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**By Electronic Case Filing**

The Honorable Laura M. Provinzino  
U.S. District Court Judge  
U.S. District Court for the District of Minnesota  
316 N. Robert Street  
St. Paul, MN 55101  
provinzino\_chambers@mnd.uscourts.gov

Re: *Navarro et al. v. Wells Fargo & Company*, Case No. 0:24-cv-03043-LMP-DLM

Dear Judge Provinzino:

We are counsel to Defendant Wells Fargo & Company in the above-referenced action, and write to bring to the Court's attention a recent decision in *Lewandowski v. Johnson and Johnson*, Case No. 3:24-cv-671, ECF No. 84 (D.N.J. Nov. 26, 2025) (the "*Lewandowski* Opinion") that further supports Defendant's Motion to Dismiss the Amended Complaint (ECF No. 77) in this Action. A copy of the *Lewandowski* Opinion is attached hereto as Exhibit A.

The *Lewandowski* Action, which advances allegations substantially similar to those asserted here, was commenced by the same plaintiffs' counsel that commenced this Action. Like here, the district court previously dismissed the *Lewandowski* Action for want of Article III standing and the *Lewandowski* plaintiffs filed a Second Amended Complaint. In an attempt to cure the standing deficiencies identified by the courts, the Second Amended Complaint in the *Lewandowski* Action (ECF No. 74; Exhibit B, hereto) and the Amended Complaint in this Action (ECF No. 64) added substantially similar allegations:

- The amended complaints in both the *Lewandowski* and *Navarro* Actions each added a new named plaintiff. The new plaintiff in the *Lewandowski* Action, like the plaintiffs in the *Navarro* Action, had not met the plan's out-of-pocket maximum; the new plaintiff in the *Navarro* Action, like the original named plaintiff in the *Lewandowski* Action, was a current participant by virtue of electing to continue coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") at the time the Amended Complaint was filed. *Compare Lewandowski* Second Amended Complaint ¶¶ 12-13, 239, with *Navarro* Amended Complaint ¶ 18.
- The amended complaints in both the *Lewandowski* and *Navarro* Actions added allegations that plan prescription drug spending necessarily increases employee premiums and cited the same reports and articles in support thereof. *Compare*



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*Lewandowski* Second Amended Complaint ¶¶ 76, 198-205, with *Navarro* Amended Complaint ¶¶ 108, 245-52. Both amended complaints also added allegations that the plaintiffs were required to pay more in employee premiums and/or COBRA premiums as a result of alleged fiduciary breaches. Compare *Lewandowski* Second Amended Complaint ¶¶ 209-12, with *Navarro* Amended Complaint ¶¶ 230-60.

- The amended complaints in both the *Lewandowski* and *Navarro* Actions added allegations that plaintiffs paid more in out-of-pocket costs as a result of alleged fiduciary breaches. Compare *Lewandowski* Second Amended Complaint ¶¶ 213-40, with *Navarro* Amended Complaint ¶¶ 217-18, 227-28.

The *Lewandowski* court was unmoved by these additional allegations as well as the amicus brief submitted in support of plaintiffs, relied extensively on this Court's decision dismissing the initial *Navarro* Complaint, and, in relevant part, granted defendants' motion to dismiss for want of Article III standing.<sup>1</sup>

We thank the Court for its consideration of this submission.

Respectfully submitted,

/s/ Russell L. Hirschhorn

Russell L. Hirschhorn

Enclosures

cc All counsel of record

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<sup>1</sup> While the *Navarro* Plaintiffs (but not the *Lewandowski* plaintiffs) also relied on an expert report in an attempt to establish Article III standing, that reliance is misplaced for the reasons discussed in Wells Fargo's Motion to Dismiss briefing. (See ECF No. 79 at 15-16; ECF No. 91 at 4.)