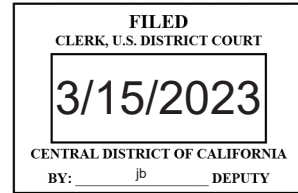


1 JOSEPH T. MCNALLY  
 Attorney for the United States  
 2 Acting Under Authority Conferred by 28 U.S.C. § 515  
 MACK E. JENKINS  
 3 Assistant United States Attorney  
 Chief, Criminal Division  
 4 ALEXANDER B. SCHWAB (Cal. Bar No. 283421)  
 CAROLYN S. SMALL (Cal. Bar No. 304938)  
 5 Assistant United States Attorneys  
 BENJAMIN S. KINGSLEY (Cal. Bar No. 314192)  
 6 Special Attorney  
 Major Frauds Section  
 7 1100 United States Courthouse  
 312 North Spring Street  
 8 Los Angeles, California 90012  
 Telephone: (213) 894-1259/2041  
 9 Facsimile: (213) 894-0141  
 E-mail: alexander.schwab@usdoj.gov  
 10 carolyn.small@usdoj.gov



11 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA

12  
 13 UNITED STATES DISTRICT COURT

14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,  
 16 Plaintiff,  
 17 v.  
 18 CARRIE L. TOLSTEDT,  
 19 Defendant.

No. CR 2:23-cr-00115-JLS

PLEA AGREEMENT FOR DEFENDANT  
CARRIE L. TOLSTEDT

20  
 21 1. This constitutes the plea agreement between Carrie L.  
 22 Tolstedt ("defendant") and the United States Attorneys' Offices for  
 23 the Central District of California and the Western District of North  
 24 Carolina (collectively, the "USAO") in the investigation of criminal  
 25 conduct pertaining to defendant's role as head of the Community Bank  
 26 at Wells Fargo Bank, N.A. This agreement is limited to the USAO and  
 27  
 28

1 cannot bind any other federal, state, local, or foreign prosecuting,  
2 enforcement, administrative, or regulatory authority.<sup>1</sup>

3 RULE 11(c)(1)(C) AGREEMENT

4 2. Defendant understands that this agreement is entered into  
5 pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).  
6 Accordingly, defendant understands that, if the Court determines that  
7 it will not accept this agreement, absent a breach of this agreement  
8 by defendant prior to that determination and whether or not defendant  
9 elects to withdraw any guilty plea entered pursuant to this  
10 agreement, this agreement will, with the exception of paragraph 22  
11 below, be rendered null and void and both defendant and the USAO will  
12 be relieved of their obligations under this agreement. Defendant  
13 agrees, however, that if defendant breaches this agreement prior to  
14 the Court's determination whether or not to accept this agreement,  
15 the breach provisions of this agreement, paragraphs 25 and 26 below,  
16 will control, with the result that defendant will not be able to  
17 withdraw any guilty plea entered pursuant to this agreement, the USAO  
18 will be relieved of all of its obligations under this agreement, and  
19 the Court's failure to follow any recommendation or request regarding  
20 sentence set forth in this agreement will not provide a basis for  
21 defendant to withdraw defendant's guilty plea.

22 DEFENDANT'S OBLIGATIONS

23 3. Defendant agrees to:  
24  
25

---

26 <sup>1</sup> The United States Attorney's Office for the Northern District  
27 of California (NDCA) is recused from this matter. NDCA prosecutors  
28 who participate in this matter do so only pursuant to authorization  
from the General Counsel, Executive Office for the United States  
Attorneys, and at the discretion and under the direction of the  
United States Attorney's Office for the Central District of  
California.



1 c. Except for criminal tax violations (including  
2 conspiracy to commit such violations chargeable under 18 U.S.C.  
3 § 371), not further criminally prosecute defendant for violations  
4 arising from her conduct in her roles at Wells Fargo Bank, N.A., and  
5 related companies. Defendant understands that the USAO is free to  
6 criminally prosecute defendant for any other unlawful past conduct or  
7 any unlawful conduct that occurs after the date of this agreement.  
8 Defendant agrees that at the time of sentencing the Court may  
9 consider any uncharged conduct in determining the sentence to be  
10 imposed after consideration of all relevant factors under 18 U.S.C.  
11 § 3553(a).

12 NATURE OF THE OFFENSE

13 5. Defendant understands that for defendant to be guilty of  
14 the crime charged in the sole count of the information, that is,  
15 obstruction of a bank examination, in violation of 18 U.S.C. § 1517,  
16 the following must be true: (1) defendant obstructed an examination  
17 of a financial institution by an agency of the United States; (2) the  
18 agency of the United States had jurisdiction to conduct the  
19 examination; and (3) defendant acted corruptly.

20 PENALTIES

21 6. Defendant understands that the statutory maximum sentence  
22 that the Court can impose for obstruction of a bank examination, in  
23 violation of 18 U.S.C. § 1517, is: five years' imprisonment; a three-  
24 year period of supervised release; a fine of \$250,000 or twice the  
25 gross gain or gross loss resulting from the offense, whichever is  
26 greatest; and a mandatory special assessment of \$100.

27 7. Defendant understands that supervised release is a period  
28 of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that  
2 if defendant violates one or more of the conditions of any supervised  
3 release imposed, defendant may be returned to prison for all or part  
4 of the term of supervised release authorized by statute for the  
5 offense that resulted in the term of supervised release, which could  
6 result in defendant serving a total term of imprisonment greater than  
7 the statutory maximum stated above.

8 8. Defendant understands that, by pleading guilty, defendant  
9 may be giving up valuable government benefits and valuable civic  
10 rights, such as the right to vote, the right to possess a firearm,  
11 the right to hold office, and the right to serve on a jury.  
12 Defendant understands that she is pleading guilty to a felony and  
13 that it is a federal crime for a convicted felon to possess a firearm  
14 or ammunition. Defendant understands that the conviction in this  
15 case may also subject defendant to various other collateral  
16 consequences, including but not limited to revocation of probation,  
17 parole, or supervised release in another case and suspension or  
18 revocation of a professional license. Defendant understands that  
19 unanticipated collateral consequences will not serve as grounds to  
20 withdraw defendant's guilty plea.

21 9. Defendant and her counsel have discussed the fact that, and  
22 defendant understands that, if defendant is not a United States  
23 citizen, the conviction in this case makes it practically inevitable  
24 and a virtual certainty that defendant will be removed or deported  
25 from the United States. Defendant may also be denied United States  
26 citizenship and admission to the United States in the future.  
27 Defendant understands that while there may be arguments that  
28 defendant can raise in immigration proceedings to avoid or delay

1 removal, removal is presumptively mandatory and a virtual certainty  
2 in this case. Defendant further understands that removal and  
3 immigration consequences are the subject of a separate proceeding and  
4 that no one, including her attorney or the Court, can predict to an  
5 absolute certainty the effect of her conviction on her immigration  
6 status. Defendant nevertheless affirms that she wants to plead  
7 guilty regardless of any immigration consequences that her plea may  
8 entail, even if the consequence is automatic removal from the United  
9 States.

10 FACTUAL BASIS

11 10. Defendant admits that defendant is, in fact, guilty of the  
12 offense to which defendant is agreeing to plead guilty. Defendant  
13 and the USAO agree to the statement of facts provided below and agree  
14 that this statement of facts is sufficient to support a plea of  
15 guilty to the charge described in this agreement and to establish the  
16 Sentencing Guidelines factors set forth in paragraph 12 below but is  
17 not meant to be a complete recitation of all facts relevant to the  
18 underlying criminal conduct or all facts known to either party that  
19 relate to that conduct.

20 Background

21 Wells Fargo & Company ("Wells Fargo") was a publicly traded  
22 financial services corporation that wholly owned Wells Fargo Bank,  
23 N.A. (the "Bank"), which was a national banking association. The  
24 deposits of the Bank were insured by the Federal Deposit Insurance  
25 Corporation.

26 Wells Fargo's consumer and small business retail banking  
27 business was operated by the Community Banking Division of Wells  
28 Fargo, which was also known as the Community Bank. The Community Bank

1 was responsible for managing many of the products sold to individual  
2 customers and small businesses, including checking and savings  
3 accounts, CDs, debit cards, bill pay, and global remittance products.

4 From approximately 2007 to September 2016, defendant was Senior  
5 Executive Vice President of Community Banking and was in charge of  
6 the Community Bank. All employees within the Community Bank  
7 ultimately reported to defendant.

8 Sales Practices Misconduct

9 Within Wells Fargo, problematic sales practices were at times  
10 referred to as "gaming," and included employees' manipulation and/or  
11 misrepresentation of sales to meet sales goals, receive incentive  
12 compensation, or avoid negative employment consequences, such as  
13 reprimands or termination. Gaming strategies varied widely and  
14 included, in some instances, using existing customers' personal  
15 identifying information -- without the customers' consent -- to open  
16 accounts. Employees also persuaded customers to open accounts and  
17 financial products that the customers authorized but which the  
18 employees knew the customers did not actually need or intend to use.  
19 This included opening accounts for friends and family members and  
20 encouraging customers to open unnecessary or duplicate checking or  
21 savings accounts or credit or debit cards. Millions of secondary  
22 accounts and products were opened from 2002 to 2016, and many of  
23 these were never used by customers.

24 Between 2011 and 2016, the Bank referred more than 23,000  
25 employees for sales practices investigation and terminated over 5,300  
26 employees for customer-facing sales ethics violations, including, in  
27 many cases, for falsifying bank records. Thousands of additional  
28 employees received disciplinary action short of termination or

1 resigned prior to the conclusion of the Company's investigations into  
2 their sales practices.

3 Defendant

4 By no later than 2004, defendant was aware of sales practices  
5 misconduct within the Community Bank and aware of the fact that  
6 employees were terminated each year for gaming. Beginning no later  
7 than 2006, defendant began receiving information from corporate  
8 investigations concerning gaming. Over time, defendant was informed  
9 that terminations for gaming in the Community Bank were consistently  
10 increasing over time, that the misconduct was linked in part to sales  
11 goals within the Community Bank, and that termination numbers likely  
12 underestimated the scope of the problem.

13 In October 2013 and December 2013, the Los Angeles Times  
14 published news articles reporting on sales practices problems and  
15 misconduct at Wells Fargo in Southern California, including the  
16 opening of accounts or financial products managed by the Community  
17 Bank that were unauthorized or fraudulent. These articles increased  
18 the attention Wells Fargo paid to sales practices misconduct,  
19 including within the Community Bank. By no later than April 2015,  
20 defendant knew that an average of at least 1,000 to 1,200 employees a  
21 year were terminated, or resigned pending investigation, for sales  
22 practices misconduct. By no later than May 2015, defendant also knew  
23 that, although the Community Bank had created the Sales and Service  
24 Conduct Oversight Team ("SSCOT") for, among other reasons, the  
25 purported purpose of proactively identifying sales misconduct, SSCOT  
26 employed proactive monitoring thresholds to identify for  
27 investigation employees with the most egregious metrics, which meant  
28 that only a small portion of activity considered a "red flag" for



1 sales practices misconduct was investigated. In fact, as of July  
2 2014, the thresholds established by SSCOT meant that only the top .01  
3 to .05 percent of employees engaging in activity considered a "red  
4 flag" for sales practices misconduct were investigated by SSCOT.

5 OCC Examination

6 In May 2015, defendant and others participated in the  
7 preparation of written materials for a meeting of the Risk Committee  
8 of Wells Fargo's Board of Directors (the "May 2015 Memo"). Defendant  
9 knew that the May 2015 Memo would be provided to the Office of the  
10 Comptroller Currency ("OCC"), an agency of the United States, in the  
11 course of its examination of the Community Bank. Defendant corruptly  
12 obstructed the OCC's examination by seeking to minimize the scope of  
13 the sales practices misconduct issue reflected in the May 2015 Memo.  
14 In particular, notwithstanding the information defendant knew as  
15 described above, the May 2015 Memo failed to disclose: (1) statistics  
16 on the number of employees who were terminated or resigned pending  
17 investigation for sales practices misconduct; and (2) that only a  
18 very small percentage of employees who engaged in activity that  
19 constituted potential sales practices misconduct was investigated  
20 under SSCOT's proactive monitoring standard, as described above.

21 SENTENCING FACTORS AND AGREED-UPON SENTENCE

22 11. Defendant understands that in determining defendant's  
23 sentence the Court is required to calculate the applicable Sentencing  
24 Guidelines range and to consider that range, possible departures  
25 under the Sentencing Guidelines, and the other sentencing factors set  
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
27 Sentencing Guidelines are advisory only.

28

1           12. Defendant and the USAO agree to the following applicable  
2 Sentencing Guidelines factors:

3           Base Offense Level:	14	USSG § 2J1.2(a)
4           Acceptance of Responsibility:	-2	USSG § 3E1.1
5           Total Offense Level:	12	
6           Criminal History Category:	I	

---

7           Guideline Range:                   10-16 months' imprisonment

8           13. The parties agree not to argue that any other specific  
9 offense characteristics, adjustments, or departures be imposed.

10           14. Defendant and the USAO agree that, taking into account the  
11 factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant  
12 sentencing guideline factors set forth above, an appropriate  
13 disposition of this case is that the Court impose a sentence no  
14 higher than 16 months' imprisonment; up to three years' supervised  
15 release with conditions to be fixed by the Court; a fine of \$100,000;  
16 and a \$100 special assessment.

17                                   WAIVER OF CONSTITUTIONAL RIGHTS

18           15. Defendant understands that by pleading guilty, defendant  
19 gives up the following rights:

- 20           a. The right to persist in a plea of not guilty.
- 21           b. The right to a speedy and public trial by jury.
- 22           c. The right to be represented by counsel -- and if  
23 necessary have the Court appoint counsel -- at trial. Defendant  
24 understands, however, that, defendant retains the right to be  
25 represented by counsel -- and if necessary have the Court appoint  
26 counsel -- at every other stage of the proceeding.





1 the statement of facts provided herein is insufficient to support  
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 20. Defendant agrees that, provided the Court imposes a  
5 sentence consistent with paragraph 14 above, defendant gives up the  
6 right to appeal any portion of that sentence, and the procedures and  
7 calculations used to determine and impose any portion of that  
8 sentence.

9 21. The USAO agrees that, provided the Court imposes a sentence  
10 consistent with paragraph 14 above, the USAO gives up its right to  
11 appeal any portion of that sentence, and the procedures and  
12 calculations used to determine and impose any portion of that  
13 sentence.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 22. Defendant agrees that if, after entering a guilty plea  
16 pursuant to this agreement, defendant seeks to withdraw and succeeds  
17 in withdrawing defendant's guilty plea on any basis other than a  
18 claim and finding that entry into this plea agreement was  
19 involuntary, then (a) the USAO will be relieved of all of its  
20 obligations under this agreement; and (b) should the USAO choose to  
21 pursue any charge that was either dismissed or not filed as a result  
22 of this agreement, then (i) any applicable statute of limitations  
23 will be tolled between the date of defendant's signing of this  
24 agreement and the filing commencing any such action; and  
25 (ii) defendant waives and gives up all defenses based on the statute  
26 of limitations, any claim of pre-indictment delay, or any speedy  
27 trial claim with respect to any such action, except to the extent  
28

1 that such defenses existed as of the date of defendant's signing this  
2 agreement.

3 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

4 23. Defendant agrees that if the count of conviction is  
5 vacated, reversed, or set aside, both the USAO and defendant will be  
6 released from all their obligations under this agreement.

7 EFFECTIVE DATE OF AGREEMENT

8 24. This agreement is effective upon signature and execution of  
9 all required certifications by defendant, defendant's counsel, and an  
10 Assistant United States Attorney.

11 BREACH OF AGREEMENT

12 25. Defendant agrees that if defendant, at any time after the  
13 effective date of this agreement, knowingly violates or fails to  
14 perform any of defendant's obligations under this agreement ("a  
15 breach"), the USAO may declare this agreement breached. All of  
16 defendant's obligations are material, a single breach of this  
17 agreement is sufficient for the USAO to declare a breach, and  
18 defendant shall not be deemed to have cured a breach without the  
19 express agreement of the USAO in writing. If the USAO declares this  
20 agreement breached, and the Court finds such a breach to have  
21 occurred, then: (a) if defendant has previously entered a guilty plea  
22 pursuant to this agreement, defendant will not be able to withdraw  
23 the guilty plea, (b) the USAO will be relieved of all its obligations  
24 under this agreement, and (c) the Court's failure to follow any  
25 recommendation or request regarding sentence set forth in this  
26 agreement will not provide a basis for defendant to withdraw  
27 defendant's guilty plea.

1           26. Following the Court's finding of a knowing breach of this  
2 agreement by defendant, should the USAO choose to pursue any charge  
3 that was either dismissed or not filed as a result of this agreement,  
4 then:

5           a. Defendant agrees that any applicable statute of  
6 limitations is tolled between the date of defendant's signing of this  
7 agreement and the filing commencing any such action.

8           b. Defendant waives and gives up all defenses based on  
9 the statute of limitations, any claim of pre-indictment delay, or any  
10 speedy trial claim with respect to any such action, except to the  
11 extent that such defenses existed as of the date of defendant's  
12 signing this agreement.

13           c. Defendant agrees that: (i) any statements made by  
14 defendant, under oath, at the guilty plea hearing (if such a hearing  
15 occurred prior to the breach); (ii) the agreed to factual basis  
16 statement in this agreement; and (iii) any evidence derived from such  
17 statements, shall be admissible against defendant in any such action  
18 against defendant, and defendant waives and gives up any claim under  
19 the United States Constitution, any statute, Rule 410 of the Federal  
20 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
21 Procedure, or any other federal rule, that the statements or any  
22 evidence derived from the statements should be suppressed or are  
23 inadmissible.

24           COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25           OFFICE NOT PARTIES

26           27. Defendant understands that the Court and the United States  
27 Probation and Pretrial Services Office are not parties to this  
28 agreement and need not accept it. Defendant understands that the

1 Court will determine the facts, sentencing factors, and other  
2 considerations relevant to sentencing and will decide for itself  
3 whether to accept and agree to be bound by this agreement.

4 28. Defendant understands that both defendant and the USAO are  
5 free to: (a) supplement the facts by supplying relevant information  
6 to the United States Probation and Pretrial Services Office and the  
7 Court, (b) correct any and all factual misstatements relating to the  
8 Court's Sentencing Guidelines calculations and determination of  
9 sentence, and (c) argue on appeal and collateral review that the  
10 Court's Sentencing Guidelines calculations and the sentence it  
11 chooses to impose are not error, although each party agrees to  
12 maintain its view that the calculations and sentence referenced in  
13 paragraphs 12 and 14 are consistent with the facts of this case.  
14 While this paragraph permits both the USAO and defendant to submit  
15 full and complete factual information to the United States Probation  
16 and Pretrial Services Office and the Court, even if that factual  
17 information may be viewed as inconsistent with the facts agreed to in  
18 this agreement, this paragraph does not affect defendant's and the  
19 USAO's obligations not to contest the facts agreed to in this  
20 agreement.

21 NO ADDITIONAL AGREEMENTS

22 29. Defendant understands that, except as set forth herein,  
23 there are no promises, understandings, or agreements between the USAO  
24 and defendant or defendant's attorney, and that no additional  
25 promise, understanding, or agreement may be entered into unless in a  
26 writing signed by all parties or on the record in court.

27 //

28 //



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

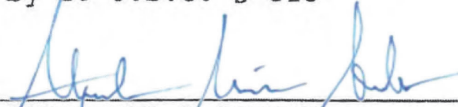
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

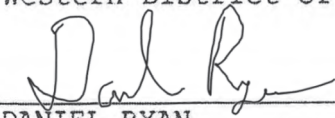
UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

JOSEPH T. MCNALLY  
Attorney for the United States  
Acting Under Authority Conferred  
by 28 U.S.C. § 515

  
\_\_\_\_\_  
ALEXANDER B. SCHWAB  
Assistant United States Attorney

March 11, 2023  
\_\_\_\_\_  
Date

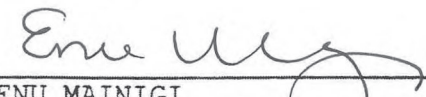
DENA J. KING  
United States Attorney  
Western District of North Carolina

  
\_\_\_\_\_  
DANIEL RYAN  
Assistant United States Attorney

March 11, 2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
CARRIE L. TOLSTEDT  
Defendant

March 10, 2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ENU MAINIGI  
Attorney for Defendant  
CARRIE L. TOLSTEDT

3/10/23  
\_\_\_\_\_  
Date

//  
//

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


Carrie L. Tolstedt  
CARRIE L. TOLSTEDT  
Defendant

March 10, 2023  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Carrie L. Tolstedt's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

1 provisions, and of the consequences of entering into this agreement.  
2 To my knowledge: no promises, inducements, or representations of any  
3 kind have been made to my client other than those contained in this  
4 agreement; no one has threatened or forced my client in any way to  
5 enter into this agreement; my client's decision to enter into this  
6 agreement is informed and voluntary; and the factual basis set forth  
7 in this agreement is sufficient to support my client's entry of a  
8 guilty plea pursuant to this agreement.

9  
10   
11 \_\_\_\_\_  
12 ENU MAINIGI  
13 Attorney for Defendant  
14 CARRIE L. TOLSTEDT

3/11/23  
15 \_\_\_\_\_  
16 Date

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
CARRIE L. TOLSTEDT,  
  
Defendant.

CR No.  
  
I N F O R M A T I O N  
  
[18 U.S.C. § 1517: Obstruction of  
a Bank Examination]

The Attorney for the United States charges:  
  
[18 U.S.C. § 1517]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. Wells Fargo Bank, N.A. ("Wells Fargo"), was a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation.

2. The Office of the Comptroller of the Currency ("OCC") was an agency of the United States with jurisdiction to conduct examinations of financial institutions.

B. OBSTRUCTION OF BANK EXAMINATION

3. Beginning no later than in or about February 2015 and continuing through at least May 2015, defendant CARRIE L. TOLSTEDT

1 corruptly obstructed an examination of Wells Fargo Bank by the OCC by  
2 causing a memorandum that was provided to the OCC to be materially  
3 misleading and incomplete.

4  
5 JOSEPH T. MCNALLY  
6 Attorney for the United States  
7 Acting Under Authority Conferred by 28  
8 U.S.C. § 515

9 MACK E. JENKINS  
10 Assistant United States Attorney  
11 Chief, Criminal Division

12 RANEE A. KATZENSTEIN  
13 Assistant United States Attorney  
14 Chief, Major Frauds Section

15 ALEXANDER B. SCHWAB  
16 CAROLYN S. SMALL  
17 Assistant United States Attorneys  
18 Major Frauds Section  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28