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Wells Fargo & Co and  
15 Wells Fargo Bank, N.A.

16 UNITED STATES DISTRICT COURT  
17 EASTERN DISTRICT OF CALIFORNIA

18  
19 CITY OF SACRAMENTO,  
a municipal Corporation

20 Plaintiff,

21 vs.

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

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

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

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

**STIPULATION**

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

DATED: January 27, 2022

PERETZ & ASSOCIATES

By:           /s/ Yosef Peretz            
Yosef Peretz

Attorneys for Plaintiff  
CITY OF SACRAMENTO

DATED: January 27, 2022

K&L GATES LLP

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

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

**ORDER**

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

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

\_\_\_\_\_  
Kimberly J. Mueller  
United States District Judge