

Edward P Sangster (SBN 121041)  
edward.sangster@klgates.com  
K&L GATES LLP  
Four Embarcadero Center, Suite 1200  
San Francisco, CA 94111  
Telephone: (415) 882-8200  
Facsimile: (415) 882-8220

Paul F. Hancock (admitted pro hac vice)  
Paul.Hancock@klgates.com  
Olivia Kelman (admitted pro hac vice)  
Olivia.Kelman@klgates.com  
K&L GATES LLP  
200 S. Biscayne Blvd., Suite 3900  
Miami, FL 33131  
Telephone: (305) 539-3300  
Facsimile: (305) 358-7095

Bart H. Williams (SBN 134009)  
bwilliams@proskauer.com  
PROSKAUER ROSE LLP  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

Attorneys for Defendants  
Wells Fargo & Co and  
Wells Fargo Bank, N.A.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

CITY OF SACRAMENTO,  
a municipal Corporation

Plaintiff,

vs.

WELLS FARGO & CO., and WELLS FARGO  
BANK, N.A.,

Defendants.

Case No.: 2:18-cv-00416-KJM-AC

**STIPULATION AND ORDER FOR  
DISMISSAL OF ACTION WITH  
PREJUDICE**

**RECITALS**

WHEREAS, the United States Court of Appeals for the Ninth Circuit published its decision in *City of Oakland v. Wells Fargo & Company*, No. 19-15169 (9th Cir. Sept. 28, 2021) (the “*City of Oakland Decision*”);

WHEREAS, the *City of Oakland Decision* is binding in this action and requires dismissal of Plaintiff’s First Amended Complaint;

WHEREAS, on October 15, 2021, the parties to this action filed a stipulation to dismiss Plaintiff’s First Amended Complaint if the City of Oakland failed to file a petition for writ of certiori in the United States Supreme Court (Dkt. No. 71);

WHEREAS, the City of Oakland has informed the Ninth Circuit that it has decided not to pursue a petition for writ of certiori in the United States Supreme Court (9th Cir. Case No. 19-15169, Dkt. No. 126);

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1 NOW, THEREFORE, the parties do further stipulate and agree as follows:

2 **STIPULATION**

- 3 1. The Court shall dismiss with prejudice the City of Sacramento's First Amended  
4 Complaint.  
5 2. Each party agrees to bear its own costs and expenses, including attorneys' fees.  
6

7 DATED: January 27, 2022

PERETZ & ASSOCIATES

9 By: /s/ Yosef Peretz  
Yosef Peretz

11 Attorneys for Plaintiff  
CITY OF SACRAMENTO

13 DATED: January 27, 2022

K&L GATES LLP

15 By: /s/ Edward P. Sangster  
Edward P. Sangster

17 Attorneys for Defendants WELLS FARGO &  
CO. and WELLS FARGO BANK, N.A.

20 **ORDER**

21 The parties' stipulation is approved. Plaintiff's First Amended Complaint is hereby  
22 dismissed with prejudice. Each party shall bear its own costs and expenses, including attorneys'  
23 fees.  
24

25 DATED: \_\_\_\_\_

26 Kimberly J. Mueller  
27 United States District Judge  
28