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13 *Class*

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

16 MAUREEN HARROLD, on behalf of herself  
17 and all other similarly situated,

18 Plaintiff,

19 v.

20 MUFG UNION BANK, N.A.,

21 Defendant.

CASE NO.: BC680214

CLASS ACTION

**DECLARATION OF  
SCOTT M. FENWICK OF KROLL  
SETTLEMENT ADMINISTRATION LLC  
IN CONNECTION WITH FINAL  
APPROVAL OF SETTLEMENT**

Date: July 25, 2024

Time: 10:00 AM

1 I, Scott M. Fenwick, declare as follows:

2 **INTRODUCTION**

3 1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the  
4 Settlement Administrator appointed in the above-captioned case, whose principal office is located  
5 at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age  
6 and am authorized to make this declaration on behalf of Kroll and myself. The following statements  
7 are based on my personal knowledge and information provided by other experienced Kroll  
8 employees working under my general supervision. This declaration is being filed in connection  
9 with Final Approval of the Settlement.

10 2. Kroll has extensive experience in class action matters, having provided services in  
11 class action settlements involving antitrust, securities fraud, labor and employment, consumer, and  
12 government enforcement matters. Kroll has provided notification and/or claims administration  
13 services in more than 3,000 cases.

14 **BACKGROUND**

15 3. Kroll was appointed as the Settlement Administrator to provide notification and  
16 settlement administration services in connection with that certain Amended Settlement Agreement  
17 and Releases (the “Settlement Agreement”) entered into in this Action. Kroll’s duties in connection  
18 with the Settlement have and will include: (a) receiving and analyzing the Settlement Class contact  
19 list (the “Class List”) from Defendant’s counsel; (b) creating a Settlement Website; (c) establishing  
20 a toll-free telephone number; (d) establishing a post office box for the receipt of mail; (e) preparing  
21 and sending the Postcard Notice via first-class mail; (f) preparing and sending the Email Notice;  
22 (g) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding  
23 addresses; (h) receiving and processing undeliverable mail, without a forwarding address, from the  
24 USPS; (i) receiving and processing opt out requests and objections; and (j) such other tasks as  
25 counsel for the Parties or the Court request Kroll to perform.

26 **NOTICE PROGRAM**

27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement as defined below.

1     **Data and Case Setup**

2             4.       On February 26, 2024, Kroll received one (1) data file from the Defendant’s counsel.  
3     The file contained 109,486 physical addresses and 120,094 email addresses for Settlement Class  
4     Members. Kroll undertook several steps to reconcile the two lists and compile the eventual Class  
5     List for the emailing and mailing of Notices. The data file was cleansed and de-duped, leaving  
6     81,251 unique account numbers, of which 53,738 accounts contained 105,158 unique email  
7     addresses, and of which 27,513 accounts had only a physical address available. A roll-up was then  
8     conducted to load the physical addresses and email addresses of all accountholders into their  
9     respective records, which were created by each unique account number. Kroll then created an Email  
10    Notice list inclusive of all email addresses available for the 53,738 accounts. This list was further  
11    cleansed by removing invalid email addresses, resulting in 70,848 email addresses which were to  
12    be sent Email Notice. All accounts that either did not successfully receive an Email Notice or did  
13    not have an email listed in the original data were sent Postcard Notices to the physical address on  
14    file for the primary account holders. Additionally, in an effort to ensure that Postcard Notices would  
15    be deliverable to Settlement Class Members, Kroll ran the Class List through the USPS’s National  
16    Change of Address (“NCOA”) database and updated the Class List with address changes received  
17    from the NCOA.

18             5.       On August 16, 2023, Kroll established a toll-free telephone number, (833) 933-  
19    7977, for Settlement Class Members to call and obtain additional information regarding the  
20    Settlement through an Interactive Voice Response (“IVR”) system. As of June 7, 2024, the IVR  
21    system has received 311 calls.

22             6.       On August 16, 2023, Kroll designated a post office box with the mailing address  
23    *Harrold v. MUFG Union Bank*, c/o Kroll Settlement Administration LLC, PO Box 225391, New  
24    York, NY 10150-5391, in order to receive requests for exclusion, objections, and correspondence  
25    from Settlement Class Members.

26     **The Settlement Website**

27             7.       On January 25, 2024, Kroll created a dedicated Settlement Website entitled  
28    [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com). The Settlement Website “went live” on May 13,

1 2024, and contains information about the Settlement, including important dates such as the Final  
2 Approval Hearing date and the deadlines to opt-out or object, answers to frequently asked  
3 questions, and contact information for the Settlement Administrator. The Settlement website also  
4 contains a downloadable copy of documents relating to the Settlement, including the Settlement  
5 Agreement, Long Form Notice (in Spanish and English), and Preliminary Approval Order.

6 8. On May 10, 2024, Kroll published downloadable copies of Class Counsel's motion  
7 for attorneys' fees and all declarations filed in support of that motion to the Settlement Website.

8 9. As of June 7, 2024, 3,026 unique users have visited the Settlement Website. Kroll  
9 has responded to eighty-one (81) inquiries from visitors to the website. As of June 7, 2024, no  
10 requests for the Long Form Notice have been received.

### 11 **The Notice Program**

12 10. On March 13, 2024, Kroll caused the Email Notice to be sent to the 70,848 email  
13 addresses on file for Settlement Class Members as noted above. A true and correct copy of a  
14 complete exemplar Email Notice (including the subject line) is attached hereto as **Exhibit A**. Of  
15 the 70,848 emails attempted for delivery, 6,746 emails were rejected/bounced back as  
16 undeliverable. This resulted in 3,853 unique account numbers who were sent Email Notice not  
17 receiving any Email Notice successfully.

18 11. On April 19, 2024, Kroll caused 31,366 Postcard Notices to be mailed via first-class  
19 mail. This number is inclusive of the 27,513 Settlement Class Members without an associated email  
20 address and the 3,853 Settlement Class Members who did not successfully receive Email Notice as  
21 noted above. A true and correct copy of the Postcard Notice, as well as the Long Form Notice, and  
22 the Spanish version of the Long Form Notice are attached hereto as **Exhibits B, C, and D**  
23 respectively. As referenced above, both versions of the Long Form Notice are available for  
24 download on the Settlement Website.

### 25 **NOTICE PROGRAM REACH**

26 12. As of May 15, 2024, 174 Postcard Notices were returned by the USPS with a  
27 forwarding address. Of those, 154 Postcard Notices were automatically re-mailed to the updated  
28

1 addresses provided by USPS. The remaining twenty (20) Postcard Notices were re-mailed by Kroll  
2 to the updated address provided by the USPS.

3 13. As of June 7, 2024, 2,823 Postcard Notices were returned by the USPS as  
4 undeliverable as addressed, without a forwarding address. Kroll ran 2,789 undeliverable records  
5 through an advanced address search.<sup>2</sup> The advanced address search produced 2,249 updated  
6 addresses. Kroll re-mailed Postcard Notices beginning on May 2, 2024, and completed the Notice  
7 Program on May 23, 2024. Kroll has re-mailed Postcard Notices to the 2,249 updated addresses  
8 obtained from the advanced address search. Of the 2,249 re-mailed Postcard Notices, 200 have  
9 been returned as undeliverable a second time.

10 14. Out of the 81,251 unique accounts Kroll sent Notice to, 540 Postcard Notices were  
11 unable to be traced, 200 Postcard Notices were returned undeliverable a second time, and thirty-  
12 four (34) Postcard Notices were returned following the end of the Notice Program. Therefore, Kroll  
13 has reason to believe that 80,477 of the 81,251 unique accounts for which Notice was emailed or  
14 mailed received Notice successfully. This equates to a reach rate of the direct Notice Program of  
15 approximately 99%. A 99% reach rate is consistent with other court-approved, best-practicable  
16 notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches<sup>3</sup>  
17 over 70% of targeted settlement class members is considered a high percentage and the “norm” of  
18 a notice campaign.<sup>4</sup>

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24 <sup>2</sup> The remaining 34 undeliverable Notices received to date were received after the advanced address  
25 search was run and therefore those records were not included in the search.

26 <sup>3</sup> FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language*  
27 *Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide  
28 suggests that the minimum threshold for adequate notice is 70%.

<sup>4</sup> Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action*  
*Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).



# Exhibit A

Subject: Your Class Action Settlement Notice - MUFGE Union Bank Overdraft Fees

Class Member ID: <<Refnum>>

*Maureen Harrold v. MUFGE Union Bank, N.A.*

Case No. BC680214

## NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

### **IF YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON A UNION BANK CONSUMER CHECKING ACCOUNT FROM OCTOBER 19, 2013, THROUGH FEBRUARY 28, 2019, THEN YOU MAY BE ENTITLED TO A PAYMENT OR CREDIT FROM A CLASS ACTION SETTLEMENT**

Para una notificación en español, visite nuestro sitio de web: [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com)

This is not a solicitation from a lawyer.

The Superior Court for the State of California, County of Los Angeles has authorized this Notice.

You may be a Settlement Class Member in *Maureen Harrold v. MUFGE Union Bank, N.A.* (the “Action”), in which the Plaintiff, Maureen Harrold, alleges that Defendant MUFGE Union Bank, N.A. (“Union Bank”) improperly assessed and collected APSN Fees on certain Debit Card Transactions. Union Bank maintains it did nothing wrong but has agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Court has not decided which side is right.

If you are a Settlement Class Member and the Settlement is approved, you may be entitled to receive a Settlement Class Member Payment from a \$5,000,000 Settlement Fund. The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing on July 25, 2024. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payment from the Settlement Fund of up to \$10,000 as an Incentive Award to the Plaintiff or Class Representative; up to 33.33%, or \$1,666,650, of the Settlement Fund as attorneys’ fees; and reimbursement of Class Counsel’s litigation costs not to exceed \$60,485.10. Subject to the Court’s approval, the attorneys’ fees will be split as follows: 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 & Zavareei LLP and Kopelowitz Ostrow P.A. will each receive 40% of the remainder of the attorneys’ fees; and KaleilGold PLLC will receive the final 20% of the attorneys’ fees. If the Court grants Final Approval of the Settlement and you do not opt-out from the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, the Bank has agreed to issue a credit to your Account or a cash payment to you if you are no longer a customer.

**To obtain a Long Form Notice and other important documents, please visit [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com). Alternatively, you may call (833) 933-7977.**

*If you do not want to participate in this Settlement—you do not want to receive a credit or a Settlement Class Member Payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than June 25, 2024. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting a written objection postmarked no later than June 25, 2024. You may also personally appear and/or testify at the Final Approval Hearing. You may learn more about the opt-out, objection and option to appear at the hearing procedures by visiting [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com) or by calling (833) 933-7977.*

**If you do not take any action, you will be legally bound by the Settlement and any orders or judgment entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Union Bank.**



# Exhibit B

Harrold v. MUFG Union Bank  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

**ELECTRONIC SERVICE REQUESTED**

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

**Postal Service: Please do not mark or cover barcode**

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

**NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT**

**IF YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON A UNION BANK CONSUMER CHECKING ACCOUNT FROM OCTOBER 19, 2013, THROUGH FEBRUARY 28, 2019, THEN YOU MAY BE ENTITLED TO A PAYMENT OR CREDIT FROM A CLASS ACTION SETTLEMENT**

Para una notificación en español, visite nuestro sitio de web: [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com)

This is not a solicitation from a lawyer.

The Superior Court for the State of California, County of Los Angeles has authorized this Notice.

You may be a Settlement Class Member in *Maureen Harrold v. MUFG Union Bank, N.A.* (the “Action”), in which the Plaintiff, Maureen Harrold, alleges that Defendant MUFG Union Bank, National Association, now succeeded in interest by U.S. Bank National Association (the “Bank”) improperly assessed and collected APSN Fees on certain debit card transactions. The Bank maintains it did nothing wrong but has agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Court has not decided which side is right.

If you are a Settlement Class Member and the Settlement is approved, you may be entitled to receive a cash payment from a \$5,000,000 Settlement Fund. The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing on July 25, 2024. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payment from the Settlement Fund of up to \$10,000 as an Incentive Award to the Class Representative; up to 33.33%, or \$1,666,650, of the Settlement Fund as attorneys’ fees; and reimbursement of Class Counsel’s litigation costs not to exceed \$60,485.10. Subject to the Court’s approval, the attorneys’ fees will be split as follows: 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 & Zavareei LLP and Kopelowitz Ostrow P.A. will each receive 40% of the remainder of the attorneys’ fees; and KalieGold PLLC will receive the final 20% of the attorneys’ fees. If the Court grants Final Approval of the Settlement and you do not opt-out from the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, the Bank has agreed to issue a credit to your Account or a cash payment to you if you are no longer a customer.

**To obtain a Long Form Notice and other important documents, please visit [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com). Alternatively, you may call (833) 933-7977.**

*If you do not want to participate in this Settlement—you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than **June 25, 2024**. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting a written objection postmarked no later than **June 25, 2024**. You may also personally appear and/or testify at the Final Approval Hearing. You may learn more about the opt-out, objection and option to appear at the hearing procedures by visiting [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com) or by calling (833) 933-7977.*

**If you do not take any action, you will be legally bound by the Settlement and any orders or judgment entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against the Bank.**

# Exhibit C

*Maureen Harrold v. MUFG Union Bank, N.A.*  
*Case No. BC680214*

**NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT**

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED  
SETTLEMENT MAY AFFECT YOUR RIGHTS!**

**IF YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON A UNION BANK  
CONSUMER CHECKING ACCOUNT FROM OCTOBER 19, 2013 THROUGH  
FEBRUARY 28, 2019, THEN YOU MAY BE ENTITLED TO A PAYMENT OR  
CREDIT FROM A CLASS ACTION SETTLEMENT**

This is not a solicitation from a lawyer.

The Superior Court for the State of California, County of Los Angeles has authorized this Notice.

A Settlement has been reached in a class action lawsuit claiming that MUFG Union Bank, National Association, now succeeded in interest by U.S. Bank National Association, breached its contract with Accountholders and improperly assessed and collected APSN Fees on certain debit card transactions. U.S. Bank National Association, as successor-in-interest to MUFG Union Bank, National Association is referred to in this Notice as “the Bank.” The Bank maintains it did nothing wrong; however, it has agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Court has not decided which side is right.

A cash Settlement Fund of \$5,000,000 has been established to pay Settlement Class Member Payments and any attorneys’ fees and costs and Incentive Award ordered by the Court. Current and Past Accountholders assessed APSN Fees by MUFG Union Bank, National Association (“Union Bank”) may be eligible for a Settlement Class Member Payment from the Settlement Fund.

Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING AND RECEIVE A PAYMENT OR ACCOUNT CREDIT</b>	If you don’t do anything and the Settlement is approved, you will receive a payment or account credit from the Settlement Fund so long as you do not opt-out of or exclude yourself from the Settlement (described in the next box).
<b>OPT-OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	You can choose to exclude yourself from the Settlement or “opt-out.” This means you choose not to participate in the Settlement. You will keep your individual claims against the Bank, but you will not receive a payment or account credit. If you opt-out of the Settlement, but want to recover against the Bank, you will have to file a separate lawsuit or claim.
<b>OBJECT TO THE SETTLEMENT</b>	You may mail an objection to the Settlement Administrator explaining why you believe the Court should reject the Settlement. If the Settlement is approved and your objection is overruled by the Court, then you may receive a payment or account credit, and you will not be able to sue the Bank for the claims asserted in this Action. If the Court agrees with your objection, then the Settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

The Court in charge of this Action still has to decide whether to approve the Settlement. Payments and account credits will be provided if the Court approves the Settlement and after any appeals, if filed, are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. What is this lawsuit about?**

The lawsuit that is being settled is entitled *Maureen Harrold v. MUFG Union Bank, N.A.* It is pending in the Superior Court for the State of California, County of Los Angeles, Case No. BC680214 (the “Action”). The case is a class action. That means that the Class Representative, Maureen Harrold, is an individual who is acting on behalf of Accountholders who were assessed certain Overdraft Fees called “APSN Fees” from October 19, 2013, through February 28, 2019. 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 the Bank for payment and posted to an Accountholder’s account. The Class Representative has asserted claims for breach of the Account Agreement, violations of the California Unfair Competition Law and California Consumer Legal Remedies Act, and statutory fraud.

The First Amended Complaint in this Action is posted on the Settlement Website and contains all of the allegations and claims asserted against Union Bank. The Bank maintains that it did nothing wrong but has agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Court has not decided which side is right.

After the end of the Class Period in this Action, U.S. Bank National Association acquired Union Bank. That is why the real Party in interest in the lawsuit is now U.S. Bank National Association as successor-in-interest to Union Bank.

### **2. Why did I receive this Notice of this Action?**

You received this Notice because Union Bank’s records indicated that you were charged one or more APSN Fees that are the subject of this Action. You may be a member of the Settlement Class. The Court directed that Notice be sent to all Accountholders in the Settlement Class because each such Accountholder has a right to know about the proposed Settlement and the options available to him or her before the Court decides whether to approve the Settlement.

### **3. Why did the Parties settle?**

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representative’s and her lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representative’s lawyers, known as Class Counsel, make this recommendation to the Class Representative. The Class Representative has the duty to act in the best interests of the Settlement Class as a whole and, in this case, it is her belief, as well as Class Counsel’s opinion, that this settlement is in the best interest of all Accountholders in the Settlement Class.

In Class Counsel’s opinion, there is legal uncertainty about whether a judge or a jury will find that Union Bank was contractually and otherwise legally obligated not to assess the APSN Fees at issue. Even if it was contractually wrong to assess these fees or Union Bank misrepresented the practice, there is uncertainty about whether the Class Representative’s claims are subject to other defenses that might result in no or less recovery to Accountholders in the Settlement Class. Even if the Class Representative was to win at trial, there is no assurance that the Accountholders in the Settlement Class would be awarded more than the current Settlement amount and it may take years of litigation before any payments would be made. By settling, and based on Class Counsel’s experience, the Accountholders in the Settlement Class will avoid these and other risks and the delays associated with continued litigation.

While the Bank disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the cost, delay, and uncertainty of further proceedings in the litigation.

## WHO IS IN THE SETTLEMENT

### **4. How do I know if I am part of the Settlement?**

If you received Email Notice or Postcard Notice, then Union Bank's records indicated that you may be a Settlement Class Member and entitled to receive a payment or credit to your Account.

## YOUR OPTIONS

### **5. What options do I have with respect to the Settlement?**

You have three options: (1) do nothing and you will receive a payment or account credit according to the terms of this Settlement; (2) opt-out of the Settlement; or (3) participate in the Settlement, but object to it. Each of these options is described in a separate section below.

### **6. What are the critical deadlines?**

There is no deadline to receive a payment or account credit. If you do nothing and the Settlement is approved, then you will get a payment or account credit.

The deadline for sending a letter to the Settlement Administrator to opt-out of the Settlement is **June 25, 2024**.

The deadline to send a written objection to the Settlement Administrator to object to the Settlement is also **June 25, 2024**.

### **7. How do I decide which option to choose?**

If you do not wish to participate in the Settlement and be sent a payment or account credit and be bound by the Release, then you should opt-out. Likewise, if you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate, you can object to the Settlement terms. The Court will consider timely objections. The Court will decide whether to approve the Settlement and the award of attorneys' fees, litigation costs, an Incentive Award, and Settlement Administration Costs. If the Court decides not to approve the Settlement, then the Settlement will be void and no Settlement Class Member Payments or Account credits will be issued pursuant to its terms. If the Court approves the Settlement, whether or not it grants the application for attorneys' fees, litigation costs, an Incentive Award, or Settlement Administration Costs in full, then you will still be sent a Settlement Class Member Payment or receive an Account credit and will be bound by the Settlement, including the release of claims.

If you want to participate in the Settlement, then you do not have to do anything; you will be sent a payment or account credit if the Settlement is approved by the Court.

### **8. What has to happen for the Settlement to be approved?**

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has granted Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at the Final Approval Hearing, which is currently scheduled for **July 25, 2024**. The location of the Final Approval Hearing is set forth below.

## THE SETTLEMENT PAYMENT

### **9. How much is the Settlement?**

The Bank has agreed to create a Settlement Fund of \$5,000,000.

As discussed separately below, attorneys' fees (not to exceed \$1,666,650), litigation costs (not to exceed \$60,458.10), and the Incentive Award of up to \$10,000 to the Class Representative will be paid out of the Settlement Fund. Assuming all of those requested disbursements are approved in full by the Court, the Net Settlement Fund of \$3,262,891.90 will be divided among all Settlement Class Members entitled to Settlement Class Member Payments based on a formula described in the Settlement and stated in response to Question 12 below.

### **10. How much of the Settlement Fund will be used to pay for attorneys' fees and costs?**

Class Counsel will request the Court to approve attorneys' fees of up to \$1,666,650 or 33.33% of the Settlement Fund and will request reimbursement for litigation costs incurred in filing and litigating the Action. Class Counsel will file an application to make this request no later than May 9, 2024. Subject to the Court's approval, the attorneys' fees will be split as follows: McCune Law Group and The Kirk Law Firm, APC will collectively receive 25% of the total attorneys' fees or their relative lodestar, whichever is greater; Tycko & Zavareei LLP and Kopelowitz Ostrow P.A. will each receive 40% of the remainder of the attorneys' fees; and KalielGold PLLC will receive the final 20% of the attorneys' fees. You will be able to access this application on the Settlement Website or by reviewing it by inserting the case number BC680214 on the Court's online docket at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

### **11. How much of the Settlement Fund will be used to pay the Class Representative an Incentive Award?**

Class Counsel will request that the Class Representative be paid an Incentive Award in the amount of up to \$10,000 for her filing and pursuit of the Action. The Incentive Award must be approved by the Court. Class Counsel will file the application for this request with the Court no later than **May 9, 2024**. You will be able to access this application on the Settlement Website or by reviewing it by inserting the case number BC680214 on the Court's online docket at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

### **12. How much will my payment be?**

The balance of the Settlement Fund after attorneys' fees and costs and the Incentive Award, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the formula outlined in the Settlement and summarized below:

Assuming all requested disbursements from the Settlement Fund described above are approved in full, there will be a Net Settlement Fund of \$3,262,891.90 that shall be paid *pro rata* to the Settlement Class Members using the following calculation: 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; multiply the per-fee amount by the total number of APSN Fees for each Settlement Class Member; and this results in the individual Settlement Class Member Payment. The estimated average payment per Account is \$40.16. It is important to note that this is an estimate and the actual number may be different once the number of opt-outs are considered and if disbursements from the Settlement Fund are approved in different amounts.



Current Accountholders at the time the Settlement is effective and who are entitled to a Settlement Class Member Payment will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders at the time the Settlement is effective and who are entitled to receive a Settlement Class Member Payment shall receive a check from the Settlement Administrator.

**13. What am I giving up to stay in the Settlement Class?**

If you stay in the Settlement Class, all of the decisions by the Court will bind you, and you give the Bank a “release.” A release means you cannot sue, continue to sue, or be part of any other lawsuit against the Bank about the legal issues in this case. As of the date when the Settlement Administrator mails you a check or Defendant credits your Account, you shall automatically be deemed to have fully and irrevocably released and forever discharged the Bank 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.

Additional details, including a more extensive list of the Parties related to the Bank that will be released as part of the Settlement and regarding the scope of the release can be found in Section XII of the Settlement Agreement. The Settlement Agreement is available at [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com).

**14. Do I have to do anything if I want to participate in the Settlement?**

No. If you are an Accountholder in the Settlement Class, then you may be entitled to receive a payment or credit for APSN Fees without having to make a claim, unless you choose to opt-out of the Settlement.

**15. When will I receive my payment or account credit?**

The Court will hold a Final Approval Hearing on **July 25, 2024, at 10:00 AM** Pacific Time to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments should be made or credits should be issued within 60 days of the Effective Date. However, if someone objects to the Settlement, and the objection is sustained, then there may be no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

Any Residual Funds from uncashed checks remaining after the initial payments to Settlement Class Members, after reimbursing the Bank for the amount it paid for Settlement Administration Costs, will 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.

Subject to Court approval, 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, the total amount of uncashed checks will create a residual amount held by the Settlement Administrator which shall be paid to an appropriate *cy pres* recipient agreed to by the Parties and approved by the Court. The proposed *cy pres* recipient is California JumpStart Coalition.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### **16. How do I opt-out of the Settlement?**

If you do not wish to participate in the Settlement and be bound by the Release, and you do not want to receive a payment or credit, or if you want to keep any right you may have to sue the Bank for the claims alleged in this Action, then you must opt-out of the Settlement.

To opt-out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Maureen Harrold v. MUFGE Union Bank* class action.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt-out request must be postmarked by **June 25, 2024**, and sent to:

Harrold v. MUFGE Union Bank  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

### **17. What happens if I opt-out of the Settlement?**

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue the Bank for the claims alleged in this case. However, you will not be entitled to receive a payment or credit from the Settlement.

In the event an account has multiple Accountholders and one such individual opts-out of the Settlement, all of the Accountholders will be deemed to have opted-out of the Settlement.

## OBJECTING TO THE SETTLEMENT

### **18. How do I notify the Court that I do not like the Settlement?**

You can object to the Settlement or any part of it that you do not like **IF** you do not opt-out of the Settlement. (Accountholders in the Settlement Class who opt-out have no right to object to how other Accountholders in the Settlement Class are treated.) To object, you may send a written document by mail or private courier (e.g., Federal Express) to the Settlement Administrator at the address below. Do not send your objection to the Court. Your written objection should include the following information:

- 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 (see Question 23 below); and
- e. the objector’s signature (an attorney’s signature is not sufficient).

All written objections must be post-marked no later than **June 25, 2024**, and must be mailed to the Settlement Administrator as follows:

Harrold v. MUFGE Union Bank  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

**19. What is the difference between objecting and requesting to opt-out of the Settlement?**

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment or credit from Net Settlement Fund if the Settlement is approved, but you will be bound by the release of claims you might have against the Bank.

Opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment or credit for APSN Fees or release claims you might have against the Bank for the claims alleged in this lawsuit.

**20. What happens if I object to the Settlement?**

The Court will consider the objection. If the Court sustains your objection, or the objection of any other member of the Settlement Class, then there may be no Settlement; provided, however, that an objection to Class Counsel's requested attorneys' fees and costs or to the requested Incentive Award amount, may result in approval of the Settlement but the award of a lower attorneys' fee and cost amount or lower Incentive Award. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement. If the Court approves the Settlement, then the objector will participate in the Settlement. If the Court does not approve the Settlement, then there is no Settlement.

**THE COURT'S FINAL APPROVAL HEARING**

**21. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing at **10:00 AM** Pacific Time on **July 25, 2024**, at the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, which is located at 312 N. Spring Street, Los Angeles, California 90012, unless otherwise noticed by the Court. At this Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and the amount of the Incentive Award to the Class Representative. The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website at [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com). Also, if the date and/or location of the Final Approval Hearing changes, that information will be posted on the same website. If the Final Approval Hearing is in-person, participants will be required to adhere to any Court-imposed social distancing requirements, including wearing a mask, if the Court has such a policy in effect on the date of the Final Approval Hearing. Notice of the final judgment entered by the Court will be given on the Settlement Website.

**22. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

**23. May I speak at the Final Approval Hearing?**

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your written objection, described in Question 17 above, a statement like, "I hereby give notice that I intend to appear at the Final Approval Hearing." The Court will consider your objection even if you do not appear.

## **THE LAWYERS REPRESENTING YOU**

### **24. Do I have a lawyer in this case?**

The Court ordered that the lawyers and their law firms referred to in this Notice as Class Counsel will represent you and the other members of the Settlement Class. However, you may retain a lawyer to represent you at your own expense.

### **25. Do I have to pay the lawyer for accomplishing this result?**

No. Class Counsel will be paid directly from the Settlement Fund for the legal services provided to accomplish the Settlement for Settlement Class Members' benefit. Class Counsel's award of attorneys' fees and costs is deducted from the Settlement Fund, reducing that amount in calculating the Net Settlement Fund that Settlement Class Members will be paid.

### **26. Who determines what the attorneys' fees and costs will be?**

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees and costs before the Final Approval Hearing, which will specify the amounts being sought as discussed above. You may review a copy of the attorneys' fee and cost application at the Settlement Website, [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com), or by inserting the case number BC680214 on the Court's online docket at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

## **GETTING MORE INFORMATION**

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at the Settlement Website, [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com); in person at the Clerk of the Superior Court of the State of California, County of Los Angeles, which is located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012; by contacting the Settlement Administrator (details below) and requesting a copy; or by inserting the case number BC680214 on the Court's online docket at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

For additional information about the Settlement and/or to obtain a copy of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Harrold v. MUFG Union Bank  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

For more information, you also can contact the Class Counsel as follows:

Jonathan M. Streisfeld  
KOPELOWITZ OSTROW P.A.  
One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301  
954-525-4100  
[streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)

Andrea Gold  
TYCKO & ZAVAREEI LLP  
2000 Pennsylvania Avenue NW 10<sup>th</sup> Floor  
Washington, DC 20006  
202-973-0900  
[agold@tzlegal.com](mailto:agold@tzlegal.com)

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF U.S. BANK NATIONAL ASSOCIATION CONCERNING THIS NOTICE OR THE SETTLEMENT.***

# Exhibit D

*Maureen Harrold contra MUFJ Union Bank, N. A.  
N.º de caso BC680214*

**AVISO DE DEMANDA COLECTIVA PENDIENTE Y CONCILIACIÓN PROPUESTA**

**LEA ESTE AVISO POR COMPLETO Y CON DETENIMIENTO. EL ACUERDO  
PROPUESTA PUEDE AFECTAR SUS DERECHOS.**

**SI SE LE COBRARON CIERTOS CARGOS POR SOBREGIRO EN  
UNA CUENTA DE CHEQUES UNION BANK CONSUMER DESDE EL  
19 DE OCTUBRE DE 2013 HASTA EL 28 DE FEBRERO DE 2019, ENTONCES  
ES POSIBLE QUE TENGA DERECHO A UN PAGO O CRÉDITO DE  
UNA CONCILIACIÓN DE DEMANDA COLECTIVA.**

Esta no es una solicitud de un abogado.

El Tribunal Superior para el Estado de California, Condado de Los Ángeles ordenó este Aviso.

Se llegó a una conciliación en una demanda colectiva en la que se alega que MUFJ Union Bank, National Association, ahora sucedido en intereses por U.S. Bank National Association, incumplió su contrato con los titulares de cuentas y cobró incorrectamente las Comisiones de APSN en ciertas transacciones con tarjeta de débito. U.S. Bank National Association, como sucesor en interés de MUFJ Union Bank, National Association se denomina en este Aviso como “el Banco”. El Banco sostiene que no hizo nada malo; sin embargo, ha acordado resolver la demanda para evitar el costo, la demora y la incertidumbre del litigio. El Tribunal no ha decidido quién tiene la razón.

Se estableció un Fondo de la Conciliación en efectivo de \$5,000,000 para pagar los Pagos de los Miembros del Grupo de la Conciliación y los honorarios y costos de los abogados y la Adjudicación de Incentivos ordenada por el Tribunal. Los Titulares de Cuentas actuales y pasados a los que MUFJ Union Bank, National Association les cobró Comisiones de APSN por parte de MUFJ Union Bank, National Association (“Union Bank”) pueden ser elegibles para un Pago de Miembros del Grupo de la Conciliación del Fondo de la Conciliación.

Sus derechos legales se ven afectados, ya sea que actúe o no actúe. Lea atentamente este Aviso.

<b>RESUMEN DE OPCIONES Y EFECTO LEGAL DE CADA UNA</b>	
<b>NO HACER NADA Y RECIBIR UN PAGO O UN ABONO EN CUENTA</b>	Si no hace nada y se aprueba la Conciliación, recibirá un pago o un abono en cuenta del Fondo de la Conciliación siempre que no opte por no participar o se excluya de la Conciliación (descrita en el siguiente recuadro).
<b>OPTAR POR NO PARTICIPAR EN LA CONCILIACIÓN; NO RECIBIR NINGÚN PAGO, PERO NO DESISTIR A NINGÚN RECLAMO</b>	Puede decidir excluirse de la Conciliación o “no participar” en esta. Esto significa que usted elige no participar en la Conciliación. Mantendrá sus reclamos individuales contra el Banco, pero no recibirá ningún pago ni abono en cuenta. Si usted decide no participar en la Conciliación, pero desea reclamar una indemnización del Banco, tendrá que presentar una demanda o reclamo por separado.
<b>OBJETAR LA CONCILIACIÓN</b>	Puede enviar una objeción por correo al Administrador de la Conciliación explicando por qué cree que el Tribunal debería rechazar la Conciliación. Si se aprueba la Conciliación y el Tribunal desestima su objeción, es posible que reciba un pago o un abono en cuenta, y no podrá demandar al Banco por las reclamaciones planteadas en esta Demanda. Si el Tribunal está de acuerdo con su objeción, es posible que no se apruebe la Conciliación.

Estos derechos y opciones, **y los plazos para ejercerlos**, junto con los términos materiales de la conciliación se explican en este Aviso.

El Tribunal a cargo de esta Demanda aún tiene que decidir si aprueba la Conciliación. Los pagos y los abonos en cuenta se efectuarán si el Tribunal aprueba la Conciliación y una vez resueltos los recursos que, en su caso, se interpongan. Sea paciente.

## **INFORMACIÓN BÁSICA**

### **1. ¿De qué se trata esta demanda?**

La demanda que se dirime se titula *Maureen Harrold contra MUFU Union Bank, N.A.* Está pendiente ante el Tribunal Superior del Estado de California, Condado de Los Ángeles, Caso n.º BC680214 (la “Demanda”). El caso es una demanda colectiva. Eso significa que la Representante del Grupo de la Conciliación, Maureen Harrold, es una persona que actúa en nombre de los Titulares de Cuentas a los que se les aplicaron ciertas Comisiones por sobregiro denominadas “Comisiones de APSN” desde el 19 de octubre de 2013 hasta el 28 de febrero de 2019. El término Comisiones de APSN se refieren a las Comisiones por sobregiro que Union Bank cobró y no reembolsó en transacciones con tarjeta de débito, durante el Periodo de la Demanda Colectiva, cuando había un saldo disponible positivo en el momento en que se autorizó la transacción, pero un saldo insuficiente en el momento en que la transacción se presentó al Banco para su pago y se contabilizó en la cuenta de un Titular de Cuenta. La Representante del Grupo de la Conciliación firmó reclamos por incumplimiento del Contrato de Cuenta, incumplimientos de la Ley de Competencia Desleal de California y la Ley de Recursos Legales del Consumidor de California, y fraude legal.

La Primera Denuncia Modificada de esta Demanda está publicada en el sitio web de la Conciliación y contiene todas las acusaciones y reclamaciones presentadas contra Union Bank. El Banco sostiene que no hizo nada malo, pero acordó resolver la demanda para evitar el costo, la demora y la incertidumbre del litigio. El Tribunal no ha decidido quién tiene la razón.

Después de la finalización del Periodo de la Demanda Colectiva en esta Demanda, U.S. Bank National Association adquirió Union Bank. Es por eso que la verdadera Parte interesada en la demanda es ahora U.S. Bank National Association como sucesora en interés de Union Bank.

### **2. ¿Por qué recibí este Aviso sobre esta demanda?**

Usted recibió este Aviso porque los registros de Union Bank indican que se le cobró una o más Comisiones de APSN que son objeto de esta Demanda. Usted puede ser miembro del Grupo de la Conciliación. El Tribunal ordenó que se enviara un Aviso a todos los Titulares de Cuentas del Grupo de la Conciliación porque cada uno de esos Titulares de Cuentas tiene derecho a conocer la Conciliación propuesta y las opciones disponibles para él o ella antes de que el Tribunal decida si aprueba la Conciliación.

### **3. ¿Por qué llegaron a un acuerdo entre las partes?**

En cualquier demanda, existen posibles riesgos y beneficios al enfrentar un juicio en comparación con un acuerdo en una etapa anterior. Es tarea de la Representante del Grupo de la Conciliación y de sus abogados identificar cuándo una oferta de conciliación propuesta es lo suficientemente buena como para justificar la recomendación de resolver el caso en lugar de continuar hasta el juicio. En una demanda colectiva, los abogados del Representante del Grupo de la Conciliación, conocidos como Abogados del Grupo de la Conciliación, hacen esta recomendación al Representante del Grupo de la Conciliación. La Representante del Grupo de la Conciliación tiene la obligación de actuar en el mejor interés de todo el Grupo de la Conciliación y, en este caso, considerar, al igual que los Abogados del Grupo de la Conciliación, que esta conciliación respeta el mejor interés de todos los Titulares de Cuentas del Grupo de la Conciliación

En opinión de los Abogados del Grupo de la Conciliación, existe incertidumbre legal sobre si un juez o un jurado determinarán que Union Bank estaba contractual y legalmente obligado a no cobrar las Comisiones de APSN en cuestión. Incluso si fue contractualmente incorrecto cobrar estas comisiones o Union Bank tergiversó la práctica, existe incertidumbre sobre si los reclamos de la Representante del Grupo de la Conciliación están sujetos a otras defensas que podrían resultar en una indemnización nula o menor para los Titulares de Cuentas en el Grupo de la Conciliación. Incluso si la Representante del Grupo de la Conciliación ganara en el juicio, no hay garantía de que a los Titulares de Cuentas del Grupo de la Conciliación se les otorgue más del monto actual de la Conciliación y pueden pasar años de litigio antes de que se realicen los pagos. Al llegar a una conciliación, y según la experiencia de los Abogados del Grupo de la Conciliación, los Titulares de Cuentas del Grupo de la Conciliación evitarán estos y otros riesgos y las demoras asociadas con el litigio continuo.

Si bien el Banco cuestiona las acusaciones en la demanda y niega cualquier responsabilidad o irregularidad, llega a una conciliación únicamente para evitar el costo, la demora y la incertidumbre de futuros procedimientos en el litigio.

## **QUIÉNES ESTÁN COMPRENDIDOS EN LA CONCILIACIÓN**

### **4. ¿Cómo sé si formo parte de la Conciliación?**

Si recibió un Aviso por correo electrónico o un Aviso postal, los registros de Union Bank indicaron que usted puede ser un Miembro del Grupo de la Conciliación y tener derecho a recibir un pago o crédito en su cuenta.

## **SUS OPCIONES**

### **5. ¿Qué opciones tengo con respecto a la Conciliación?**

Tiene tres opciones: (1) no hacer nada y recibirá un pago o crédito en la cuenta conforme a los términos de esta Conciliación; (2) optar por no participar en la Conciliación; o (3) participar en la Conciliación, pero objetarla. Cada una de estas opciones se describe en una sección separada a continuación.

### **6. ¿Cuáles son las fechas límite más importantes?**

No hay fecha límite para recibir un pago/credito en su cuenta. Si no hace nada y se aprueba la Conciliación, recibirá un pago o un crédito en la cuenta.

La fecha límite para enviar una carta al Administrador de la Conciliación para optar por no participar en la Conciliación es el **25 de junio de 2024**.

La fecha límite para enviar una objeción por escrito al Administrador de la Conciliación para objetar la Conciliación también es **25 de junio de 2024**.

### **7. ¿Cómo decido qué opción elegir?**

Si no desea participar en la Conciliación y que se le envíe un pago o un abono en cuenta y quedar vinculado por el Desistimiento, debe optar por no participar. De igual manera, si cree que podría recibir más dinero al presentar los reclamos por su cuenta (contratando un abogado o no), y no le molesta correr el riesgo de perder su caso u obtener menos de lo que recibiría en esta Conciliación, entonces tal vez desee considerar la posibilidad de no participar.

Si cree que la Conciliación es irrazonable, injusta o inadecuada, puede objetar los términos de la Conciliación. El Tribunal considerará las objeciones oportunas. El Tribunal decidirá si aprueba la Conciliación y la adjudicación de los honorarios de abogados, los costos legales, la Adjudicación de Incentivos y los costos administrativos de la Conciliación. Si el Tribunal decide no aprobar la



Conciliación, entonces la Conciliación será nula y no se emitirán Pagos de Miembros del Grupo de la Conciliación ni créditos en la Cuenta de conformidad con sus términos. Si el Tribunal aprueba la Conciliación, independientemente de que conceda o no la solicitud de honorarios de abogados, costos del litigio, una Adjudicación de Incentivos o costos de administración de la Conciliación en su totalidad, se le enviará un pago de miembro del Grupo de la Conciliación o recibirá un crédito en su cuenta y estará obligado por la Conciliación, incluido el desistimiento de los reclamos.

Si desea participar en la Conciliación, entonces no tiene que hacer nada; se le enviará un pago o crédito en la cuenta si el Tribunal aprueba la Conciliación.

#### **8. ¿Qué tiene que suceder para que se apruebe la Conciliación?**

El Tribunal tiene que decidir que la Conciliación es justa, razonable y adecuada antes de aprobarla. El Tribunal ya otorgó la Aprobación Preliminar de la Conciliación, por lo que recibió un Aviso. El Tribunal tomará una decisión final con respecto a la Conciliación en una “Audiencia de Aprobación Final”, que actualmente está programada para el **25 de julio de 2024**. La ubicación de la Audiencia de Aprobación Final se establece a continuación.

### **PAGO DE LA CONCILIACIÓN**

#### **9. ¿De cuánto es la Conciliación?**

El Banco acordó crear un Fondo de la Conciliación de \$5,000,000.

Como se explica por separado a continuación, los honorarios de los abogados (que no excedan los \$1,666,650), los costos del litigio (que no excedan los \$60,458.10) y la Adjudicación de Incentivos de hasta \$10,000 a la Representante del Grupo de la Conciliación se pagarán con cargo al Fondo de la Conciliación. Suponiendo que todos los desembolsos solicitados sean aprobados en su totalidad por el Tribunal, el Fondo Neto de la Conciliación de \$3,262,891.90 se dividirá entre todos los Miembros del Grupo de la Conciliación con derecho a los Pagos de los Miembros del Grupo de la Conciliación según una fórmula descrita en la Conciliación y establecida en respuesta a la Pregunta 12 a continuación.

#### **10. ¿Cuánto dinero del Fondo de la Conciliación se utilizará para pagar los honorarios y los costos de los abogados?**

Los Abogados del Grupo solicitarán al Tribunal que apruebe unos honorarios de abogados de hasta \$1,666,650 o el 33.33% del Fondo de la Conciliación y solicitarán el reembolso de los costos legales incurridos en la presentación y litigación de la Demanda. Los Abogados del Grupo presentarán una solicitud para realizar esta solicitud a más tardar el 9 de mayo de 2024. Sujeto a la aprobación del Tribunal, los honorarios de los abogados se dividirán de la siguiente manera: McCune Law Group y The Kirk Law Firm, APC recibirán colectivamente el 25% del total de los honorarios de los abogados o su guía relativo, lo que sea mayor; Tycko & Zavareei LLP y Kopelowitz Ostrow P.A. cada uno recibirá el 40% del resto de los honorarios de los abogados; y KalielGold PLLC recibirá el 20% final de los honorarios de los abogados. Podrá acceder a esta solicitud en el sitio web de la Conciliación o revisándola insertando el número de caso BC680214 en el expediente en línea del Tribunal en <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. El Tribunal decidirá el monto de los honorarios de abogados y costos legales en función de una serie de factores, incluidos el riesgo asociado con la presentación del caso sobre una base de contingencia, la cantidad de tiempo dedicado al caso, el monto de los costos incurridos para procesar el caso, la calidad del trabajo y el resultado del caso.

**11. ¿Qué parte del Fondo de la Conciliación se utilizará para pagar a la Representante del Grupo de la Conciliación una Adjudicación de Incentivos?**

Los Abogados del Grupo solicitarán que se le pague a la Representante del Grupo de la Conciliación una Adjudicación de Incentivos por un monto de hasta \$10,000 por su presentación y prosecución de la Demanda. Las Adjudicaciones de Incentivos deben ser aprobadas por el Tribunal. Los Abogados del Grupo de la Conciliación presentarán una solicitud para realizar esta solicitud a más tardar el **9 de mayo de 2024**. Podrá acceder a esta solicitud en el sitio web de la Conciliación o revisándola insertando el número de caso BC680214 en el expediente en línea del Tribunal en <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

**12. ¿Cuánto me pagarán?**

El saldo del Fondo de la Conciliación después de los honorarios y costos de los abogados y la Adjudicación de Incentivos, también conocido como Fondo Neto de la Conciliación, se dividirá entre todos los Miembros del Grupo de la Conciliación con derecho a los Pagos de los miembros del Grupo de la Conciliación de acuerdo con la fórmula descrita en la Conciliación y resumida a continuación:

Suponiendo que todos los desembolsos solicitados del Fondo de la Conciliación descritos anteriormente se aprueben en su totalidad, habrá un Fondo Neto de la Conciliación de \$3,262,891.90 que se pagará *prorrateo* a los Miembros del Grupo de la Conciliación utilizando el siguiente cálculo: el monto en dólares del Fondo Neto de la Conciliación dividido entre el número total de Comisiones de APSN pagadas por todos los miembros del Grupo de la Conciliación, que produce un monto por honorario; multiplique el monto por honorario por el número total de Comisiones de APSN para cada Miembro del Grupo de la Conciliación; y esto da como resultado el Pago individual del Grupo de la Conciliación. El pago promedio estimado por cuenta es de \$40.16. Es importante tener en cuenta que esta es una estimación y que el número real puede ser diferente una vez que se considera el número de exclusiones voluntarias y si los desembolsos del Fondo de la Conciliación se aprueban en diferentes cantidades.

Los Titulares de Cuentas Corrientes en el momento en que la Conciliación entre en vigencia y que tengan derecho a un Pago de Miembros del Grupo de la Conciliación recibirán un crédito en sus Cuentas por el monto que tienen derecho a recibir. Los titulares de cuentas anteriores en el momento en que la Conciliación entre en vigor y que tengan derecho a recibir un Pago de los Miembros del Grupo de la Conciliación recibirán un cheque del Administrador de la Conciliación.

**13. ¿A qué renuncio si permanezco en el Grupo de la Conciliación?**

Si usted permanece en el Grupo de la Conciliación, todas las decisiones del Tribunal lo vincularán y usted le dará al Banco un “desistimiento”. Un desistimiento significa que usted no puede demandar, continuar demandando o ser parte de cualquier otra demanda contra el Banco sobre los asuntos legales en este caso. A partir de la fecha en que el Administrador de la Conciliación le envíe un cheque por correo o el Demandado acredite su Cuenta, se considerará automáticamente que usted ha absuelto total e irrevocablemente y ha liberado para siempre al Banco de todas y cada una de las responsabilidades, derechos, reclamos, acciones, causas de acción, demandas, daños, costos, honorarios de abogados, pérdidas y recursos, ya sean conocidos o desconocidos, existentes o potenciales, sospechadas o insospechadas, liquidadas o no liquidadas, legales, estatutarias o equitativas, basadas en contratos, agravios o cualquier otra teoría, que resulten, surjan de, se basen o se relacionen con la conducta, omisiones, deberes o asuntos durante el Período de la Conciliación que se alegaron o podrían haberse alegado en la Demanda relacionada con el cobro de las Comisiones de APSN.

Se pueden encontrar detalles adicionales, así como una lista más extensa de partes relacionadas con el Banco que serán desestimadas como parte de la Conciliación con respecto al alcance del desistimiento, en la Sección XII del Acuerdo de Conciliación. El Acuerdo de Conciliación está disponible en [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com).

**14. ¿Tengo que hacer algo si quiero participar en la Conciliación?**

No. Si usted es un Titular de Cuenta del Grupo de la Conciliación, puede tener derecho a recibir un pago o crédito por las Comisiones de APSN sin tener que presentar una reclamación, a menos que decida no participar en la Conciliación.

**15. ¿Cuándo recibiré mi pago o crédito en la cuenta?**

El Tribunal celebrará una Audiencia de Aprobación Final el **25 de julio de 2024**, a las 10:00 a. m. Hora del Pacífico para considerar si se debe aprobar la Conciliación. Si el Tribunal aprueba la Conciliación, entonces se deben realizar los pagos o emitir créditos dentro de los 60 días posteriores a la Fecha de entrada en vigor. Sin embargo, si alguien se opone la Conciliación y la objeción se admite, es posible que no haya Conciliación. Incluso si se rechazan todas las objeciones y el Tribunal aprueba la Conciliación, un objetor podría apelar, y podría llevar meses o incluso años resolver la apelación, lo que retrasaría cualquier pago.

Todos los Fondos Residuales de los cheques no cobrados que queden después de los pagos iniciales a los Miembros del Grupo de la Conciliación, después de reembolsar al Banco el monto que pagó por los Costos de Administración de la Conciliación, se distribuirán en un *prorrateo* a los Miembros del Grupo de la Conciliación participantes que recibieron Pagos de los Miembros del Grupo de la Conciliación, en la medida en que sea factible y práctico a la luz de los costos de administración de dichos pagos posteriores, a menos que los montos involucrados sean demasiado pequeños para que las distribuciones individuales sean económicamente viables o existan otras razones específicas que hagan que dichas distribuciones adicionales sean imposibles o injustas.

Sujeto a la aprobación del Tribunal, en caso de que los costos de preparación, transmisión y administración de dichos pagos posteriores a los Miembros del Grupo de la Conciliación no hagan que las distribuciones individuales sean económicamente viables o prácticas, o existan otras razones específicas que harían que dichas distribuciones adicionales fueran imposibles o injustas, o si se realiza dicha segunda distribución y aún quedan Fondos Residuales, el monto total de los cheques no cobrados creará un monto residual en poder del Administrador de la Conciliación, que se pagará a un beneficiario de *Cy Pres* aceptado por las Partes y aprobado por el Tribunal. La propuesta del beneficiario de *Cy Pres* es California Jump\$tart Coalition.

**EXCLUIRSE DE LA CONCILIACIÓN**

**16. ¿Cómo puedo excluirme de la Conciliación?**

Si no desea participar en la Conciliación y estar sujeto al desistimiento, y no desea recibir un pago, o si desea conservar algún derecho que pudiera tener para demandar al Banco por los reclamos alegados en esta Demanda, debe excluirse o “elegir no participar”.

Para optar por no participar, **debe** enviar una carta al Administrador de la Conciliación indicando que desea ser excluido. Su carta puede decir simplemente: “Por la presente elijo ser excluido de la conciliación por la demanda colectiva de *Maureen Harrold contra MUFG Union Bank*”. Asegúrese de incluir su nombre, los últimos cuatro dígitos de sus números de cuenta o números de cuenta anterior, su dirección, su número de teléfono y su dirección de correo electrónico. Su solicitud de exclusión u opción de no participar debe tener el sello postal con fecha que no supere el **25 de junio de 2024** y enviarse a:

Harrold contra MUFG Union Bank  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
Nueva York, NY 10150-5391

**17. ¿Qué sucede si elijo no participar en la Conciliación?**

Si elige no participar en la Conciliación, usted preservará y no renunciará a ninguno de sus derechos a demandar al Banco por los reclamos alegados en este caso. Sin embargo, no tendrá derecho a recibir un pago o crédito de la Conciliación.

En el caso de que una cuenta tenga varios Titulares de Cuenta y uno de ellos opte por no participar en la Conciliación, se considerará que todos los Titulares de la Cuenta han optado por no participar en la Conciliación.

**OBJETAR LA CONCILIACIÓN**

**18. ¿Cómo le notifico al Tribunal que no me agrada la Conciliación?**

Puede objetar la Conciliación o cualquier parte de este que no le agrade **SI** no opta por no participar en la Conciliación. (Los titulares de cuentas del Grupo de la Conciliación que opten por no participar no tendrán derecho a objetar el trato que reciban otros titulares de cuentas del Grupo de la Conciliación). Para objetar, puede enviar un documento escrito por correo o mensajería privada (por ejemplo, Federal Express) al Administrador de la Conciliación a la dirección que se indica a continuación. No envíe su objeción al Tribunal. Su objeción por escrito debe incluir la siguiente información:

- a. Nombre de la Demanda;
- b. nombre completo, dirección y número de teléfono del objetor;
- c. todos los motivos de la objeción, acompañados por el sustento legal que respalde la objeción conocido por el objetor o su abogado;
- d. una declaración que confirme si el objetor o cualquier abogado del objetor tiene la intención de comparecer personalmente y/o testificar en la Audiencia de Aprobación Final (consulte la pregunta 23 a continuación); y
- e. la firma del objetor (la firma de un abogado no es suficiente).

Todas las objeciones deben tener el sello postal a más tardar el **25 de junio de 2024** y deben enviarse por correo al Administrador de la Conciliación a:

Harrold contra MUFG Union Bank  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

**19. ¿Cuál es la diferencia entre objetar y solicitar dejar de participar en la Conciliación?**

Objetar es decirle al Tribunal que usted no cree que la Conciliación sea justa, razonable y adecuada para el Grupo de la Conciliación, y pedirle que la rechace. Puede objetar solo si no elige no participar en la Conciliación. Si se opone a la Conciliación y no opta por excluirse, entonces tiene derecho a un pago o crédito del Fondo Neto de la Conciliación si se aprueba la Conciliación, pero estará sujeto al desistimiento de los reclamos que pueda tener contra el Banco.

Optar por no participar es decirle al Tribunal que no desea ser parte de la Conciliación y que no desea recibir un pago o crédito por las Comisiones de APSN o desistir de los reclamos que pueda tener contra el Banco por los reclamos alegados en esta demanda.

**20. ¿Qué sucede si objeto la Conciliación?**

El Tribunal considerará la objeción. Si el Tribunal acepta su objeción, o la objeción de cualquier otro miembro del Grupo de la Conciliación, entonces no puede haber Conciliación; siempre que, sin embargo, una objeción a los honorarios y costos de los abogados solicitados por el Abogado del Grupo de la Conciliación o a la cantidad solicitada para la Adjudicación de Incentivos, pueda resultar en la aprobación de la Conciliación pero en la adjudicación de una cantidad menor de honorarios y costos de los abogados o una Adjudicación de Incentivos menor. Si usted objeta pero el Tribunal anula su objeción y cualquier otra objeción, usted será parte de la Conciliación. Si el Tribunal aprueba la Conciliación, el objetor participará en la Conciliación. Si el Tribunal no aprueba la Conciliación, no habrá Conciliación.

**AUDIENCIA DE APROBACIÓN FINAL DEL TRIBUNAL**

**21. ¿Cuándo y dónde decidirá el tribunal si aprueba la conciliación?**

El Tribunal celebrará una Audiencia de Aprobación Final a las **10:00 a. m.**, hora del Pacífico, el **25 de julio de 2024**, en el Tribunal Superior del Estado de California, condado de Los Ángeles, Spring Street Courthouse, ubicado en 312 N. Spring Street, Los Ángeles, California 90012, a menos que el Tribunal notifique lo contrario. En esa Audiencia de Aprobación Final, el Tribunal analizará si la Conciliación es justa, razonable y adecuada. Si hay objeciones, el Tribunal las considerará. El Tribunal también puede decidir el monto que se otorgará al Abogado del Grupo de la Conciliación en concepto de honorarios de abogados y costos legales y el monto de la Adjudicación de Incentivos a la Representante del Grupo de la Conciliación. La audiencia podrá ser virtual, en cuyo caso las instrucciones para participar se publicarán en el sitio web de la Conciliación en [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com). Además, si la fecha o el lugar de la Audiencia de Aprobación Final cambian, esa información se publicará en el mismo sitio web. Si la Audiencia de Aprobación Final es en persona, los participantes deberán cumplir con los requisitos de distanciamiento social impuestos por el Tribunal, incluido el uso de un cubrebocas, si el Tribunal tiene dicha política vigente en la fecha de la Audiencia de Aprobación Final. El aviso de la sentencia final dictada por el Tribunal se dará en el sitio web de la conciliación.

**22. ¿Tengo que asistir a la Audiencia de Aprobación Final?**

No. Los Abogados del Grupo de la Conciliación responderán las preguntas que el Tribunal desee realizar. Puede asistir si así lo desea. Si ha presentado una objeción, es posible que desee asistir.

**23. ¿Puedo hablar en la Audiencia de Aprobación Final?**

Si ha objetado, puede pedir al Tribunal permiso para hablar en la Audiencia de Aprobación Final. Para hacerlo, debe incluir con su objeción, descrita en la Pregunta 17 arriba, la declaración: “Por la presente notifico que tengo la intención de comparecer en la audiencia de aprobación final”. El Tribunal considerará su objeción incluso si usted no comparece.

**AB GADOS QUE LO REPRESENTAN**

**24. ¿Tengo un abogado en este caso?**

El Tribunal ordenó que los abogados y sus bufetes a los que se hace referencia en este Aviso como Abogados del Grupo le representen a usted y a los demás miembros del Grupo de la Conciliación. Sin embargo, puede contratar a un abogado para que lo represente a su propio costo.

**25. ¿Tengo que pagarle al abogado por lograr este resultado?**

No. Los Abogados del Grupo de la Conciliación solicitarán el pago directamente del Fondo de la Conciliación por los servicios legales prestados para lograr la Conciliación en beneficio de los Miembros del Grupo de la Conciliación. La adjudicación de los honorarios y costos de los Abogados del Grupo de la Conciliación se deduce del Fondo de la Conciliación, reduciendo esa cantidad al calcular el Fondo Neto de la Conciliación que se enviará a los Miembros del Grupo de la Conciliación.

**26. ¿Quién determina cuáles serán los honorarios y costos de los abogados?**

Se le pedirá al Tribunal que apruebe el monto de los honorarios de los abogados, en la Audiencia de Aprobación Final. Los abogados del Grupo presentarán una solicitud de honorarios y costos de abogados antes de la Audiencia de Aprobación Final, que especificará los montos que se solicitan como se discutió anteriormente. Puede revisar una copia de la solicitud de honorarios y costos de abogados en el Sitio web de la Conciliación, [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com), o insertando el número de caso BC680214 en el expediente en línea del Tribunal en <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

**OBTENER MÁS INFORMACIÓN**

Este Aviso solo resume la Conciliación propuesta. Hay más detalles en el Acuerdo de Conciliación, que se puede ver/obtener en línea en el Sitio web del Grupo de la Conciliación, [www.harroldunionbankoverdraftlitigation.com](http://www.harroldunionbankoverdraftlitigation.com); en persona con el Secretario del Tribunal Superior del estado de California, condado de Los Ángeles, que se encuentra en el Spring Street Courthouse, 312 North Spring Street, Los Ángeles, CA 90012; poniéndose en contacto con el Administrador de la Conciliación (detalles a continuación) y solicitando una copia; o insertando el número de caso BC680214 en el expediente en línea del Tribunal en <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

Para obtener información adicional sobre la Conciliación o copias del Acuerdo de Conciliación o para cambiar su dirección con el fin de recibir un pago, debe comunicarse con el Administrador de la Conciliación de las siguientes maneras:

Harrold contra MUFJ Union Bank  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

Para obtener más información, también puede comunicarse con el Abogado del Grupo de la siguiente manera:

Jonathan M. Streisfeld  
KOPELOWITZ OSTROW P.A.  
One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301  
954-525-4100  
[streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)

Andrea Gold  
TYCKO & ZAVAREEI LLP  
2000 Pennsylvania Avenue NW10<sup>th</sup> Floor  
Washington, DC 20006  
202-973-0900  
[agold@tzlegal.com](mailto:agold@tzlegal.com)

***NO SE COMUNIQUE CON EL TRIBUNAL NI CON NINGÚN REPRESENTANTE DE U.S. BANK NATIONAL ASSOCIATION CON RESPECTO A ESTE AVISO O A LA CONCILIACIÓN.***

# Exhibit E

## Exclusion List

Count	First Initial	Last Name
1	N.	DOYLE



# Exhibit F



Nancy Thomas  
Davis Wright Tremaine LLP  
865 South Figueroa Street, Suite 2400  
[NancyThomas@dwt.com](mailto:NancyThomas@dwt.com)

**Total Amount:** USD 26,112.74  
**Invoice No:** INV-20322-M8N1T6M  
**Invoice Date:** May 16, 2024  
**Due Date:** June 17, 2024  
**Contact:** Colleen Werberig

**INVOICE**

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**RE: Harrold v. MUFG Union Bank**

Fees for Hourly Professional Services Rendered	USD 19,663.00
Fees for Other Professional Services Rendered	6,077.90
Out of Pocket Expenses	11,971.84
Postage Supplies	11,971.84
Retainer Applied	-11,600.00
<b>Total Due:</b>	<b>USD 26,112.74</b>

**Remittance Instructions:**

Account Name: Kroll Settlement Administration LLC  
Bank Name: Bank of America  
Account No: 483065996116  
ACH ABA#: 021000322  
Wire ABA#: 026009593  
Swift Code: BOFAUS3N

**Billing Questions:**

T: +1 952-563-3077  
E: [EliteAR@kroll.com](mailto:EliteAR@kroll.com)

**Tax ID:**

82-3588071

**Important Note: Please include our invoice number and name of your organization with all payments and send remittance advice to AR@kroll.com.**

Hourly Professional Services

Description	Hours	Rate	Amount
Project management	57.65	150.00	8647.50
Recording and reconciling SFA activity during the year	1.80	100.00	180.00
Senior Director	4.30	250.00	1075.00
Set up, format and proof the notice & claim form	3.00	150.00	450.00
Staff	90.10	85.00	7658.50
Technical consulting	11.80	140.00	1652.00
		Subtotal:	19,663.00

Other Professional Services

Description	Units	Price/Unit	Amount
SA001-500 - Case Setup: Develop class list and import (one time fee)	1.00	2,000.00	2,000.00
SA002-050 - Notification/Correspondence Fees: Submit file for NCOA (one time fee)	1.00	150.00	150.00
SA002-330 - Notification/Correspondence Fees: Form letter correspondence (per letter)	2.00	5.00	10.00
SA002-370 - Notification/Correspondence Fees: Email correspondence (per email)	24.00	2.00	48.00
SA002-570 - Notification/Correspondence Fees: Generate email address list (one time fee)	1.00	500.00	500.00
SA003-300 - Website: Website setup (one time fee)	1.00	1500.00	1,500.00
SA003-700 - Website: Monthly hosting (per month)	1.00	125.00	125.00
SA004-100 - Contact Center: Call center IVR design and setup (one time fee)	1.00	1000.00	1,000.00
SA004-350 - Contact Center: IVR operating system (per minute)	192.00	0.75	144.00
SA012-200 - Mail Handling, Scanning & Data/Image Storing: Scanning set-up (one time fee)	1.00	200.00	200.00
SA012-400 - Mail Handling, Scanning & Data/Image Storing: Scanning/images of documents (per scan)	4.00	0.15	0.60
SA012-600 - Mail Handling, Scanning & Data/Image Storing: Mail handling charges (per piece)	2.00	0.15	0.30
SA012-800 - Mail Handling, Scanning & Data/Image Storing: Data/image storage (per month)	1.00	200.00	200.00
SA012-900 - Mail Handling, Scanning & Data/Image Storing: Technology charge (per month)	1.00	150.00	150.00
SA012-950 - Mail Handling, Scanning & Data/Image Storing: PO Box Fee	1.00	50.00	50.00
		Subtotal:	6,077.90

Invoice No: INV-20322-M8N1T6

Page 2 of 2