.7 “Owner” means any Wells Fargo customer who opened an LCA.

1.8 “Parties” means Cole, the Plaintiff Settlement Class and Wells Fargo.

1.9 “Plaintiff Class Members” or “Class Members” shall refer to any members of the Plaintiff Settlement Class.

1.10 “Plaintiffs” means Cole and Plaintiff Class Members.

1.11 “Plaintiff Settlement Class” means all Owners of Linked LCAs, Unlinked LCAs, Reversed LCAs, and Waived LCAs.

1.12 “PMA” means Wells Fargo Portfolio Management Account package.

1.13 “PMA Customer” means a Wells Fargo customer who is a holder of a PMA during the Class Period.

1.14 “Preliminary Approval” means that the Court has entered an order substantially in the form of Exhibit A, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Plaintiff Settlement Class.

1.15 “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, matters, issues, debts, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent

or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or subdivisions, parishes or municipalities, with respect to all claims that have been, or could have been, brought in the Action relating to Annual Fees improperly assessed against certain Linked LCAs, Unlinked LCAs, Reversed LCAs, and Waived LCAs.

1.16 “Released Parties” means Wells Fargo and its predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or any person or entity acting on their behalf.

1.17 “Representative Plaintiff” means Cole.

1.18 “Reversed LCA” means a Linked LCA where Wells Fargo later reversed or refunded the annual fees.

1.19 “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit B to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties.

1.20 “Unlinked LCA” means an LCA opened between November 1, 2005 and the date of final approval of this Settlement, not linked to a PMA, and for which annual fees were assessed and paid, and not reversed or refunded. Where a PMA customer has more than one LCA, Unlinked LCA shall refer only to the first LCA opened by that customer, unless a different LCA received an annual fee waiver.

1.21 “Waived LCA” means a Linked LCA where the annual fees were assessed but not paid—that is, the annual fees were waived prior to payment.

1.22 The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

II. GENERAL TERMS OF SETTLEMENT

2.1 Payments. Wells Fargo agrees to pay Owners of Linked LCAs and Reversed LCAs in accordance with and in the amounts specified in Paragraph 4.2. In accordance with and in the amounts specified in Paragraph 4.4, Wells Fargo agrees to pay Owners of Unlinked LCAs who submit valid claims, as defined in Paragraph 4.3.

2.2 Costs of Settlement Administration. Wells Fargo shall bear the cost of providing notice to the Plaintiff Settlement Class of the pendency of the Action and the proposed settlement, in the manner described more fully below. In addition, Wells Fargo shall bear the cost of administering this Agreement and making the calculations, payments and distributions required under this Agreement. Wells Fargo, at its expense, may appoint a third-party administrator to provide notice and to administer and report on the claims process. In the event that Preliminary Approval or Final Approval of this Agreement is denied, reversed or modified

on appeal, Wells Fargo shall not be entitled to reimbursement for any of the costs incurred pursuant to this Paragraph 2.2.

2.3 Payment to Class Counsel. Class Counsel will apply to the Court for an award of attorneys' fees, costs and expenses in a total amount not to exceed Five Hundred Twenty Five Thousand Dollars (\$525,000.00) (the "Fee Amount"). Wells Fargo agrees not to oppose Class Counsel's application and that the Fee Amount is fair and reasonable. If Preliminary Approval occurs, as set forth in Paragraph 3.1, Wells Fargo shall within five (5) business days thereafter pay to Class Counsel the total amount approved by the Court, not to exceed Five Hundred Twenty Five Thousand Dollars (\$525,000.00), in full and complete compensation for attorneys' fees, costs and expenses. Such payment is contingent upon Class Counsel providing to Wells Fargo an executed Stipulated Undertaking Re: Attorneys' Fees and Costs in the form attached hereto as Exhibit G, which shall be filed with the Court by Wells Fargo. In the event that Preliminary Approval or Final Approval of this Agreement is denied, reversed or modified on appeal, or in the event that any award of attorneys' fees and costs is modified or vacated on appeal, Class Counsel shall remit the Fee Amount to Wells Fargo as set forth in the Stipulated Undertaking Re: Attorneys' Fees and Costs. Payment of the Fee Amount will not reduce benefits being made available to Plaintiff Settlement Class, and Plaintiff Class Members will not be required to pay any portion of the Fee Amount. After payment of the Fee Amount, Wells Fargo shall have no further obligations to Class Counsel whatsoever.

III. SETTLEMENT APPROVAL AND CLASS NOTICE

3.1 Preliminary Approval. Within twenty (20) days of the execution of this Agreement, Representative Plaintiff will move for an order in the Action in the form of Exhibit A, which, *inter alia*, certifies the Plaintiff Settlement Class for settlement purposes only, appoints Representative Plaintiff as the representative of the Plaintiff Settlement Class, appoints Class Counsel as counsel for the Plaintiff Settlement Class, grants the Court's Preliminary Approval of this Agreement, approves notice, substantially in the form of Exhibits C, D, E, and F, to the Plaintiff Settlement Class of the class action status and settlement of the Action, and sets a hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

3.2 Limited Effect of Settlement Class. The certification of the Plaintiff Settlement Class shall have no bearing in deciding whether the claims asserted in the Actions are or were appropriate for class treatment in the absence of settlement. Accordingly, if the Agreement terminates or is nullified, the provisional class certification provided for in Exhibit A shall be vacated by its terms and the Actions shall revert to the status that existed before execution of this Agreement. Thereafter, Representative Plaintiff shall be free to pursue any claims available to him, and Wells Fargo shall be free to assert any defenses available to it, including (but not limited to) denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any party from the assertion of such claims and defenses.

3.3 Class Notice. Within twenty (20) days of entry of an Order in the form of Exhibit A (the Preliminary Approval Order), Wells Fargo shall provide a notice as set forth in this Paragraph. Notices substantially in the form of Exhibit C, shall be sent via United States first class mail to all Linked LCA Owners, Reversed LCA Owners, and Waived LCA Owners,

who appear in Wells Fargo's computerized records. Notices substantially in the form of Exhibit E shall be sent via United States first class mail to all Unlinked LCA Owners who appear in Wells Fargo's computerized records. For Plaintiff Class Members who remain Wells Fargo customers, Wells Fargo may elect to include the notice with a statement sent to such Plaintiff Class Members. If an address correction appears on a returned notice, Wells Fargo shall re-mail the notice to the corrected address within ten (10) days of receipt of the returned notice. Wells Fargo will submit any notices returned without address corrections to the National Change of Address Registry to be updated and shall then mail notices to such updated addresses. If any such notices are returned a second time without address corrections, Wells Fargo shall follow additional processes to identify or confirm addresses reasonably agreeable to the Parties and using whatever data appear in the computerized records described above, and shall re-mail the notices to updated addresses, if any, within twenty (20) days of receipt of these returned notices. Except as set forth in this Paragraph, Wells Fargo shall not have any obligation to re-mail notice. Wells Fargo shall provide reports to Class Counsel as reasonably necessary to allow Class Counsel to verify compliance with these terms, but absent a court order Wells Fargo shall not be required to disclose to Class Counsel the addresses or other confidential information of Plaintiff Class Members. Wells Fargo or the Claims Administrator, if any, shall maintain a website for public access containing copies of the claim form, notice, and other mutually-agreed information about the case and claims process.

Notice shall be deemed complete sixty (60) days after entry of the Preliminary Approval Order ("Completion of Notice").

The notice attached as Exhibit C shall include and inform recipients of the notice attached as Exhibit C of a website address for a website containing information substantially in the form of Exhibit D, including email addresses and a telephone through which Class Members can ask questions and receive answers from Class Counsel.

The notice attached as Exhibit E shall include and inform recipients of the notice attached as Exhibit E of a website address for a website containing information substantially in the form of Exhibit F, including email addresses and a telephone through which Class Members can ask questions and receive answers from Class Counsel.

3.4 Submission of Exclusion Requests or Objections. Plaintiff Class Members will be allowed twenty (20) days from Completion of Notice (the "Opt-Out Period") to request exclusion from the class or to submit objections. The re-mailing of notice shall not extend the time for a Plaintiff Class Member to request exclusion, make a claim or submit objections, which in all cases will be measured from Completion of Notice. Except as provided herein, Wells Fargo is not required to provide any further mailed notice.

3.5 Claims Period. Owners of Unlinked LCAs shall be allowed ninety (90) days from the Completion of Notice to make claims, as more particularly described below.

3.6 Entry of Final Judgment. Within twenty (20) days of the expiration of the Opt-Out Period set forth in Paragraph 3.4, the Parties will request that the Court in the Action: (a) grant final approval to the settlement, and (b) enter judgment in accordance with this Agreement, in the form of Exhibit B, approving the Agreement as final, fair, reasonable,

adequate, and binding on all Plaintiff Class Members who have not excluded themselves, ordering that claims be paid as set forth below, ordering that attorney's fees be paid in the amount approved by the Court, dismissing the Action with prejudice, and barring Plaintiff Class Members from bringing claims within the scope of the release.

3.7 Termination Based on Exclusion Requests. The class notice shall direct that exclusion requests, if any, be returned to Class Counsel. As Class Counsel receive exclusion requests, they will provide copies to counsel for Wells Fargo on a weekly basis. Wells Fargo, in its sole and absolute discretion, may elect to terminate this Agreement if exclusion requests from Owners of Waived LCAs as provided for in the Preliminary Approval Order exceed 4,085. Wells Fargo may terminate under this paragraph by serving a written notice of termination on the Court and Class Counsel, by hand delivery or certified mail, such that the notice is delivered or postmarked no later than fifteen (15) days after Class Counsel notify Wells Fargo in writing of the total number of exclusion requests received upon expiration of the period for returning exclusion requests, pursuant to Paragraph 3.4.

IV. DISTRIBUTION OF PAYMENTS

4.1 Responsibility for Distributions. Wells Fargo will be responsible for making required distributions, as described below. Wells Fargo will have authority to make all decisions reasonably necessary for the orderly implementation and administration of the Settlement Agreement and the distribution of all payments as prescribed in this Agreement. Wells Fargo shall not have any liability for any settlement administration decision that is consistent with the express terms of this Agreement. Wells Fargo will pay all costs associated with the notice, claims and distribution process. For Plaintiff Class Members who remain customers of Wells Fargo, Wells Fargo may pay the amounts due under this Agreement by electronic payment or credit directly into the accounts of such Plaintiff Class Members. This Agreement shall have no effect upon the Parties' responsibility for tax consequences, if any, arising from or related to the execution and implementation of the terms of this Agreement.

4.2 Payments to Owners of Linked LCAs and Reversed LCAs. Wells Fargo shall pay to Owners of Linked LCAs the amount of Annual Fees paid as reflected in Wells Fargo's computer system, plus interest. For Linked LCA owners, the interest shall be tabulated as simple interest at four (4) percent per annum commencing from the date the Linked LCA was opened, or November 1, 2005, whichever is the later, through the date of payment pursuant to this Settlement. Reversed LCA owners shall receive a payment of interest only. For Reversed LCA owners, the interest shall be tabulated as simple interest at the rate of four (4) percent per annum from the date the Annual Fee was paid to Wells Fargo through the date Wells Fargo reversed or refunded such payments.

4.3 Submission of Unlinked LCA Claims and Eligibility for Distribution. To be eligible for a distribution pursuant to this Agreement, an Unlinked LCA Owner must return a completed claim, substantially in the form attached to Exhibit H, affirming that the Unlinked LCA(s) Owner (and the PMA Owner if different than the LCA Owner) consents to linking the Unlinked LCA(s) to an eligible PMA. The Unlinked LCA(s) Owner must return the completed claim form to the address set forth on the class notice, postmarked by a date specified in the class notice, which shall be not later than ninety (90) days from Completion of Notice.

If an Unlinked LCA Owner's claim form is properly completed, signed and postmarked within the allotted time, that Unlinked LCA Owner will be deemed an "Eligible Unlinked LCA Plaintiff."

4.4 Payment to Eligible Unlinked LCA Plaintiffs. Wells Fargo shall pay to Eligible Unlinked LCA Plaintiffs the Annual Fees paid for one LCA account, plus simple interest at four (4) percent per annum commencing from the Unlinked LCA inception date through the date of payment pursuant to this Agreement.

4.5 Notification to Class Counsel. Periodically (and in any event, no less than every fifteen (15) days), Wells Fargo shall provide Class Counsel with (i) the number of Eligible Unlinked LCA Plaintiffs whose claims have been approved, and the amounts payable to each Eligible Unlinked LCA Plaintiff, (ii) the number of all claim forms deemed not eligible, together with a brief statement of the reason(s) why the claim has been disallowed, and (iii) summary reports sufficient to verify payments pursuant to Paragraph 4.2 of this Agreement. Wells Fargo may provide this information in such form or media as Wells Fargo and Class Counsel reasonably agree, subject to approval of any third party administrator to which Wells Fargo may delegate its responsibilities under this Agreement. Class Counsel shall have the right to review the eligible and ineligible claims and supporting documents submitted to Wells Fargo, with names, account numbers, addresses, and any other customer-identifying information redacted, as well as the data used by Wells Fargo in calculating interest. If Class Counsel do not object in writing to Wells Fargo's claims decisions and amounts within ten (10) business days after receipt, Wells Fargo's decisions regarding claims and amounts payable shall be final, conclusive and binding on the Parties. Should Class Counsel timely object to the claims decision or computations, Wells Fargo and Class Counsel promptly shall seek to resolve any dispute. If they cannot reach agreement within five (5) business days of Wells Fargo's receipt of an objection, the Parties shall submit their disagreement to Teresa Wakeen (or, if Teresa Wakeen is unavailable, another mediator employed by Judicial Dispute Resolution LLC in Seattle, Washington) for final and binding resolution. Wells Fargo shall pay Teresa Wakeen (or the mediator, as the case may be).

4.6 Distributions. Beginning on the date of Final Approval, Wells Fargo shall commence payments as follows: within thirty (30) days after the date of Final Approval, Wells Fargo shall make all payments due pursuant to paragraph 4.2 of this Agreement; within thirty (30) days after the date of Final Approval, Wells Fargo shall pay each Eligible Unlinked LCA Plaintiff whose claim has been pending for thirty (30) business days; thereafter, Wells Fargo will make payment no less than every thirty (30) business days to each Eligible Unlinked LCA Plaintiff whose claim has been pending for thirty (30) business days or more until all Eligible Unlinked LCA Plaintiffs have been paid. Where payment is made by mail, checks shall be mailed to the most current address available as determined pursuant to Paragraph 3.3. Returned checks shall be re-mailed if an address correction appears on the returned envelope. Checks returned with no current address shall be provided by Wells Fargo to Class Counsel, along with all prior mailing and address search data for each returned check, for purposes of allowing Class Counsel to conduct an audit of Wells Fargo's efforts to obtain current addresses. If Class Counsel determine, in their sole discretion, after a cost-benefit analysis of the reasonableness of further investigation in light of the amounts to be distributed, that Wells Fargo's efforts to obtain current addresses were inadequate, Class Counsel may file a motion with the Court for an order

requiring Wells Fargo to conduct further investigation and other appropriate relief. Except as provided herein, Wells Fargo shall not have any further obligation to re-mail any check returned to it after a mailing in accordance with this Paragraph. Checks issued pursuant to this Paragraph shall be mailed within five (5) business days of issuance and shall remain valid for ninety (90) days after issuance and shall recite that limitation on the face of the check. Any amounts attributable to checks not cashed within that period shall be the property of Wells Fargo. Within sixty (60) days after expiration of the period for submission of claims, Wells Fargo will provide a certification to the Court that all distributions have been timely made.

V. RELEASES

5.1 Sole and Exclusive Remedy. This settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Plaintiff Class Member shall be barred from initiating, asserting, or prosecuting Released Claims or any claims released by operation of this Agreement.

5.2 Releases. Effective upon Final Approval, Representative Plaintiff, for himself and as representative of the Plaintiff Settlement Class, and on behalf of each Plaintiff Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims against the Released Parties.

VI. CONFIRMATORY DISCOVERY

6.1 Confirmatory Information. Within thirty (30) days of the execution of this Agreement, upon specific request(s) from Class Counsel, Wells Fargo shall provide Class Counsel with reasonable and appropriate documentation, declaration testimony, or other evidence reasonably requested by Class Counsel ("Confirmatory Discovery") so Class Counsel can verify information provided by Wells Fargo to Class Counsel before the Agreement, including payments made during the Class Period and the membership of the Plaintiff Settlement Class. If Wells Fargo disputes whether the information sought by Class Counsel is reasonable and appropriate, Wells Fargo shall notify Class Counsel of its disagreement within ten (10) business days of receiving the request for information, and the Parties within five (5) business days thereafter shall submit the disagreement to Teresa Wakeen (or, if Teresa Wakeen is unavailable, another mediator then employed by Judicial Dispute Resolution LLC in Seattle, Washington) for prompt, final and binding resolution. Teresa Wakeen (or the mediator as the case may be) shall have discretion to award the charges incurred for the services of the mediator as she deems fit. Any information or documents provided pursuant to this Paragraph shall be treated as confidential and may not be disseminated to, shared with or shown to any person other than Class Counsel and Wells Fargo (and their respective experts, if any). Class Counsel shall not file any such documents or disclose any such information in connection with the approval process contemplated by this Agreement absent (i) prior agreement by Wells Fargo or (ii) entry of an appropriate Protective Order ensuring that any such information or documents provided to the Court shall be filed under seal or otherwise protected against disclosure.

VII. MISCELLANEOUS PROVISIONS

7.1 Purpose of Agreement. This Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Actions or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party or admission by any party of any claim, defense or allegation made in the Actions or any other action, nor as an admission by any of the Representative Plaintiff, Plaintiff Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any action. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit BD, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. Upon nullification of this Agreement, Representative Plaintiff and the Classes certified prior to this Agreement shall be free to pursue any claims available to them, and Wells Fargo shall be free to assert any defenses available to it, including (but not limited to) denying the suitability of this case for class treatment.

7.2 Cooperation. The Parties' counsel shall use their best efforts to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, to obtain Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken, to give Wells Fargo full and final peace from further prosecution of the Released Claims, and to give the Class Members the benefits they enjoy hereunder.

7.3 Governing Law. This Agreement is intended to and shall be governed by the laws of the state of Washington, without regard to its rules regarding conflict of laws.

7.4 Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement must be in writing signed by Representative Plaintiff and Wells Fargo.

7.5 Construction of Agreement. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against either party.

7.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

7.7 Waiver. The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

7.8 Effectiveness of Agreement; Counterparts. This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be facsimile copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

7.9 Use and Retention of Information. The list of Eligible Unlinked LCA Plaintiffs' names and corresponding payments referred to in Paragraph 4.5 of this Agreement, any claim forms provided under Paragraph 4.3, any information provided in connection with confirmatory discovery pursuant to Paragraph 6.1, and any other documentation containing the names of Wells Fargo's customers, may be used by Class Counsel only for purposes of implementing this Agreement. All such information shall be returned to Wells Fargo's counsel within thirty (30) days of the Distribution Date, provided that its disclosure in connection with this Agreement shall not affect its discoverability or use if this Agreement is not fully implemented.

7.10 Continuing Jurisdiction. The Court in this Action shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement. Prior to the date of Final Approval, any unresolved dispute between the Parties shall be resolved exclusively by Teresa Wakeen (or, if Teresa Wakeen is unavailable, another mediator then employed by Judicial Dispute Resolution LLC in Seattle, Washington); after the date of Final Approval, any unresolved dispute involving the foregoing shall be resolved exclusively by the Court. Plaintiff Class Members agree that Teresa Wakeen's or the Court's decision concerning the interpretation, effectuation, and implementation of this Agreement shall be final and binding. Teresa Wakeen (or the mediator as the case may be) shall have discretion to award the charges incurred for the services of the mediator as she deems fit.

7.11 Authority. Each individual signing this Agreement warrants that he or she has the authority to enter into this Agreement on behalf of the party for which that individual signs.

7.12 Assignment; Third Party Beneficiaries. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Plaintiff Settlement Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

7.13 Communications. Any communications to the Parties relating to this Agreement shall be sent to:

For Wells Fargo Bank, N.A.

Rudy A. Englund
Ronald E. Beard
Brian Meenaghan
Lane Powell PC
Seattle, Washington 98101-2338
Telephone: (206) 223-7000
Facsimile: (206) 223-7107

For Plaintiffs:

Kim D. Stephens
Beth E. Terrell
Michael D. Daudt
Tousley Brain Stephens PLLC
1700 Seventh Avenue, Suite 2200
Seattle, Washington 98101-1332
Telephone: (206) 682-5600
Facsimile: (206) 682-2992

And:

Daniel C. Gallagher
Gallagher Law Office, P.S.
10611 Battle Point Drive NE
Bainbridge Island, WA 98110-1493
Telephone: (206) 855-9310
Facsimile: (206) 855-2878

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

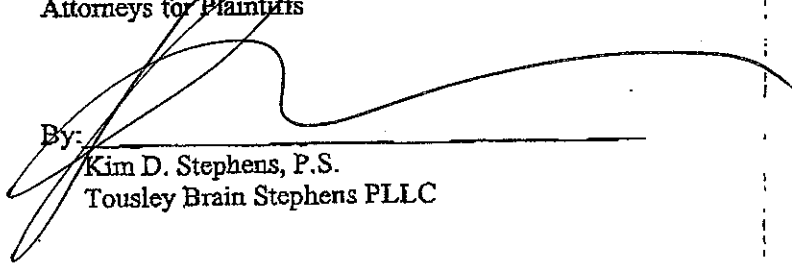
AGREED TO AND ACCEPTED:

DATED: April 16, 2008

By: George Cole
George Cole
Individually and as Representative of
the Plaintiff Settlement Class

TOUSLEY BRAIN STEPHENS PLLC
GALLAGHER LAW OFFICE, P.S.
Attorneys for Plaintiffs

DATED: April __, 2008

By: 

Kim D. Stephens, P.S.
Tousley Brain Stephens PLLC

WELLS FARGO BANK, N.A.

DATED: ~~April~~, 2008

May 30, 2008

By: Kevin A. Rehm
Its: Executive Vice President

— EXHIBIT A —