

DECLARATION OF DAVID A. ROTMAN

I, David A. Rotman, declare as follows:

1. I served as the mediator during the mediation session that was held between the parties in *Dyer v. Wells Fargo*, Case No. 13-CV-02858 JST (N.D. Ca.) on January 23, 2014.

2. I am an inactive member of the California Bar, and I am currently a principal of the mediation firm of Gregorio, Haldeman & Rotman located in San Francisco, California. Since joining Gregorio, Haldeman, et al. as a mediator in 1990, I have successfully mediated numerous disputes of all types between employers and employees, including over four-hundred and fifty (450) wage and hour class actions, the majority of which involved the application of California wage and hour laws. For nearly twenty (20) years prior to joining Gregorio, Haldeman, et al., I practiced with the firm of Pillsbury, Madison & Sutro in San Francisco, where I initially engaged in general litigation and later focused on labor and employment disputes.

3. I was initially approached by counsel for the parties to serve as a third party neutral in this case in November, 2013. After agreeing to mediate this case, counsel for the parties submitted detailed Confidential Mediation Statements outlining the facts and history of the case, as well as their respective positions, supported by pleadings and documentary exhibits which the parties had exchanged during the discovery process.

4. Defendants were represented by attorneys Thomas Kaufman and Paul Berkowitz with the law firm of Sheppard, Mullin, Richter & Hampton. Wells Fargo was represented by Brad Blackwell and Bill Hunnicutt. The Class was represented by John Yanchunis and Tamra Givens with the firm of Morgan & Morgan Complex Litigation Group, Clayco Arnold with the firm of Clayco C. Arnold, A Professional Law Corporation. Mark Malek with the firm Zies Widerman & Malek, and class representatives Bobbie Dyer and Patricia Stallworth, who were present during the mediation which was conducted in my office in San Francisco.

David Rotman Declaration

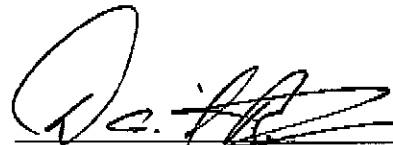
Page Two

5. At the conclusion of a full day of mediation, a global settlement was reached between the parties consisting of an agreement for Defendants to pay a lump sum of \$10.8 million to what I understand to be the approximately 6,000 eligible, similarly situated members of the settlement class, which sum was inclusive of attorneys fees and costs. The parties agreed that this sum could change based upon Defendant's recalculation of the possible sums of money which would be won by the class should the case be tried and should they prevail on their theory of the case.

6. During the mediation session held in this case, many difficult legal and factual issues were discussed and resolved between the parties. The settlement reached between the parties was the product of extensive, hard-fought and arms-length adversarial negotiations between the parties. I never sensed any collusiveness between the parties or their respective counsel.

7. The provisions of the settlement providing for payment of attorneys fees and an incentive award to the class representatives were negotiated only after the relief to the class was finalized.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 6th day of February at San Francisco, California.

A handwritten signature in black ink, appearing to read "D. Rotman", is written over a horizontal line.

DAVID A. ROTMAN