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9 *Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 MAUREEN HARROLD, individually and on
behalf of all others similarly situated,

13
14 Plaintiff,

15 v.

16 MUFG UNION BANK, N.A.,

17
18 Defendant.

Case No. BC680214

(Assigned for All Purposes to the Honorable
Yvette M. Palazuelos, Dept. 9)

**DECLARATION OF ANDREA R. GOLD
IN SUPPORT OF UNOPPOSED MOTION
FOR ATTORNEYS' FEES, COSTS, AND
INCENTIVE AWARD**

Date: July 25, 2024

Time: 10:00 A.M.

Complaint Filed: October 19, 2017

Amended Complaint Filed: July 29, 2020

Trial Date: None Set

1 **DECLARATION OF ANDREA R. GOLD IN SUPPORT OF UNOPPOSED MOTION FOR**
2 **ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARD**

3 I, Andrea R. Gold, declare as follows:

4 1. I am an attorney admitted to practice in the States of Illinois and Maryland, as well
5 as the District of Columbia, and admitted *pro hac vice* in the present case. I am a partner at Tycko
6 & Zavareei LLP. I submit this Declaration in support of Plaintiff's Unopposed Motion for
7 Attorneys' Fees, Costs, and Incentive Award. I have personal knowledge of the following, except
8 where stated upon information and belief, and if sworn as a witness, I could and would competently
9 testify thereto.

10 2. The firm's practice focuses on complex litigation, with a particular emphasis on
11 consumer and other types of class actions, and qui tam and False Claims Act litigation. In its class
12 action practice, the firm represents consumers who have been victims of corporate wrongdoing. The
13 firm's attorneys bring a unique perspective to such litigation because many of them trained at major
14 national defense firms where they obtained experience representing corporate defendants in such
15 cases. This unique perspective enables the firm to anticipate and successfully counter the strategies
16 commonly employed by corporate counsel defending class action litigation. Tycko & Zavareei
17 LLP's attorneys have successfully obtained class certification, been appointed class counsel, and
18 obtained approval of class action settlements with common funds totaling over \$500 million.

19 3. Tycko & Zavareei LLP's twenty-four attorneys graduated from some of the nation's
20 finest law schools, including Harvard Law School, Columbia Law School, Duke University School
21 of Law, UC Berkeley School of Law, the University of Chicago Law School, Georgetown Law, and
22 the University of Michigan Law School. They have served in prestigious clerkships for federal and
23 state judges and have worked for low-income clients through competitive public interest
24 fellowships. The firm's diversity makes it a leader amongst its peers, and the firm actively and
25 successfully recruits attorneys who are women, people of color, and LGBTQ. To support its mission
26 of litigating in the public interest, Tycko & Zavareei LLP offers a unique public interest fellowship
27 for recent law graduates. Tycko & Zavareei LLP's attorneys practice in state and federal courts
28 across the nation.

4. Tycko & Zavareei LLP's attorneys have represented consumers against financial

1 institutions in a number of cases alleging unfair and unlawful financial institution fee practices in
2 both state and federal court, including *Duval v. Citizens Financial Group, Inc.*, No. 10-cv-21080
3 (S.D. Fla.); *Lloyd v. Navy Federal Credit Union*, No. 17-cv-1280 (S.D. Cal.); *Wallace v. Wells*
4 *Fargo Bank, N.A.*, No. 17CV31775 (Sup. Ct. Ca., Santa Clara Cty.); *Roberts v. Capital One*
5 *Financial Corporation*, No. 16-cv-04841 (S.D.N.Y.); *Hawkins v. First Tennessee Bank, N.A.*, No.
6 CT-0040851-11 (Cir. Ct. Shelby Cty. Tenn.); *Taulava v. Bank of Hawaii*, No. 11-1-0337-02 (Cir.
7 Ct. of 1st Cir., Haw.); *Bodnar v. Bank of America, N.A.*, No. 14-cv-3224 (E.D. Pa.); *Lambert v.*
8 *Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.); *Trombley v. National City Bank*, No. 10-
9 cv-00232 (D.D.C.); *Farrell, et al. v. Bank of America, N.A.*, No. 3:16-00492 (S.D. Cal.); and many
10 others.

11 5. Tycko & Zavareei has also been named Class Counsel, Lead Counsel, or Settlement
12 Class Counsel in consumer class actions styled *Shannon Schulte, et al. v. Fifth Third Bank*, No.
13 1:09-cv-06655 (N.D. Ill.); *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.); *Nick*
14 *Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir. Ct. Jackson County, Mo.); *Thomas*
15 *Casto, et al. v. City National Bank, N.A.*, No. 10 Civ. 01089 (Cir. Ct. Kanawha County, W. Va.);
16 *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*,
17 No. CJ-2010-5209 (Dist. Ct. for Tulsa County, Okla.); *Mascaro, et al. v. TD Bank, Inc.*, No. 10-cv-
18 21117 (S.D. Fla.); *Theresa Molina, et al., v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist.,
19 Dist. Ct. Sedgwick County, Kan.); *Jonathan Jones, et al. v. United Bank and United Bankshares,*
20 *Inc.*, No. 11-C-50 (Cir. Ct. of Jackson County, W. Va.); *Amber Hawthorne, et al. v. Umpqua Bank,*
21 No. 4:11-cv-06700 (N.D. Cal.); *Jane Simpson, et al. v. Citizens Bank, et al.*, No. 2:12-cv-10267
22 (E.D. Mich.); *Alfonse Forgione, et al. v. Webster Bank, N.A.*, No. UWY-CV12-6015956-S (Super.
23 Ct. Judicial Dist. of Waterbury, Conn.); *Sherry Bodnar v. Bank of America, N.A.*, No. 5:14-cv-
24 03224-EGS (E.D. Pa.); *Wong v. TrueBeginnings LLC d/b/a True.com*, No. 3-07 Civ. 1244-N (N.D.
25 Tex.); *Geis v. Airborne Health, et. al.*, Civil Action No. 2:07 Civ. 4238-KSH-PS (D. N.J.);
26 *Dennings, et al. v. Clearwire Corporation*, No. 2:10-cv-01859 (W.D. Wash.); *In Re: Higher One*
27 *Oneaccount Marketing And Sales Practices Litigation*, No. 3:12-md-02407 (D. Conn.); *Galdamez*
28 *v. I.Q. Data International, Inc.*, No. 15-cv-1605 (E.D. Va.); *Brown v. Transurban USA*, No. 15-cv-
494 (E.D. Va.); *Gatinella et al. v. Michael Kors (USA)*, No. 14-cv-5731 (S.D.N.Y); *Grayson, et al.*

1 v. *General Electric Company*, 3:13-cv-1799 (D. Conn.); *Farrell, et al. v. Bank of America, N.A.*,
2 No. 3:16-00492 (S.D. Cal.); *In re: APA Assessment Fee Litigation*, 1:10-cv-01780 (D.D.C.); *Griffith*
3 v. *ContextMedia Health, LLC d/b/a Outcome Health*, No. 1:16-cv-02900 (N.D. Ill.); *Scott, et al. v.*
4 *JPMorgan Chase & Co.*, No. 17-cv-249 (D.D.C.); *In re Think Finance, LLC, et al.*, No. 17-bk-
5 33964 (Bankr. N.D. Tex.); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495 (E.D. Va.); *Meta v. Target*
6 *Corp., et al.*, No. 14-cv-0832 (N.D. Ohio); *Petit v. Procter & Gamble Co.*, No. 15-cv-02150 (N.D.
7 Cal.); *Kumar v. Safeway, Inc. et al.*, RG14726707 (Super. Ct. of Cal. Cty. Of Alameda); *Kumar v.*
8 *Salov North America Corp., et al.*, 4:14-cv-02411 (N.D. Cal.); *Koller v. Deoleo USA, Inc.*, Case No.
9 3:14-CV-02400-RS (N.D. Cal.); *Stathakos et al. v. Columbia Sportswear Co.*, No. 1:16-cv-04543
10 (N.D. Cal.); *Robinson v. First Hawaiian Bank*, No. 17-1- 0167-01 (Cir. Ct. of 1st Cir., Haw.);
11 *Hughes v Autozone Parts, Inc.*, No. BC63-l-080 (Super. Ct. State of CA); *Harkey v. General Electric*
12 *Company*, No. 3:13-cv-01799 (D. Conn.); *Lashambae v. Capital One Bank, N.A.* 1:17-cv-06406-
13 VMS (E.D.N.Y.); *Walters v. Target Corp.* 3:16-cv-01678 (S. D. Cal); *Roberts v. Capitol One*
14 *Financial Corp.* 1:16-cv-04841 (S.D. NY.); *Juan Quintanilla Vazquez et al. v. Libre by Nexus, Inc.*,
15 No. 17-cv-00755 CW (N.D. Cal.); *In re: American Psychological Association Assessment Fee*
16 *Litigation*, 1:10-cv-01780 (D.D.C.); *Rosado v. Barry Univ.*, No. 20-cv-21813-JEM (S.D. Fla.);
17 *Silveira v. M&T Bank*, No. 2:19-cv-06958-ODW-KS (C.D. Cal.); *Jette v. Bank of America, N.A.*,
18 No. 20-cv-6791-LDW (D.N.J.); *Wallace v. Wells Fargo & Company, et al.* (2021) 17CV317775
19 (Super. Ct. of Cal. Cty. of Santa Clara); and *In re: Deva Concepts Products Liability Litigation*, No.
20 1:20-cv-01234-GHW (S.D.N.Y.); *Clark v. Hills Bank & Tr. Co.*, No. LACV080753 (Iowa Dist. for
21 Johnson Cty.); *Robinson v. Nationstar Mortgage LLC*, No. 8:14-cv-03667-TJS (D. Md.) and
22 *Alexander et al. v. Carrington Mortgage Service, LLC*, No. 1:20-cv-02369-RBD (D. Md.).

23 6. The \$5,000,000.00 recovery is in my opinion an excellent and favorable result given
24 the complexity of the litigation. Based on Plaintiff's expert data analysis, the Settlement Class's
25 most likely recoverable damages at trial would have been approximately \$13.3 million. The
26 Settlement will afford Plaintiff and the Settlement Class a recovery of approximately 37% of their
27 most probable damages. The Settlement will provide Settlement Class Members with substantial
28 relief that is well within the range of reasonable recovery in this Circuit in light of the many
continued litigation risks. Such litigation risks were significant. Plaintiff faced the risk of losing the

1 Motion for Judgment on the Pleadings, at class certification, summary judgment, at trial, or on a
2 subsequent appeal based on Defendant's various theories and defenses, including its defense that
3 the Account Agreement permitted APSN Fees and the arbitration defense that Defendant claims
4 applies to all Accountholders in the Settlement Class.

5 7. Each of these risks, by itself, could have impeded the successful prosecution of these
6 claims at trial and in an eventual additional appeal—resulting in zero benefit to the Settlement Class.
7 Plaintiff's \$5,000,000.00 recovery is outstanding given the complexity of the litigation and the
8 significant barriers that would loom in the absence of settlement. Based on Plaintiff's expert data
9 analysis, the Settlement Class's most likely recoverable damages at trial would have been
10 approximately \$13.3 million. Each Settlement Class Member's maximum realistic recovery depends
11 on the number of APSN Fees assessed during the Class Period. For some, only one APSN Fee was
12 assessed. An expert is required to evaluate complicated account-level transaction data on the days
13 that Overdraft Fees were assessed and to identify which Debit Card Transactions were authorized
14 against a positive available balance, something the average Accountholder would not recognize
15 from her Account statements. The Settlement will afford Plaintiff and the Settlement Class a
16 recovery of approximately 37% of their most probable damages, without further risks attendant to
litigation. This is on par with other account fee class actions challenging APSN Fees.

17 8. The claims and defenses in this Action are complex, as is clear by the record and
18 Class Counsel's efforts in other financial institution fee cases that have been hard fought for years.
19 For instance, at the time it was filed, the APSN liability theory had not been extensively litigated or
20 tried. Indeed, this case was filed before the Second Circuit issued its opinion in *Roberts v. Capital*
21 *One, N.A.* (2d Cir. 2017) 719 Fed.Appx. 33, which reversed the district court's decision dismissing
22 the plaintiff's APSN claim. Further, in order to defeat Defendant's arbitration bid, Class Counsel
23 crafted novel, complex, and creative arguments that *McGill v. Citibank, N.A.* (2017) 2 Cal. 5th 945
24 rendered the entire arbitration agreement unenforceable on account of the "poison pill" provision in
25 the contract. This argument was untested at the appellate level when Plaintiff first briefed it. More
26 broadly, Defendant's arbitration defense raised difficult questions of contractual interpretation and
27 California law at several stages of the litigation. This is in addition to all of the expected complexities
28 of a class action involving the intersection of financial regulation laws and contract law.

9. Class Counsel entered into a fee sharing arrangement among their firms that is intended in part to reflect each firm's relative contribution to the investigation, development, litigation, and settlement of this class action lawsuit. Specifically, as already disclosed to the Court in conjunction with the Motion for Preliminary Approval, under the Joint Prosecution Agreement among the firms, which Plaintiff approved, the McCune Law Group and The Kick Law Firm, APC will collectively receive 25% of the total attorneys' fees or their relative lodestar, whichever is greater; Tycko and Zavareei LLP and Kopelowitz Ostrow P.A. will each receive 40% of the remainder of the attorneys' fees; and KalieGold PLLC would receive the final 20% of the remaining attorneys' fees. This fee division was entered into via written agreement to which Plaintiff has consented in writing, and the total fee has not increased solely by reason of this agreement, as required by California Rule of Professional Conduct 1.5.1.

10. Tycko and Zavareei LLP undertook this case on a contingent basis, with the understanding that the firm would not be compensated for its efforts unless the case was successful. The time spent on this matter has required considerable work that could have, and would have, been spent on other fee generating matters. Our firm has not been paid for its work on this case and, throughout the litigation, we faced significant risk that we would never be paid.

Background and Procedural History

11. This Action seeking classwide relief for the assessment of APSN Fees has been litigated for over 6 years.

12. Plaintiff filed her initial Complaint on October 19, 2017. She submitted her First Amended Complaint on March 7, 2019. Plaintiff's First Amended Class Action Complaint alleges putative class claims that Defendant improperly charged Overdraft Fees on Debit Card Transactions that authorized against a positive balance but settled against a negative balance due to intervening charges. These challenged fees are also referred to as "authorize positive settle negative" or APSN Fees. She alleges claims of breach of contract including the covenant of good faith and fair dealing and violations of California consumer protection laws. Plaintiff sought relief including damages and/or restitution for all APSN Fees; an injunction against Defendant barring it from continuing to misrepresent its Overdraft Fee policies in its publicly available account documents, continuing to

1 charge Overdraft Fees on transactions that do not actually overdraw accounts, and conducting
2 business via the complained-of unlawful and unfair business practices; pre-judgment interest;
3 attorney's fees and costs.

4 13. On March 2, 2018, Defendant filed a Motion to Compel Arbitration claiming the
5 Account Agreement mandated individual arbitration of Plaintiff's claims. Arbitration-related
6 discovery occurred with the production of several Account Agreements, fee schedules, change of
7 terms notices, and policy documents. Plaintiff took Defendant's deposition regarding arbitration
8 issues.

9 14. On May 30, 2018, following a hearing, the Court ruled the Account Agreement
10 delegated authority to determine the enforceability of the arbitration provision to the arbitrator.

11 15. On October 16, 2018, the Honorable Candace Cooper was appointed as the
12 Arbitrator.

13 16. On March 7, 2019, Plaintiff submitted her Amended Demand for Arbitration in the
14 Arbitration, attaching her First Amended Class Action Complaint, and her Motion to Declare
15 Arbitration Agreement Unenforceable.

16 17. On May 21, 2019, Arbitrator Cooper heard that motion, the parties submitted
17 supplemental authority, and on August 19, 2019, she denied it.

18 18. However, on September 4, 2019, during a status conference, Plaintiff sought
19 permission to file a supplemental brief on the "poison pill" issue raised in her motion. With approval,
20 both Parties submitted supplemental briefing.

21 19. On December 15, 2019, Arbitrator Cooper issued her Supplemental Order re
22 Arbitrability, ruling that because the waiver of public injunctive relief in the arbitration provision
23 was unenforceable, the "poison pill" provision rendered the entire arbitration provision null and
24 void. Arbitrator Cooper thus rescinded portions of her prior order and dismissed the arbitration. The
25 Action then moved back to this Court.

26 20. On March 24, 2020, Defendant filed a Motion to Vacate the Arbitration Award,
27 which the Court denied on July 27, 2020. The Court lifted the stay of the proceedings and ordered
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1 Plaintiff's First Amended Complaint be filed and served, which Plaintiff filed and served on July
2 28, 2020.

3 21. On September 14, 2020, Defendant filed its Answer to the First Amended Complaint,
4 which included a general denial of the allegations and affirmative defenses.

5 22. Defendant notified Plaintiff of its intent to move to reassign the case to a judicial
6 referee under Civil Code § 638, which Plaintiff opposed. The Parties submitted briefing on
7 Defendant's Motion to Compel Judicial Reference. On February 4, 2021, the Court issued its
8 tentative ruling granting that motion, which became the Order of the Court on February 8, 2021.

9 23. On April 13, 2021, the Joint Status Report indicated agreement to proceed in judicial
10 reference before the Honorable Rita "Sunny" Miller (Ret.), who was appointed on April 21, 2021.

11 24. The possibility of settlement was raised but settlement talks did not progress. On
12 November 18, 2021, the Parties submitted a Joint Status Report asking to move forward with the
13 judicial reference proceedings. Plaintiff served interrogatories and document requests to which
14 Defendant responded.

15 25. On January 25, 2022, Defendant filed a Motion for Judgment on the Pleadings,
16 arguing the Account Agreement permitted the challenged fee practice.

17 26. On February 14, 2022, the Parties filed a stipulation to stay the case pending
18 mediation, which Judicial Referee Miller granted on March 21, 2022.

19 27. In addition to arbitration-related discovery resulting in production of all relevant
20 Account agreements that allowed them to evaluate changes Defendant made to its contract promises
21 regarding its overdraft fee practices and/or policies, the Parties engaged in informal discovery
22 regarding an estimate of the aggregate relevant APSN Fees assessed during the Class Period, as well
23 as analyzed and estimated the most probable calculation of damages recoverable by Plaintiff and
24 the Settlement Class.

25 28. Following a full-day mediation on April 22, 2022, with mediator Robert Meyer, Esq.
26 of JAMS, the Parties reached an agreement in principle to settle, with the material terms
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1 memorialized in a May 4, 2022 Term Sheet. The Parties then turned to drafting the Agreement,
2 which they negotiated.

3 29. The Parties' May 5, 2022 Joint Status Report confirmed the agreement in principle
4 and requested the Court continue the stay all deadlines.

5 30. To gather full Account-level transaction data sufficient for Plaintiff's expert to
6 determine membership in the Settlement Class, the Court on multiple occasions extended the
7 deadline to file this Motion.

8 31. The Parties signed the Agreement effective January 25, 2023.

9 **Class Counsel's Investigation**

10 32. Class Counsel have been involved in other litigation involving numerous financial
11 institution fees—primarily Overdraft Fees and non-sufficient funds fees—against major U.S. banks
12 and credit unions for over a decade.

13 33. Class Counsel is particularly experienced in the litigation, certification, trial, and
14 settlement of nationwide class action cases. In negotiating this Settlement, Class Counsel had the
15 benefit of years of experience litigating against banks and credit unions and, including many cases
16 involving APSN Fees, other Overdraft Fees, and other bank fees.

17 34. Before filing suit in this case, Class Counsel spent many hours investigating the
18 claims to gather information about Defendant's conduct and its impact on consumers. This
19 information was essential to Class Counsel's ability to understand the nature of Defendant's
20 conduct, the language of the Account Agreements at issue, and potential remedies.

21 35. Class Counsel also expended significant resources researching and developing the
22 legal claims at issue. Class Counsel is familiar with the claims as they have litigated and resolved
23 several similar cases with similar factual and legal issues. Class Counsel has experience in
24 understanding the damages at issue, what information is critical in determining class membership,
25 and what data is necessary to calculate each Settlement Class Member's respective damages.

26 36. Class Counsel conducted a thorough investigation and analysis of Plaintiff's claims
27 via formal and informal discovery and engaged in analysis of the fundamental legal issues of the
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1 enforceability of the arbitration provision and whether the APSN Fees were improper and unlawful.
2 Class Counsel persisted in Plaintiff's successful challenge to the enforceability of the arbitration
3 provision, allowing this case to proceed as a class action and ultimately the Settlement.

4 37. Class Counsel also engaged in data analysis with the assistance of Plaintiff's expert.
5 Arthur Olsen of Cassis Technology, a preeminent expert in evaluating and analyzing bank data
6 necessary to identify APSN Fees, was retained.

7 38. Class Counsel spent a significant amount of time analyzing data regarding
8 Defendant's fee revenue related to the assessment of APSN Fees, with Mr. Olsen's assistance. Prior
9 to mediation, Defendant supplied information concerning its estimate of most probable damages
10 and provided aggregate Overdraft Fee information for the relevant time period from which
11 Plaintiff's counsel have been able to work with the Mr. Olsen to scrutinize Defendant's estimate.
12 Class Counsel and Plaintiff's expert used this data to analyze the damages at issue for mediation.

13 39. After the Term Sheet was signed, Mr. Olsen spoke with Defendant's representatives
14 to confirm availability of necessary data for a classwide analysis. Mr. Olsen has completed the
15 necessary work to identify the APSN Fees assessed to Accountholders in the Settlement Class,
16 allowing the Parties to deliver a class list to the Settlement Administrator for the Notice Program
17 and ultimate distribution of the Net Settlement Fund.

18 40. Class Counsel's review of documents and data enabled them to gain an
19 understanding of the law and evidence related to central questions in the case and prepared them for
20 well-informed settlement negotiations. Class Counsel was also well-positioned to evaluate the
21 Plaintiff's claims, and the appropriate basis upon which to settle them, as a result of their litigating
22 similar claims in courts across the country.

23 41. On April 22, 2022, when the Parties mediated, Class Counsel had prepared a detailed
24 mediation statement for Mr. Meyer. Class Counsel entered the mediation fully informed of the
25 merits of Settlement Class members' claims and negotiated the proposed Settlement while zealously
26 advancing the position of Plaintiff and Settlement Class members and being fully prepared to
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1 continue to litigate rather than accept a settlement that was not in Plaintiff's and the Settlement
2 Class's best interests.

3 42. Mr. Meyer actively supervised and participated in the settlement discussions,
4 presiding over arms-length negotiations between capable and experienced class action counsel on
5 both sides.

6 43. The Parties did not discuss attorneys' fees or any Incentive Award until after agreeing
7 on the material terms of the Settlement, including the Settlement Class definition, Notice, Settlement
8 Class benefits, and the Releases.

9 44. I am informed by the Settlement Administrator, Kroll, that to date, there have been
10 no objections to the Settlement or attorneys' fee request and no class members have filed requests
11 to be excluded.

12 45. Class Counsel has agreed not to apply for attorneys' fees of more than one-third of
13 the Settlement. Here, the Settlement is comprised of \$5,000,000.00. Accordingly, Class Counsel's
14 total overall fee request amounts to \$1,666,500.00.

15 46. The attorneys at my firm who worked on this matter have decades of experience in
16 complex litigation and serving as class counsel. An earlier copy of the Tycko & Zavareei Firm
17 Résumé was previously attached to Plaintiffs' Motion for Preliminary Approval. An updated copy
18 of the Tycko & Zavareei Firm Résumé is attached here as **Exhibit 1**, which details the firm's
19 relevant experience as of the date of this filing and includes descriptions of each Tycko & Zavareei
20 attorney currently working at the firm who spent substantial time on this case.

21 47. Given the complexities and highly technical nature of this case, many Tycko &
22 Zavareei attorneys who worked on this case were forced to forego other work over the past several
23 years that this case has been pending.

24 48. Tycko & Zavareei LLP has devoted significant time and resources to this case on
25 behalf of Plaintiff and the putative Class Members. Since the early stages of this litigation, Tycko
26 & Zavareei LLP has worked closely with co-counsel on all of the phases of litigation, including in
27 motions practice, appearing before the Court, discovery, document review, deposition, working with
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1 experts, settlement negotiations, and overseeing notice and settlement administration. Tycko &
2 Zavareei LLP assigned a core team of its attorneys to oversee and devote substantial time and
3 resources to this litigation, which I led.

4 49. Tycko and Zavareei LLP has spent a total of **563.70** hours to date on this litigation,
5 totaling **\$468,798.10** in fees.

6 50. To date, I have worked **257.9** hours on this case, and my regular rate per the Adjusted
7 Laffey Rate is \$1,057.00 per hour. I am a partner at Tycko & Zavareei LLP. I was first admitted to
8 practice law in 2004 in Illinois (Bar No. 6282969) and was also admitted in Washington, D.C. in
9 2007 (Bar No. 502607) and Maryland in 2013 (Registration No. 201306100006). I am a graduate
10 of University of Michigan Law School (J.D., 2004) and University of Michigan Business School
11 (B.B.A., 2001). I have been in private practice at Tycko & Zavareei LLP since 2006, and the great
12 majority of my practice has involved litigation on behalf of consumers, representing individuals and
13 classes injured by predatory banking practices, unlawful insurance practices, violations of the
14 Telephone Consumer Protection Act, and other unfair and deceptive business practices. Over the
15 past nearly eighteen years, I have gained substantial experience handling complex civil litigation
16 and class action litigation. With co-counsel, I have taken two cases to trial, including jury trials that
17 have lasted several months.

18 51. In my class action practice, I have successfully defended dispositive motions,
19 navigated complex discovery, worked closely with leading experts, and obtained contested class
20 certification. My class action cases have involved, amongst other things, unlawful bank fees, product
21 defects, violations of the Telephone Consumer Protection Act, and deceptive advertising and sales
22 practices. Prior to joining Tycko & Zavareei LLP, I was a Skadden fellow. The Skadden Fellowship
23 Foundation was created by Skadden, Arps, Slate, Meagher & Flom LLP, one of the nation's top law
24 firms, to support the work of new attorneys at public interest organizations around the country.
25 I have been named Class Counsel or Settlement Class Counsel in class actions including *Jacobs*
26 *v. FirstMerit Corporation, et. al.*, No. 11 CV000090 (Ct. Common Pleas, Lake County, Ohio);
27 *Maria Vergara v. Uber Technologies, Inc.*, No. 1:15-CV-06942 (N.D. Ill.); *Szafarz v. United*

1 *Parcel Service, Inc.*, No. SUCV2016-2094-BLS2 (Superior Court, Commonwealth of
2 Massachusetts); *Jenna Lloyd, et al. v. Navy Federal Credit Union*, Case No. 3:17-cv-01280 (S.D.
3 Cal.); *Harris v. Farmers Insurance*, No. BC579498 (Super. Ct. State of CA); *Lambert v. Navy*
4 *Fed. Credit Union*, No. 19-cv-00103-LO-MSN (E.D. Va.); *Smith v. Fifth Third Bank*, No. 1:18-
5 cv-464-DRC-SKB (S.D. Ohio); *Hamm, et al. v. Sharp Electronics Corp.*, No. 5:19-cv-00488-
6 JSM-PRK (M.D. Fla); *Clark v. Hills Bank & Tr. Co.*, No. LACV080753 (Iowa Dist. for Johnson
7 Cty.); *Roy v. ESL Federal Credit Union*, No. 6:19-cv-06122-FPG-MJP (W.D.N.Y.); *Glass et al.*
8 *v. Delta Community Credit Union*, No. 2019CV317322 (Super. Ct. of Fulton Cty., GA); *Marino,*
9 *et al. v. Coach, Inc.* No. 1:16-cv-01122-VEC (S.D.N.Y.); *Webb, et al. v. The City of Maplewood,*
10 *Missouri*, No. 4:16-CV-1703-CDP (E.D.Mo.); *Clark v. Hills Bank and Trust Company*, No.
11 LACV080753 (Iowa District Court for Johnson County, Iowa). The *Jacobs* litigation resulted in
12 a \$15,975,000 settlement that has received final approval. The litigation against Uber
13 Technologies, Inc. resulted in a \$20 million settlement that has been finally approved. The
14 litigation against UPS resulted in a \$995,000 settlement that received final approval. The *Lloyd*
15 litigation resulted in a \$24.5 million settlement that received final approval. The *Harris* litigation
16 resulted in a \$15 million settlement that received final approval. The *Lambert* litigation resulted
17 in a \$16 million settlement that received final approval. The *Hamm* litigation resulted in a class
18 settlement valued at up to \$114 million by Plaintiffs' expert. The *Roy* litigation resulted in a \$1.7
19 million class settlement that received final approval. The *Glass* litigation resulted in a class
20 settlement valued at \$2,825,502 that received final approval. The *Marino* litigation resulted in a
21 class settlement including, *inter alia*, over \$4.5 million of direct relief that received final approval.
22 The *Webb* litigation resulted in a \$3.25 class settlement that received final approval. The *Clark*
23 litigation resulted in a \$740,000 class settlement that received final approval. I currently serve as
24 Chair of the Plaintiffs' Executive Committee in two large MDLs against some of the world's
25 largest technology companies—Apple, Inc. and Google LLC—as well as a similar consolidated
26 action against Facebook (now Meta, Inc.). *See In re Apple Inc. App Store Simulated Casino-Style*
27 *Games Litigation*, No. 5:21-md-2985 (N.D. Cal.); *In re Google Play Store Simulated Casino-Style*

1 *Games Litigation*, No. 5:21-md-3001 (N.D. Cal.); *In re Facebook Simulated Casino-Style Games*
2 *Litigation*, No. 5:21-cv-2777 (N.D. Cal.). I also currently serve as a member of the Plaintiffs'
3 Leadership Committee (Co-Chairperson of Plaintiff Vetting and Discovery) in a very large data
4 breach MDL involving over one hundred defendants currently pending in the District of
5 Massachusetts. *See In re MOVEit Customer Data Security Breach Litigation*, Case No. 1:23-md-
6 03083 (D. Mass.).

7 52. Another former Tycko & Zavareei attorney who worked on this case is Andrew
8 Silver. Mr. Silver worked a total of **111.20** hours on this case, and his Adjusted Laffey rate is
9 \$878.00 per hour. Mr. Silver worked at the firm as a Public Interest Fellow and then as an Associate.
10 While at the firm, Mr. Silver worked on many consumer class actions, including banking litigation
11 and products liability and food mislabeling matters. Andrew worked alongside the firm's partners
12 and associates on significant substantive litigation projects, including taking depositions, motion
13 practice, and written discovery. Andrew graduated from Tufts University in 2007 and graduated
14 from Boston College Law School in 2012.

15 53. Another attorney who worked on this case is Annick Persinger. Ms. Persinger
16 worked a total of **18.70** hours on this case, and her regular rate, the Adjusted Laffey rate, is \$878.00
17 per hour. Ms. Persinger leads Tycko & Zavareei LLP's California office as California's Managing
18 Partner. While at Tycko & Zavareei LLP, Ms. Persinger has dedicated her practice to utilizing
19 California's prohibitions against unfair competition and false advertising to advocate for consumers.
20 Ms. Persinger has taken on financial institutions, companies that take advantage of consumers with
21 deceptive advertising, tech companies that disregard user privacy, companies that sell defective
22 products, and mortgage loan servicers. Ms. Persinger also represents whistleblowers who expose
23 their employer's fraudulent practices. Ms. Persinger graduated *magna cum laude* as a member of
24 the Order of the Coif from the University of California, Hastings College of the Law in 2010. In
25 2007, Ms. Persinger graduated *cum laude* from the University of California, San Diego with a B.A.
26 in Sociology, and minors in Law & Society and Psychology.

27 54. Another attorney who worked on this case is Katherine Aizpuru. Ms. Aizpuru was
28

1 an Associate at Tycko & Zavareei LLP from 2017 to 2021. She worked a total of **49.70** hours on
2 this case, and her Adjusted Laffey rate is \$777.00 per hour. During her employment at the firm,
3 Ms. Aizpuru represented consumers and *qui tam* relators in trial court and appellate litigation in
4 diverse areas, including junk fees, overdraft and NSF fee practices, mortgage servicing, false
5 advertising, breach of warranty, and invasion of privacy. Prior to her employment at Tycko &
6 Zavareei LLP, she was a law clerk to the Honorable Theodore T. Chuang of the United States
7 District Court for the District of Maryland and a litigation associate at Morgan Lewis. She is a 2014
8 graduate of Harvard Law School and a 2010 graduate of Swarthmore College.

9 55. Hassan A. Zavareei is the founder and a Partner at Tycko & Zavareei and manages
10 the firm's class action practice. Mr. Zavareei is a graduate of the University of California, Berkeley
11 School of Law (J.D., 1995). Mr. Zavareei has devoted the last two decades to recovering hundreds
12 of millions of dollars on behalf of consumers and workers. He has served in leadership roles in
13 dozens of class action cases and has been appointed Class Counsel on behalf of numerous litigation
14 and settlement classes. An accomplished and experienced attorney, Mr. Zavareei has litigated in
15 state and federal courts across the nation in a wide range of practice areas; tried several cases to
16 verdict; and argued numerous appeals, including in the United States Supreme Court. Before
17 founding Tycko & Zavareei in 2002, Mr. Zavareei worked in the D.C. office of Gibson, Dunn &
18 Crutcher LLP. Mr. Zavareei worked a total of **4.90** hours on this case, and his regular rate, the
19 Adjusted Laffey rate, is \$1,057.00 per hour.

20 56. Another former Tycko & Zavareei LLP attorney who worked on this case is Lauren
21 Kuhlik. Ms. Kuhlik worked a total of **31.30** hours on this case, and her Adjusted Laffey rate is
22 \$538.00 per hour. While an Associate at Tycko & Zavareei LLP, Ms. Kuhlik worked on multiple
23 complex cases including many putative class actions as well as *qui tam* whistleblower matters. Prior
24 to working at Tycko & Zavareei LLP as an Associate from 2021 to 2024, Lauren Kuhlik was a
25 fellow at the National Prison Project of the American Civil Liberties Union, where she engaged in
26 litigation and other advocacy to stop unconstitutional and illegal practices by prison and jail
27 administrators and ICE. Ms. Kuhlik graduated *cum laude* from Harvard Law School in 2017. She

1 also received a Masters in Public Health from the Harvard T.H. Chan School of Public Health in
2 2017. Following law school, Ms. Kuhlik clerked for the Honorable Stephen Glickman of the District
3 of Columbia Court of Appeals.

4 57. The case was staffed by several paralegals, including Chloe Noh, Connor Rowe,
5 Collin Hoover, Linda Zhu, and Nathan Laporte. The paralegal rate under Adjusted Laffey is \$239.00
6 per hour. Ms. Noh worked a total of **10.10** hours on this case. Mr. Rowe worked a total of **16.20**
7 hours on this case. Mr. Hoover worked a total of **34.60** hours on this case. Ms. Zhu worked a total
8 of **7.70** hours on this case. Finally, Mr. Laporte worked a total of **21.40** hours on this case.

9 58. Courts in California and throughout the country have previously approved Tycko &
10 Zavareei's billing rates based on the Adjusted Laffey Matrix and requested attorneys' fees. *E.g.*,
11 *Simmons et al. v. Apple, Inc.*, No. 17-cv-312251 (Cal. Cir. Ct. Jan 22, 2021); *In re GEICO Gen. Ins.*
12 *Co.*, No. 19-CV-03768-HSG, 2023 WL 2530931, at *9 (N.D. Cal. Mar. 15, 2023) ("These billing
13 rates are in line with prevailing rates in this district for personnel of comparable experience, skill,
14 and reputation."); *Kumar v. Salov North America Corp.*, No. 14-CV-2411-YGR, 2017 WL 2902898,
15 at *7 (N.D. Cal. July 7, 2017) ("The Court finds that the hours claimed were reasonably incurred
16 and that the rates charged are reasonable and commensurate with those charged by attorneys with
17 similar experience in the market"); *Chinitz v. Intero Real Estate Servs.*, No. 18-cv-05623-BLF, 2022
18 WL 16528137, at *7 (N.D. Cal. Oct. 28, 2022) ("The hourly rates charged by Class Counsel have
19 been approved by multiple courts in California as well as New York and Washington, D.C., which
20 is where Class Counsel are located."); *see also Customs Fraud Investigations, LLC v. Victaulic Co.*,
21 No. 13-2983, 2019 WL 4280494, at *8 (E.D. Pa. Sept. 9, 2019) (approving Tycko & Zavareei's
22 hourly rates as "reasonable"); *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 575-76 (E.D. Va.
23 2016) (finding Class Counsel's rates "within the range of reasonable rates"); *Meta v. Target Corp.*,
24 No. 14-cv-0832, Dkt. 179 (N.D. Ohio Aug. 7, 2018); *Beck v. Test Masters Educ. Servs., Inc.*, 73 F.
25 Supp. 3d 12, 18 (D.D.C. 2014); *Roberts v. Capital One Fin. Corp.*, 1:16-cv-04841, Dkt. 199
26 (S.D.N.Y. Dec. 2, 2020); *Smith v. Fifth Third Bank*, No. 1:18-cv-464-DRC-SKBm 2021 WL
27 11713313 (S.D. Ohio Aug. 31, 2021); *Jette v. Bank of Am., N.A.*, No. 2:20-cv-6791-LDW, DKt. 45

(D.N.J. Nov. 17, 2021); *Morris v. Bank of Am., N.A.*, No. 3:18-cv-00157-RJC-DSC, Dkt. 93 (W.D.N.C. Jan. 24, 2022)

59. The following is the summary listing of each employee for whom Tycko & Zavareei LLP is seeking compensation for legal services in connection with this litigation, the hours each individual worked on the case, and the lodestar based on the timekeepers' current hourly rate:

Timekeeper	Position	Hours	Rate	Lodestar
Andrea R. Gold	Partner	257.9	\$1,057.00	\$272,600.30
Andrew Silver	Attorney Fellow/Associate	111.20	\$878.00	\$97,633.60
Annick Persinger	Partner	18.70	\$878.00	\$16,418.60
Katherine Aizpuru	Associate	49.70	\$777.00	\$38,616.90
Hassan Zavareei	Partner	4.90	\$1,057.00	\$5,179.30
Lauren Kuhlik	Associate	31.30	\$538.00	\$16,839.40
Chloe Noh	Paralegal	10.10	\$239.00	\$2,413.90
Connor Rowe	Paralegal	16.20	\$239.00	\$3,871.80
Collin Hoover	Paralegal	34.60	\$239.00	\$8,269.40
Linda Zhu	Paralegal	7.70	\$239.00	\$1,840.30
Nathan Laporte	Paralegal	21.40	\$239.00	\$5,114.60
Total		563.70		\$468,798.10

60. A more detailed breakdown of Tycko & Zavareei LLP's lodestar in this matter is attached hereto as **Exhibit 2**. This does not include additional hours that I expect Tycko & Zavareei LLP will expend during the administration of the Settlement through final approval and the distribution of the Settlement Fund, which could amount to approximately 50 additional hours. Should the Court require submission of Tycko & Zavareei LLP's detailed time records documenting the time that it has spent on this case, we are prepared to submit them.

61. Tycko & Zavareei LLP's lodestar based on reasonable hours worked at the Adjusted Laffey rates, which are consistent with prevailing market rates, amounts to **\$468,798.10**. Accordingly, the lodestar multiplier here is approximately 1.06, which is well within the range of approval, and on the low end, of what is reasonable in this Circuit. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255).

62. Pursuant to the fee sharing arrangement among Class Counsel, McCune Law Group

1 and The Kick Law Firm, APC will collectively receive 25% of the total attorneys' fees or their
2 relative lodestar, whichever is greater; Tycko and Zavareei LLP and Kopelowitz Ostrow P.A. will
3 each receive 40% of the remainder of the attorneys' fees; and KalieGold PLLC will receive the
4 final 20% of the attorneys' fees. As indicated above, Tycko & Zavareei LLP's lodestar amounts to
5 **\$468,798.10**. Therefore, the firm would receive 40% of the remaining fee award after the 25%
6 allocated to McCune Law Group and The Kick Law Firm, APC, which is \$499,950.00, assuming
7 the full fee award is granted. The accompanying Motion argues the total fee awarded should be one-
8 third, pursuant to the percentage of recovery, and if the Court were to conduct a lodestar crosscheck
9 it should conduct such an analysis as to Class Counsel as a whole.

10 63. Class Counsel also seek reimbursement of the reasonable expenses incurred in the
11 prosecution of this action. The following is a breakdown of the expenses Tycko & Zavareei LLP
12 incurred to date, and for which it seeks reimbursement in this matter:

Type	Amount
Deposition and Transcript Expenses	\$1,529.81
Expert Expenses	\$21,700.00
Court Filing Expenses	\$13,332.43
Shipping, Delivery and Overnight Expenses	\$441.60
Mediation Related Expenses	\$2,642.50
Travel Expenses	\$1,750.53
Total	\$41,396.87

18 64. The foregoing expenses were incurred solely in connection with this litigation and
19 are reflected in Tycko & Zavareei LLP's books and records as maintained in the ordinary course of
20 business. The claimed expenses were incurred to initiate the action, to allow experienced bank fee
21 class action litigators to appear *pro hac vice*; to retain the services of a preeminent mediator that has
22 assisted the parties successfully settling the case; to retain a well-qualified banking data expert to
23 prepare for litigation and mediation; and to retain court reporters and videographers for depositions.
24 Through May 10, 2024, those expenses have amounted to **\$41,396.87**. Class Counsel has agreed to
25 cap costs at \$60,458.10. (MPA Order). Because the costs and expenses are small relative to the
26 common fund amount, and are facially reasonable and necessary, the Court should award the
27 requested \$60,458.10 overall for all firms in costs and expenses. Moreover, if final costs are lower
28 than \$60,458.10 overall, any remaining funds will remain in the settlement fund for distribution to

1 the Class Members.

2 65. The above expense numbers do not include significant internal and other costs that
3 Class Counsel have incurred, but for which Class Counsel do not seek reimbursement, including
4 costs for scanning and printing, telephone expenses and legal research program subscription
5 expenses.

6 66. In my opinion, the proposed class representative, Maureen Harrold, was highly
7 important to the success of this case. Ms. Harrold provided essential information for the prosecution
8 of this action, made herself available for multiple phone calls at all stages of the litigation, reviewed
9 the complaint and first amended complaint before each was filed, gathered and provided pertinent
10 documents, and participated in discussions with Class Counsel regarding the settlement and
11 reviewed and approved the settlement documents. She spent approximately 75 hours helping Class
12 Counsel prosecute this case over the course of six years with no guarantee of any success or
13 recovery. A full recitation of Ms. Harrold's important, pro-active, and substantial role in this case is
14 documented in her declaration filed concurrently with this motion.

15 67. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

16 I declare under penalty of perjury pursuant to the laws of the State of California that the
17 foregoing is true and correct.

18
19 Executed this 8th day of May 2024, at Kensington, Maryland.

20 /s/ Andrea R. Gold
21 Andrea R. Gold
22
23
24
25
26
27
28

EXHIBIT 1

Firm Resume

Jonathan Tycko and Hassan Zavareei founded Tycko & Zavareei LLP in 2002 when they left a large national firm to form a private public interest law firm. Since then, a wide range of clients have trusted the firm with their most difficult problems. Those clients include individuals fighting for their rights, tenants' associations battling to preserve decent and affordable housing, consumers seeking redress for unfair business practices, whistleblowers exposing fraud and corruption, and non-profit entities and businesses facing difficult litigation.

The firm's practice focuses on complex litigation, with a particular emphasis on consumer and other types of class actions, and *qui tam* and False Claims Act litigation. In its class action practice, the firm represent consumers who have been victims of corporate wrongdoing. The firm's attorneys bring a unique perspective to such litigation because many of them trained at major national defense firms where they obtained experience representing corporate defendants in such cases. This unique perspective enables the firm to anticipate and successfully counter the strategies commonly employed by corporate counsel defending class action litigation. Tycko & Zavareei LLP's attorneys have successfully obtained class certification, been appointed class counsel, and obtained approval of class action settlements with common funds totaling over \$500 million.

Tycko & Zavareei LLP's twenty-four attorneys graduated from some of the nation's finest law schools, including Harvard Law School, Columbia Law School, Duke University School of Law, UC Berkeley School of Law, UC Hastings College of the Law, Georgetown Law, the University of Michigan Law School, and the University of Miami School of Law. They have served in prestigious clerkships for federal and state trial and appellate judges and have worked for low-income clients through competitive public interest fellowships. The firm's diversity makes it a leader amongst its peers, and the firm actively and successfully recruits attorneys who are women, people of color, and LGBTQ. To support its mission of litigating in the public interest, Tycko & Zavareei LLP offers a unique public interest fellowship for recent law graduates. Tycko & Zavareei LLP's attorneys practice in state and federal courts across the nation.

Representative Cases

***Vergara v. Uber Technologies, Inc.*, No. 1:15-cv-06972 (N.D. Ill.).** Tycko & Zavareei LLP served as Co-Lead Counsel in this case under the Telephone Consumer Protection Act, in which he obtained a class settlement of \$20 million.

***In re Fifth Third Early Access Cash Advance Litigation*, No. 1:12-cv-00851 (S.D. Ohio).** Tycko & Zavareei LLP was appointed Co-Lead Counsel in these consolidated payday lending cases, which are in discovery after a successful appeal before the Sixth Circuit.

***Farrell v. Bank of America, N.A.*, No. 16-cv-000492 (S.D. Cal.).** As Co-Lead Counsel, Tycko & Zavareei LLP obtained a settlement valued at \$66.6 million plus injunctive relief valued at \$1.2 billion.

***In re TD Bank, N.A. Debit Card Overdraft Fee Litigation*, No. 15-mn-02613 (D.S.C.).** Tycko & Zavareei LLP serves on the Plaintiffs Executive Committee in this case challenging TD Bank's overdraft fee practices. Tycko & Zavareei LLP assisted in obtaining a \$70 million class settlement.

***In re Higher One Account Marketing & Sales Practices Litigation*, No. 12-md-02407 (D. Conn.).** As Lead Counsel, Tycko & Zavareei LLP helped secure a \$15 million common fund settlement with significant changes to business practices for illegal debit card fees.

***Duval v. Citizens Financial Group, Inc.*, No. 10-cv-21080 (S.D. Fla.).** Tycko & Zavareei LLP was appointed Class Counsel and obtained a common fund settlement of \$137.5 million.

***In re American Psychological Association Assessment Fee Litigation*, No. 10-cv-01780 (D.D.C.).** Tycko & Zavareei LLP served as Co-Lead Counsel in this case challenging the APA's deceptive fee practices, and achieved a \$9.02 million common fund settlement for the class.

***Lloyd v. Navy Federal Credit Union*, No. 17-cv-1280 (S.D. Cal.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped secure a \$24.5 million common fund settlement on behalf of a class of NFCU customers harmed by the credit union's overdraft fee practices.

***Morgan v. Apple, Inc.*, No. 17-cv-5277 (N.D. Cal.), *Simmons v. Apple Inc.*, No. 17CV312251 (Sup. Ct. Ca., Santa Clara Cty.).** Tycko & Zavareei LLP is currently serving as Lead Counsel in this class action challenging Apple's deceptive marketing of Powerbeats headphones and secured a \$9.75 million settlement for the class, which is pending preliminary approval.

***Wallace v. Wells Fargo Bank, N.A.*, No. 17CV31775 (Sup. Ct. Ca., Santa Clara Cty.).** Tycko & Zavareei LLP serve as Co-Lead Counsel in this case against Wells Fargo's overdraft fee practices. Tycko & Zavareei LLP recently moved for preliminary approval of a \$10.5 million common fund class settlement.

***Roberts v. Capital One Financial Corporation*, No. 16-cv-04841 (S.D.N.Y.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped secure a \$17 million settlement on behalf of Capital One customers forced to pay excessive overdraft fees.

***Hawkins v. First Tennessee Bank, N.A.*, No. CT-0040851-11 (Cir. Ct. Shelby Cty. Tenn.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped obtain a class settlement of \$16.75 million on behalf of bank customers harmed by First Tennessee's predatory overdraft fees.

***Mascaro v. TD Bank, N.A.*, No. 10-cv-21117 (S.D. Fla.).** Tycko & Zavareei LLP was appointed Class Counsel and was instrumental in obtaining a \$62 million common fund on behalf of the class.

***Trombley v. National City Bank*, No. 10-cv-00232 (D.D.C.).** Tycko & Zavareei LLP served as Lead Counsel and obtained a \$12 million common fund settlement on behalf of a class of consumers.

***Taulava v. Bank of Hawaii*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.).** As Co-Lead Counsel, Tycko & Zavareei LLP obtained a \$9 million common fund for a class of customers who were harmed by Bank of Hawaii's overdraft fee practices.

***Bodnar v. Bank of America, N.A.*, No. 14-cv-3224 (E.D. Pa.).** Tycko & Zavareei LLP served as lead Counsel and obtained a \$27.5 million class settlement and significant injunctive relief.

***Lambert v. Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.).** Tycko & Zavareei LLP was appointed Class Counsel and helped secure a \$16 million settlement on behalf of members of Navy Federal Credit Union who were harmed by the credit union's practice of assessing a second or third NSF Fee upon re-presentment of debit items or checks.

***Hamm v. Sharp Electronics Corp.*, No. 19-cv-488 (M.D. Fla.).** Tycko & Zavareei LLP was appointed Co-Lead Counsel and was instrumental in providing relief valued at \$109 million for class members exposed to a product defect in certain Sharp Microwave Drawer Ovens.

***Gibbs v. TCV V, LP & Gibbs v. Rees*, Nos. 19-cv-789 & 20-cv-717 (E.D. Va.).** Tycko & Zavareei LLP was named class counsel in one of, if not, the largest unlawful tribal payday lending schemes. Thus far, class counsel has been able to obtain a settlement fund over \$60 million as well as the cancellation of \$380 million in loans.

Our Diversity

Tycko & Zavareei LLP is committed to fostering an equitable, diverse, and inclusive work environment. We believe that a diverse team significantly improves our work product and ability to innovate, enhances our ability to serve our clients, and strengthens our ability to attract talented individuals. We strive to maintain a culture that celebrates the strengths of every team member. The firm engages in ongoing efforts to foster a culture of mutual respect and attract, retain, and promote outstanding lawyers and staff from all backgrounds, perspectives, and abilities.

Our team was honored with the 2022 Diversity Initiative Award from The National Law Journal's Elite Trial Lawyers recognition program.

Tycko & Zavareei LLP's Firm Breakdown:

Attorneys

- **68%** of attorneys identify as women
- **78%** of partners identify as women
- **36%** of attorneys identify as persons of color
- **32%** of attorneys identify as LGBTQIA+

Attorneys and Staff

- **73%** identify as women
- **30%** identify as persons of color
- **36%** identify as LGBTQIA+

Hassan A. Zavareei

Partner

202.973.0900

hzavareei@tzlegal.com

Mr. Zavareei has devoted the last two decades to recovering hundreds of millions of dollars on behalf of consumers and workers. He has served in leadership roles in dozens of class action cases and has been appointed Class Counsel on behalf of numerous litigation and settlement classes. An accomplished and experienced attorney, Mr. Zavareei has litigated in state and federal courts across the nation in a wide range of practice areas; tried several cases to verdict; and successfully argued numerous appeals, including in the D.C. Circuit, the Fourth Circuit, and the Fifth Circuit. He also recently argued before the United States Supreme Court.

After graduating from UC Berkeley School of Law, Mr. Zavareei joined the Washington, D.C. office of Gibson, Dunn & Crutcher LLP. There, he managed the defense of a nationwide class action brought against a major insurance carrier, along with other complex civil matters. In 2002, Mr. Zavareei founded Tycko & Zavareei LLP with his partner Jonathan Tycko.

Mr. Zavareei has served as lead counsel or co-counsel in dozens of class actions involving deceptive business practices, defective products, and/or privacy. He has been appointed to leadership roles in multiple cases. As Lead Counsel in an MDL against a financial services company that provided predatory debit cards to college students, Mr. Zavareei spearheaded a fifteen-million-dollar recovery for class members. He is currently serving as Co-Lead Counsel in consolidated proceedings against Fifth Third Bank, and on the Plaintiffs' Executive Committee in MDL litigation against TD Bank.

As Co-Lead Counsel in *Farrell v. Bank of America*, a case challenging Bank of America's punitive overdraft fees, Mr. Zavareei secured a class settlement valued at \$66.6 million in cash and debt relief, together with injunctive relief forcing the bank to change a practice that will save millions of low-income consumers approximately \$1.2 billion in overdraft fees. In his Order granting final approval, Judge Lorenz of the U.S. District Court for the Southern District of California described the outcome as a "remarkable" accomplishment achieved through "tenacity and great skill."

Mr. Zavareei is a highly sought after speaker on class action litigation and has taught numerous CLE courses across the country.



Education

UC Berkeley School of Law, 1995,
Order of the Coif

Duke University, 1990, *cum laude*

Bar Admissions

California

District of Columbia

Maryland

Supreme Court of the United States

Leadership

Public Justice, Treasurer

NCLC, Partners Council

Awards

2023 Chambers USA, Band 1

2022 Law360 Titan of Plaintiffs' Bar

2021 Law360 Class Action MVP

Selected to 2012-2024 Washington,
D.C. Super Lawyers List

Presentations & Publications

Witness Before the Subcommittee on
the Constitution and Civil Justice,
115th Congress

Witness Before the Civil Rules
Advisory Committee, 2018, 2019

Editor, Duke Law School Center for
Judicial Studies, Guidance on New
Rule 23 Settlement Provisions

Andrea R. Gold

Partner

202.973.0900
agold@tzlegal.com

Andrea Gold has spent her legal career advocating for consumers, employees, and whistleblowers. Ms. Gold has litigated numerous complex cases, including through trial. Her extensive litigation experience benefits the firm's clients in both national class action cases as well as in qui tam whistleblower litigation.

She has served as trial counsel in two lengthy jury trials.

In her class action practice, Ms. Gold has successfully defended dispositive motions, navigated complex discovery, worked closely with leading experts, and obtained contested class certification. Her class action cases have involved, amongst other things, unlawful bank fees, product defects, violations of the Telephone Consumer Protection Act, and deceptive advertising and sales practices.

Ms. Gold also has significant civil rights experience. She has represented individuals and groups of employees in employment litigation, obtaining substantial recoveries for employees who have faced discrimination, harassment, and other wrongful conduct. In addition, Ms. Gold has appellate experience in both state and federal court.

Prior to joining Tycko & Zavareei LLP, Ms. Gold was a Skadden fellow. The Skadden Fellowship Foundation was created by Skadden, Arps, Slate, Meagher & Flom LLP, one of the nation's top law firms, to support the work of new attorneys at public interest organizations around the country.

Ms. Gold earned her law degree from the University of Michigan Law School, where she was an associate editor of the Journal of Law Reform, co-President of the Law Students for Reproductive Choice, and a student attorney at the Family Law Project clinical program. Ms. Gold graduated with high distinction from the University of Michigan Ross School of Business in 2001, concentrating her studies in Finance and Marketing.



Education

University of Michigan Law School,
2004

University of Michigan, Ross School
of Business, 2001

Bar Admissions

District of Columbia
Illinois
Maryland
Supreme Court of the United States

Memberships

American Association for Justice
National Associate of Consumer
Advocates
National Employment Lawyers
Association
Public Justice
Taxpayers Against Fraud Education
Fund

Awards

Selected to 2022, 2023, and 2024
Washington, D.C. Super Lawyers List
National Trial Lawyers, Top 100 Civil
Plaintiff Lawyers, 2020
Selected to 2013 & 2014 Washington,
D.C. Super Lawyers Rising Stars List
Skadden Fellow, Skadden Arps Slate
Meagher & Flom LLP, 2004-2006

Jonathan Tycko

Partner

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jtycko@tzlegal.com

In his 29 years of practice, Jonathan Tycko has represented a wide range of clients, including individuals, Fortune 500 companies, privately-held business, and non-profit associations, in both trial and appellate courts around the country. Although he continues to handle a variety of cases, his current practice is focused primarily on helping whistleblowers expose fraud and corruption through qui tam litigation under the False Claims Act and other similar whistleblower statutes. Mr. Tycko's whistleblower clients have brought to light hundreds of millions of dollars in fraud in cases involving healthcare, government contracts, and customs duties, banking and tax. He is a frequent author and speaker on issues relating to whistleblower cases.

Prior to founding Tycko & Zavareei LLP in 2002, Mr. Tycko was with Gibson, Dunn & Crutcher LLP, one of the nation's top law firms. He received his law degree in 1992 from Columbia University Law School, and earned a B.A. degree, with honors, in 1989 from The Johns Hopkins University. After graduating from law school, Mr. Tycko served for two years as law clerk to Judge Alexander Harvey, II, of the United States District Court for the District of Maryland.

In addition to his private practice, Mr. Tycko is an active participant in other law-related and community activities. He has served as Co-Chair of the Education Committee of the Taxpayers Against Fraud Education Fund, charged with planning the premier annual conference of whistleblower attorneys and their counterparts at the United States Department of Justice and other government agencies. He has taught as an Adjunct Professor at the George Washington University Law School. He is a former member and Chairperson of the Rules of Professional Conduct Review Committee of the District of Columbia Bar, where he helped draft the ethics rules governing members of the bar. And Mr. Tycko was a long-time member of the Board of Trustees of Studio Theatre, one of the D.C. area's top non-profit theaters.

Mr. Tycko is admitted to practice before the courts of the District of Columbia, Maryland and New York, as well as before numerous federal courts around the country.



Education

Columbia University Law School,
1992

The Johns Hopkins University, 1989,
with Honors

Bar Admissions

District of Columbia

Maryland

New York

Supreme Court of the United States

Memberships

Law360 Government Contracts
Editorial Board Member

American Association for Justice

Public Justice

Taxpayers Against Fraud Education
Fund (TAFEF)

Awards and Honors

2020 National Law Review Go-To
Thought Leader Award for False
Claims Act

Super Lawyers, 2012-current

Member of the D.C. Bar Leadership
Academy

Stone Scholar (all three years),
Columbia Law School

Thomas E. Dewey Prize for Best
Brief, Harlan Fiske Stone Moot Court
Competition, Columbia Law School

Anna Haac

Partner

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Anna C. Haac is a Partner in Tycko & Zavareei LLP's Washington, D.C. office. She focuses her practice on consumer protection class actions and whistleblower litigation. Her prior experience at Covington & Burling LLP, one of the nation's most prestigious defense-side law firms, gives her a unique advantage when representing plaintiffs against large companies in complex cases. Since arriving at Tycko & Zavareei LLP, Ms. Haac has represented consumers in a wide range of practice areas, including product liability, false labeling, deceptive and unfair trade practices, and predatory financial practices. Her whistleblower practice involves claims for fraud on federal and state governments across an equally broad spectrum of industries, including health care fraud, customs fraud, and government contracting fraud.

Ms. Haac has helped secure multimillion-dollar relief on behalf of the classes and whistleblowers she represents. Ms. Haac also serves as the D.C. Co-Chair of the National Association of Consumer Advocates and as Co-Chair of the Antitrust and Consumer Law Section Steering Committee of the D.C. Bar.

Ms. Haac earned her law degree *cum laude* from the University of Michigan Law School in 2006 and went on to clerk for the Honorable Catherine C. Blake of the United States District Court for the District of Maryland. Prior to law school, Ms. Haac graduated with a B.A. in political science with Highest Distinction from the Honors Program at the University of North Carolina at Chapel Hill.

Ms. Haac is a member of the District of Columbia and Maryland state bars. She is also admitted to the United States Court of Appeals for the Second, Third, and Fourth Circuits and the United States District Courts for the District of Columbia, District of Maryland, and the Eastern District of Michigan, among others.

Education

University of Michigan Law School,
2006, *cum laude*

University of North Carolina at
Chapel Hill, 2002, Highest Honors

Bar Admissions

District of Columbia
Maryland

Memberships

Antitrust & Consumer Protection
Section of District of Columbia Bar,
Co-Chair (2017-2020)

National Association of Consumer
Advocates, District of Columbia
Co-Chair

Public Justice

Awards

2022 & 2023 Washington, D.C.
Super Lawyers List

Presentations & Publications

Pre-conference Workshop Co-
Chair and Speaker, "So You Want to
be a Class Action Attorney,"
National Association of Consumer
Advocates Spring Training (May
2022).

Annick M. Persinger

Partner

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apersinger@tzlegal.com

Annick M. Persinger leads Tycko & Zavareei LLP's California office as California's Managing Partner. While at Tycko & Zavareei LLP, Ms. Persinger has dedicated her practice to utilizing California's prohibitions against unfair competition and false advertising to advocate for consumers. Ms. Persinger has taken on financial institutions, companies that take advantage of consumers with deceptive advertising, tech companies that disregard user privacy, companies that sell defective products, and mortgage loan servicers. Ms. Persinger also represents whistleblowers who expose their employer's fraudulent practices.

Ms. Persinger graduated magna cum laude as a member of the Order of the Coif from the University of California, Hastings College of the Law in 2010. While in law school, Ms. Persinger served as a member of Hastings Women's Law Journal, and authored two published articles. In 2008, Ms. Persinger received an award for Best Oral Argument in the first year moot court competition. In 2007, Ms. Persinger graduated *cum laude* from the University of California, San Diego with a B.A. in Sociology, and minors in Law & Society and Psychology.

Following law school, Ms. Persinger worked as a legal research attorney for Judge John E. Munter in Complex Litigation at the San Francisco Superior Court.

Ms. Persinger served as an elected board member of the Bay Area Lawyers for Individual Freedom (BALIF) from 2017 to 2019, and as Co-Chair of BALIF from 2018 to 2019. During her term on the BALIF Board of Directors, Ms. Persinger advocated for LGBTQI community members with intersectional identities, and promoted anti-racism and anti-genderism. Ms. Persinger now serves as a Steering Committee member for the Cambridge Forum on Plaintiffs' Food Fraud Litigation.



Education

University of California Hastings
College of Law, 2010, *magna cum laude*,
Order of the Coif

University of California San Diego,
2007, *cum laude*

Bar Admissions

California

Memberships

American Association for Justice

Plaintiffs' Food Fraud Litigation, 2020
Steering Committee Member

Public Justice

Awards

Elite Women of the Plaintiffs Bar
(2022)

Super Lawyer, Rising Star 2020

UC Hastings, Best Oral Argument
2008

Sabita J. Soneji

Partner

510.254.6808

ssoneji@tzlegal.com

In 20 years of practice, Sabita J. Soneji has developed extensive experience in litigation and legal policy at both the federal and state level and a passion for fighting consumer fraud. Now a Partner in Tycko & Zavareei LLP's Oakland office, she focuses on consumer protection class actions and whistleblower litigation. In addition to her success with novel Telephone Consumer Protection cases, False Claims Act cases involving insurance fraud, and deceptive and false advertising cases, Ms. Soneji serves in leadership on multi-district litigation against Juul, for its manufacture and marketing to youth of an addictive nicotine product. Ms. Soneji also successfully represents consumers harmed by massive data breaches and by corporate practices that collect and monetize user data without consent. She serves as head of the firm's Privacy and Data Breach Group.

Ms. Soneji began that work during her time with the United States Department of Justice, as Senior Counsel to the Assistant Attorney General. In that role, she oversaw civil and criminal prosecution of various forms of financial fraud that arose in the wake of the 2008 recession. For that work, Ms. Soneji partnered with other federal agencies, state attorneys' general, and consumer advocacy groups. Beyond that affirmative work, Ms. Soneji worked to defend various federal programs, including the Affordable Care Act in nationwide litigation.

Ms. Soneji has extensive civil litigation experience from her four years with international law firm, her work as an Assistant United States Attorney in the Northern District of California, and from serving as Deputy County Counsel for Santa Clara County, handling civil litigation on behalf of the County including regulatory, civil rights, and employment matters. She has successfully argued motions and conducted trials in both state and federal court and negotiated settlements in complex multi-party disputes.

Early in her career, Ms. Soneji clerked for the Honorable Gladys Kessler on the United States District Court for the District of Columbia, during which she assisted the judge in overseeing the largest civil case in American history, *United States v. Phillip Morris, et al.*, a civil RICO case brought against major tobacco manufacturers for fraud in the marketing, sale, and design of cigarettes. The opinion in that case paved the way for Congress to authorize FDA regulation of cigarettes.

Ms. Soneji is a graduate of the University of Houston, *summa cum laude*, with degrees in Math and Political Science, and Georgetown University Law Center, *magna cum laude*.



Education

Georgetown University Law Center,
magna cum laude

University of Houston, *summa cum laude*

Bar Admissions

District of Columbia

California

Supreme Court of the United States

Memberships

Ninth Circuit Judicial Council Lawyer
Representative for the Northern
District of California, 2023-2025

Law360 Diversity & Inclusion
Editorial Advisory Board Member,
2022-2023

American Association for Justice

Public Justice, 2022-2023 Member of
the Board of Directors

Impact Fund

Taxpayers Against Fraud Education
Fund (TAFEF)

Awards

Attorney General's Award 2014

Presentations & Publications

"FTC investigation of ChatGPT a win
for consumers," The Daily Journal
(July 24, 2023)

Kristen G. Simplicio

Partner

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Kristen G. Simplicio has devoted her career to representing victims of illegal debt collection practices, false advertising, and other fraudulent and unfair corporate schemes. Prior to joining Tycko & Zavareei LLP's D.C. office in 2020, she spent ten years at a boutique class action firm in California.

Ms. Simplicio is currently representing plaintiffs in several cases in the education field. She is serving as counsel for plaintiffs in a case against a prominent university and its for-profit recruiting partner over a decade-long advertising campaign centering on the school's artificially inflated U.S. News rankings. She is also currently representing plaintiffs in a RICO suit against an online for-profit university over a deceptive scheme to enroll students into fraudulent professional degree programs.

In addition to her work in the education space, Ms. Simplicio has represented plaintiffs in a wide variety of areas. For example, she was the lead associate on RICO case on behalf of small business owners against 18 defendants in the credit card processing industry. In connection with that case, she obtained a preliminary injunction halting an illegal \$10 million debt collection scheme, and later, helped to secure refunds and changed practices for the victims. She has also secured a number of victories on behalf of homeowners as a result of her work representing plaintiffs in over a dozen cases filed around the country against mortgage loan servicers over fees charged in violation of the Fair Debt Collection Practices Act and related state statutes.

Ms. Simplicio graduated *cum laude* from American University, Washington College of Law in 2007. She holds a bachelor's degree from McGill University. She began her legal career at the United States Department of Labor, where she advised on regulations pertaining to group health insurance plans. Before and during law school, Ms. Simplicio worked for other plaintiffs' law firms.

Ms. Simplicio serves as the D.C. Co-Chair of the National Association of Consumer Advocates. She is admitted to practice in California, the District of Columbia, and the Supreme Court of the United States.



Education

American University, Washington
College of Law, 2007, *cum laude*

McGill University, 1999

Bar Admissions

California

District of Columbia

Supreme Court of the United States

Memberships

D.C. Co-Chair of the National
Association of Consumer Advocates

American Association for Justice

Public Justice

Presentations & Publications

"Class Action Waivers, Arbitration
Clauses," and "Digital Payment
Claims Rates – Western Alliance Bank
Research," panel discussions at
Western Alliance Bank's Annual Class
Action Law Forum (March 15-16,
2023)

"Rule 23(c)(5) Subclasses:

Certification, Due Process, Adequate
Representation, and Settlement,"

Faculty Member for Strafford CLE
Webinar (February 23, 2023)

Renée Brooker

Partner

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Bringing 30 years of practice, knowledge, and expertise as a former prosecutor in a senior leadership position at the United States Department of Justice, Renée Brooker is now representing whistleblowers. While at the Department of Justice for over two decades, Ms. Brooker was responsible for billions of dollars in recoveries under whistleblower laws. As an accomplished and experienced attorney, Ms. Brooker has advised and represented whistleblowers under the False Claims Act (FCA), the Anti-Kickback Statute and Stark Law, FIRREA (bank fraud, mail, and wire fraud), the Financial Institutions Anti-Fraud Enforcement Act (FIAFE), and the Whistleblower Programs of the SEC, the CFTC, and the IRS.

As Assistant Director within the Civil Division of the United States Department of Justice, Ms. Brooker was responsible for sizeable recoveries and successful judgments under the False Claims Act, FIRREA, and civil RICO in almost every industry: pharmaceutical, health care, defense, financial services, government procurement, small business, insurance, tobacco products, and higher education.

Ms. Brooker received her law degree in 1990 from Georgetown University Law Center, and a B.S. degree in 1987 from Temple University. After graduating from Georgetown, Ms. Brooker served as a Law Clerk to Judge Noël Kramer in the District of Columbia for one year before joining the United States Department of Education as an attorney. Ms. Brooker was hired as part of the enforcement response to Congressional investigations of fraud in federal student aid programs affecting consumers and taxpayers. Prior to joining Tycko & Zavareei LLP in 2020, Ms. Brooker worked at another prominent whistleblower firm where she advised and represented whistleblowers while expanding the firm's whistleblower practice. Ms. Brooker also served as a member of the United States Department of Justice-appointed Independent Corporate Compliance Monitor and Auditor for Volkswagen under its Plea Agreement and Consent Decree with the United States Department of Justice.



Education

Georgetown University Law Center, 1990

Temple University, 1987

Bar Admissions

District of Columbia

Pennsylvania

Memberships

Taxpayers Against Fraud Education Fund (TAFEF)

Board Member, Federal Bar Association Qui Tam Section

National Employment Lawyers Association (NELA)

Awards

Selected to 2023 and 2024 Washington, D.C. Super Lawyers List

Department of Justice Commendation Award for recovering billions of dollars under the Big Lender Initiative, 2016

Council of the Inspectors General on Integrity and Efficiency Award for Excellence for \$1.2 billion False Claims Act settlement with Wells Fargo, 2016

Department of Justice Award for “a record of outstanding actions and accomplishments,” 2015

Attorney General’s Award for Fraud Prevention, 2011

Department of Justice Award for prosecuting Big Tobacco under RICO, 2005

Eva Gunasekera

Partner

202.417.3655

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Bringing 16 years of complex litigation experience practice, Eva Gunasekera, the former Senior Counsel for Health Care Fraud at the United States Department of Justice, is now representing whistleblowers. Ms. Gunasekera has spent the better part of her career enforcing the False Claims Act and the Stark and Anti-Kickback laws.

Highly strategic, Ms. Gunasekera has many notable successes under her belt, sizeable recoveries under the False Claims Act, and has held companies accountable for fraudulent conduct that harmed important government programs such as Medicare and Medicaid. With deep health care fraud expertise, she has investigated, litigated, and settled cases involving all federal health care programs (Medicare, Medicaid, TRICARE, FEHB). Ms. Gunasekera is an expert on analyzing complex health care data sets, including Medicare and Medicaid payment data and trends, to identify potentially fraudulent practices. She has enforced anti-fraud laws and represented whistleblowers across industries: pharmaceutical manufacturers, health care providers, hospitals, physicians, physician groups, laboratories, managed care, pharmacies, hospice and nursing home providers, financial institutions, government suppliers, automotive, small businesses, and defense contractors. Many of her investigations involved parallel criminal proceedings and compliance and whistleblower programs of health care organizations, including those subjected to Corporate Integrity Agreements and oversight by Independent Review Organizations, as required by the U.S. Department of Health and Human Services, Office of Inspector General (HHS-OIG).

After graduating with her Master's in Public Administration from Ohio University, and from Georgetown University Law Center, Ms. Gunasekera practiced law at two international law firms. She acted as second chair during administrative trials and handled complex commercial litigation. Ms. Gunasekera also played a significant role on the team that represented the Enron Creditors Recovery Corp in the bankruptcy proceeding, successfully returning billions of dollars to creditors in the wake of the Enron scandal. Further, Ms. Gunasekera represented clients in pro bono matters, including the successful defense of an individual seeking asylum and as guardian ad litem for three children.



Education

Georgetown University Law Center,
2004

Ohio University, M.A., 2001

Ohio University, B.A., 2000

Bar Admissions

District of Columbia

Ohio

Memberships

Taxpayers Against Fraud Education
Fund (TAFEF)

Federal Bar Association Qui Tam
Section

Presentations & Publications

Quoted in: "They Lost Their Legs.
Doctors and Health Care Giants
Profited," The New York Times (July
15, 2023)

"Whistleblower Rewards 101" –
Scottsdale (Arizona) Bar Association
(March 9, 2021)

"Should the False Claims Act be
Amended to Define Falsity?" - Federal
Bar Association, Qui Tam Section
(February 17, 2021)

Law review article: False Claims Act,
the opioid crisis, whistleblowing,
Emory University Law School,
February 26, 2019

Allison W. Parr

Associate

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Prior to joining Tycko & Zavareei LLP in 2021, Allison W. Parr was an associate in the Washington, D.C. office of Mayer Brown LLP, where she represented corporations in complex commercial litigation, including cases involving unfair competition and false advertising claims. Previously, Ms. Parr was a litigation associate in the New York office of Kramer Levin Naftalis & Frankel LLP, where she maintained an active pro bono practice in LGBTQ civil rights.

Ms. Parr graduated from the Georgetown University Law Center in 2018, where she served as the Articles and Notes Editor for the Food and Drug Law Journal. During law school, Ms. Parr externed for the Commercial Litigation Branch, Fraud Section of the Department of Justice, where she assisted with cases involving allegations of fraud against the government. Ms. Parr received her Bachelor of Music from the Peabody Institute of the Johns Hopkins University in 2013.

Ms. Parr is admitted to practice in New York, the District of Columbia, and the United States Supreme Court.



Education

Georgetown University Law Center,
2018

John Hopkins University, 2013

Bar Admissions

New York
District of Columbia
Supreme Court of the United States

Memberships

Public Justice
The Sedona Conference

Awards

Selected to 2022, 2023, and 2024
Washington, D.C. Super Lawyers
Rising Stars List

Presentations & Publications

Interview with Public Justice, “Texas
Two-Step Called Out in Third Circuit”
(2023)

Co-author, “J&J Can’t Be Allowed To
Dodge Civil Justice With Bankruptcy,”
Law360 (2022).

Agribusiness and Antibiotics: A
Market-Based Solution, 73 Food &
Drug L.J. 338 (2018)

Leora N. Friedman

Associate

202.973.0900

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Leora Friedman received her J.D. from Georgetown University Law Center in 2020.

At Georgetown Law, Leora obtained diverse legal experience through experiential courses led by the O'Neill Institute for National and Global Health Law and by the Institute for Constitutional Advocacy and Protection. In addition, she authored papers proposing new legal frameworks for addressing the negative health impacts of electronic cigarettes and improving pandemic preparedness through writing-intensive coursework.

During law school, Leora also served as an intern for the Department of Justice's Office of Vaccine Litigation and its Consumer Protection Branch. She was an Executive Editor for the Georgetown Environmental Law Review, which published her note "Recommending Judicial Reconstruction of Title VI to Curb Environmental Racism: A Recklessness-Based Theory of Discriminatory Intent."

Previously, Leora was the Rockefeller Foundation's Princeton Project 55 Fellow from 2014-2015 and, thereafter, aided international health advocacy campaigns at Global Health Strategies.

She graduated from Princeton University with an A.B. in Politics in 2014.



Education

Georgetown University Law Center,
2020

Princeton University, 2014

Bar Admissions

District of Columbia

Memberships

Public Justice

Executive Editor, Georgetown
Environmental Law Review, 2019–
2020

Awards

Selected to 2023 Washington, D.C.
Super Lawyers Rising Stars List

Publications

Co-author, "J&J Can't Be Allowed To
Dodge Civil Justice With Bankruptcy,"
Law360 (2022).

*Recommending Judicial Reconstruction of
Title VI to Curb Environmental Racism: A
Recklessness-Based Theory of Discriminatory
Intent*, 32 GEO. ENV'T L. REV. 421
(2020)

Spencer Hughes

Associate

510.254.6808
shughes@tzlegal.com

Spencer Hughes is an associate in the Oakland office who regularly practices in both trial and appellate courts across the country. He represents consumers in class actions and defamation cases against some of the largest corporations in the world.

Mr. Hughes's practice covers the full lifespan of a case, from investigating and filing suit to briefing and arguing appeals. He has represented clients in the Supreme Court of the United States, five U.S. Courts of Appeals, and state and federal trial courts in California, Washington, D.C., New York, Pennsylvania, Ohio, Michigan, Washington, and Texas.

Before joining Tycko & Zavareei LLP, Mr. Hughes was an associate in the Washington, D.C. office of Kirkland & Ellis LLP, one of the nation's top defense-side law firms. He gained invaluable experience and learned the strategies used by defendants in consumer protection litigation. Mr. Hughes maintained an active pro bono practice at Kirkland & Ellis and received the firm's Pro Bono Service Award for four consecutive years.

Mr. Hughes earned his Juris Doctor from Duke University School of Law in 2017, where he served an editor of the Duke Law Journal. He clerked for the Honorable Gerald Bard Tjoflat of the U.S. Court of Appeals for the Eleventh Circuit.

Mr. Hughes graduated with honors from Iowa State University in 2014, earning a Bachelor of Arts in rhetoric and political science. He served as the university's Student Body President for the 2013-14 academic year.



Education

Duke University School of Law, 2017
Iowa State University, 2014, *cum laude*

Bar Admissions

California
District of Columbia
Supreme Court of the United States

Memberships

American Constitution Society
Public Justice

Awards

Selected to 2023 Washington, D.C.
Super Lawyers Rising Stars List

Presentations & Publications

Co-Author, "Tools To Fight Delay
From Arbitrability Appeals After
Coinbase," Law360 (August 1, 2023)

Gemma Seidita

Associate

202.973.0900
gseidita@tzlegal.com

Gemma Seidita is an associate in the Washington, D.C. office where she focuses on civil rights cases and advocating for whistleblowers and consumers.

Prior to joining Tycko & Zavareei LLP in 2022, Ms. Seidita was an associate in the Washington, D.C. office of Cooley LLP, where she represented clients in complex commercial litigation and investigations, including cases involving securities, trade secret, and unfair competition claims. At Cooley, Ms. Seidita maintained an active pro bono practice in civil rights and immigration areas. Ms. Seidita was a member of the trial team in the historic federal *Sines v. Kessler* litigation where white supremacists were put on trial for their conspiratorial actions in planning and committing violence at the Unite the Right rally in Charlottesville, Virginia.

Ms. Seidita graduated from Duke University School of Law in 2018 where she earned a J.D. and an LLM in international and comparative law. While in law school, she served as a Research Editor for the Duke Environmental Law and Policy Forum. Ms. Seidita received her Bachelor of Arts in Foreign Affairs from the University of Virginia in 2015.



Education

Duke University School of Law, 2018,
cum laude

University of Virginia, 2015, with
Distinction

Bar Admissions

California
District of Columbia
Massachusetts

Memberships

Public Justice

Jaclyn S. Tayabji

Associate

202.973.0900

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Jaclyn Tayabji is an Associate in the Washington D.C. office. She was the 2021-2023 Public Interest Fellow at Tycko & Zavareei LLP. Jaclyn received her J.D. *magna cum laude* from Boston University School of Law in 2021. While in law school, Jaclyn embraced experiential learning opportunities and consistently utilized her legal skills to promote the public interest. Jaclyn completed a legal internship in the Consumer Protection Division of the Massachusetts Attorney General's Office and a judicial externship with the Honorable Vickie L. Henry on the Massachusetts Appeals Court. As a Student Attorney in the Access to Justice Civil Litigation Clinic, Jaclyn represented low-income clients in various civil disputes, including defending tenants in summary process evictions and facilitating discovery production in a federal employment discrimination case.

In law school, Jaclyn served as an Editor for the *Boston University Law Review* and was elected to leadership positions in the Middle Eastern & South Asian Law Students Association, the International Law Society, and the Public Interest Project. Jaclyn was also selected to serve on the Public Interest Committee alongside fellow students, faculty, and staff to review the policies and programs related to public service offerings at Boston University School of Law and to advocate for institutional resources.

Jaclyn received her B.A. in International Studies and African Studies from Emory University in 2016. Prior to law school, Jaclyn served with the Peace Corps in Malawi and subsequently worked as a Recovery Coach through the inaugural AmeriCorps-Police Assisted Addiction & Recovery Initiative program.



Education

Boston University School of Law,
2021, *magna cum laude*

Emory University, 2016

Bar Admissions

District of Columbia

Memberships

Public Justice

Awards

Selected to 2024 Washington, D.C.
Super Lawyers Rising Stars List
Ranked in 2024 Best Lawyers Ones to
Watch

Presentations & Publications

Co-Authored with Renée Brooker,
"All Hands on Deck: The Role of
Government Employees as Qui Tam
Relators," *University of Cincinnati
Law Review* (May 11, 2023)

Co-Authored with Renée Brooker,
"The ABCs of Qui Tam Actions,"
Trial (January 2023)

"Rehabilitation Under the
Rehabilitation Act: The Case for
Medication-Assisted Treatment in
Federal Correctional Facilities," 101
B.U. L. REV. ONLINE 79 (2021)

David W. Lawler

Of Counsel

202.973.0900
dlawler@tzlegal.com

Mr. Lawler joined Tycko & Zavareei LLP in January 2012. He has over twenty years of commercial litigation experience, including an expertise in eDiscovery and complex case management. At the firm Mr. Lawler has represented consumers in numerous practice areas, including product liability, false labeling, deceptive and unfair trade practices, and antitrust class actions litigation.

Before joining Tycko & Zavareei LLP, Mr. Lawler was an associate in the litigation departments at McKenna & Cuneo LLP and Swidler Berlin Shereff Friedman LLP.

Among Mr. Lawler's career achievements include the co-drafting of appellate briefs which resulted in rare reversal and entry of judgment in favor of client, US Court of Appeals for the Fourth Circuit.

Mr. Lawler is a member of the District of Columbia Bar, as well as numerous federal courts.



Education

Creighton University School of Law,
1997

University of California, Berkeley,
1989

Bar Admissions

District of Columbia

Memberships

American Association for Justice
Public Justice

F. Peter Silva II

Of Counsel

202.973.0900

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Peter Silva is a zealous advocate for consumers, workers, and individuals whose rights have been violated by the government, employers, and financial institutions. Over the last decade, Peter has successfully represented clients in civil rights, consumer protection, and foreclosure defense cases in negotiations, mediations, arbitrations, and at trial in state and federal courts and before various administrative agencies.

Prior to joining Tycko & Zavareei LLP, Peter represented individuals and small businesses as a Partner with Gowen Silva & Winograd, PLLC. Peter's work on behalf of Maryland, D.C., and Virginia homeowners has prevented dozens of foreclosures through loan modifications, settlements, and litigation. Peter not only defends foreclosures but countersues for violations of state and federal lending and servicing laws. Peter has successfully brought and defended lawsuits against America's biggest banks and mortgage servicers including Wells Fargo, Bank of America, U.S. Bank, Fannie Mae, Freddie Mac, Mr. Cooper/Nationstar Mortgage, Bayview Loan Servicing, and Ocwen Loan Servicing.

Through aggressive litigation and creative settlement solutions, Peter has obtained millions of dollars in damages and savings for his clients including principal and interest reductions, write-downs, and deficiency waivers. Peter's extensive knowledge of the foreclosure and loan modification processes, mortgage servicing industry and applicable state and federal laws including the Real Estate Settlement Procedures Act (RESPA) and Truth-in-Lending (TILA) allows him to provide clients with upfront and straightforward assessments of their options so that they can make an informed decision.

Peter has worked with local, state, and federal governments and non-profit entities to strengthen legal protections of consumers. Peter is a member of the National Association of Consumer Advocates.

At the beginning of his legal career, Peter worked extensively in the civil rights field as an attorney fellow for the Washington Lawyers' Committee for Civil Rights and Urban Affairs, and a law clerk with the Equal Employment Opportunity Commission and the civil rights interest group, People for the American Way.



Education

University of Miami, School of Law,
2010

San Diego State University, 2007

Bar Admissions

Virginia

District of Columbia

Maryland

California

Supreme Court of the United States

Memberships

National Association of Consumer
Advocates

Public Justice

Awards

Selected to 2023 & 2024 Washington,
D.C. Super Lawyers Rising Stars List

Presentations & Publications

"The Tactical Deployment of
Regulation X: Loss Mitigation in
Judicial, Quasi-Judicial, and Non-
judicial States," National Association
of Consumer Advocates (February 11,
2021)

"Foreclosures: What You Don't
Know Will Hurt You!" National
Association for the Advancement of
Colored People

Wesley M. Griffith

Of Counsel

510.254.6808
wgriffith@tzlegal.com

Mr. Griffith is a graduate of the University of California, Berkeley and the University of Chicago Law School. After law school, Mr. Griffith spent a decade working at two of the nation's top defense firms, where he represented some of the world's largest companies in class actions, complex litigation, and regulatory matters.

Mr. Griffith now uses those same skills to advocate on behalf of his consumer clients. He is dedicated to tenaciously advancing his clients' interests through all phases of litigation, including trial and on appeal.

While Mr. Griffith's preference is always to litigate, he also knows that being an effective advocate sometimes means settling. Mr. Griffith has been involved with dozens of significant settlements over the course of his career, including settlements valued at over \$100 million, and he has defended those settlements in parallel actions and on appeal.

Mr. Griffith maintains an active pro bono practice representing clients in civil rights cases. He serves on the pro bono panels for the Ninth Circuit Court of Appeal and the Eastern District of California, and was recognized in 2021 for his pro bono service to the Eastern District.

Mr. Griffith is a member of the California Bar and is admitted to practice in the U.S. District Courts for the Central, Eastern, Northern and Southern Districts of California, as well as the U.S. Judicial Panel on Multidistrict Litigation and the U.S. Courts of Appeal for the Second, Ninth, and Eleventh Circuits.

Mr. Griffith is a member of the Advisory Board of the Legal Aid Foundation of Los Angeles, and he has been repeatedly recognized for his mentorship to junior attorneys.

When not practicing law, Mr. Griffith enjoys spending time with his toddler and wife and hiking in the Sierras with his dog.



Education

University of Chicago Law School,
2012

University of California, Berkeley,
2007, with Honors and Distinction

Bar Admissions

California
Supreme Court of the United States

Memberships

Pro Bono Panel, Ninth Circuit Court
of Appeal

Pro Bono Panel, U.S. District Court
for the Eastern District of California

Legal Aid Foundation of Los Angeles,
Advisory Board Member

Public Justice

Awards

2021 Honoree, U.S. District Court for
the Eastern District of California
Night to Honor Service

2020 and 2021 Mentorship Award,
Jenner & Block LLP

Shana Khader

Of Counsel

202.973.0900

skhader@tzlegal.com

Shana Khader is passionate about using the legal system creatively to challenge abuses of power and to seek justice on behalf of traditionally marginalized communities and poor people—even in hard cases. In the past several years, she has specialized in representing low-income immigrant workers in Texas. As Senior Managing Attorney at the Equal Justice Center and as Director of Legal Services at Workers Defense Project, Ms. Khader represented workers in challenging abusive employment practices through class and individual litigation, policy advocacy, and community organizing. She also has extensive experience working with survivors of sexual harassment and assault at work. She has obtained favorable decisions and verdicts on behalf of her clients in state and federal court.

Prior to moving to Texas, Ms. Khader served as a Kirkland & Ellis Public Service Fellow at the New York Legal Assistance Group, where she represented low-income New Yorkers who were victimized by unscrupulous debt collectors in courts throughout the city.

Ms. Khader graduated with academic honors from Columbia Law School. She served as a judicial law clerk to the Honorable Debra C. Freeman, Magistrate Judge in the Southern District of New York.

Ms. Khader served as a member of the Dallas Civil Service Board, has served as a board member of the DFW chapter of the National Employment Lawyers Association, and is an alumna of the Latino Center for Leadership Development Leadership Academy. She is fluent in Spanish.



Education

Columbia University School of Law,
2011, *James Kent Scholar*

Occidental College, 2005, *magna cum laude*

Bar Admissions

New York

Texas

District of Columbia

Memberships

American Association for Justice
Public Justice

Awards

Kirkland & Ellis New York City
Public Service Fellow

Hamilton Fellow

Pro Bono Honors

Presentations & Publications

“Timekeeping and Teleworking in the Era of COVID,” Texas Employment Lawyers Association Spring Seminar, (Apr. 2021)

“Taking the Sex out of Sexual Harassment: Why the ‘Equal Opportunity Harasser’ Defense Under Title VII Should be Eliminated.” *Columbia Gender and Sexuality Law Journal Online*, (Spring 2011)

Glenn Chappell

Of Counsel

202.973.0900

gchappell@tzlegal.com

Glenn Chappell is Of Counsel in the Washington, D.C. office and is the chair of Tycko & Zavareei LLP's Appellate Practice Group. He works on class action and multidistrict matters involving consumer privacy, contract and insurance law, deceptive marketing, gaming addiction, and parental and child consumer rights.

Mr. Chappell has represented clients in numerous courts, including the United States Supreme Court, numerous federal circuit courts, and state appellate courts including the Supreme Court of Ohio, the North Carolina Court of Appeals, and the Louisiana Circuit Courts of Appeal. He has experience at every stage of pursuing and defending appeals, including oral argument, principal and amici brief writing, petitions for certiorari and interlocutory review, and motions practice. At the trial level, he plays a leading role in drafting and arguing dispositive motions, pursuing discovery, developing litigation strategy, and developing new cases.

Before joining Tycko & Zavareei, Mr. Chappell was an associate in the Washington, D.C. office of Gibson, Dunn & Crutcher LLP, one of the nation's most prestigious defense-side firms. During his time at Gibson Dunn, he practiced in the firm's award-winning Appellate and Constitutional Law and Litigation practice groups. He also maintained an active pro bono practice that focused on police and sentencing reform.

Mr. Chappell graduated *summa cum laude* from Duke University School of Law in 2017, where he dedicated more than 450 hours to pro bono work and served as Managing Editor of the *Duke Law Journal* and Senior Research Editor of the *Duke Law & Technology Review*. After graduation, he clerked for the Honorable Gerald Bard Tjoflat of the United States Court of Appeals for the Eleventh Circuit and the Honorable Anthony J. Trenga of the United States District Court for the Eastern District of Virginia. His legal scholarship has appeared in multiple publications, including the *Duke Law Journal* and the *University of Richmond Law Review*.

He graduated with honors from Saint Leo University, earning a Bachelor of Arts in Business Administration.



Education

Duke University School of Law, 2017,
summa cum laude, Order of the Coif
Saint Leo University, 2011, *cum laude*

Bar Admissions

District of Columbia
Virginia
Supreme Court of the United States
United States Courts of Appeals for
the Third, Fourth, Fifth, Ninth, and
Eleventh Circuits
United States District Court for the
Eastern District of Virginia
United States District Court for the
Central District of Illinois

Memberships

Order of the Coif
Public Justice

Publications

*The Historical Case for Constitutional
"Concepts"*, 53 UNIVERSITY OF
RICHMOND LAW REVIEW 373 (2019)
*Health Care's Other "Big Deal": Direct
Primary Care Regulation in Contemporary
American Health Law*, 66 DUKE LAW
JOURNAL 1331 (2017)
*Seeking Rights, Not Rent: How Litigation
Finance Can Help Break Copyright's
Precedent Gridlock*, 15 DUKE LAW &
TECHNOLOGY REVIEW 269 (2017)

Cort Carlson

Fellow

510.254.6808

ccarlson@tzlegal.com

Cort Carlson is a Public Interest Fellow in the Oakland, California office. Mr. Carlson received his J.D. from University of California, Berkeley, School of Law in 2022, with a Public Interest & Social Justice Certificate. During law school, Mr. Carlson immersed himself in public interest scholarship and advocacy. Mr. Carlson completed a judicial externship with the Honorable Kimberly J. Mueller, Chief United States District Judge for the Eastern District of California, worked on whistleblower cases as a law clerk for a public interest plaintiff-side law firm in the Bay Area, and worked on cases involving unsafe and unfair housing conditions as an extern at the San Francisco City Attorney's Office. Mr. Carlson was twice elected to editor positions on the *Ecology Law Quarterly*, one of the nation's leading environmental law reviews, and served on the *Berkeley Technology and Law Journal*. Outside of school, Mr. Carlson served as a student advocate for incarcerated youth in collaboration with the Contra Costa County Public Defender and was a student researcher for the Brady Center to Prevent Gun Violence. Mr. Carlson also participated in a state and local impact litigation practicum in which he worked alongside current and former government attorneys on justice-oriented affirmative litigation projects.

Mr. Carlson received his B.A. *Summa Cum Laude* in Anthropology and English with a minor in Political Science from The George Washington University in 2019. Mr. Carlson traces his passion for public interest advocacy to early experiences working on issues that uniquely affect vulnerable communities, including poverty, incarceration, environmental harm, and personal data protection. Prior to law school, Mr. Carlson served as an academic tutor to persons pursuing higher education while incarcerated at Prince George's County Correctional Center in Maryland. Mr. Carlson also conducted research on people's perceptions and management of privacy on their cellular devices in collaboration with the GW Anthropology Department and the Smithsonian Institution.



Education

University of California, Berkeley
School of Law, 2022

The George Washington University,
2019, *summa cum laude*

Bar Admissions

California

United States District Court for the
Northern District of California

United States District Court for the
Eastern District of California

United States District Court for the
Central District of California

United States District Court for the
Southern District of California

Memberships

Public Justice

Awards

Ranked in 2024 Best Lawyers Ones to
Watch

Public Interest & Social Justice
Certificate, University of California,
Berkeley, School of Law

Hart Award for Outstanding
Academic Achievement, The George
Washington University

Schuyler Standley

Fellow

202.973.0900

sstandley@tzlegal.com

Schuyler Standley is a 2022-2024 Public Interest Fellow at Tycko & Zavareei LLP. Schuyler received her J.D. from the University of California, Berkeley School of Law in 2021. While in law school, Schuyler embraced experiential learning opportunities and consistently utilized her legal skills to promote the public interest. Before her fellowship, Schuyler clerked for the Honorable Katherine M. Menendez of the United States District Court for the District of Minnesota. She also served as a judicial fellow for the Honorable Joseph C. Spero, Chief Magistrate Judge of the United States District Court for the Northern District of California.

While in law school, Ms. Standley focused on experiential learning and pro bono work. She spent three semesters in the Samuelson Law, Technology, and Public Policy Clinic, where she assisted with litigation at the intersection of technology and civil rights.



Education

University of California, Berkeley
School of the Law, 2021

American University, 2016

Bar Admissions

Illinois

District of Columbia

Memberships

Public Justice

Em Feder Cooper

Fellow

510.254.6808
ecooper@tzlegal.com

Em Feder Cooper is a Public Interest Fellow in the Oakland, California office. She has dedicated much of her legal and public interest career to advancing gender justice. She started by doing reproductive justice legislative work at the New York City Council Women's Caucus. During law school, she volunteered with Sanctuary for Families to help women obtain uncontested divorces or temporary restraining orders. As a Law Clerk at the Equal Rights Advocates, Em focused on Title IX matters and prepared sexual assault survivors for their hearings. She also had the privilege of participating as a Student Advocate with New York Legal Aid Group's Pro Se Clinic at the Southern District of New York courthouse and was able to leverage her Spanish skills when assisting clients.

Em's legal research has focused on the legal implications of interstate distribution of medication abortion pills, intersectional sex- and race-based employment discrimination, and psychological trauma of workplace sexual harassment and the importance of expert witnesses. Thanks to her coursework on discrimination theory and law, Em is passionate about exposing unlawful harms perpetrated by cosmetics companies and amending the Federal Drug and Cosmetics Act of 1938.



Education

New York University School of Law,
2023

Johns Hopkins University, 2013

Bar Admissions

California

Memberships

Public Justice

Presentations & Publications

NYU Law Moot Court Board
Casebook Volume 47 (May 2023)

Topic: Circuit split over whether volunteers are classified as employees or independent contractors and are entitled to protections and redress against employment discrimination under Title VII.

Shilpa Sadhasivam

Fellow

202.973.0900
ssadhasivam@tzlegal.com

Shilpa Sadhasivam is a Public Interest Fellow in the Washington, D.C. office. Shilpa received her J.D. from Harvard Law School in 2023. While at Harvard, she focused on providing clinical pro bono services and growing the presence of plaintiffs' law on campus.

Shilpa spent two years as a student attorney at the Harvard Legal Aid Bureau, representing workers experiencing wage theft and workplace retaliation. As Co-President of the Harvard Plaintiffs' Law Association, she developed professional networks, resources, and programming to make plaintiff-side careers more accessible for all students. She also served as the Managing Editor of the Journal of Law and Gender and a Constitutional Law Teaching Fellow. During her summers, Shilpa worked for plaintiffs' firms on a variety of cases, spanning from civil rights to securities litigation.

Shilpa received her B.A. in Government and Politics from Cornell University in 2019. Prior to law school, she conducted research at Cornell regarding New York State residents' long-term economic, social, and political behaviors.



Education

Harvard Law School, 2023
Cornell University, 2019

Bar Admissions

District of Columbia

Memberships

Public Justice

EXHIBIT 2

Strategy Development, Case Analysis, Class Counsel Conferences <i>Includes strategy meetings internally at firm and with co-counsel throughout case, etc.</i>	49.90	21.30	1.60		0.40		6.70	1.90	5.70		1.20	88.70
Pleadings <i>Includes research, drafting, filing, etc.</i>	12.90	2.50					17.20	1.80			3.20	37.60
Written Discovery <i>Includes drafting and responding to discovery; document review, negotiating and drafting protective order; written discovery disputes, etc.</i>	10.80	8.30							8.10		2.70	29.90

Special Referee Tasks	5.10											5.10
Depositions	6.20	34.30									2.40	42.90
Motion practice	85.90	44.10	2.00	7.40	0.30	6.10	23.10		0.50	1.10		170.5
Attending Court Hearings	3.60						1.50					5.10
Case Management and Other Court Mandated Tasks <i>Includes case management conferences, motions or stips related to scheduling, etc.</i>	3.40	0.70	15.10				1.10		0.40			20.70
ADR/Mediation	9.20				1.00				1.20			11.40
Settlement <i>Includes drafting agreement, discussions between counsel</i>	13.90							1.20	1.30			16.40

Approval Preparation												
TOTAL	257.90	111.20	18.70	10.10	16.20	34.60	49.70	4.90	31.30	7.70	21.40	563.70

Please include the hourly rate for each Timekeeper:

Name	Rate
Andrea Gold	\$1,057.00
Andrew Silver	\$878.00
Annick Persinger	\$878.00
Chloe Noh	\$239.00
Connor Rowe	\$239.00
Collin Hoover	\$239.00
Katherine Aizpuru	\$777.00
Hassan Zavareei	\$1,057.00
Lauren Kuhlik	\$538.00
Linda Zhu	\$239.00
Nathan Laporte	\$239.00

EXHIBIT 3

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MAUREEN HARROLD, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

MUFG UNION BANK, N.A.,

Defendant.

CASE NO. BC680214

AMENDED SETTLEMENT AGREEMENT AND RELEASES

This Amended Settlement Agreement and Releases (“Settlement” or “Agreement”)¹, dated as of December 5, 2023, is entered into by Plaintiff, Maureen Harrold, individually and on behalf of the Settlement Class, and Defendant, U.S. Bank National Association as successor in interest to MUFG Union Bank, National Association. The Parties hereby agree to the following terms in full settlement of the Action, subject to Final Approval by the Superior Court for the State of California.

I. Recitals

1. On October 19, 2017, Plaintiff filed the Action and alleged that MUFG Union Bank, National Association (“Union Bank”) charged Overdraft Fees on Debit Card Transactions that authorized against a positive balance but settled against a negative balance due to intervening charges. Plaintiff alleged that this practice is prohibited by the terms of Union Bank’s standardized “All About Personal Account & Services Disclosure and Agreement” (hereinafter “Account Agreement”).

¹ All capitalized terms herein have the meanings ascribed to them in Section II or various places in the Agreement.

2. On February 13, 2018, Plaintiff served her First Set of Requests for Production and First Set of Special Interrogatories on Union Bank, which were directed as issues regarding the arbitration provision and enforceability thereof. Union Bank served its responses on March 23, 2018. This led to the production of copies of the relevant versions of the Account Agreement and production of other documents pertaining to Plaintiff's Account relationship.

3. On March 2, 2018, Union Bank filed a Motion to Compel Arbitration on the basis that the Account Agreement included an arbitration provision mandating individual arbitration of Plaintiff's claims. On April 30, 2018, Plaintiff filed a Response in Opposition to the Motion to Compel Arbitration. On May 14, 2018, Union Bank filed its Reply in support of its Motion to Compel Arbitration.

4. On May 30, 2018, the Court heard oral argument on the Motion to Compel Arbitration and granted the Motion, ruling that the Parties agreed in the Account Agreement to delegate the authority to determine the enforceability of the arbitration provision to the arbitrator.

5. On August 15, 2018, Plaintiff submitted her Demand for Arbitration, wherein she incorporated her Complaint. On September 4, 2018, Union Bank submitted its Response to Plaintiff's Demand for Arbitration. On October 16, 2018, the Honorable Candace Cooper was appointed as the Arbitrator in the matter.

6. On February 5, 2019, the Superior Court action was transferred from Judge John Shepard Wiley to Judge Yvette M. Palazuelos.

7. On March 7, 2019, Plaintiff submitted her Amended Demand for Arbitration in the Arbitration, attached to which was Plaintiff's First Amended Class Action Complaint, and her Motion to Declare Arbitration Agreement Unenforceable before Arbitrator Cooper. On April 29, 2019, Union Bank submitted its Opposition to the Motion to Declare Arbitration Agreement Unenforceable. On May 13, 2019, Plaintiff submitted her Reply in support of the Motion to

Declare Arbitration Agreement Unenforceable.

8. On May 21, 2019, Arbitrator Cooper held a hearing on the Motion to Declare Arbitration Agreement Unenforceable.

9. On June 12, 2019, Plaintiff filed a Notice of Supplemental Authority in support of her Motion to Declare Arbitration Agreement Unenforceable. On June 21, 2019, Union Bank filed its Response to the Notice of Supplemental Authority.

10. On July 2, 2019, Plaintiff filed a Second Notice of Supplemental Authority in support of her Motion to Declare Arbitration Agreement Unenforceable. On July 19, 2019, Union Bank filed its Response to the Second Notice of Supplemental Authority.

11. On August 19, 2019, Arbitrator Cooper entered an Order denying Plaintiff's Motion to Declare Arbitration Agreement Unenforceable.

12. On September 4, 2019, Arbitrator Cooper held a status conference in the matter, wherein counsel for Plaintiff sought permission to file a supplemental brief on the "poison pill" issue raised in her Motion to Declare Arbitration Clause Unenforceable. The Arbitrator permitted further briefing and both Parties submitted supplemental briefing. That briefing concluded on September 20, 2019.

13. On December 15, 2019, Arbitrator Cooper issued her Supplemental Order re Arbitrability, wherein she ruled that because the waiver of public injunctive relief in the arbitration agreement was unenforceable, the "poison pill" provision rendered the entire arbitration provision null and void. Arbitrator Cooper thus rescinded portions of her prior Order regarding Arbitrability and dismissed the Arbitration.

14. On March 3, 2020, counsel for Plaintiff submitted a declaration in Superior Court regarding the status of the case, including the arbitration rulings made, and sought a lift of the stay of proceedings. On March 6, 2020, counsel for Union Bank submitted a Response and Objection

to the Declaration of Plaintiff's counsel. On March 10, 2020, Counsel for Plaintiff submitted her Reply.

15. On March 24, 2020, Union Bank filed a Motion to Vacate the Arbitration Award and, on April 9, 2020, Plaintiff filed her Opposition. Union Bank filed its Reply on June 4, 2020. On July 23, Plaintiff filed a Notice of Supplemental Authority.

16. On July 27, 2020, the Court denied Defendant's Motion to Vacate Arbitration Award. The Court lifted the stay of the proceedings and ordered that Plaintiff's First Amended Complaint be filed and served within 5 court days.

17. Plaintiff filed with the Court and served her First Amended Complaint on July 28, 2020.

18. On September 14, 2020, Union Bank filed its Answer to the First Amended Complaint, which included a general denial of the allegations and affirmative defenses.

19. Union Bank notified Plaintiff of its intent to move to reassign the case to a judicial referee under California Code of Civil Procedure Section 638, which Plaintiff opposed. The Parties submitted briefing on Defendant's Motion to Compel Judicial Reference, which was fully briefed as of February 1, 2021. The Court issued its tentative ruling on the Motion for Judicial Reference on February 4, 2021, to which the Parties submitted. That tentative ruling became the Order of the Court on February 8, 2021. The Court granted the Motion to Compel Judicial Reference.

20. The Parties met and conferred at length as to the identification and appointment of a Judicial Referee and, on April 13, 2021, submitted a Joint Status Report wherein they agreed to proceed in judicial reference before the Honorable Rita "Sunny" Miller (Ret.). Judge Miller was appointed as the Judicial Referee on April 21, 2021.

21. The Parties began exploring settlement and, thus, delayed starting the judicial reference proceedings on the merits of Plaintiff's claims. Those settlement talks did not progress,

and, on November 18, 2021, the Parties submitted a Joint Status Report asked to move forward with the judicial reference proceedings.

22. On November 12, 2021, Plaintiff served her Second Set of Interrogatories and Second Set of Requests for Production, to which Union Bank responded on January 19, 2022.

23. On November 30, 2021, the Parties had a case management conference with Judge Miller, during which Union Bank raised its intent to move for judgment on the pleadings. Thereafter, on December 10, 2021, the Parties submitted a Stipulation Regarding the Case Schedule to Judge Miller and, on December 13, 2021, Judge Miller entered an Order approving the proposed schedule.

24. On January 25, 2022, Union Bank filed its Motion for Judgment on the Pleadings.

25. On February 14, 2022, Plaintiff and Union Bank submitted a joint stipulation to stay the case pending mediation. They had re-engaged in settlement discussion and agreed to a private mediation.

26. Judge Miller entered an Order staying the case pending mediation on March 21, 2022, which Order stayed the time for Plaintiff to respond to the Motion for Judgment on the Pleadings.

27. In addition to arbitration-related discovery, which resulted in the production of all relevant Account agreements for the Class Period, Plaintiff and Union Bank engaged in informal discovery regarding an estimate of the aggregate amount of relevant overdraft fees assessed during the Class Period as well as analyzed and estimated the most probable calculation of damages recoverable by Plaintiff and the Class.

28. Plaintiff and Union Bank participated in a full-day mediation on April 22, 2022, with mediator Robert Meyer, Esq. of JAMS. They reached an agreement in principle to settle the matter, with the material terms memorialized in a Term Sheet dated May 4, 2022.

29. Plaintiff and Union Bank filed a Joint Status Report on May 5, 2022, confirming their agreement in principle and requesting that the Court continue the stay of all deadlines in the Action.

30. Following the stay of all deadlines in the Action, Plaintiff and Union Bank worked together to obtain the necessary Account-level transaction data for Plaintiff's expert to analyze to identify Accountholders in the Settlement Class and their respective APSN Fees. Plaintiff's expert has completed that analysis.

31. Plaintiff and Union Bank agreed to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of every Releasing Party (definitions below). U.S. Bank National Association thereafter acquired Union Bank, so the Defendant in the Action is now U.S. Bank National Association, as successor in interest to Union Bank. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

32. "Account" means any consumer checking account that was maintained by Union Bank in California.

33. "Accountholder" means any person who has or had any interest, whether legal or equitable, in an Account during the Class Period, and includes Current Accountholders and Past Accountholders.

34. "Action" means *Harrold v. Union Bank, N.A.*, Superior Court of California, Case

No. BC680214.

35. “APSN Fees” means Overdraft Fees that Union Bank charged and did not refund on Debit Card Transactions, during the Class Period, where there was a positive available balance at the time the transaction was authorized, but an insufficient balance at the time the transaction was presented to Union Bank for payment and posted to an Accountholder’s Account.

36. “Class Counsel” means:

KOPELOWITZ OSTROW P.A.
Jonathan M. Streisfeld, Esq.
1 West Las Olas Blvd.
Suite 500
Fort Lauderdale, FL 33301

TYCKO & ZAVAREEI, LLP
Andrea R. Gold, Esq.
1828 L Street NW
Suite 1000
Washington, DC 20036

and such other counsel as are identified in Class Counsel’s request for attorneys’ fees and costs.

37. “Class Period” means the period from October 19, 2013 through February 28, 2019.

38. “Class Representative” means Maureen Harrold.

39. “Court” means the Superior Court for the State of California.

40. “Current Accountholder” means a Settlement Class Member who had an Account that migrated to and is maintained at U.S. Bank (defined below) as of the date of Preliminary Approval or the Effective Date as specified herein.

41. “Debit Card” means a card or similar device issued or provided by Union Bank, including a debit card, check card, or automated teller machine (“ATM”) card, that can or could be used to debit funds from an Account by Point of Sale and/or ATM transactions.

42. “Debit Card Transaction” means a Point of Sale or ATM transaction using a Debit Card.

43. “Defendant” or “U.S. Bank” means U.S. Bank National Association, as successor in interest to MUFG Union Bank, National Association.

44. “Effective Date” shall be the later of: (1) 10 days after the time period has expired to appeal the judgment entered after the entry of the Final Approval Order without any appeal or motion to vacate judgment being filed; or (2) if an appeal of the judgment entered after the entry of Final Approval Order is taken, then the earlier of 10 days after the entry of an order dismissing the appeal or 10 days after the appeal has been finally resolved in the appellate court of last resort without any right to appeal or seek further review from another appellate court.

45. “Email Notice” means a short form of notice that shall be sent by email to Accountholders in the Settlement Class who agreed to receive account statements by email in the form attached as *Exhibit 1*.

46. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described in Section IV below.

47. “Final Approval” means the date that the Court enters the Final Approval Order granting final approval to the Settlement and determines the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Incentive Award to the Class Representative.

48. “Final Approval Hearing” is the hearing held before the Court wherein the Court will consider granting Final Approval to the Settlement and further determine the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Incentive Award to the Class Representative.

49. “Final Approval Order” means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Incentive Award to the Class Representative.

50. “Incentive Award” means any Court ordered payment to Plaintiff for serving as Class Representative, which is in addition to any payment due Plaintiff as a Settlement Class Member.

51. “Long Form Notice” means the form of notice that shall be posted on the Settlement Website and shall be available to the Settlement Class by mail on request made to the Settlement Administrator in the form attached as *Exhibit 2*.

52. “Net Settlement Fund” means the Settlement Fund, minus Court approved attorneys’ fees and costs to Class Counsel and any Court approved Incentive Award to Plaintiff.

53. “Notice” means the notices that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement.

54. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Postcard Notice, Email Notice, and Long Form Notice, which shall be substantially in the forms as the exhibits attached to the motion for Preliminary Approval.

55. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Notice.

56. “Overdraft Fee” means any fee assessed to an Accountholder for items paid when the Account has insufficient funds.

57. “Party” means each of Plaintiff or Defendant, and “Parties” collectively means Plaintiff and Defendant.

58. “Past Accountholder” means a Settlement Class Member who had an Account that did not migrate to U.S. Bank and/or was closed as of the date of Preliminary Approval or the Effective Date as specified herein.

59. “Plaintiff” means Maureen Harrold.

60. “Postcard Notice” shall mean the short form of notice that shall be sent by mail to Accountholders in the Settlement Class who did not agree to receive notices by email, or for whom the Settlement Administrator is unable to send Email Notice using the email address provided by Defendant, in the form attached as *Exhibit 1*.

61. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement, substantially in the form of the exhibit attached to the motion for Preliminary Approval.

62. “Preliminary Approval Order” means the order granting Preliminary Approval of this Settlement.

63. “Releases” means all the releases contained in Section XII.

64. “Released Claims” means all claims to be released as specified in Section XII.

65. “Released Parties” means Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them.

66. “Releasing Party” means each Settlement Class Member, and each of his or her respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through the Settlement Class Member or on the Settlement Class Member’s behalf.

67. “Settlement Administrator” means Kroll Settlement Administration LLC. Settlement Class Counsel and Defendant may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved

the Settlement preliminarily or finally. In the absence of agreement, either Settlement Class Counsel or Defendant may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

68. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding notice and settlement administration.

69. “Settlement Class” means all MUFG Union Bank, National Association consumer checking Accountholders in California who were assessed one or more APSN Fee during the Class Period. Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers, and directors; all Accountholders in the Settlement Class who make a timely election to be excluded by opting-out; and all judges and judicial referees assigned to these proceedings and their immediate family members.

70. “Settlement Class Member” means Plaintiff and any member of the Settlement Class who has not opted-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment.

71. “Settlement Class Member Payment” means the cash distribution that will be made from the Net Settlement Fund to each Settlement Class Member, pursuant to the payment allocation terms of the Settlement.

72. “Settlement Fund” means the \$5,000,000.00 common cash fund Defendant is obligated to pay under the Settlement. The Settlement Fund will be funded into an escrow account established by the Settlement Administrator within 10 days of the Court’s entry of the Preliminary Approval Order.

73. “Settlement Website” means the website that the Settlement Administrator will establish as a means for the Settlement Class to obtain notice of and information about the

Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, Preliminary Approval Order, Final Approval Order, final judgment, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be www.harroldunionbankoverdraftlitigation.com, or such other URL as Class Counsel and Defendant agree upon in writing. The Settlement Website shall not include any advertising and shall not bear or include the Defendant's logo or Defendant's trademarks.

III. Certification of the Settlement Class

74. For Settlement purposes only, Plaintiff will file, and Defendant will not oppose, a motion consistent with this Agreement to certify the Settlement Class under CAL. R. CT. 3.769(d).

IV. Settlement Consideration and Escrow Account

75. Subject to approval by the Court, Defendant shall establish a cash Settlement Fund of \$5,000,000.00 and separately further pay the Settlement Administration Costs. The Settlement Fund shall be used to pay Settlement Class Members their respective Settlement Class Member Payments; any and all attorneys' fees and costs awarded to Class Counsel; any Incentive Award to the Class Representative; and any *cy pres* payment required under this Agreement. Defendant shall not be responsible for any other payments under this Agreement.

76. The Settlement Fund shall be paid by Defendant into the Escrow Account within 10 days of Preliminary Approval.

77. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's counsel, Plaintiff,

and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Escrow Account. Defendant and Defendant's counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant and Defendant’s counsel and Plaintiff and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

78. Plaintiff agrees that all of her Accounts (including any Accounts she holds jointly with others) with Defendant will be closed within 60 calendar days of the date of the execution of this Agreement.

V. Settlement Approval

79. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an order granting Preliminary Approval of this Settlement. The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendant. The motion for Preliminary Approval shall, among other things, request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to CAL. R. CT. 3.769(d) for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth herein below for Accountholders in the Settlement Class to opt-out from the Settlement Class or to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and counsel for Defendant, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the

Settlement and Class Counsel's application for attorneys' fees and costs and for an Incentive Award to the Class Representative.

VI. Discovery and Settlement Data

80. Class Counsel and Union Bank engaged in certain informal discovery related to liability and damages. Additionally, for purposes of effectuating the Settlement, Union Bank made available to Class Counsel and its expert, certain data for the entirety of the Class Period that allowed Plaintiff's expert to determine the Accountholders in the Settlement Class and ultimately the amount of alleged Settlement Class Member damages. Because Plaintiff's expert did not have access to Accountholders in the Settlement Class names or Account numbers, Plaintiff's expert provided his results to Union Bank, which created a list of Accountholders in the Settlement Class and their electronic mail and postal addresses. Defendant will provide that list to the Settlement Administrator to provide Notice and for use in distributing Settlement Class Member Payments.

VII. Settlement Administrator

81. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and distributing the Settlement Fund as provided herein.

82. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

a. Use the name and address information for Accountholders in the Settlement Class provided by Defendant in connection with the Notice Program approved by the Court, for the purpose of distributing the Postcard Notice and sending the Email Notice, and later mailing distribution checks to Past Accountholder Settlement Class Members, and to Current Accountholder Settlement Class Members where it is not feasible or reasonable for Defendant to

make the payment by a credit to the Settlement Class Members' Accounts;

b. Establish and maintain a post office box for requests to opt-out from the Settlement Class;

c. Establish and maintain the Settlement Website;

d. Establish and maintain an automated toll-free telephone line for Accountholders in the Settlement Class to call with Settlement-related inquiries, and answer the frequently asked questions of the Settlement Class who call with or otherwise communicate such inquiries;

e. Respond to any mailed Settlement Class inquiries;

f. Process all opt-out requests from the Settlement Class;

g. Provide weekly reports to Class Counsel and Defendant's counsel that summarizes the number of opt-out requests received that week, the total number of opt-out requests received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Accountholder in the Settlement Class who timely and properly opted-out from the Settlement Class, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

i. Distribute Settlement Class Member Payments by check to Past Accountholder Settlement Class Members;

j. Provide to Defendant the amount of the Settlement Class Member Payments to Current Accountholder Settlement Class Members from the Settlement Fund and instruct Defendant to initiate the credits by direct deposit of Settlement Class Member Payments to Current Accountholder Settlement Class Members.

k. If residual funds exist after the first distribution, repay Defendant for the amount of

Settlement Administration Costs it paid;

l. Pay invoices, expenses, and costs upon approval by Class Counsel and Defendant, as provided in this Agreement; and

m. Any other Settlement-administration-related function at the instruction of Class Counsel and Defendant's counsel, including, but not limited to, verifying that the Settlement Funds has been distributed.

83. The Settlement Administrator provided a reasonable estimated bid to administer the Notice Program and otherwise perform the duties of Settlement Administrator required by this Agreement (see <https://www.kroll.com/en/services/settlement-administration>). The reasonableness of the bid accounts for the direct costs associated with the Notice Program and the later distribution of Settlement Class Member Payments following entry of the Final Approval Order, and the hourly rates for the work of the Settlement Administrator to perform the tasks required by this Agreement are competitively priced. The Settlement Administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.

84. Defendant shall pay the Settlement Administration Costs. Residual Funds, if any, shall be paid first to Defendant to reimburse it for these costs as indicated in Section XI.

VIII. Notice to Settlement Class

85. As soon as practicable after Preliminary Approval of the Settlement, at the direction of Class Counsel and Defendant's counsel, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Accountholders in the Settlement Class may exclude themselves from or "opt-out" of the Settlement Class; a date by which Settlement Class Members may object to the Settlement;

the location and date of the Final Approval Hearing; and the address of the Settlement Website at which Accountholders in the Settlement Class may access this Agreement and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. The Long Form Notice will be translated to Spanish language and a Spanish language notation will be made on the Postcard Notice and Email Notice regarding the available translated Long Form Notice.

86. The Notice also shall include a procedure for members of the Settlement Class to opt-out of the Settlement Class. An Accountholder in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period, provided the opt-out notice is postmarked no later than the last day of the Opt-Out Period. Requests to opt-out of the Settlement must be mailed to the Settlement Administrator. Any Accountholder in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement. If an Account has more than one Accountholder, and if one Accountholder opts-out himself or herself from the Settlement Class, then all Accountholders on that Account shall be deemed to have opted-out of the Settlement with respect to that Account, and no Accountholder shall be entitled to a payment under the Settlement.

87. The Notice also shall include a procedure for Settlement Class Members to make a written objection to the Settlement and/or to Class Counsel's application for attorneys' fees and costs and/or Incentive Award for the Class Representative. Written objections to the Settlement, to the application for fees and costs, and/or to the Incentive Award must be mailed to the Settlement Administrator and not filed with the Court. For a written objection to be considered by the Court,

the objection must be submitted no later than the last day of the Opt-Out Period, as specified in the Notice. If submitted by mail, a written objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

88. Written objections should include the following:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. a statement confirming whether the objector or any counsel for the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- e. the objector's signature (an attorney's signature is not sufficient).

89. Notice shall be provided to Accountholders in the Settlement Class in three different ways: (a) Email Notice to Accountholders for whom Defendant has email addresses; (b) Postcard Notice to those Accountholders for whom Defendant does not have email addresses; and (c) Long Form Notice with greater detail than the Email Notice and Postcard Notice, which shall be available on the Settlement Website and/or via mail upon request by an Accountholder in the Settlement Class. Not all Accountholders in the Settlement Class will receive all three forms of Notice, as detailed herein.

90. The Email Notice, Postcard Notice, and Long Form Notice shall be in forms approved by the Court, and substantially similar to the notice forms attached hereto as ***Exhibits 1*** and ***2***. The Parties may by mutual written consent make non-substantive changes to the Notices

without Court approval.

91. Defendant has made available the necessary data to Class Counsel's expert to determine the Accountholders in the Settlement Class. Defendant will bear the expense of extracting the necessary data made available to Class Counsel's expert for analysis, and Class Counsel shall be responsible for paying Class Counsel's expert, who analyzed the data provided to determine the Accountholders in the Settlement Class and the amount of the Settlement Class's alleged damages.

92. Once the Settlement Administrator has the list for Accountholders in the Settlement Class, the Settlement Administrator shall send out Email Notice to all Accountholders in the Settlement Class receiving Notice by that method. For those Accountholders in the Settlement Class for whom Defendant does not have email addresses, the Settlement Administrator shall run the physical addresses provided by Defendant through the National Change of Address Database and shall mail to all such Accountholders in the Settlement Class Postcard Notice. The initial Mailed Postcard and Email Notice shall be referred to as "Initial Mailed Notice."

93. The Settlement Administrator shall perform reasonable address traces for Initial Mailed Notice postcards that are returned as undeliverable. By way of example, a "reasonable" tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Accountholders in the Settlement Class whose new addresses were identified as of that time through address traces ("Notice Re-mailing Process"). The Settlement Administrator shall also send Postcard Notice to all Accountholders in the Settlement Class whose emails were returned as undeliverable and complete such Notice pursuant to the deadlines described herein as they relate to the Notice Re-mailing Process. The Opt-Out Period shall be extended for a period of 15 days

for any Accountholder in the Settlement Class that is sent a Postcard Notice as part of the Notice Re-mailing Process.

94. The Notice Program shall be completed no later than 60 days before the Final Approval Hearing.

95. The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. In addition to weekly updates to the Parties regarding the progress of the Notice Program and the declaration or affidavit by the Settlement Administrator in advance of the Final Approval Hearing and in support of the motion for Final Approval, a summary report of the Notice Program shall be provided to the Parties three days prior to the Final Approval Hearing. The database maintained by the Settlement Administrator regarding the Notices shall be available to the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party as it contains bank account information for each member of the Settlement Class. Protecting bank account information is in the best interest of the Settlement Class.

96. Costs related to the Notice Program shall be paid by Defendant. Residual Funds, if any, shall be paid first to Defendant to reimburse it for these costs, as indicated in Section XI.

97. Within the provisions set forth in this Section VIII, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Defendant.

IX. Final Approval Order and Judgment

98. Plaintiff's motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled Final Approval Hearing date and location. Plaintiff shall file her motion for Final Approval of the Settlement no later than 45 days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees and costs

and for the Incentive Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees and costs or the Incentive Award application. If the date or location of the Final Approval Hearing changes, that information will be included on the Settlement Website for the Settlement Class's benefit. Notice to Settlement Class Members of final judgment will be posted on the Settlement Website.

99. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and final judgment thereon, and whether to approve Class Counsel's application for attorneys' fees and costs and Incentive Award for the Class Representative. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Bar and enjoin every Releasing Party from asserting any of the Released Claims; bar and enjoin every Releasing Party from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Calculation and Disbursement of Settlement Class Member Payments

100. The calculation and implementation of payment allocations of the Settlement Fund shall be done by Class Counsel and its expert for the purpose of compensating Settlement Class Members. The methodology provided for herein will be applied to the data as consistently, sensibly, and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations. Consistent with its contractual, statutory, and regulatory obligations to maintain the security of and protect its customers' private financial information, Defendant made available such data and information as was reasonably needed by Class Counsel and its expert to confirm and/or effectuate the calculations and payment allocations contemplated by this Agreement. Class Counsel shall confer with Defendant's counsel concerning any additional data and information needed.

101. The Net Settlement Fund shall be paid *pro rata* to the Settlement Class Members using the following calculation:

- a. The dollar amount of the Net Settlement Fund divided by the total number of APSN Fees paid by all members of the Settlement Class, which yields a per-fee amount;
- b. Multiply the per-fee amount by the total number of APSN Fees for each Settlement Class Member; and
- c. This results in the individual Settlement Class Member Payment amount.

102. The Parties agree the foregoing payment allocation formula is exclusively for purposes of computing, in a reasonable and efficient fashion, the amount of any Settlement Class Member Payment each Settlement Class Member should receive from the Net Settlement Fund. The fact that this payment allocation formula will be used is not intended and shall not be used for any other purpose or objective whatsoever.

103. To estimate the dollar amount that Settlement Class Members will receive, the

Parties agree that the best estimate of the per-fee amount is \$8.14, which is calculated by multiplying \$33.00 (OD Fee amount charged throughout the Class Period) by 37% (estimated percentage of recovery from the settlement) and then reducing that amount by 33.33% (the maximum amount that Class Counsel are entitled to seek for attorneys' fees). The actual per-fee amount that will be included in the Settlement Class Member Payments will be slightly reduced by the additional award of Class Counsel's litigation costs and the Incentive Award to the Class Representative.

104. Within 15 days after the Effective Date, the Settlement Administrator shall identify to Defendant the full amount of Settlement Class Member Payments, along with the amount of each Settlement Class Member Payment to be credited to Current Accountholders' Accounts.

105. As soon as practicable but no later than 60 days from the Effective Date, Defendant and the Settlement Administrator shall distribute the Net Settlement Fund to Settlement Class Members, as follows:

a. Settlement Class Member Payments to Current Accountholders shall be made by a credit to those Accountholders' U.S. Bank National Association accounts maintained at the time of the credit. The Settlement Administrator shall transfer the funds necessary for Defendant to make these credits at least 10 days before Defendant's deadline to make the credits. Defendant shall notify Current Accountholders of any such credit on the Account statement on which the credit is reflected by stating "APSN Fee Refund" or something similar. Defendant will bear any costs associated with implementing the credits and notification required by this paragraph. If by the deadline for Defendant to apply credits of Settlement Class Member Payments to Current Accountholders' Accounts, Defendant is unable to complete certain credits, or it is not feasible or reasonable to make the payment by a credit, Defendant shall deliver the total amount of such unsuccessful Settlement Class Member Payment credits to the Settlement Administrator to be paid by check in accordance

with subparagraph b. below.

b. Settlement Fund Payments to Past Accountholders will be made by check with an appropriate legend, in a form approved by Class Counsel and Defendant's counsel, to indicate that it is from the Settlement Fund. Checks will be cut and mailed by the Settlement Administrator and will be sent to the addresses that the Settlement Administrator identifies as valid. Checks shall be valid for 180 days. For jointly held Accounts, checks will be payable to all Accountholders, and will be mailed to the first Accountholder listed on the Account. The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of Settlement Funds whose check is returned by the Postal Service as undeliverable (such as by running addresses of returned checks through the Lexis/Nexis database that can be utilized for such purpose), and will re-mail it once to the updated address, or, in the case of a jointly held Account, and in the Settlement Administrator's discretion, to an Accountholder other than the one listed first. In the event of any complications arising in connection with the issuance or cashing of a check, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's counsel. Absent specific instructions from Class Counsel and Defendant's counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. All costs associated with the process of printing and mailing the checks and any accompanying communication to Past Accountholders shall be borne by Defendant.

106. The amount of the Net Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator shall be held by the Settlement Administrator for up to one year from the date that the Settlement Administrator mails the first distribution check. During this time, the Settlement Administrator shall make a reasonable effort to locate intended recipients of Settlement Class Member Payments whose checks were returned (such as by running addresses of

returned checks through the Lexis/Nexis database that can be utilized for such purpose) to effectuate delivery of such checks. The Settlement Administrator shall make only one such additional attempt to identify updated addresses and re-mail or re-issue a distribution check to those for whom an updated address was obtained.

XI. Disposition of Residual Funds

107. Within one year after the date the Settlement Administrator mails the first Settlement Class Member Payment, any remaining amounts resulting from uncashed checks (“Residual Funds”) shall be distributed as follows:

a. First, any Residual Funds shall be payable to Defendant for the amount that it paid for Settlement Administration Costs.

b. Second, any Residual Funds remaining after distribution shall be distributed on a *pro rata* basis to participating Settlement Class Members who received Settlement Class Member Payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair. Should such a second distribution be made, Current Accountholders shall receive an Account credit and Past Accountholders will receive a check. Any second distribution checks shall be valid for 90 days.

c. Third, in the event the costs of preparing, transmitting and administering such subsequent payments to Settlement Class Members do not make individual distributions economically feasible or practical or other specific reasons exist that would make such further distributions impossible or unfair, or if such a second distribution is made and Residual Funds still remain, Class Counsel and Defendant shall seek the Court’s approval to distribute the Residual Funds to a *cy pres* recipient in accordance with California Code of Civil Procedure Section 384.

The Parties shall propose California Jump\$tart Coalition (<https://cajumpstart.org/about-us>) as the *cy pres* recipient, an entity that is a nonprofit organization or foundation to support projects that will benefit the Settlement Class or similarly situated persons and works to promote financial literacy in California. The Parties counsel shall identify their lack of interest or involvement in the governance or work of the *cy pres* recipient in a declaration supporting the request to approve the *cy pres* recipient.

d. Within 30 days after the date on which checks issued from the first distribution are no longer valid, the Parties shall submit a report to the Court identifying the total amount that was actually paid to Settlement Class and whether the Parties request approval of a second distribution or whether instead the *cy pres* payment should be made. The report will also request Court-approval of the *cy pres* recipient(s) for any residual funds that remain following the second distribution or that should immediately be paid in the event that there will be no second distribution. The final judgment shall be amended for that purpose pursuant to California Code of Civil Procedure Section 384.

e. All costs of any second distribution, including Defendant's internal costs of crediting Settlement Class Member Accounts, shall come from the Residual Funds, and Defendant is not required to pay these costs as Settlement Administration Costs. Costs for delivery of Residual Funds to a *cy pres* recipient shall also come from the Residual Funds.

XII. Releases

108. As of the date Defendant completes an Account credit for a Settlement Class Member Payment or the date the Settlement Administrator sends a Settlement Class Member Payment by check, the Releasing Party shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies,

whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action relating to the assessment of APSN Fees by Defendant (“Released Claims”).

109. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Defendant in any forum, action, or proceeding of any kind.

110. With respect to all Released Claims, Plaintiff agrees that she is expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

111. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown,

suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, and contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

112. In addition to the releases made by Plaintiff and Settlement Class Members above, Plaintiff, including each and every one of her agents, representatives, attorneys, heirs, assigns, or any other person acting on her behalf or for her benefit, and any person claiming through her, makes the additional following general release of all claims, known or unknown, in exchange and consideration of the Settlement set forth in this Agreement. This named Plaintiff agrees to a general release of the Released Parties from all claims, demands, rights, liabilities, grievances, demands for arbitration, and causes of action of every nature and description whatsoever, known or unknown, pending or threatened, asserted or that might have been asserted, whether brought in tort or in contract, whether under state or federal or local law.

113. Nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present, or future amounts that may be owed by Plaintiff or by any Settlement Class Member on his/her accounts, loans, or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts. Likewise, nothing in this Agreement shall operate or be construed to release any defenses or rights of set-off that Plaintiff or any Settlement Class Member has, other than with respect to the claims expressly released by this Agreement, in the event Defendant and/or its assigns seeks to recover

any past, present, or future amounts that may be owed by Plaintiff or by any Settlement Class Member on his/her accounts, loans, or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts.

XIII. Payment of Attorneys' Fees and Costs and Incentive Award

114. Defendant agrees that Class Counsel shall be entitled to request an award of reasonable attorneys' fee of up to 33.33% of the Settlement Fund and request reimbursement of reasonable costs, to be determined by the Court. Any award of attorneys' fees and costs to Class Counsel shall be payable solely out of the Settlement Fund. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

115. The application for attorneys' fees and costs to be awarded to Class Counsel and for an Incentive Award for the Class Representative shall be filed not later than 75 days before the Final Approval Hearing.

116. Within seven days of the Court's entry of the Final Approval Order, the Settlement Administrator shall pay Class Counsel all Court-approved attorneys' fees and costs from the Settlement Fund. In the event the award of attorneys' fees is reduced on appeal, or if the Effective Date does not occur (either because approval of the Settlement is overturned or the Agreement is terminated for any reason), Class Counsel shall reimburse the Settlement Fund, within 10 business days of the entry of the order reducing the fees, overturning the approval of the Settlement on appeal, or the termination of the Agreement, the difference between the amount distributed and the reduced amount (in the event of a reduction) or the entirety of the amount (in the event approval is overturned or the Agreement is terminated).

117. After the attorneys' fees and costs have been paid to Class Counsel by the Settlement Administrator, Class Counsel shall be solely responsible for distributing each Class

Counsel firm's allocated share of such fees and costs to that firm. Defendant shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of attorneys' fees and costs or any other payments from the Settlement Fund not specifically described herein.

118. In the event the Effective Date does not occur, or the attorneys' fees or cost award is reduced following an appeal, each counsel and their law firms who have received any payment of such fees or costs shall be jointly and severally liable for the entirety. Further, each counsel and their law firms consent to the jurisdiction of the Court for the enforcement of this provision.

119. Defendant agrees that Class Counsel shall be entitled to request the Court to approve an Incentive Award to the Plaintiff as the Class Representative in an amount up to \$10,000.00, to be approved by the Court. The Incentive Award is to be paid by the Settlement Administrator to the Class Representative within 10 days of the Effective Date. The Incentive Award shall be paid to the Class Representative in addition to Class Representative's Settlement Class Member Payment. The Parties agree that the Court's failure to approve an Incentive Award, in whole or in part, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

120. The Parties negotiated and reached agreement regarding attorneys' fees and costs and the Incentive Award only after reaching agreement on all other material terms of this Settlement.

XIV. Termination of Settlement

121. This Settlement may be terminated by either Class Counsel or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 15 days (or such longer time as may be agreed in writing between Class Counsel and Defendant) after any of the following occurrences:

- a. Class Counsel and Defendant agree to termination;
- b. the Court rejects, materially modifies, materially amends, or changes, or declines to grant Preliminary Approval or Final Approval;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Defendant seeking to terminate the Settlement reasonably considers material;
- e. the Effective Date does not occur; or
- f. any other ground for termination provided for elsewhere in this Agreement.

122. Defendant also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 15 days after its receipt from the Settlement Administrator of any report indicating that the number of Accountholders in the Settlement Class who timely opt-out from the Settlement Class equals or exceeds 5% of the total Accountholders in the Settlement Class.

XV. Effect of a Termination

123. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

124. In the event of termination, Defendant shall have no right to seek reimbursement

from Plaintiff's Class Counsel, or the Settlement Administrator, for Settlement Administration Costs paid by Defendant. After payment of any invoices or other fees or costs mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund, to the extent any such fees or costs have been incurred given Defendant's obligation to directly pay Settlement Administration Costs, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within seven calendar days of termination.

125. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions hereof.

126. Certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification shall be vacated by its terms, and the Action shall revert to the status that existed before execution of this Agreement. Thereafter, Plaintiff shall be free to pursue any claims available to her, and Defendant shall be free to assert any defenses available to it, including but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

127. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

128. Defendant continues to dispute its liability for the claims alleged in the Action and maintains that its overdraft practices and representations concerning those practices complied, at

all times, with applicable laws and regulations and the terms of the account agreements with its Accountholders. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

129. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant informal discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Accountholders in the Settlement Class.

130. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

131. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Accountholders in the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be

deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

132. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIX. Miscellaneous Provisions

133. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

134. Binding Effect. This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of every Releasing Party and the Released Parties.

135. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

136. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

137. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party

hereto, except as provided for herein.

138. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

139. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

140. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

141. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining every Releasing Party from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order.

142. Notices. All notices to Class Counsel and Defendant's counsel provided for herein,

shall be sent by email with a hard copy sent by overnight mail to:

KOPELOWITZ OSTROW P.A.
Jonathan M. Streisfeld, Esq.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Email: streisfeld@kolawyers.com
Class Counsel

TYCKO & ZAVAREEI, LLP
Andrea Gold, Esq.
1828 L Street Northwest
Suite 1000
Washington, DC 20036
Email: agold@tzlegal.com
Class Counsel

DAVIS WRIGHT TREMAINE LLP
Nancy R. Thomas, Esq.
865 South Figueroa Street
Suite 2400
Los Angeles, CA 90017-2566
Email: nancythomas@dwt.com
Counsel for Defendant

The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

143. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendant and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

144. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

145. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and counsel for Defendant (for Defendant), represent and warrant that the persons signing this

Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

146. Agreement Mutually Prepared. Neither Defendant nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

147. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Defendant has provided and is providing information that Plaintiff reasonably requests to identify Accountholders in the Settlement Class and the alleged damages they incurred. The Parties agree that this Settlement is reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

148. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page Follows

Dated: Dec 15, 2023 _____

maureen harrold
maureen harrold (Dec 15, 2023 15:10 PST)

MAUREEN HARROLD
Plaintiff

Dated: Dec 15, 2023 _____

Jonathan Streisfeld
Jonathan Streisfeld (Dec 15, 2023 08:45 EST)

Jonathan M. Streisfeld, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: Dec 15, 2023 _____

Andrea Gold
Andrea Gold (Dec 15, 2023 09:20 EST)

Andrea Gold, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: _____

U.S. BANK NATIONAL ASSOCIATION, as
successor in interest to MUFG UNION BANK,
NATIONAL ASSOCIATION

By: _____
ITS _____

Dated: _____

Nancy R. Thomas, Esq.
DAVIS WRIGHT TREMAINE LLP
Counsel for Defendant

Dated: _____

MAUREEN HARROLD
Plaintiff

Dated: _____

Jonathan M. Streisfeld, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: _____

Andrea Gold, Esq.
TYCKO & ZAVAREEL LLP
Class Counsel

Dated: 12-26-2023

U.S. BANK NATIONAL ASSOCIATION, as
successor in interest to MUFG UNION BANK,
NATIONAL ASSOCIATION

derik farrar (Derek Farrar)
By: *SVP Head of Personal Deposits*
ITS _____

Dated: 12-27-2023

Nancy R. Thomas
Nancy R. Thomas, Esq.
DAVIS WRIGHT TREMAINE LLP
Counsel for Defendant