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12  
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

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

16 Plaintiff,

17 v.

18 MUFG UNION BANK, N.A.,

19 Defendant.

Case No. BC680214

**(Assigned for All Purpose to the Honorable  
Elaine Lu, Dept. 9)**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARDED  
ATTORNEYS' FEES, COSTS, AND  
INCENTIVE AWARD**

Action Filed: October 19, 2017

Amended Complaint Filed: July 29, 2020

Trial Date: None Set

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25 On July 25, 2024, this Court heard Plaintiff Maureen Harrold's Unopposed Motion for Final  
26 Approval of Class Action Settlement and Unopposed Motion for Attorneys' Fees, Costs, and  
27 Incentive Award. No objector appeared at the hearing. The Court granted Preliminary Approval of  
28 the Settlement and conditionally certified the Settlement Class on January 25, 2024, and now finds

1 due and adequate Notice was given to the Settlement Class. The Court having considered the  
2 Settlement Agreement and Release (“Agreement” or “Settlement”) entered into between Plaintiff  
3 and Defendant U.S. Bank National Association as successor in interest to MUFG Union Bank,  
4 National Association (“Defendant”), all papers filed and proceedings had herein, all oral and written  
5 comments regarding the Settlement, and having reviewed the record in this Action, and good cause  
6 appearing,

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. All terms used herein shall have the same meaning as defined in the Settlement  
9 Agreement.

10 2. Except for the Settlement Class member identified in paragraph 5 below, all  
11 Settlement Class Members and all Released Claims are covered by and included within the  
12 Settlement and this Final Approval Order and Judgment.

13 3. The Settlement Class is defined as follows and subject to the stated exclusions below:  
14 **All MUFG Union Bank, National Association consumer checking**  
15 **Accountholders in California who were assessed one or more APSN Fees**  
16 **during the Class Period.**

17 Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers, and  
18 directors; all Accountholders in the Settlement Class who make a timely election to be excluded by  
19 opting-out; and all judges and judicial referees assigned to these proceedings and their immediate  
20 family members.

21 4. The Class Period means the period from October 19, 2013 through February 28,  
22 2019.

23 5. \_\_\_\_ Settlement Class members have requested to be excluded from the Settlement  
24 and are identified as follows: \_\_\_\_\_. They are not bound by the  
25 Settlement of the Action.

26 6. The Court finds that no Settlement Class Members objected to the Settlement.

27 7. As stated in the Preliminary Approval Order, this Court finds and determines that the  
28 proposed Settlement Class, as defined above, meets all of the legal requirements for class

1 certification, for settlement purposes only, in that (a) the number of members of the Settlement Class  
2 is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the  
3 members of the Settlement Class; (c) the claims of the Plaintiff are typical of the claims of the  
4 members of the Settlement Class; (d) the Plaintiff is an adequate representative for the Class, and  
5 has retained experienced and adequate Class Counsel; (e) the questions of law and fact common to  
6 the members of the Settlement Class predominate over any questions affecting any individual  
7 members of the Settlement Class; and (f) a class action is superior to the other available methods  
8 for the fair and efficient adjudication of the controversy.

9 8. The Court finally appoints Maureen Harrold as the Class Representative.

10 9. The Court finds, for settlement purposes only, that Jonathan M. Streisfeld of  
11 Kopelowitz Ostrow P.A.; Andrea R. Gold of Tycko & Zavareei, LLP; Taras Kick of The Kick Law  
12 Firm, APC; Richard D. McCune of McCune Law Group; and Jeffrey Kalief of KaliefGold PLLC  
13 are qualified and experienced attorneys capable of adequately representing the Settlement Class,  
14 and they are finally approved as Class Counsel.

15 10. The Court finally appoints Kroll Settlement Administration LLC as the Settlement  
16 Administrator. The Settlement Administrator shall be subject to the jurisdiction of the Court with  
17 respect to the administration of the Settlement and shall comply with the terms of the Settlement.

18 11. The Court finds that the distribution of the Notice of the Settlement has been  
19 completed in conformity with the Court's Preliminary Approval Order. The Court finds that the  
20 Notice was the most practicable under the circumstances and provided due and adequate notice of  
21 the proceedings and of the terms of the Settlement, and fully satisfied the requirements of California  
22 Rules of Court, rules 3.766 and 3.769(f), and Due Process. The Court also finds that all Settlement  
23 Class Members were given a full and fair opportunity to participate in the Final Approval Hearing,  
24 all Settlement Class Members wishing to be heard have been heard, and all Settlement Class  
25 Members have had a full and fair opportunity to exclude themselves from the Settlement Class.

26 12. The Court hereby grants Final Approval of the terms of the Settlement and finds that  
27 the Settlement is, in all respects, fair, adequate, and reasonable. Plaintiff has satisfied the  
28 requirements for Final Approval of the Settlement. The Parties are directed to effectuate the

1 Settlement according to its terms and this Order. The Court finds that the Settlement has been  
2 reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds  
3 that the Parties have conducted extensive investigation and research, and their attorneys were able  
4 to reasonably evaluate their respective positions.

5 13. The Court finds that the Settlement will avoid additional and potentially substantial  
6 costs, as well as the delay and risks associated with protracted litigation.

7 14. The Settlement is not an admission by Defendant, nor is this Final Approval Order  
8 and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant.  
9 Neither this Final Approval Order and Judgment, the Settlement, nor any document referred to  
10 herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an  
11 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against  
12 Defendant.

13 15. The amount of Settlement Class Member Payments to be paid to each individual  
14 Settlement Class Member from the Net Settlement Fund shall be calculated as specified in the  
15 Agreement, by the deadline specified in the Agreement, and in accordance with its other terms.

16 16. As of the date Defendant completes an Account credit for a Settlement Class Member  
17 Payment or the date the Settlement Administrator sends a Settlement Class Member Payment by  
18 check, the Releasing Party shall automatically be deemed to have fully and irrevocably released and  
19 forever discharged the Released Parties of and from any and all liabilities, rights, claims, actions,  
20 causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or  
21 unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal,  
22 statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are  
23 based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were  
24 or could have been alleged in the Action relating to the assessment of APSN Fees by Defendant  
25 ("Released Claims").

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

1 or proceeding of any kind.

2 18. In the event the Settlement is terminated, the Agreement shall be considered null and  
3 void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease  
4 to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the  
5 Parties had not entered into the Agreement, with all of the Parties' respective pre-Settlement rights,  
6 claims, and defenses retained and preserved.

7 19. The Court finds Class Counsel's requested attorneys' fees of \$ \_\_\_\_\_,  
8 representing \_\_\_% of the Settlement Fund, is reasonable based on the percentage-of-the-benefit  
9 method and the lodestar cross-check. Class Counsel's hourly rates are in line with prevailing market  
10 rates and the hours worked are also reasonable. That award shall be paid to Class Counsel from the  
11 Settlement Fund by the deadline specified in the Agreement.

12 20. The Court further finds the request for reimbursement of \$ \_\_\_\_\_ for litigation  
13 costs is reasonable based on the work necessary to achieve this favorable class Settlement and is to  
14 be paid to Class Counsel from the Settlement Fund by the deadline specified in the Agreement.

15 21. The Court finds that Plaintiff took a reputational risk by initiating and assisted with  
16 the prosecution and litigation of the Action to help secure a favorable Settlement for the benefit of  
17 the Settlement Class. The Court therefore awards a \$ \_\_\_\_\_ Class Representative Service  
18 Award to be paid to Plaintiff Maureen Harrold as Class Representative by the deadline specified in  
19 the Agreement.

20 22. The Court approves payment of the Settlement Administration Costs of up to  
21 \$96,312.99 to be paid to the Settlement Administrator from the Settlement Fund in accordance with  
22 the terms in the Agreement.

23 23. Pursuant to Code of Civil Procedures § 384(b), the Court determines that \$ \_\_\_\_\_  
24 (\$5,000,000.00 less the amount awarded to Class Counsel for attorneys' fees and costs and the  
25 Incentive Award to the Class Representative) will be payable to the Settlement Class Members.

26 24. Pursuant to Settlement Agreement and Releases, Code of Civil Procedure § 664.6,  
27 and California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the Class  
28 Representative, each Settlement Class Member, and Defendant to enforce the terms of the

1 Settlement Agreement and Releases, Final Approval Order, and this judgment. Specifically, without  
2 affecting the finality of the Court’s Final Approval Order or this Final Judgment in any way, the  
3 Court retains jurisdiction over: (a) implementation and enforcement of the Settlement Agreement  
4 pursuant to further order of the Court until the Final Judgment contemplated hereby has become  
5 effective and each and every act agreed to be performed by the Parties shall have been performed  
6 pursuant to the Settlement Agreement; (b) any other action necessary to conclude this Settlement  
7 and to implement the Settlement Agreement; and (c) the construction and interpretation of the  
8 Settlement Agreement.

9       25. Notice of entry of this judgment shall be provided to the Settlement Class by posting  
10 the Final Approval Order and this judgment on the Settlement Website for a period of not less than  
11 60 days from the date of this judgment.

12       26. This document shall constitute a judgment for purposes of Rule 3.769(h).

13       27. The Court finds that no just reason exists for delay in entering this Final Judgment  
14 and, accordingly, the Clerk is hereby directed forthwith to enter this Final Judgment.

15       28. A status hearing is hereby set for \_\_\_\_\_, **2025** at \_\_\_\_ a.m./p.m., during  
16 which the Court will confer with the Parties’ counsel regarding the status of Residual Funds  
17 remaining after distributions to the Settlement Class Members. The Court will then evaluate whether  
18 it appears economically feasible to pay additional *pro rata* distributions to participating Settlement  
19 Class Members who received Settlement Class Member Payments. Alternatively, the Court may  
20 determine the Residual Funds should be paid to the *cy pres* recipient in accordance with Code of  
21 Civ. Proc. § 384(b) and the Agreement, amending the judgment in this Action accordingly at the  
22 appropriate time following the submission of a final report to the Court. The Court will set a deadline  
23 for a final report after the hearing on the status of the Settlement’s administration, and thereafter  
24 amend the judgment to direct payment to the *cy pres* recipient.

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Elaine Lu  
Judge of the Superior Court