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13 *Class*

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

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

18 Plaintiff,

19 v.

20 MUFG UNION BANK, N.A.,

21 Defendant.

Case No. BC680214

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

**JOINT DECLARATION OF ANDREA R.  
GOLD AND JONATHAN M.  
STREISFELD IN SUPPORT OF  
UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: July 25, 2024  
Time: 10:00 A.M.

Complaint Filed: October 19, 2017

Amended Complaint Filed: July 29, 2020  
Trial Date: None Set

1 Andrea R. Gold and Jonathan M. Streisfeld declare as follows:

2 1. We were appointed Class Counsel<sup>1</sup> in the Preliminary Approval Order and under the  
3 Settlement with MUFG Union Bank, N.A. being presented to the court for Final Approval. We  
4 submit this declaration, in conjunction with the declaration of our co-Class Counsel, Taras Kick, in  
5 support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement. We have  
6 personal knowledge of the facts set forth in this declaration and could testify competently as to them  
7 if called upon to do so.

8 2. Our qualifications and those of our law firms to serve as Class Counsel are detailed  
9 in our separate declarations filed in support of the Unopposed Motion for Attorneys' Fees, Costs,  
10 and Incentive Award, which we incorporate by reference.

11 3. The \$5,000,000.00 recovery is in our opinion an excellent and favorable result given  
12 the complexity of the litigation. Based on Plaintiff's expert data analysis, the Settlement Class's  
13 most likely recoverable damages at trial would have been approximately \$13.3 million. The  
14 Settlement will afford Plaintiff and the Settlement Class a recovery of approximately 37% of their  
15 most probable damages. The Settlement will provide Settlement Class Members with substantial  
16 relief that is well within the range of reasonable recovery in this Circuit in light of the many  
17 continued litigation risks. Such litigation risks were significant. Plaintiff faced the risk of losing the  
18 Motion for Judgment on the Pleadings, at class certification, summary judgment, at trial, or on a  
19 subsequent appeal based on Union Bank's various theories and defenses, including its defense that  
20 the Account Agreement permitted APSN Fees and the arbitration defense that Union Bank claims  
21 applies to all Accountholders in the Settlement Class.

22 4. Each of these risks, by itself, could have impeded the successful prosecution of these  
23 claims at trial and in an eventual additional appeal—resulting in zero benefit to the Settlement Class.  
24 Plaintiff's \$5,000,000.00 recovery is outstanding given the complexity of the litigation and the  
25 significant barriers that would loom in the absence of settlement. Based on Plaintiff's expert data  
26 \_\_\_\_\_

27 <sup>1</sup> The capitalized terms used herein are defined and have the same meaning as used in the Amended  
28 Settlement Agreement and Releases unless otherwise stated.

analysis, the Settlement Class's most likely recoverable damages at trial would have been approximately \$13.3 million. Each Settlement Class Member's maximum realistic recovery depends on the number of APSN Fees assessed during the Class Period. For some, only one APSN Fee was assessed. An expert is required to evaluate complicated account-level transaction data on the days that Overdraft Fees were assessed and to identify which Debit Card Transactions were authorized against a positive available balance, something the average Accountholder would not recognize from her Account statements. The Settlement will afford Plaintiff and the Settlement Class a recovery of approximately 37% of their most probable damages, without further risks attendant to litigation. This is on par with other account fee class actions challenging APSN Fees.

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

## Background and Procedural History

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

7. Plaintiff filed her initial Complaint on October 19, 2017. She submitted her First Amended Complaint on March 7, 2019. Plaintiff's First Amended Class Action Complaint alleges putative class claims that Union Bank improperly charged Overdraft Fees on Debit Card

1 Transactions that authorized against a positive balance but settled against a negative balance due to  
2 intervening charges. These challenged fees are also referred to as “authorize positive settle  
3 negative” or APSN Fees. She alleges claims of breach of contract including the covenant of good  
4 faith and fair dealing and violations of California consumer protection laws. Plaintiff sought relief  
5 including damages and/or restitution for all APSN Fees; an injunction against Union Bank barring  
6 it from continuing to misrepresent its Overdraft Fee policies in its publicly available account  
7 documents, continuing to charge Overdraft Fees on transactions that do not actually overdraw  
8 accounts, and conducting business via the complained-of unlawful and unfair business practices;  
9 pre-judgment interest; attorney’s fees and costs.

10 8. Plaintiff’s claims and the class claims arise from a common nucleus of facts.  
11 Accountholders maintained Accounts that were assessed APSN Fees based on uniform Account  
12 Agreements and promises.

13 9. Common legal issues that unite the Settlement Class include (1) the elements of  
14 Plaintiff’s claims and Union Bank’s defenses (including the arbitration defense), (2) whether Union  
15 Bank breached its contracts and the covenant of good faith and fair dealing by assessing APSN Fees,  
16 (3) whether Union Bank violated the UCL or CLRA or committed statutory fraud when assessing  
17 APSN Fees, (4) whether Plaintiff and the Class Members have sustained damages, and (5) the  
18 measure of damages or restitution. No legal issues affect only individual Accountholders in the  
19 Settlement Class.

20 10. Plaintiff’s claims are also typical of the claims of Settlement Class Members. They  
21 are based on the same facts and underlying legal theories. Ms. Harrold and all Settlement Class  
22 members were assessed APSN Fees pursuant to the same uniform contracts of the Bank.

23 11. Her claims are not antagonistic to or in conflict with other Accountholders’ claims.  
24 She pursues the same legal theories challenging the same course of Union Bank’s conduct as the  
25 other class members.

26 12. Plaintiff’s and the Settlement Class’s claims turn on the same alleged promises,  
27 misrepresentations, and omissions, and she seeks remedies equally applicable and beneficial to her  
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1 fellow Accountholders.

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

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

9       15.     On October 16, 2018, the Honorable Candace Cooper was appointed as the  
10 Arbitrator.

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

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

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

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

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

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

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

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

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

13           25.     On January 25, 2022, Union Bank filed a Motion for Judgment on the Pleadings,  
14 arguing the Account Agreement permitted the challenged fee practice.

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

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

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

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

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

5 31. Plaintiff's expert completed the work necessary to identify Accountholders in the  
6 Settlement Class and their APSN Fees.

7 32. The Parties signed the Agreement effective January 25, 2023.

8 33. On January 30, 2023, Plaintiff filed her Motion for Unopposed Preliminary  
9 Approval.

10 34. After that, on the Court's instruction, Plaintiff also submitted two supplemental  
11 memoranda in support of Preliminary Approval, one on August 15, 2023, and one on December 29,  
12 2023, and amended the Settlement Agreement as instructed by the Court.

13 35. On January 25, 2024, the Court entered the Preliminary Approval Order, following  
14 which Class Counsel worked with the Settlement Administrator to complete the Notice Program.

15 36. On May 10, 2024, the Unopposed Motion for Attorneys' Fees, Costs, and Incentive  
16 Award was filed.

17 37. A true and correct copy of the Docket Sheet from this matter is attached as *Exhibit*  
18 *5* hereto.

19 38. A true and correct copy of the Amended Settlement Agreement ("Settlement" or  
20 "Settlement Agreement") is attached as *Exhibit 6* hereto.

21 **Class Counsel's Investigation**

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

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

2       41. Before filing suit in this case, Class Counsel spent many hours investigating the  
3 claims to gather information about Union Bank's conduct and its impact on consumers. This  
4 information was essential to Class Counsel's ability to understand the nature of Union Bank's  
5 conduct, the language of the Account Agreements at issue, and potential remedies.

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

11       43. Class Counsel conducted a thorough investigation and analysis of Plaintiff's claims  
12 via formal and informal discovery and engaged in analysis of the fundamental legal issues of the  
13 enforceability of the arbitration provision and whether the APSN Fees were improper and unlawful.  
14 Class Counsel persisted in Plaintiff's successful challenge to the enforceability of the arbitration  
15 provision, allowing this case to proceed as a class action and ultimately the Settlement.

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

19       45. Class Counsel spent a significant amount of time analyzing data regarding Union  
20 Bank's fee revenue related to the assessment of APSN Fees, with Mr. Olsen's assistance. Prior to  
21 mediation, Union Bank supplied information concerning its estimate of most probable damages and  
22 provided aggregate Overdraft Fee information for the relevant time period from which Plaintiff's  
23 counsel have been able to work with the Mr. Olsen to scrutinize Union Bank's estimate. Class  
24 Counsel and Plaintiff's expert used this data to analyze the damages at issue for mediation.

25       46. After the Term Sheet was signed, Mr. Olsen also spoke with Union Bank's  
26 representatives to confirm availability of necessary data. Mr. Olsen completed the necessary work  
27 to identify the APSN Fees assessed to Accountholders in the Settlement Class, which allowed the  
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1 Parties to deliver a class list to the Settlement Administrator for the Notice Program and ultimate  
2 distribution of the Net Settlement Fund.

3 47. Based on Plaintiff's expert data analysis, the Settlement Class's most likely  
4 recoverable damages at trial in this matter would have been approximately \$13.3 million.

5 48. However, Plaintiff and the Settlement Class faced legal risks in the absence of a  
6 settlement.

7 49. Union Bank filed a Motion for Judgment on the Pleadings, which argues that its  
8 contracts permitted the assessment of APSN Fees. If Union Bank were to prevail on this argument,  
9 the Settlement Class likely would recover nothing in this action.

10 50. Union Bank further intends to continue raising its argument that all Accountholders  
11 were required to arbitrate their claims, which poses a risk that the class would not achieve  
12 certification or that only a more limited class would be certified.

13 51. Even if Plaintiff prevailed on these pre-trial motions and at trial, Union Bank would  
14 likely appeal.

15 52. If Plaintiff prevailed, this additional litigation activity would still likely cause class  
16 members to wait years for any eventual recovery.

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

22 54. Given these risks, in my view and taking into account our extensive experience in  
23 bank fee litigation, the settlement amount of \$5,000,000, representing 37% of potential damages, is  
24 reasonable, fair and adequate.

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

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

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

## The Settlement

58. Plaintiff settled the Action with the benefit of important formal and informal discovery resulting in an expert analysis of key documentation and data regarding Union Bank's assessment and collection of APSN Fees.

59. In formal discovery, Union Bank produced multiple versions of the relevant Account Agreements, fee schedules, and other policy documents. In informal discovery in advance of mediation, Union Bank also produced data to estimate the challenged APSN Fees. As noted above, Class Counsel retained and consulted with Mr. Olsen regarding the data. The review of this information and data positioned Class Counsel to evaluate with confidence the strengths and weaknesses of Plaintiff's claims and prospects for success if Plaintiff was able to succeed in defeating the Motion for Judgment on the Pleadings and then litigate class certification, summary judgment, and trial.

60. The record provides sufficient information for this Court to determine that the Settlement is fair. Further, there is no reason to doubt the Settlement's fairness. Plaintiff has litigated this Action since 2017, and Class Counsel have been involved in similar litigation for over a decade.

61. The litigation has been hard-fought as the Parties have engaged in motion practice, an arbitration proceeding, and formal and informal discovery, including having reviewed pertinent Account data to understand the scope of the damages at issue and sustained by the Settlement Class.

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1 empower our partners, educators and communities to implement financial education in the  
2 classroom.” <https://cajumpstart.org/about-us/about-us/mission>. Neither Class Counsel nor the  
3 Plaintiff have any interest or involvement in the governance or work of this new proposed *cy pres*  
4 recipient.

5 67. Class Counsel have not been paid for their extensive efforts or reimbursed for  
6 litigation costs and expenses incurred. Consistent with the Agreement, in the Unopposed Motion  
7 for Attorneys’ Fees, Costs, and Incentive Award, Class Counsel request \$1,666,650 for attorneys’  
8 fees (equal to 33.33% of the \$5,000,000.00 Settlement Fund), as well as reimbursement of litigation  
9 costs totaling \$60,458.10 incurred in connection with the Action. The Parties negotiated and reached  
10 agreement regarding fees and costs only after agreeing on all material terms of the Settlement. Such  
11 award is subject to this Court’s approval and will serve to compensate for the time, risk and expense  
12 Plaintiff’s counsel incurred pursuing claims for the Settlement Class. Class Counsel also moved for  
13 an Incentive Award of \$10,000.00 for Plaintiff as the Class Representative. The justification for that  
14 award is provided in that motion.

15 68. The Parties concluded that the benefits of settlement in this Action outweigh the risks  
16 and uncertainties of continued litigation, as well as the attendant time and expenses associated with  
17 the Motion for Judgment on the Pleadings and, if Plaintiff were successful on that Motion, class  
18 certification discovery and contested class certification proceedings, completing merits discovery,  
19 pretrial motion practice, trial, and finally likely appellate review.

20 **Risks of Continued Litigation**

21 69. Plaintiff and Class Counsel are confident in the strength of this case, but they are also  
22 pragmatic in their awareness of the various defenses available to Union Bank, and the risks inherent  
23 to litigation. Plaintiff faced the risk of losing the pending Motion for Judgment on the Pleadings, at  
24 class certification, summary judgment, at trial, or on a subsequent appeal based on Union Bank’s  
25 various theories and defenses, including its defense that the Account Agreement permitted APSN  
26 Fees and the arbitration defense that Union Bank claims applies to all Accountholders in the  
27 Settlement Class.

1           70. Each of these risks, by itself, could have impeded the successful prosecution of these  
2 claims at trial and in an eventual additional appeal—resulting in zero benefit to the Settlement Class.  
3 Under the circumstances, Plaintiff and Class Counsel appropriately determined that the Settlement  
4 reached outweighs the gamble of continued litigation.

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

18           72. The claims and defenses in this Action are complex, as is clear by the record and  
19 Class Counsel's efforts in other financial institution fee cases that have been hard fought for years.  
20 There is no doubt that continued litigation here would be difficult, expensive, and time consuming.  
21 The risks and obstacles in this case are just as significant or more significant as those in other  
22 financial institution fee cases and this case would likely have taken years as well to successfully  
23 prosecute. Recovery by any means other than settlement would require additional years of litigation.  
24 Under the circumstances, Plaintiff and Class Counsel appropriately determined that the Settlement  
25 reached with Defendant outweighs the gamble of continued litigation.

26           73. The Settlement provides immediate and substantial benefits to tens of thousands of  
27 Accountholders. The proposed Settlement is the best vehicle for the Settlement Class to receive the  
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1 relief to which they are entitled in a prompt and efficient manner.

2       74. Whether the Action would have been tried as a class action is also relevant in  
3 assessing the fairness of the Settlement. As the Court had not yet certified a class at the time the  
4 Agreement was executed, it is unclear whether certification would have been granted. This litigation  
5 activity would have required the Parties to expend significant resources.

6       75. Plaintiff's best-case scenario would be full reimbursement of all APSN Fees.  
7 However, Union Bank disputes the APSN Fees breach the contract or violate consumer protection  
8 laws. Cases pursuing this legal theory have yet to be successfully tried to judgment. Thus, the  
9 Settlement Fund amount to be distributed pro rata to Settlement Class Members based on the number  
10 of APSN Fees assessed to each of them is an excellent recovery.

11       76. In sum, the \$5,000,000.00 in cash is fair and reasonable in light of Union Bank's  
12 defenses, and the challenging and unpredictable path of litigation Plaintiff would have faced absent  
13 a settlement, providing an excellent result.

14                                   **Class Treatment is Appropriate**

15       77. For Settlement purposes, the Parties have agreed to certify a Settlement Class defined  
16 as: "all MUFG Union Bank, N.A. consumer checking Accountholders in California who were  
17 assessed one or more APSN Fee during the Class Period," which is from October 19, 2013 through  
18 February 28, 2019. The Class Period closes as of that date based on Union Bank stopping the  
19 assessment of APSN Fees.

20       78. The numerosity requirement of Civil Code § 1781(b) is satisfied because the  
21 Settlement Class consists of tens of thousands of Accountholders, and joinder of all such persons is  
22 impracticable. The number of Accountholders in the Settlement Class based on data produced by  
23 Union Bank is 81,251 Accountholders. *See* Fenwick Decl. at ¶4. The Settlement Class Members are  
24 ascertainable from Union Bank's account-level transaction records from which APSN Fees are  
25 identified.

26       79. Either common legal questions or fact questions are sufficient to establish  
27 commonality and both are present here. The class claims arise from a common nucleus of facts. The  
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1 Settlement Class members are Accountholders who maintained Accounts that were assessed APSN  
2 Fees based on uniform Account Agreements and promises. Common legal issues that unite the  
3 Settlement Class include (1) the elements of Plaintiff's claims and Union Bank's defenses (including  
4 the arbitration defense), (2) whether Union Bank breached its contracts and the covenant of good  
5 faith and fair dealing by assessing APSN Fees, (3) whether Union Bank violated the UCL or CLRA  
6 or committed statutory fraud when assessing APSN Fees, (4) whether Plaintiff and the Settlement  
7 Class Members have sustained damages, and (5) the measure of damages or restitution. No legal  
8 issues affect only individual Accountholders in the Settlement Class.

9       80. Such common questions predominate because liability questions common to all  
10 members of the Settlement Class substantially outweigh any possible issues that are individual to  
11 each member of the Settlement Class. For example, each Accountholder's relationship with Union  
12 Bank arises from an Account Agreement that is the same or substantially similar in all relevant  
13 respects to the other Accountholders in the Settlement Class and each was subjected to the same  
14 Overdraft Fee policy and APSN Fee assessment practice.

15       81. Plaintiff is an adequate Class Representative. Her claims are not antagonistic to or in  
16 conflict with other Accountholders' claims. She pursues the same legal theories challenging the  
17 same course of Union Bank's conduct. Plaintiff's and the class claims turn on the same alleged  
18 promises, misrepresentations, and omissions, and she seeks remedies equally applicable and  
19 beneficial to her fellow Accountholders. Plaintiff's claims are typical. They are based on the same  
20 facts and underlying legal theories as other Accountholders in the Settlement Class. Like them, she  
21 was assessed APSN Fees.

22       82. As noted above, our firms have significant experience in the litigation, certification,  
23 trial, and settlement of state and national class actions, including numerous claims against banks  
24 and credit unions, through their active roles similar class actions throughout the country, many of  
25 which have settled and finally approved. *See* Firm Resumes of Tycko & Zavareei LLP and  
26 Kopelowitz Ostrow P.A., attached hereto as *Exhibits 1-2*. In litigating these cases, Class Counsel  
27 has been at the forefront of litigating financial institution account fees like APSN Fees.

1           83.     The Kick Law Firm, McCune Law Group, and KalieGold PLLP have also dedicated  
2 a substantial portion of their class action practices to Overdraft Fee and other bank fee challenges.  
3 See Firm Resumes of Co-Counsel, *Exhibits 3-4*, and Kick Decl. These law firms are also identified  
4 as Class Counsel in the Notice that was disseminated to Settlement Class Members.

5           84.     Class Counsel is qualified and competent, possesses extensive knowledge of the  
6 applicable laws, and experience in prosecuting complex class actions in courts throughout the  
7 United States, including ones similar to this case, and have recovered hundreds of millions of dollars  
8 for the classes they represented. The experience, resources, and knowledge Class Counsel brings to  
9 this Action is extensive and formidable. Class Counsel has devoted substantial time and resources  
10 to this Action, is qualified to represent the Settlement Class, and will, along with the Class  
11 Representative, vigorously protect the interests of the Settlement Class.

12           85.     Cases in which each Andrea R. Gold of Tycko & Zavareei LLP has been approved  
13 by a court to act as lead counsel, Class Counsel or Settlement Class Counsel, in addition to this  
14 Action, include *McNeil v. Capital One Bank, N.A.*, No. 1:19-cv-004730-RER-TAM (E.D.N.Y.);  
15 *Stevenson v. Allstate Insurance Co. et al*, No. 4:15-cv-4788-YGR (N.D. Cal.); *Moler, et al. v.*  
16 *University of Maryland Medical System, et al.*, No.: 1:21-cv-01824-JRR (D. Md.); *Jacobs v.*  
17 *FirstMerit Corp., et. al.*, No. 11 CV000090 (Ct. Common Pleas, Lake County, Ohio); *Maria*  
18 *Vergara v. Uber Tech., Inc.*, No. 1:15-CV-06942 (N.D. Ill.); *Szafarz v. United Parcel Service, Inc.*,  
19 No. SUCV2016-2094-BLS2 (Superior Court, Commonwealth of Massachusetts); *Jenna Lloyd, et*  
20 *al. v. Navy Fed. Cred. Union*, Case No. 3:17-cv-01280 (S.D. Cal.); *Harris v. Farmers Insurance*,  
21 No. BC579498 (Super. Ct. State of CA); *Lambert v. Navy Fed. Cred. Union*, No. 19-cv-00103-LO-  
22 MSN (E.D. Va.); *Smith v. Fifth Third Bank*, No. 1:18-cv-464-DRC-SKB (S.D. Ohio); *Hamm, et al.*  
23 *v. Sharp Electronics Corp.*, No. 5:19-cv-00488-JSM-PRK (M.D. Fla); *Clark v. Hills Bank & Tr.*  
24 *Co.*, No. LACV080753 (Iowa Dist. for Johnson Cty.); *Roy v. ESL Fed. Cred. Union*, No. 6:19-cv-  
25 06122-FPG-MJP (W.D.N.Y.); *Glass et al. v. Delta Comm. Cred. Union*, No. 2019CV317322  
26 (Super. Ct. of Fulton Cty., Ga.); *Quirk v. Liberty Bank*, No. X03-HHD-CV20-6132741-S (Sup. Ct.  
27 Dist. of Hartford, Conn.); *Webb, et al. v. City of Maplewood, Missouri*, No. 4:16-cv-1703-CDP (E.D.



1 Mo.); *Baker, et al. v. City of Florissant, Missouri*, No. 4:16-CV-1693 RHH (E.D. Mo.); and *Marino,*  
2 *et al. v. Coach, Inc.* No. 1:16-cv-01122-VEC (S.D.N.Y.).

3       86. Cases in which Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. has been approved  
4 by a court to act as lead or co-counsel, in addition to this Action, are as follows: *Dasher v. RBC*  
5 *Bank, N.A.*, No. 10-cv-22190 (S.D. Fla.); *Lacour v. Whitney Bank*, No. 11-cv-1896 (M.D. Fla.);  
6 *Hawthorne v. Umpqua Bank*, No. 11-cv-06700 (N.D. Cal.); *Hawkins v. First Tenn. Bank, N.A.*, No.  
7 CT-004085-11 (Cir. Ct., Shelby Cty., Tenn.); *Payne v. Old Nat. Bank*, No. 82C01-1012 (Cir. Ct.,  
8 Vanderburgh Cty., Ind.); *Roberts v. Capital One, N.A.*, No. 16-cv-04841 (S.D.N.Y.); *Lloyd, et al. v.*  
9 *Navy Fed. Cred. Union*, No. 17-cv-1280 (S.D. Cal.); *Lashambae v. Capital One Bank, N.A.*, No.  
10 17-cv-06406 (E.D.N.Y.); *Stahl v. Bank of the West*, No. BC673397 (Sup. Ct. of Cal., Cty. of Los  
11 Angeles); *Perks v. TD Bank, N.A.*, No. 1:18-cv-11176 (S.D.N.Y.); *Smith v. Fifth Third Bank*, No.  
12 18-cv-00464 (S.D. Ohio); *Lambert v. Navy Fed. Cred. Union*, No. 19-cv-00103 (E.D. Va.); *Morris*  
13 *v. Provident Cred. Union*, No. CGC-19-581616 (Sup. Ct. of Cal., Cty. of San Fran.); *Roy v. ESL*  
14 *Fed. Cred. Union*, No. 19-cv-06122 (W.D.N.Y.); *Glass v. Delta Comm. Cred. Union*, No.  
15 2019CV317322 (Sup. Ct. Fulton Cty., Ga.); *Thompson v. Comm. Bank, N.A.*, No. 19-cv-0919  
16 (N.D.N.Y.); *Coleman v. Alaska USA Fed. Cred. Union*, No. 19-cv-00229 (D. Alaska); *Fallis v. Gate*  
17 *City Bank*, No. 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D.); *Paris v. Prog. Amer. Ins.*, No.  
18 19-cv-21761 (S.D. Fla.); *Osterndorf v. Grange Indem. Ins.*, No. 19-cv-01147 (S.D. Ohio); *Spielman*  
19 *v. United Serv. Auto. Assoc.*, No. 2:19-cv-01359 (C.D. Cal.); *Rosado v. Barry Univ., Inc.*, No. 20-  
20 cv-21813 (S.D. Fla.); *Baptiste v. GTE Fed. Cred. Union*, No. 20-CA-002728 (Cir. Ct., Hillsborough  
21 Cy., Fla.); *Quirk v. Liberty Bank*, No. X03-HHD-CV20-6132741-S (Sup. Ct. Dist. of Hartford,  
22 Conn.); *Holiday v. Atlanta Postal Cred. Union*, No. 2020CV339077 (Sup. Court Fulton Cty., Ga.);  
23 *Mayo v. Affinity Plus Fed. Cred. Union*, No. 27-CV-20-11786 (Dist. Ct., Cty. of Hennepin, Minn.);  
24 *In re: Luxottica of Am., Inc.*, No. 20-cv-00908 (S.D. Ohio); *Lopez v. Volusion, LLC*, No. 20-cv-  
25 00761 (W.D. Tex.); *Abercrombie v. TD Bank, N.A.*, No. 21-cv-61376 (S.D. Fla.); *Meier v.*  
26 *Prosperity Bank*, 109569-CV (Dist. Ct. Brazoria); *Precision Roofing of N. Florida Inc., et al. v.*  
27 *CenterState Bank*, 3:20-cv-352 (S.D. Fla.); *Checchia v. Bank of America, N.A.*, 2:21-cv-03585 (E.D.

1 Pa.); *Devore, et al. v. Dollar Bank*, GD-21-008946 (Ct. Common Pleas Allegheny); *McNeil v.*  
2 *Capital One Bank, N.A.*, No. 1:19-cv-004730-RER-TAM (E.D.N.Y.); *Aseltine v. Bank of America,*  
3 *N.A.*, No. 3:23-cv-235-MOC-WCM (W.D.N.C.).

4 **Settlement Administrator and Notice Program**

5 87. The Court-appointed Settlement Administrator is Kroll Settlement Administration  
6 LLC, which has overseen the Notice Program and following Final Approval will administer the  
7 Settlement. The Notice Program was designed to provide the best notice practicable and is tailored  
8 to take advantage of the information Union Bank has available about the Settlement Class.

9 88. The completed Notice Program constitutes sufficient notice to all persons entitled to  
10 notice. The Notice Program satisfies all applicable requirements of law and due process.

11 89. The Notice properly informed Accountholders in the Settlement Class of the  
12 substantive terms of the Settlement. It advised Accountholders in the Settlement Class of their  
13 options for opting-out of or objecting to the Settlement, and how to obtain additional information  
14 about the Settlement. The Notice Program was designed to reach a high percentage of the Settlement  
15 Class by sending direct mail and email notices, where necessary, to Settlement Class members and  
16 exceeds the requirements of constitutional due process.

17 90. We are informed by the Settlement Administrator, Kroll, that to date there have been  
18 no objections to the Settlement or attorneys' fee request and there has been one request for exclusion.  
19 The deadline to object or opt-out of the Settlement is June 25, 2024. For those Settlement Class  
20 members who received a Postcard Notice as part of the Notice re-mailing process, the deadline to  
21 object or opt-out of the Settlement is July 10, 2024.

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

24 Executed this 10th day of June 2024, at Kensington, Maryland.

25 /s/ Andrea R. Gold

26 Andrea R. Gold  
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I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed this 10th day of June 2024, at Fort Lauderdale, Florida.

/s/ Jonathan M. Streisfeld  
Jonathan M. Streisfeld

# EXHIBIT 1

## Firm Resume

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

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

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

## Hassan A. Zavareei

### Partner

202.973.0900

hzavareei@tzlegal.com

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

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

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

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

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



### Education

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

Duke University, 1990, *cum laude*

### Bar Admissions

California

District of Columbia

Maryland

Supreme Court of the United States

### Leadership

Public Justice, Vice President

NCLC, Partners Council

### Awards

2023 Chambers USA, Band 1

2022 Law360 Titan of Plaintiffs' Bar

2021 Law360 Class Action MVP

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

### Presentations & Publications

Witness Before the Subcommittee on  
the Constitution and Civil Justice,  
115<sup>th</sup> Congress

Witness Before the Civil Rules  
Advisory Committee, 2018, 2019

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

## Andrea R. Gold

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### Partner

202.973.0900  
agold@tzlegal.com

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

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

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

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

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

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



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### Education

University of Michigan Law School,  
2004

University of Michigan, Ross School  
of Business, 2001

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### Bar Admissions

District of Columbia  
Illinois  
Maryland  
Supreme Court of the United States

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### Memberships

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

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### Awards

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

## Jonathan Tycko

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### Partner

202.973.0900

jtycko@tzlegal.com

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

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

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

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



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### Education

Columbia University Law School,  
1992

The Johns Hopkins University, 1989,  
with Honors

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### Bar Admissions

District of Columbia

Maryland

New York

Supreme Court of the United States

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### Memberships

Law360 Government Contracts  
Editorial Board Member

American Association for Justice

Public Justice

Taxpayers Against Fraud Education  
Fund (TAFEF)

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### Awards and Honors

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

Super Lawyers, 2012-current

Member of the D.C. Bar Leadership  
Academy

Stone Scholar (all three years),  
Columbia Law School

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



## Anna Haac

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### Partner

202.973.0900

ahaac@tzlegal.com



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

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

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

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

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### Education

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

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

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### Bar Admissions

District of Columbia  
Maryland

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### Memberships

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

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

Public Justice

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### Awards

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

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### Presentations & Publications

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

## Annick M. Persinger

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### Partner

510.254.6808  
apersinger@tzlegal.com

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

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

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

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



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### Education

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

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

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### Bar Admissions

California

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### Memberships

American Association for Justice

Plaintiffs' Food Fraud Litigation, 2020  
Steering Committee Member

Public Justice

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### Awards

Elite Women of the Plaintiffs Bar  
(2022)

Super Lawyer, Rising Star 2020

UC Hastings, Best Oral Argument  
2008

## Sabita J. Soneji

### Partner

510.254.6808

ssoneji@tzlegal.com

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

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

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

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

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



### Education

Georgetown University Law Center,  
*magna cum laude*

University of Houston, *summa cum laude*

### Bar Admissions

District of Columbia

California

Supreme Court of the United States

### Memberships

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

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

American Association for Justice

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

Impact Fund

Taxpayers Against Fraud Education  
Fund (TAFEF)

### Awards

Attorney General's Award 2014

### Presentations & Publications

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

## Kristen G. Simplicio

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### Partner

202.973.0900

ksimplicio@tzlegal.com

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

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

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

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

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



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### Education

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

McGill University, 1999

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### Bar Admissions

California

District of Columbia

Supreme Court of the United States

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### Memberships

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

American Association for Justice

Public Justice

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### Presentations & Publications

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

"Rule 23(c)(5) Subclasses:

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

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



## Renée Brooker

### Partner

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reenebrooker@tzlegal.com

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

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

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



### Education

Georgetown University Law Center, 1990

Temple University, 1987

### Bar Admissions

District of Columbia

Pennsylvania

### Memberships

Taxpayers Against Fraud Education Fund (TAFEF)

Board Member, Federal Bar Association Qui Tam Section

National Employment Lawyers Association (NELA)

### Awards

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

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

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

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

Attorney General’s Award for Fraud Prevention, 2011

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

## Eva Gunasekera

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### Partner

202.417.3655  
eva@tzlegal.com

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

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

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



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### Education

Georgetown University Law Center,  
2004

Ohio University, M.A., 2001

Ohio University, B.A., 2000

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### Bar Admissions

District of Columbia

Ohio

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### Memberships

Taxpayers Against Fraud Education  
Fund (TAFEF)

Federal Bar Association Qui Tam  
Section

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### Presentations & Publications

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

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

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

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

## Katherine M. Aizpuru

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### Partner

202.973.0900

kaizpuru@tzlegal.com

Katherine M. Aizpuru is a Partner in Tycko & Zavareei LLP's Washington, D.C. office. Her practice focuses on protecting consumers and whistleblowers from fraudulent and unfair practices. Ms. Aizpuru has fought predatory financial institutions and mortgage servicers that wrongfully took money from consumers, service providers that snuck junk fees into their invoices, and tech companies that violated user privacy. She has also represented whistleblowers who exposed illegal practices in the healthcare industry. Ms. Aizpuru has taken on some of the world's most prominent corporations and financial institutions and has recovered millions of dollars for consumers.

Before joining Tycko & Zavareei LLP as a partner in 2024, Ms. Aizpuru litigated on behalf of consumers in the Federal Trade Commission's Division of Financial Practices. There, she led the FTC's first ever case against a cryptocurrency company and its former executives. She also secured settlements that shut down a pair of student debt relief scams, required the defendants to turn over their assets—including personal bank accounts, vehicles, and properties—for consumer redress, and banned the principals from working in the debt relief industry. Ms. Aizpuru's other work at the FTC included investigations involving fair lending, dark patterns, and unfair and deceptive practices in the fintech and auto sales industries. Ms. Aizpuru also served as a trial attorney at the Department of Justice, where she represented federal agencies, such as the U.S. Section of the International Boundary and Water Commission, the Kennedy Center for the Performing Arts, and the Defense Health Agency, in complex litigation and bankruptcy proceedings.

Ms. Aizpuru was an associate at Tycko & Zavareei LLP from 2017 to 2021. She earned her law degree cum laude from Harvard Law School and clerked for the Honorable Catharine F. Easterly on the District of Columbia Court of Appeals and the Honorable Theodore D. Chuang on the U.S. District Court for the District of Maryland. Prior to law school, Ms. Aizpuru graduated with a Bachelor of Arts with High Honors from Swarthmore College.



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### Education

Harvard Law School, 2014

Swarthmore College, 2010, High Honors

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### Bar Admissions

District of Columbia

Massachusetts

New York

U.S. District Courts for the Districts of Colorado, D.C., Maryland, Massachusetts, Eastern District of New York, Southern District of New York

U.S. Courts of Appeals for the Fourth, Second, and Seventh Circuits

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### Awards

2023 Director's Award, Federal Trade Commission, Bureau of Consumer Protection, in recognition of outstanding contributions to the Bureau.

Selected to 2020 & 2021 Washington, D.C. Super Lawyers Rising Stars List.

## Allison W. Parr

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### Associate

202.973.0900

aparr@tzlegal.com

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

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

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



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### Education

Georgetown University Law Center,  
2018

John Hopkins University, 2013

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### Bar Admissions

New York  
District of Columbia  
Supreme Court of the United States

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### Memberships

Public Justice  
The Sedona Conference

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### Awards

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

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### Presentations & Publications

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

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

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



## Leora N. Friedman

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### Associate

202.973.0900

lfriedman@tzlegal.com

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

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

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

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

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



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### Education

Georgetown University Law Center,  
2020

Princeton University, 2014

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### Bar Admissions

District of Columbia

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### Memberships

Public Justice

Executive Editor, Georgetown  
Environmental Law Review, 2019–  
2020

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### Awards

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

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### Publications

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

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

## Spencer Hughes

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### Associate

510.254.6808  
shughes@tzlegal.com

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

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

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

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

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



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### Education

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

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### Bar Admissions

California  
District of Columbia  
Supreme Court of the United States

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### Memberships

American Constitution Society  
Public Justice

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### Awards

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

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### Presentations & Publications

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

## Gemma Seidita

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### Associate

202.973.0900  
gseidita@tzlegal.com

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

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

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



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### Education

Duke University School of Law, 2018,  
*cum laude*

University of Virginia, 2015, with  
Distinction

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### Bar Admissions

California  
District of Columbia  
Massachusetts

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### Memberships

Public Justice

## Jaclyn S. Tayabji

### Associate

202.973.0900

[jtayabji@tzlegal.com](mailto:jtayabji@tzlegal.com)

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

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

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



### Education

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

Emory University, 2016

### Bar Admissions

District of Columbia

### Memberships

Public Justice

### Awards

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

### Presentations & Publications

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

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

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

## David W. Lawler

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### Of Counsel

202.973.0900  
dlawler@tzlegal.com

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

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

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

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



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### Education

Creighton University School of Law,  
1997

University of California, Berkeley,  
1989

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### Bar Admissions

District of Columbia

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### Memberships

American Association for Justice  
Public Justice

## F. Peter Silva II

### Of Counsel

202.973.0900

psilva@tzlegal.com

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

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

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

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

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



### Education

University of Miami, School of Law,  
2010

San Diego State University, 2007

### Bar Admissions

Virginia

District of Columbia

Maryland

California

Supreme Court of the United States

### Memberships

National Association of Consumer  
Advocates

Public Justice

### Awards

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

### Presentations & Publications

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

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



## Wesley M. Griffith

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### Of Counsel

510.254.6808  
wgriffith@tzlegal.com

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

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

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

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

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

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

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



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### Education

University of Chicago Law School,  
2012

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

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### Bar Admissions

California  
Supreme Court of the United States

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### Memberships

Pro Bono Panel, Ninth Circuit Court  
of Appeal

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

Legal Aid Foundation of Los Angeles,  
Advisory Board Member

Public Justice

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### Awards

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

2020 and 2021 Mentorship Award,  
Jenner & Block LLP

## Shana Khader

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### Of Counsel

202.973.0900

skhader@tzlegal.com

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

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

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

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



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### Education

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

Occidental College, 2005, *magna cum laude*

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### Bar Admissions

New York

Texas

District of Columbia

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### Memberships

American Association for Justice  
Public Justice

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### Awards

Kirkland & Ellis New York City  
Public Service Fellow

Hamilton Fellow

Pro Bono Honors

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### Presentations & Publications

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

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



## Glenn Chappell

### Of Counsel

202.973.0900

gchappell@tzlegal.com

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

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

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

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

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



### Education

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

### Bar Admissions

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

### Memberships

Order of the Coif  
Public Justice

### Publications

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

## Cort Carlson

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### Fellow

510.254.6808

ccarlson@tzlegal.com

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

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



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### Education

University of California, Berkeley  
School of Law, 2022

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

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### Bar Admissions

California

United States District Court for the  
Northern District of California

United States District Court for the  
Eastern District of California

United States District Court for the  
Central District of California

United States District Court for the  
Southern District of California

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### Memberships

Public Justice

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### Awards

Ranked in 2024 Best Lawyers Ones to  
Watch

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

Hart Award for Outstanding  
Academic Achievement, The George  
Washington University

## Schuyler Standley

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### Fellow

202.973.0900

sstandley@tzlegal.com

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

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



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### Education

University of California, Berkeley  
School of the Law, 2021

American University, 2016

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### Bar Admissions

Illinois

District of Columbia

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### Memberships

Public Justice

## Em Feder Cooper

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### Fellow

510.254.6808  
ecooper@tzlegal.com

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

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



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### Education

New York University School of Law,  
2023

Johns Hopkins University, 2013

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### Bar Admissions

California

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### Memberships

Public Justice

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### Presentations & Publications

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

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

## Shilpa Sadhasivam

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### Fellow

202.973.0900

ssadhasivam@tzlegal.com

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

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

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



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### Education

Harvard Law School, 2023

Cornell University, 2019

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### Bar Admissions

District of Columbia

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### Memberships

Public Justice

# **EXHIBIT 2**



## FIRM RESUME

One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301

**Telephone:** 954.525.4100

**Facsimile:** 954.525.4300

**Website:** [www.kolawyers.com](http://www.kolawyers.com)

**Miami – Fort Lauderdale – Boca Raton**



## OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

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## WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.



# CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

## CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

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## MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

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## OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

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## FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit [www.kolawyers.com](http://www.kolawyers.com).

*Devore, et al. v. Dollar Bank*, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

*Nimsey v. Tinker Federal Credit Union*, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

*Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank*, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

*Checchia v. Bank of America, N.A.*, 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

*Quirk v. Liberty Bank*, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

*Meier v. Prosperity Bank*, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

*Abercrombie v. TD Bank, N.A.*, 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

*Perks, et al. v. TD Bank, N.A.*, 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

*Fallis v. Gate City Bank*, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

*Mayo v. Affinity Plus Fed. Credit Union*, 27-CV-20-11786 (4th Judicial District Minn. 2022) - \$1 million

*Glass, et al. v. Delta Comm. Cred. Union*, 2019CV317322 (Sup. Ct. Fulton Cty., Ga. 2022) - \$2.8 million

*Roy v. ESL Fed. Credit Union*, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

*Wallace v. Wells Fargo*, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

*Doxey v. Community Bank, N.A.*, 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

*Coleman v. Alaska USA Federal Credit Union*, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

*Smith v. Fifth Third Bank*, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

*Lambert v. Navy Federal Credit Union*, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

*Roberts v. Capital One, N.A.*, 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

*Baptiste v. GTE Financial*, 20-CA-002728 (Cir. Ct. Hillsborough 2021) - \$975,000

*Morris v. Provident Credit Union*, CGC-19-581616 (Sup. Ct. San Francisco 2020) - \$1.1 million

*Lloyd v. Navy Federal Credit Union*, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5 million

*Farrell v. Bank of America, N.A.*, 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

*Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

*Morton v. Green Bank*, 11-135-IV (20<sup>th</sup> Judicial District Tenn. 2018) - \$1.5 million

*Hawkins v. First Tenn. Bank*, CT-004085-11 (13<sup>th</sup> Jud. Dist. Tenn. 2017) - \$16.75 million

*Payne v. Old National Bank*, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

*Swift. v. Bancorpsouth*, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

*Mello v. Susquehanna Bank*, 1:09-MD-02046 (S.D. Fla. 2014) - \$3.68 million

*Johnson v. Community Bank*, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

*McKinley v. Great Western Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

*Blabut v. Harris Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

*Wolfgeher v. Commerce Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

*Case v. Bank of Oklahoma*, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million Settlement

*Hawthorne v. Umpqua Bank*, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million Settlement

*Simpson v. Citizens Bank*, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

*Harris v. Associated Bank*, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

*LaCour v. Whitney Bank*, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

*Orallo v. Bank of the West*, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

*Taulava v. Bank of Hawaii*, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

# FALSE PRICING

## CONSUMER PROTECTION

## MASS TORT

*Gattinella v. Michael Kors* (USA), 14-Civ-5731 (WHP) (S.D. NY 2015) - \$4.875 million

*Stathakos v. Columbia Sportswear*, 4:15-cv-04543-YGR (N.D. Ca. 2018) - Injunctive relief prohibiting deceptive pricing practices

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*Lopez, et al. v. Volusion, LLC*, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million

*Gupta v. Aeries Software, Inc.*, 8:20-cv-00995 (C.D. Ca. 2022) - \$1.75 million

*In Re: CaptureRx Data Breach*, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million

*Ostendorf v. Grange Indemnity Ins. Co.*, 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) – \$12.6 million

*Walters v. Target Corp.*, 3:16-cv-1678-L-MDD (S.D. Cal. 2020) – \$8.2 million

*Papa v. Grieco Ford Fort Lauderdale, LLC*, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million

*Bloom v. Jenny Craig, Inc.*, 18-cv-21820-KMM (S.D. Fla. 2019) - \$3 million

*Masson v. Tallahassee Dodge Chrysler Jeep, LLC*, 1:17-cv-22967-FAM (S.D. Fla. 2018) - \$850,000

*DiPuglia v. US Coachways, Inc.*, 1:17-cv-23006-MGC (S.D. Fla. 2018) - \$2.6 million

*In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.) - \$88 million

*In re: 21st Century Oncology Customer Data Sec. Breach Litig.*, 8:16-md-2737-MSS-AEP (M.D. Fla. 2021) - \$21.8 million

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*In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.) - MDL No. 2924 – Co-Lead Counsel

*In re: Stryker Rejuvenate and ABG II Products Liability Litigation*, 13-MD-2411 (17th Jud. Cir. Fla. Complex Litigation Division)

*In re: National Prescription Opiate Litigation*, 1:17-md-02804-DAP (N.D. Ohio) - MDL 2804

*In re: Smith and Nephew BHR Hip Implant Products Liability Litigation*, MDL-17-md-2775

*Yasmin and YAZ Marketing, Sales Practices and Products Liability Litigation*, 3:09-md-02100-DRH-PMF (S.D. Ill.) – MDL 2100

*In re: Prempro Products Liab. Litigation*, MDL 507, No. 03-cv-1507 (E.D. Ark.)

*In Re: 3M Combat Arms Earplug Products Liability Litigation* (N.D. Fla.) - MDL 2885



# JEFF OSTROW

Managing Partner

## *Bar Admissions*

The Florida Bar

District of Columbia Bar

## *Court Admissions*

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Eastern District of Texas

## *Education*

Nova Southeastern University, J.D. - 1997

University of Florida, B.S. – 1994

*[ostrow@kolawyers.com](mailto:ostrow@kolawyers.com)*

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 25 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the areas of consumer class actions, sports and business law. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues. He has spent the past decade serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well

as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Eastern District of Michigan, Northern District of Illinois, Western District of Tennessee, Western District of Wisconsin, and the U.S. Court of Appeals for the Eleventh Circuit. Mr. Ostrow is also member of several Bar Associations.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is a Member of the Broward County Courthouse Advisory Task Force. He is also the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons, 2 of which currently attend the University of Florida.





# DAVID FERGUSON

Partner

***Bar Admissions***

The Florida Bar

***Court Admissions***

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

***Education***

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. - 1990

***Email: [ferguson@kolawyers.com](mailto:ferguson@kolawyers.com)***

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David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

## **Representation of the Broward Sheriff's Office**

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

## **Class/Mass Actions**

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

## **Large Fraud and Ponzi Cases**

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

## **Regulatory Agency Enforcement Actions**

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

## **Employment, Human Resources, and Related Matters**

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

## **Business Disputes**

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

## **Noncompetition and Trade Secret Litigation**

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.





# ROBERT C. GILBERT

Partner

## Bar Admissions

The Florida Bar

District of Columbia Bar

## Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

## Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

**Email:** [gilbert@kolawyers.com](mailto:gilbert@kolawyers.com)

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



# JONATHAN M. STREISFELD

Partner

## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

## ***Education***

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

***Email: [streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)***

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.



# KEN GRUNFELD

Partner

## ***Bar Admissions***

The Pennsylvania Bar

The New Jersey Bar

## ***Court Admissions***

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

## ***Education***

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

***Email: [grunfeld@kolawyers.com](mailto:grunfeld@kolawyers.com)***

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Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

# KRISTEN LAKE CARDOSO

Partner



## ***Bar Admissions***

The Florida Bar

The State Bar of California

## ***Court Admissions***

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Central District of California

U.S. District Court, Eastern District of California

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

## ***Education***

Nova Southeastern University, J.D., 2007

University of Florida, B.A., 2004

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Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California, Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.





# STEVEN SUKERT

Partner

## ***Bar Admissions***

The Florida Bar

The New York Bar

## ***Court Admissions***

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

## ***Education***

Georgetown University Law Center, J.D., 2018

Northwestern University, B.S., 2010

***Email: [sukert@kolawyers.com](mailto:sukert@kolawyers.com)***

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Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

# CAROLINE HERTER

Associate



## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

## ***Education***

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

***Email: [Herter@kolawyers.com](mailto:Herter@kolawyers.com)***

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Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.



# **EXHIBIT 3**



## McCune LAW GROUP

McCune ■ Wright ■ Arevalo ■ Vercoski  
Kusel ■ Weck ■ Brandt APC



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760-892-5099

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Suite 109  
San Bernardino, CA 92408  
909-443-1643

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18565 Jamboree Rd.  
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Irvine, CA 92612  
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(602) 926-7797

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## FIRM PROFILE

McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, is a nationally acclaimed plaintiff law firm with more than 30 years of experience serving a wide variety of clients from our California offices in Ontario, Palm Desert, San Bernardino, Irvine, as well as our offices in Illinois, Arizona, and New Jersey. Our team of attorneys specialize in diverse practice areas and have demonstrated successes in financial class actions and mass torts, personal injury and wrongful death, product liability, medical malpractice, commercial litigation, nursing home and elder abuse, government UDAP civil penalties, appellate counsel, civil rights, and employment law.

McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, has been recognized by legal organizations across the country for our success and client experience, including Best Lawyers®, American Board of Trial Advocates®, the Million Dollar Advocates Forum, and the Multi-Million Dollar Advocates Forum. We are proud to be home to several past and current Super Lawyers®, be voted one of the top 100 national trial lawyers and one of the top 25 product liability lawyers, and to have received an AV® Preeminent™ rating from Martindale Hubbell®.

McCune Law Group's dedication to success for our clients and legal education has also garnered us many features in broadcast and print media outlets. We've been featured in both local and national news networks including **The Today Show, CNN, FOX, ABC News, Forbes Magazine, the Los Angeles Times, Fortune, and USA Today**. Several of our attorneys have also acted as speakers for national legal conventions and seminars as well as contributing authors for **Law360** and **Continuing Education of the Bar**.

## Case Profiles

### Financial Services Class Actions

- Current Cases
  - i. Overdraft Fee Arbitration Claims Against Chase Bank  
McCune Law Group is bringing arbitration claims against Chase Bank for their allegedly unfair overdraft practices. These unfair practices have cost customers millions of dollars and unfairly target lower-income customers who are least able to afford these fees.
  - ii. Overdraft Fee Claims Against PNC Bank  
McCune Law Group is bringing arbitration claims against PNC Bank for their allegedly unfair overdraft practices. Unclear opt-in agreements following the merger transition from BBVA to PNC and allegedly unscrupulous charging practices may contribute to millions in overdraft fees for customers.
  - iii. Overdraft Fee Claims Against Wells Fargo  
McCune Law Group is bringing arbitration claims against Wells Fargo for their allegedly unfair opt-in agreement and alleged overcharging of overdraft fees to their customers.
  - iv. Fifth Third Bank Class Action  
McCune Law Group is building a class action case against Fifth Third bank for opening unauthorized accounts in their customers' names to meet unrealistic sales targets for their employees. This kind of financial fraud is unacceptable and could cause far-reaching consequences for their unsuspecting customers' credit history or overall financial health.
- Successes
  - i. \$203 Million Trial Verdict Against Wells Fargo  
Trial verdict awarded for unfair overdraft fees.
  - ii. \$70 Million Settlement  
National class action settlement awarded for unfair overdraft fees.
  - iii. \$35 Million Settlement  
National class action settlement awarded for unfair overdraft fees.

### Commercial Litigation

- Current Cases
  - i. Antitrust Infringement of Crop Input Manufacturers and Retailers  
McCune Law Group is bringing a class action lawsuit against the manufacturers of certain crop inputs and their retailers for allegedly colluding to price fix across their distribution channels and boycott sales to online retailers who could provide more inexpensive products to growers. Most farmers struggle to make ends meet; we want to help them by protecting their livelihood.
- Successes
  - i. \$23 Million Verdict  
Verdict awarded for breach of fiduciary duty.



## Mass Torts — Medical Devices & Pharmaceuticals

- Current Cases
  - i. Philips Bi-Level CPAPs and Ventilators Have Been Linked to Illness  
Phillips Respironics has issued a recall for several of their CPAP, BiPAP, and ventilator models which have been linked to the development of dangerous and potentially carcinogenic side effects. The PE-PUR sound abatement foam within the affected models has been shown to break down, releasing particles into the air pathway of the device leading to ingestion or inhalation. McCune Law Group is bringing a mass tort on behalf of patients who have been harmed by using this defective product.
- Successes
  - i. Settlement Against Bayer for Essure Birth Control  
Settlement awarded for broken, defective devices and horrific side effects.
  - ii. Settlement Against Gore-Tex Hernia Mesh  
Settlement awarded for defective mesh products and horrific side effects.
  - iii. \$75 Million Verdict Against Pfizer  
Trial verdict awarded for a lack of informed consent for children and their families participating in a clinical trial.
  - iv. \$4 Million Settlements Against DePuy  
Total settlement amounts awarded for defective ASR hip devices.
  - v. \$2.7 Million Settlement  
Settlement awarded for a defective medical device.
  - vi. \$1.7 Million Settlement  
Settlement awarded for defective ankle implant and medical malpractice.
  - vii. \$1.1 Million Settlement  
Settlement awarded for a defective vaccine.

## Personal Injury/Automotive Defect Class Actions

- Current Cases
  - i. Ecolab Oxycide™ Cleaning Products  
McCune Law Group is pursuing a class action lawsuit on behalf of a class of hospital and other healthcare workers who have used Ecolab Oxycide™ Cleaning Products at work and have developed throat, lung, and nose irritation and other severe symptoms. Following an investigation performed by the National Institute of Occupational Safety and Health, the product was found to be harmful to those using it and the agency recommended limiting usage. Ecolab is now being accused of knowing about the effects of the active ingredients in Oxycide™ and concealing these findings from their consumers.
  - ii. Parkinson's Disease Allegedly Linked to Paraquat Herbicide  
McCune Law Group is bringing a case against the manufacturers of Paraquat – the commonly used herbicide – for its alleged connection to the development of Parkinson's Disease in those who have been exposed to the product.



- Successes

- i. \$200,000 Settlement Against a California Surgeon  
After a botched hip replacement surgery, McCune Law Group was retained by the wronged patient to reclaim the costs of her pain, suffering, and additional medical bills Attorneyd with the revision surgery to correct it. We were able to settle the matter even before experts were disclosed – a swift and satisfactory resolution.
- ii. \$2.6 Million Settlement  
Settlement awarded for the wrongful death of husband and father.
- i. \$200 Million Settlement Against Hyundai  
Settlement awarded for class action arguing Hyundai advertised inflated gas mileage.
- ii. \$22.5 Million Verdict  
Verdict awarded for unsafe roadways.
- iii. \$8 Million Settlement  
Settlement awarded for injuries sustained during vehicle failure.
- iv. \$4.28 Million Verdict  
Verdict awarded for a ski boat defect.
- iii. \$3.6 Million Settlement  
Settlement awarded for wrongful death because of a product defect.
- iv. \$2 Million Verdict  
Verdict awarded for defective vehicle frame.
- v. \$1.2 Million Settlement Against Slim Fast  
Settlement awarded for class action against Slim Fast.
- vi. \$975,000 Verdict  
Verdict awarded for injuries sustained during seat belt malfunction in a collision.
- vii. \$725,000 Settlement  
Settlement awarded for defective automotive product.
- viii. \$600,000 Settlement  
Settlement awarded for faulty roadway design.
- ix. \$525,000 Settlement  
Settlement awarded for negligent automotive production.
- x. \$400,000 and \$305,000 Settlements  
Settlements awarded for faulty roadway design.
- xi. \$240,000 Settlement  
Settlement awarded for ski lift malfunction.
- xiii. \$950,000 Settlement  
Settlement awarded for burns caused by airway product and for medical malpractice.



- xiv. \$625,000 Verdict  
Verdict awarded for medical malpractice and wrongful death of a patient who underwent liver transplant surgery and was not diagnosed with a perforated artery.
- xv. \$225,000 Settlement  
Settlement awarded for medical malpractice and negligent implantation of port and catheter.
- xvi. \$40 Million Against Volkswagen/Audi  
When it was revealed that Volkswagen/Audi had committed emissions fraud in several states across the country, most state attorney generals settled early for a meager \$1,100 per vehicle. Arizona, however, retained McCune Law Group to fight for their air quality, resulting in a \$40 Million settlement – a resolution more in line with the amount of environmental impact the company caused by lying about their vehicles' emissions.
- xvii. \$16.5 Million Verdict Against a Drunk Driver  
Verdict awarded to family for injuries during a drunk driving collision.
- xviii. \$11 Million Verdict Against a Negligent Driver  
Verdict awarded for catastrophic injuries during a collision.
- xix. \$5.5 Million Verdict  
Verdict awarded for injuries during a van rollover.
- xx. \$4.25 Million Verdict Against Negligent Driver  
Verdict awarded for injuries received while in a motorcycle collision.
- xxi. \$2.675 Million Verdict Against Negligent Driver  
Verdict awarded for injuries received during a pickup truck fire.
- xxii. \$2.3 Million Verdict Against Negligent Driver  
Verdict awarded for head-on collision.
- xxiii. \$2.25 Million Verdict Against Negligent Driver  
Verdict awarded for injuries received during SUV rollover.
- xxiv. \$1.3 Million Settlement Against Negligent Firearms User  
Settlement awarded for family of victim shot at a car show.
- xxv. \$1.25 Million Settlement Against Negligent Homeowners  
Settlement awarded for woman who fell through a poorly maintained deck.
- xxvi. \$800,000 Trial Verdict Against Negligent Driver  
Trial verdict awarded for trucking collision.



## Racial & Economic Justice

- Current Cases
  - i. Sexual Harassment and Assault Within Universities  
McCune Law Group is bringing action against California State University and investigating other institutions regarding the potential culture of silence and victim shaming surrounding sexual harassment and assault instances in universities nationwide. We believe victims should never have to choose between receiving support and justice and getting a paycheck.

## Environmental

- Current Cases
  - i. Colonia High School Brain Tumor  
McCune Law Group Attorney Michel Vercoski is bringing a case regarding the link between the diagnosis of a rare brain tumor and former Colonia High School students and staff. Reports claim that more than sixty former students and staff of Colonia Highschool have been diagnosed with a rare brain tumor called glioblastoma.
  - ii. Fallout From Orange County Oil Spill  
On Saturday, October 2nd, 2021, the oil pipeline owned by Amplify Energy situated off the coast of Huntington Beach, California, was reported to have begun leaking crude oil into the coastal waters of Orange County. Though city officials and Coast Guard were notified as soon as the spill was identified, attempts to resolve the leak were too slow to prevent tens of thousands of gallons of crude oil from leeching into the ocean. McCune Law Group is bringing a case against Amplify Energy over the disruption to businesses that rely on clean water to operate.
  - iii. Hazardous Gas Over Carson, California  
McCune Law Group has brought a lawsuit over the noxious gas buildup over Carson, California, emanating from the Dominguez Channel. On October 3, 2021, residents of Carson, California began smelling a foul odor both indoors and out. The Los Angeles County Department of Public Works investigation found that the order was that of hydrogen sulfide. Effects of inhaling this gas include nausea, coughing, sneezing, choking, shortness of breath, and headache or migraines.
  - iv. Hyperion Water Reclamation Plant Disaster  
McCune Law Group is gathering clients against Hyperion Water Reclamation Plant of El Segundo. In July 2021, the Hyperion plant experienced a catastrophic failure that resulted in millions of gallons of raw sewage flooding the plant and being dumped directly into the Pacific Ocean. In the following weeks, citizens of El Segundo and surrounding cities have begun complaining of a lingering stench and health concerns caused by the odor and potential exposure to raw sewage in the water.
  - v. San Bernardino County Sandstorms  
McCune Law Group is bringing legal action over the alleged public health and property damage arising from the Clearway solar farm project. Residents report the project has stirred up worsening sandstorms in Newberry Springs/Daggett. The desert surrounding cities in San Bernardino County like Barstow, Newberry Springs, and Daggett contains loose silica sand underneath a crust layer and vegetation. With the development of the Clearway solar farm, the crust and vegetation were removed, exposing the silica underneath, and causing immense and harmful sandstorms.





## FIRM BIOGRAPHIES



### **Richard D. McCune, Founding Attorney**

Richard D. McCune is the founding Attorney of McCune Law Group, LLP. He has 30 years of experience in representing plaintiffs throughout the United States, California and the Inland Empire in class action, government UDAP civil penalties, product liability, catastrophic personal injury, and business fraud cases.

Mr. McCune's trial and settlement success have resulted in his achieving the highest possible AV Rating™ from Martindale-Hubbell®. He is also a member of the Multi-Million Dollar Advocates Forum®. He is in the Top 100 of the National Trial Lawyer Association, including being in the Top 25 in Class Action and Product Liability. He has been peer selected as one of the top 5% of attorneys, selected to the California Super Lawyers. He was one of the select finalists for the 2011 California Consumer Attorney of the Year.

Mr. McCune frequently lectures at attorney conferences where he has made presentations on banking class actions, foreclosure class actions, and automobile product liability cases. He was appointed by Judge Selna as one of the leading firms for personal injury/wrongful death cases in the high-profile Toyota sudden unintended acceleration litigation. He was also selected by the State of Arizona to represent the citizens of Arizona against Volkswagen in the high-profile Volkswagen emissions fraud lawsuit. Mr. McCune is a member of the American Bar Association, the Association of Business Trial Lawyers, the California State Bar, the Consumer Attorneys of California, the Riverside County Bar Association, the San Bernardino County Bar Association, and the American Association for Justice.



### **David C. Wright, Attorney**

David C. Wright is a Attorney of McCune Law Group, LLP. Prior to 2001, he was a federal prosecutor in the Major Crimes Division of the United States Attorney's Office for the Central District of California. Since 2001, Mr. Wright has used his litigation and trial skills to hold vehicle manufacturers, product manufacturers, and fraudulent businesses responsible for their actions.

Since leaving the U.S. Attorney's Office in 2001, he has applied his experience as a prosecutor to successfully litigate numerous defective product cases against some of the nation's largest corporations. Prior to working at the U.S. Attorney's Office, Mr. Wright clerked for the Honorable Stephen S. Trott, United States Court of Appeals for the Ninth Circuit.

As a Attorney at McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, Mr. Wright focuses his practice on the representation of clients who have suffered catastrophic injury or the death of a loved one because of a dangerous product. He is a member of the California State Bar, the Consumer Attorneys of California, the Riverside County Bar Association, the San Bernardino County Bar Association, and the American Association for Justice.







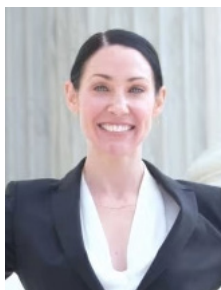
### **Kristy M. Arevalo, Attorney**

As a Attorney at McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, Kristy M. Arevalo has established herself in the Inland Empire in the legal fields of medical product failure, personal injury, wrongful death, and product liability.

Ms. Arevalo is dedicated to holding individuals, corporations, and entities responsible for defective and dangerous actions, products, and pharmaceuticals. She has litigated and settled multiple cases involving the recalled DePuy ASR hips and is active in many multidistrict and coordinated litigations around the country involving defective drugs and medical devices, such as DePuy Pinnacle hips, Wright Medical hips, inferior vena cava (IVC) filters, hernia mesh, and Essure birth control.

In addition to her mass torts practice, Ms. Arevalo handles catastrophic personal injury and wrongful death cases. She has argued in front of the California Court of Appeals and has tried multiple cases to verdict.

In addition to her busy litigation practice, Ms. Arevalo is actively involved in the Consumer Attorneys of California (CAOC) and is a graduate of CAOC's 2015 Leadership Academy. She is President of the Inland Empire Chapter of CAOC, Legislative Chair of the CAOC Diversity Committee, on the Board of Governors of CAOC, and involved in the CAOC Women's Caucus. She was selected to the California Rising Stars list in 2016, an honor bestowed on less than 2% of California attorneys aged 40 and younger. Ms. Arevalo is also a regular speaker at conferences on the subjects of mass torts, product liability, personal injury, and commercial litigation. She is a member of the California State Bar, the Consumer Attorneys of California, the Consumer Attorneys of the Inland Empire, the Riverside County Bar Association, the San Bernardino County Bar Association, and the American Association for Justice.



### **Michele M. Vercoski, Attorney**

Since 2007, Michele M. Vercoski, Attorney of McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, has obtained financial recoveries to clients in personal injury, product liability, class action fraud, commercial litigation, and workplace harassment and discrimination. She is heavily involved in cases involving harm to women, whether personal or financial.

Ms. Vercoski has successfully argued before the 9th Circuit on an arbitration issue in a worker's contract. She joined the small group of elite attorneys when she argued the arbitration issue on writ of certiorari before the United States Supreme Court on October 29, 2018. The Chief Justice authored the 5-4 split decision. Additionally, she has been tapped as a contributing author to the legal news publication Law360.

Ms. Vercoski has also been featured by Continued Education of the Bar (CEB), a nonprofit program out of the University of California, as a contributing author in



their newest tool for attorneys, Practitioner – published in November 2020. She authored sections on business litigation topics such as breaches of fiduciary duty, contingency fee agreements, unfair competition causes, breaches of written contract, and affirmative defenses for Attorneyship disputes.

Ms. Vercoski is a member of the American Business Trial Lawyers, the California State Bar, the California Young Lawyers Association, the Consumer Attorneys of California, the New Jersey State Bar, the New York State Bar, the Orange County Bar Association, Public Justice, the Riverside County Bar Association, and the San Bernardino County Bar Association.



### **Elaine S. Kusel, Attorney**

Elaine S. Kusel, who joined the firm in 2008, is a Attorney of McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, and leads the firm's New Jersey office. With her many years of experience, she performs a significant role in the firm's Consumer Fraud Class Action division.

After college, Ms. Kusel spent eight years working in the U.S. House of Representatives, where she eventually served as Legislative Director and Counsel to a Member of Congress serving on the House Commerce Committee.

After graduating from law school, her practice included fraud litigation, mass torts, and international human rights law. In one notable case, *Abdullahi v. Pfizer*, Ms. Kusel represented Nigerian children enrolled in a clinical trial by Pfizer without their families' informed consent. In another, *Gutierrez v. Wells Fargo Bank, N.A.*, her work helped secure a \$203 million-dollar class action verdict for unfair bank overdraft fees. Ms. Kusel helped to lead the effort to uncover the financial fraud of Volkswagen, leading to a \$40 million-dollar settlement on behalf of the citizens of the State of Arizona in the emissions fraud scandal.

Ms. Kusel is a member of the New Jersey State Bar, the New York State Bar, the New Jersey State Bar Association, and the New York State Bar Association.



### **Cory R. Weck, Attorney**

Cory R. Weck is a Attorney at McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, and has been a trial lawyer in the Inland Empire since 2002. He has represented hundreds of clients in all matters arising out of personal injury litigation. Mr. Weck has been peer-selected as one of the top 5% of attorneys, selected to the California Super Lawyers list every year since 2012.

He has also served as a Marine Corps officer for over 20 years. He was commissioned as a second Lieutenant in 1994 and then served as a defense counsel representing Marines accused of violating the Uniform Code of Military Justice. Prior to leaving active duty he represented military commanders as a prosecutor for the busiest trial shop in the Department of Defense. As a result of his trial results and dedication to justice he was selected as the "Top Young Lawyer of the Year for the U.S. Marine Corps" by the American Bar Association in 1999. Since 2001, Mr. Weck continued to serve as an active Reserve officer for the Marines until his retirement in 2017.



He is rated as Distinguished™ by Martindale-Hubbell® and is the past president of the Inland Empire chapter of the Consumer Attorneys of California. Mr. Weck is a member of the American Association for Justice, the California State Bar, the Consumer Attorneys of California, the Riverside County Bar Association, the San Bernardino County Bar Association, the Million Dollar Advocates Forum, and the Multi-Million Dollar Advocates Forum.



#### **Derek Y. Brandt, Attorney**

Named one of the top 100 lawyers in Illinois, Derek Brandt is a litigator with decades of experience litigating high-stakes disputes involving powerful corporate and financial interests throughout the world. His plaintiff-oriented practice focuses on competition, antitrust, and other commercial and consumer disputes, both on a class and individual basis.

Mr. Brandt has represented clients large and small, ranging from “name brand” Fortune 100 and Fortune 150 multi-national companies to smaller publicly traded market innovators, privately held businesses, municipalities, and individual consumers and investors. Many of his litigations have played out before influential state and federal courts.

Mr. Brandt has also represented plaintiffs in False Claims Act “whistleblower” actions and in various litigations relating to consumer, commercial, and investment transactions. He has been named to the Illinois Super Lawyers list each year for the last decade, an honor reserved by Thomson Reuters for the top 5% of practitioners, based on peer nominations and its independent research. In 2020, Super Lawyers recognized him as one of the Top 100 attorneys in Illinois. He was separately honored for inclusion in the 2018-19, 2019-20, and 2020-21 versions of Best Lawyers in America.

Mr. Brandt is a member of the Illinois State Bar Association, the American Bar Association, the American Association for Justice, and the Federal Bar Association



#### **Steven J. Weinberg, Attorney**

Steven J. Weinberg is an accomplished trial lawyer and Attorney of McCune Law Group, LLP. Mr. Weinberg has focused his legal career on cases involving personal injury, wrongful death, medical malpractice, and nursing home abuse. He serves as the managing attorney of the McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, Coachella Valley office and leads in the practice areas of medical malpractice and nursing home abuse.

During his time as a practicing lawyer, Mr. Weinberg has tried over 100 cases. He worked in three law offices after graduating from law school and eventually founded his own practice in 1988. He worked in his own office until joining the McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, team in 2019.



Mr. Weinberg has achieved multiple professional recognitions throughout his years as a lawyer, including maintaining an AV rating since 1979, multiple listings by the Super Lawyers organization, and recognition by the Consumer Attorneys of California for his excellence in professional liability, product liability, and general negligence litigation.

In addition to his work as an attorney, Mr. Weinberg has been involved in several professional organizations such as the American Board of Trial Advocates (ABOTA), the Association of Trial Lawyers of America, and the Million Dollar Advocates Forum. He currently serves as Governor Emeritus of the Consumer Attorneys of California, a position he has held since 2004.

Mr. Weinberg also is a member of the California State Bar, the American Association for Justice, the California Continuing Education of the Bar, the Desert Bar Association, the Montana Trial Lawyers Association, the Nevada Trial Lawyers Association, the Orange County Trial Lawyers Association, the Riverside County Bar Association, the San Bernardino Bar Association, and the Western Trial Lawyers Association.



#### **Steven A. Haskins, Attorney**

Steven A. Haskins is an Attorney of McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, specializing in class actions, complex litigation, and appeals and writs. His legal background includes experience working on matters involving antitrust, constitutional issues, contract and business disputes, labor and employment disputes, commercial and product-liability disputes, and probate matters. Over the course of his career, Mr. Haskins has prepared dozens of briefs for cases heard by the United States Supreme Court, the California Supreme Court, the Ninth Circuit of the United States Court of Appeals, and the California Court of Appeal. Mr. Haskins has also been involved in complex litigation in trial courts across the country, including a nine-month trial in San Bernardino County Superior Court that ended in a complete victory for his clients.

Before joining McCune Law Group, Mr. Haskins represented entities and individuals in a multitude of industries including manufacturing, property development, health care, media and entertainment, and non-profit corporations. He also worked alongside McCune Law Group during its representation of the State of Arizona Attorney General's office in litigation against Volkswagen regarding its emissions scandal. He is a member of the California State Bar, the Riverside County Bar Association, and the San Bernardino County Bar Association.



### **Joseph L. Richardson, Attorney**

Attorney Joseph L. Richardson leads the firm's Racial & Economic Justice practice. This practice group is designed to bring actions against entities and institutions whose policies disproportionately harm people of color in the workplace and the consumer/small business marketplace. The group encompasses areas including employment, civil rights, and consumer and small business class actions.

In addition to litigation, Mr. Richardson also leads the department in advocacy – Attorneying with leaders (business, community, political, religious and others) and community institutions including schools and nonprofits to shed light on and combat racial and economic inequality. Mr. Richardson also spearheads the effort to identify meaningful pro bono opportunities for the attorneys of the firm whose professional pro bono work will be directed in helping individuals and small businesses that are harmed by racist policies.

Mr. Richardson has been involved in employment, class action, and other litigation involving treatment of disadvantaged individuals, and has secured successful verdicts and million-dollar settlements for clients. He has also advocated for churches and non-profit entities. Mr. Richardson is a member of the American Association for Justice, the Los Angeles County Bar Association, the National Bar Association, the Richard T. Fields Bar Association, the Riverside County Bar Association, the San Bernardino Bar County Bar Association, the State Bar of California, the Consumer Attorneys Association of Los Angeles, and the Consumer Attorneys of California.



### **Emily J. Kirk, Attorney**

An Attorney at McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, Emily J. Kirk has over 15 years of experience leading complex litigation and class actions on behalf of plaintiffs in product liability, personal injury, environmental, and business fraud cases.

In one of Ms. Kirk's most notable cases, she represented a small publicly traded company against its dominant competitor in a lawsuit involving antitrust allegations. The matter resulted in a business deal and settlement under which the client received tens of millions of dollars. She was also an instrumental part of the team that worked to uncover the financial fraud of Volkswagen, leading to a \$40 million settlement on behalf of the citizens of the State of Arizona in the emissions fraud scandal.

In 2009, U.S. Senator Dick Durbin appointed Ms. Kirk to a bipartisan screening committee that selected Stephen Wigginton as the U.S. Attorney for the Southern District of Illinois.

In addition to her litigation practice, Ms. Kirk is involved in the American Bar Association Section of Litigation where she serves as a Co-Chair the Solo and Small Firm Committee and as a Member of the Mental Health and Wellness Task Force for Lawyers. She was also appointed as a 2018-2019 American Bar Association Membership Advocate, and regularly serves as a speaker for ABA panels and events. She is a member of the American Bar Association, the Illinois State Bar, and the Missouri State Bar.







### **Tuan Q. Nguyen, Attorney**

Tuan Q. Nguyen joined McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, in 2017 as an Attorney attorney. Mr. Nguyen represents plaintiffs in class action, product liability, mass tort, business fraud, and consumer protection litigation.

Mr. Nguyen attended the University of San Diego School of Law, earning his J.D. in 2016. During law school, Mr. Nguyen was the Lead Editor for the San Diego Law Review. Mr. Nguyen also served as a judicial extern to the Honorable Ronald Prager of the California Court of Appeal for the 4th District, the Honorable Michael Anello of the U.S. District Court for the Southern District of California, and the Honorable Michael Nash of the Los Angeles Superior Court.

Prior to joining the firm, Mr. Nguyen has worked for a Workers' Compensation law firm in Orange County and the Legal Aid Society of Orange County. He is a member of the American Bar Association, the California State Bar, the Consumer Attorneys Association of Los Angeles, the Consumer Attorneys of California, the Korean American Bar Association of Southern California, the Orange County Asian American Bar Association, the Orange County Bar Association, the Pan Asian Lawyers of San Diego, the Riverside County Bar Association, the San Bernardino County Bar Association, and the San Diego County Bar Association.



### **Mark I. Richards, Attorney**

Mark I. Richards joined McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, in 2018 as an Attorney. Mr. Richards represents plaintiffs in class actions, product liability, mass torts, business fraud, and consumer protection litigation.

While attending UC Hastings College of the Law, Mr. Richards was a Notes Editor for the Hastings Business Law Journal and served as a Judicial Extern for the Honorable Jaqueline Scott Corley in the Northern District of California. In addition, he assisted federal prosecutors as a Law Clerk in United States Attorney's Office Economic Crimes and Fraud Division.

Prior to joining the firm, Mr. Richards worked for a nationally recognized law firm in Oakland, California representing individuals diagnosed with mesothelioma and asbestos related diseases.

Mr. Richards serves as Board Member of Inland Counties Legal Services (ICLS) – a volunteer-based legal aid agency serving low-income residents of the Inland Empire. As Board Member, he assists ICLS in continuing their organizational mission of pursuing justice and equality for low-income people through counsel, advice, advocacy, and community education. He is a member of the California State Bar, the Riverside County Bar Association, the San Bernardino County Bar Association, and the San Diego County Bar Association.





### **Leigh Perica, Attorney**

Leigh Perica joined McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, in 2018 as an Attorney. Ms. Perica represents plaintiffs in class actions, anti-trust matters, and commercial litigation.

Before joining McCune Law Group, Ms. Perica served as a law clerk to Hon. David R. Herndon of the United States District Court for the Southern District of Illinois for four years where she worked on a wide variety of civil and criminal cases, including both mass actions and class actions.

Prior to her federal clerkship, Ms. Perica earned her J.D. at the University of Kentucky College of Law, where she served as President of the Moot Court Board and a member of the Moot Court National Competition Team. In addition, she was awarded the Luke Woodward Award for Excellence in Oral Argument and Leadership. While in law school, Ms. Perica also worked as a products liability research assistant on the leading multi-volume products liability treatise, Owen, and Davis Products Liability Law (4th ed. 2014). Ms. Perica is a member of the Missouri State Bar and the Illinois State Bar.



### **Brynna D. Popka, Attorney**

Brynna D. Popka joined McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, in 2019 as an Attorney attorney. Ms. Popka represents plaintiffs in personal injury litigation.

Ms. Popka attended the University of La Verne, College of Law, earning her J.D. in 2015. During law school, she earned the coveted Student of Distinction Award and achieved CALI Excellence for the Future Awards in Insurance Law and Mediation. She also served as the College of Law's American Bar Association Representative. Ms. Popka also served as an extern for the San Bernardino County Superior Court assisting self-represented litigants in unlawful detainer, small claims, and family law matters.

Prior to joining the firm, Ms. Popka worked for a catastrophic personal injury law firm in Los Angeles County on numerous high-profile cases including multiple eight-figure jury verdicts. She is a member of the California State Bar, the Riverside County Bar Association, and the San Bernardino County Bar Association



### **Connor Lemire, Attorney**

Connor Lemire is one of the Attorney attorneys on the McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, team. He works remotely for the Midwest office in Edwardsville, IL and primarily handles document reviews for cases.

Mr. Lemire is a recent graduate of the University of Miami School of Law; he earned his degree in May of 2018. Mr. Lemire interned at a Worcester, MA law firm during the summers of 2014, 2016, and 2017. As a legal intern, he conducted research and assisted attorneys in trial and during settlement negotiations. He is a member of the Washington DC Bar.

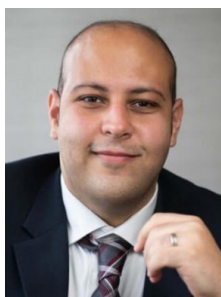




### **Yasmin N. Vahid, Attorney**

Yasmin Vahid joined McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, as an Attorney in June 2020, following her time as a law clerk for the firm. She has worked on the 3M Combat Earplugs case, and was heavily involved in client interaction, gathering data and evidence for the case, and producing documentation to the defendants. Ms. Vahid also worked on the Vehicle Safety Defect case, where she conducted extensive legal research and analysis, identified implications for cases from legal precedents, and wrote reports and memoranda for attorney review. As an Attorney with McCune Law Group, Ms. Vahid focuses on OxyCide, gathering data for the case, preparing legal documentation, and drafting complaints.

While in law school, Ms. Vahid became a certified mediator through the dispute resolution programs act. She previously interned at an Orange County firm, where she focused on complex business litigation. Ms. Vahid was also a law clerk at a Los Angeles firm, where she focused on bankruptcy and immigration law. She is a volunteer at Inland Counties Legal Services and is a member of the Orange County Bar Association.



### **Sherief Morsy, Attorney**

Sherief Morsy joined McCune Law Group's New Jersey office as an Attorney in 2020. His practice primarily focuses on consumer fraud class actions and other complex litigation matters.

Prior to joining the firm, Mr. Morsy was a senior Attorney at a New York City law firm, whose practice focused on complex civil and class action litigation, including securities litigation, antitrust litigation, and consumer class actions. As he previously assisted investors in recovering their losses resulting from corporate securities fraud, he now focuses that experience at McCune Law Group in assisting people who have been victimized by deceptive business practices or other corporate wrongdoing.

During law school, Mr. Morsy interned with the Honorable Shira A. Scheindlin, Southern District of New York. He has also interned with a New York securities firm, a multinational corporation, and the King's County DA's office.

Mr. Morsy earned his J.D. at Brooklyn Law School, where he graduated cum laude. While earning his J.D., Sherief was a Notes and Comments Editor for the Brooklyn Law Review. He is the author of *The JOBS Act and Crowdfunding: How Narrowing the Secondary Market Handicaps Fraud Plaintiffs*, 79 Brook. L. Rev. (2014), Brooklyn Law Review, Vol. 79, Issue 3. Mr. Morsy is a member of the New Jersey State Bar and the New York State Bar.







### **Catherine M. Roe, Attorney**

Catherine M. Roe is a civil litigation attorney who specializes in product liability, personal injury, wrongful death, and medical product failure, including mass torts.

Before joining MWA in 2020, Ms. Roe worked in-house as Attorney legal counsel for an Orange County-based company where she drafted lease agreements, evaluated legal documents, and consulted with external legal counsel. She also volunteered her time and skills to operate as a volunteer counselor where she advised low-income clients on employment and COVID-19-related matters.

While attending law school, Ms. Roe worked as a judicial extern to the Honorable Kimberly Menninger, Superior Court of Orange County, as well as a research advocacy intern. As a Research Advocacy Intern, she drafted advocacy statements regarding international crimes of aggression for submission to the United Nations Human Rights Council (UNHRC) and even argued before the UNHRC in Geneva.

During her final years of law school, Ms. Roe successfully represented clients as a student attorney with the UC Hastings Refugee & Human Rights Clinic. She also provided counsel to clients seeking advice in employment, discrimination, FMLA, and workers' compensation matters under the UC Hastings Workers Rights Clinic. She was elected the Vice President of the Human Rights & International Law Organization and the Hastings to Haiti outreach Attorneyship. Ms. Roe also worked as a Senior Articles Editor on the Hastings International & Comparative Law Review. She is a member of the American Bar Association, the California State Bar, the Consumer Attorneys of California, and the Orange County Bar Association.



### **Valerie L. Savran, Attorney**

Valerie L. Savran is a civil litigation attorney specializing in financial services and class actions.

Prior to joining MWA as a Law Clerk in August of 2020, Ms. Savran worked at a civil litigation firm in downtown Los Angeles. While at this firm, she represented low-income clients against landlords in matters of housing negligence. She later worked with two plaintiff-side employment law firms in West Los Angeles where she pursued legal actions on behalf of those who were wronged by their employers.

As a 2015 University of Southern California graduate and a 2020 Pepperdine university Caruso School of Law graduate, Ms. Savran has always been an extremely active and dedicated student, aiming to learn new skills and apply them to her professional career. She participated in moot court at Pepperdine and was a member of the Jewish Law Students Association. Ms. Savran was also president of Pepperdine's chapter of the Student Animal legal Defense Fund. She is a member of the California State Bar.





### **Jordan I. Wispell, Attorney**

Jordan I. Wispell is a civil litigation attorney specializing in product liability and class actions.

Before her admission to the California State Bar, Ms. Wispell worked with MWA as an intake coordinator, organizing potential client leads and helping new clients get set up to work with their MWA attorney. She was also employed as a law clerk at several law firms throughout Southern California where she prepared documents and performed research for active cases. She even operated as a congressional intern for Congressman Pete Aguilar in 2016.

After graduating from California State University, Channel Islands in 2015 with her Bachelor of Arts degree in Political Science, Ms. Wispell attended Loyola Marymount University School of Law in Los Angeles. While in law school, she excelled, ranking among the top 15 percent of her class. She even worked as a staff writer and, later, a senior production editor on the Loyola of Los Angeles International & Comparative Law Review. She is a member of the California State Bar.



### **Dana R. Vogel, Attorney**

Dana Vogel is the Director/Managing Attorney of McCune Law Group, LLP's Arizona branch. Ms. Vogel has been practicing law since 2013 when she joined the Arizona State Attorney General's office as an Assistant Attorney General. While in this role, she specialized in antitrust and consumer fraud matters, going on to co-lead a litigation against General Motors in which she successfully secured a \$6 million resolution for Arizona consumers.

Following her success as Assistant Attorney General, Ms. Vogel became the Attorney General's Antitrust Unit Chief and, later, the Competition, Innovation & Privacy Unit Chief. As Unit Chief, she oversaw the Unit's caseload and managed multiple attorneys and paralegals as they worked toward justice for Arizona's consumers. While in this role, Ms. Vogel handled matters including Generic Drug Pharmaceuticals antitrust litigation alongside other State Attorneys General, Facebook antitrust litigation alongside other State Attorneys General and the FTC, and Google antitrust litigation alongside other State Attorneys General and the DOJ. Ms. Vogel has experience in data privacy, FinTech, competition law, consumer protection law, and antitrust cases.

Ms. Vogel has won awards including the Michael C. Cudahy Mentoring award, 2020, Class Action Fairness Act (CAFA) Outstanding Team Award, 2018, and E-Discovery Outstanding Team Award, 2018. She is a member of the Arizona State bar.





### **Kyle Lawheed, Attorney**

Kyle Lawheed is a civil litigation attorney specializing in banking and personal injury matters.

Kyle Lawheed has acted as a practicing attorney since 2014 but has worked in law firms since 2011. Mr. Lawheed began his legal career as a legal assistant in Huntington Beach, CA, where he drafted motions, provided legal research, and interfaced with clients regarding their filings against the largest banking institutions. He then ventured into the realm of intellectual property law, offering support as a law clerk in intellectual property litigation matters. After graduating with his J.D. in International Law, Mr. Lawheed worked in multiple roles as a Family Law and Personal Injury attorney. These positions allowed him to expand his repertoire and connect on a personal level with clients who have been wronged.

As he worked to represent his Personal Injury clients, Mr. Lawheed also provided his skills in drafting, reviewing, and filing legal documents to firms in need of his assistance. His work assisting firms specialized in contract review and intellectual property research. Mr. Lawheed is also a Legal Content Manager and writer for Home Business Magazine in Minnesota.

Mr. Lawheed graduated with honors in International Law and was elected both First Year Class Representative and President of the International Law Society at Whittier Law School. He is a member of the California State Bar.



### **Joshua A. Genzuk, Attorney**

Joshua A. Genzuk is a civil litigation attorney specializing in product liability and catastrophic personal injury matters.

Prior to joining MWA, Joshua Genzuk worked as a trial attorney with a California law firm specializing in bad faith insurance claims, catastrophic personal injury, and product liability. In this role, Mr. Genzuk demonstrated great aptitude, boasting a history of successes with awards upwards of millions of dollars. Mr. Genzuk is a 2018 graduate of Loyola Law School in Los Angeles, CA where he received honors in negotiations and mediation advocacy. During his time at Loyola, he also was part of the International Chamber of Commerce Paris Mediation Competition, a prestigious competition pitting teams from law schools across the globe against each other. Following his graduation, Mr. Genzuk operated as an assistant trial attorney where he drafted motions, prepared trial witnesses, took expert testimonies, and managed his own caseload – a role which prepared him for his growing responsibility in the court room.

Mr. Genzuk has used his growing expertise during his school years to offer pro bono support for the Disability Legal Right Center where he ensured settlements and memoranda were in compliance with ADA requirements. This experience has shaped his practice and inspired his commitment to serving wronged consumers and underserved groups. Mr. Genzuk is a member of the California State Bar, Consumer Attorneys Association of Los Angeles, Consumer Attorneys of California, and the United States District Court, Central District of California.





### **Keena Patel, Attorney**

Keena Patel has been practicing law since 2011. She started her career in civil litigation working with clients in federal court in Georgia. She then joined the Arizona Attorney General's Office in various Divisions with a focus on helping consumers. She is now an attorney at McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, working out of the firm's Arizona office. She specializes in environmental and class action matters.

During her time at the Arizona Attorney General's Office as an Assistant Attorney General, she was responsible for the oversight of specialized enforcement proceedings, investigation and litigation of all civil education related violations, and review of class action settlements. Mrs. Patel's efforts during her time at the Arizona Attorney General's Office successfully resulted in numerous consumer positive outcomes. She also worked for the Office in the Civil Rights Division as a conflict resolution program coordinator where she mediated civil rights discrimination complaints including employment, housing, and public accommodations

She graduated with her J.D. from Georgia State University College of Law in 2011 and received her B.A. from University of North Carolina at Chapel Hill in 2007.

She is a member of the State Bar of Arizona, State Bar of California, and State Bar of Georgia.



### **Christopher M. Sloot, Attorney**

Chris is an attorney in McCune Law Group's Arizona branch and represents clients in antitrust, class actions, and related commercial litigation matters.

Before joining the firm, Chris served as an Assistant Attorney General in the Arizona Attorney General's Office, where, as part of a coalition of states, he investigated and litigated monopolization claims against Google alongside the United States Department of Justice in the U.S. District Court for the District of Columbia

Prior to his role at the Attorney General's Office, Chris clerked for the Honorable Diane Johnsen of the Arizona Court of Appeals, the Honorable John Pelander of the Arizona Supreme Court, and the Honorable John Tuchi of the U.S. District Court for the District of Arizona.

Chris graduated from the University of Arizona James E. Rogers College of Law in 2016, where he served as Editor-in-Chief of Arizona Law Review. Chris was admitted to the State Bar of Arizona in 2018.





### **Richard A. Nervig, Of Counsel**

Richard A. Nervig is a civil litigation attorney specializing in commercial and securities litigation.

Richard Nervig has practiced law since 1993. He began his career specializing in securities litigation where he managed the mass filing and prosecution of FINRA arbitration cases and oversaw compliance in securities and investment banking matters. Mr. Nervig then opened his own practice which handled general Commercial, Personal Injury, and securities litigation. With nearly 30 years of experience within the legal industry, Mr. Nervig has become an expert in his field and offers his expertise to Attorney firms like McCune Law Group, LLP.

In an effort to shape the next generation of attorneys and to provide a much-needed resource to new lawyers, Mr. Nervig also acts as an Adjunct Professor of Business Law at California State University – San Marcos. In his undergraduate course, he lectures on contracts, torts, bankruptcy, and business formation.



### **Curt W. Jure, Of Counsel**

Curt W. Jure is Of Counsel with McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, and has over 30 years of experience in personal injury and wrongful death. He has represented thousands of clients in all types of personal injury litigation. He has been AV rated by Martindale-Hubbell during his entire career.

Mr. Jure has established himself as one of the region's most accomplished attorneys, having practiced exclusively in the Inland Empire since 1971. He is a founding member of both the San Bernardino County Bar Association and the Inland Empire Chapter of the American Inns of Court. He is also admitted to practice in the state of California and the U.S. Federal Court. He is a member of the California State Bar, the Riverside County Bar Association, and the San Bernardino County Bar Association.



### **Joseph A. Waks, Of Counsel**

Joseph A. Waks is Of Counsel with McCune Law Group, LLP. He is a New Jersey native and New Jersey and Pennsylvania licensed attorney that focuses his work with McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, on litigating cases as outside counsel for government entities bringing UDAP claims.

Mr. Waks brings an extensive background in public policy and governmental legal affairs. He has worked in public policy development and served as a trusted counsel and adviser to elected officials in New Jersey at the highest levels of government. Among his positions, he served as Appointments Counsel to a governor of New Jersey, as press secretary and counsel to a Member of Congress, and as state director to a United States Senator. He is a member of the Hudson County Bar Association and the New Jersey State Bar.







### **Amber N. Ibekwe, Attorney**

Amber N. Ibekwe specializes in the firm's Racial & Economic Justice practice group, handling matters including employment, civil rights, and consumer and small business class actions.

Ms. Ibekwe earned her Juris Doctorate degree from Texas Southern Thurgood Marshall School of Law in Houston, TX, graduating Cum Laude. During law school, she was an advocate on the Thurgood Marshall Mock Trial team and acquired her basic mediator certification. She also gained practical experience as a law clerk for a boutique personal injury firm in Houston, Texas. She later joined McCune Law Group as a summer Attorney in 2021 before being hired on full-time in 2022.



### **Andrew W. Van Ligten, Bar License Pending**

Andrew Van Ligten is a legal professional working in the firm's Writs, Motions and Appeals; Commercial Litigation; Class Actions; Product Liability; and Financial Services practices. Prior to joining McCune Law Group in August of 2022, Mr. Van Ligten worked as a summer Attorney for the firm in the summer of 2021.

Mr. Van Ligten received his Juris Doctorate, cum laude, from the University of California, Irvine, School of Law. At UCI Law, Mr. Van Ligten was an Attorney Editor on both the UC Irvine Law Review and the UCI Journal of International, Transnational, and Comparative Law and competed in both moot court and the Jessup International Moot Court Competition. Mr. Van Ligten was also actively engaged in various pro bono projects around Orange County and with the International Refugee Assistance Project, graduating with Pro Bono Honors.

During law school, Mr. Van Ligten worked as a research assistant to Professor Paul Hoffman focusing on civil and human rights litigation, including an argument before the United States Supreme Court. Mr. Van Ligten also served as a judicial extern for the Honorable Karen E. Scott of the United States District Court, Central District of California.



### **Addison Alvarado, Attorney**

Addison Alvarado is an attorney specializing in McCune Law Group's Environmental Law practice. Mr. Alvarado worked first as a summer Attorney with McCune Law Group in 2021 before joining the firm full-time in 2022.

Before his time with McCune Law Group, Mr. Alvarado worked as a law clerk for a firm in Los Angeles County. While at this firm, he conducted client intake, identified relevant family law legal issues, researched and prepared legal memorandum, and drafted civil requests for civil harassment restraining orders. As a summer Attorney, Mr. Alvarado cite-checked appellate briefs, researched and prepared legal documents, and assisted with and drafted motions.

He is a proud graduate of Loyola Marymount University where he received his Juris Doctorate and a graduate of University of California, San Diego, where he secured a B.A. in Political Science and Public Law. He is a recipient of the Outstanding First Year Brief award in Legal Research and Writing.





### **Rebecca Dawson, Attorney**

Rebecca Dawson is an attorney specializing in Securities Litigation, complex civil litigation, and consumer class actions with McCune Law Group.

Ms. Dawson has experience working in securities, commercial, and international trade litigation. Prior to joining McCune Law Group in 2022, Ms. Dawson clerked in the New York Supreme Court dealing with issues of complex commercial and civil litigation. During law school she went through the Securities and Exchange Commission Honors Program and was an interning clerk with the Chief Justice of the Court of International Trade. Prior to law school she worked from the Brooklyn Bar Association. Ms. Dawson also has a background in financial data analysis.

Ms. Dawson earned her BA in Political Science with a minor in Economics from Bard College at Simon's Rock. She also attended the City University of New York School of Law where she secured her Juris Doctorate.



### **Zachary S. Simpson, Attorney**

Zachary S. Simpson is a McCune Law Group, McCune Law Group Vercoski Kusel Weck Brandt APC, attorney specializing in Personal Injury law.

Mr. Simpson has years of experience working as a law clerk. Prior to joining McCune Law Group, Mr. Simpson worked in civil litigation law firms on bad faith insurance and catastrophic personal injury matters which included high-profile cases with seven-figure jury verdicts. His duties involved drafting motions, performing case management and administrative duties, and assisting in client and attorney meetings.

Mr. Simpson attended Northern Arizona University in Flagstaff, Arizona, where he earned his Bachelor of Arts in Anthropology. Mr. Simpson earned his Juris Doctorate from University of La Verne College of Law in Ontario, California, where he graduated magna cum laude in 2022. During law school, he represented clients in the San Bernardino County Misdemeanor Appellate Clinic, was Editor-in-Chief of Law Review, earned the coveted Student of Distinction Award and achieved CALI Excellence for the Future Awards in Contracts, Torts, and Evidence.



# **EXHIBIT 4**

**KALIELGOLD PLLC**

KalielGold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our attorneys have decades of combined experience and have secured hundreds of millions of dollars for their clients. Our firm's practice focuses on representing consumers in class action litigation and specifically on cases in the consumer financial services sector. In the four years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class action and putative class action lawsuits in state and federal courts nationwide including most recently in *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1<sup>st</sup> Cir. Haw.); *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Morris et al. v. Bank of America, N.A.*, No. 3:18-cv-00157-RJC-DSC (W.D.N.C.); *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.); *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.); *White v. Members 1<sup>st</sup> Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.); *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Cnty. Of Bartholomew, Ind.); *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.); *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco Cnty, Cal.); *Martin v. Le&N Federal Credit Union*, No. 19-CI-022873 (Jefferson Cir. Ct., Div. One); *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.); *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct., San Francisco Cnty., Cal.).

As shown in the biographies of our attorneys and the list of class counsel appointments, KalielGold PLLC is well versed in class action litigation and zealously advocates for its clients. To learn more about KalielGold PLLC, or any of the firm's attorneys, please visit [www.kalielgold.com](http://www.kalielgold.com).

**JEFFREY D. KALIEL**

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College summa cum laude in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received "Washington D.C. Rising Stars Super Lawyers 2015" recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America's most vulnerable populations.

Jeff's class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department's appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.

**SOPHIA GOREN GOLD**

Sophia Goren Gold is a third-generation Plaintiff's lawyer. A *summa cum laude* graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of individual and class cases in both state and federal courts across the country. Collectively, she has helped secure tens of millions of dollars in relief on behalf of the classes she represents.

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the Tampon Tax in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, daughter, and their goldendoodle.

**BRITTANY CASOLA**

Brittany Casola attended the University of Central Florida in Orlando and graduated in 2012 with a bachelor's degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining KalielGold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.

**AMANDA ROSENBERG**

Amanda Rosenberg graduated *cum laude* from the University of California, Hastings College of the Law in 2011 and the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in history.

Before joining KalielGold PLLC, Amanda represented and advised small businesses and financial institutions in litigation matters including employment disputes, merchant disputes, credit and charge card disputes, wrongful foreclosures, and securities. She has successfully litigated cases in California, Illinois, and Michigan.

Amanda is an active volunteer in her community and has helped numerous individuals understand and navigate their rights in the workplace.

In law school, Amanda worked as an extern for the Honorable Judge Vaughn Walker in the United States District Court, Northern District of California. Amanda was awarded academic excellence awards for receiving the highest grades in Trial Advocacy and Litigating Class Action Employment.

When not working, Amanda loves exploring Michigan's outdoors with her husband, kids, and rescue dog.

**CLASS COUNSEL APPOINTMENTS**

- *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.);
- *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.);
- *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.).
- *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1<sup>st</sup> Cir. Haw.);
- *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.).
- *Liggio v. Apple Federal Credit Union*, Civil No. 18-cv-01059 (E.D. Va.);
- *Morris et al. v. Bank of America, N.A.*, Civil No. 3:18-cv-00157-RJC-DSC (W.D.N.C.);
- *White v. Members 1<sup>st</sup> Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.);
- *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Bartholomew Cnty., Ind.);
- *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.);
- *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco, Cnty., Cal.);
- *Martin v. Le&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Division One);
- *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.);
- *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct. San Francisco Cnty., Cal.).
- *Bodnar v. Bank of America, N.A.*, 5:14-cv-03224 (E.D. Pa.);
- *In re Higher One OneAccount Marketing and Sales Practice Litigation.*, No. 12-md-02407-VLB (D. Conn.).
- *Shannon Schulte, et al. v. Fifth Third Bank.*, No. 1:09-cv-06655 (N.D. Ill.);
- *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.);
- *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir. Ct. Jackson Cnty., Mo.);
- *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct. Kanawha Cnty., W. Va.);
- *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa Cnty., Okla.);
- *Lodley and Tehani Taulva, et al., v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.);
- *Jessica Duval, et al. v. Citizens Financial Group, Inc., et al*, No. 1:10-cv-21080 (S.D. Fla.);
- *Mascaro, et al. v. TD Bank, Inc.*, No. 10-cv-21117 (S.D. Fla.);
- *Theresa Molina, et al., v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick Cnty., Kan.);
- *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.); *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.);
- *Brown et al. v. Transurban USA, Inc. et al.*, No. 1:15-CV-00494 (E.D. Va.);
- *Grayson v. General Electric Co.*, No. 3:13-cv-01799 (D. Conn.);
- *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.).



# **EXHIBIT 5**

## CASE INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

**Case Number:** BC680214

MAUREEN HARROLD VS MUFG UNION BANK NA

**Filing Courthouse:** Spring Street Courthouse

**Filing Date:** 10/19/2017

**Case Type:** Other Breach of Contract/Warranty (not fraud or negligence) (General Jurisdiction)

**Status:** Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

## FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

**07/25/2024** at 10:00 AM in Department 9 at 312 North Spring Street, Los Angeles, CA 90012  
Hearing on Motion for Final Approval of Settlement

**08/01/2024** at 08:30 AM in Department 9 at 312 North Spring Street, Los Angeles, CA 90012  
Non-Appearence Case Review

**04/04/2025** at 08:30 AM in Department 9 at 312 North Spring Street, Los Angeles, CA 90012  
Non-Appearence Case Review

## PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

HARROLD MAUREEN - Plaintiff

MUFG UNION BANK N.A. - Defendant

PERSINGER ANNICK MARIE - Attorney for Plaintiff

STREISFELD JONATHAN M. - Attorney for Plaintiff

THOMAS NANCY R. - Attorney for Defendant

ZAVAREEI HASSAN A. - Attorney for Plaintiff

## DOCUMENTS FILED

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

### Documents Filed (Filing dates listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[12/02/2022](#) [06/08/2021](#) [08/27/2020](#) [02/15/2019](#) [01/17/2018](#)

**05/10/2024** Plaintiff's Memorandum of Points and Authorities in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award

Filed by Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Andrea R. Gold in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award

Filed by Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Jonathan M. Streisfeld in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award

Filed by Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Richard D. McCune in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award

Filed by Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Taras Kick in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award

Filed by Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Jeffrey D. Kaliei in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award

Filed by Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Maureen Harrold in Support of Unopposed Motion for Attorneys' Fees, Costs, and Service Award

Filed by Maureen Harrold (Plaintiff)

**05/10/2024** Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award

Filed by Maureen Harrold (Plaintiff)

**04/03/2024** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**04/03/2024** Minute Order ( (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...))

Filed by Clerk

**03/28/2024** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**03/28/2024** Minute Order ( (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...))

Filed by Clerk

**03/26/2024** Notice (of Pro Hac Vice Renewal Fees Paid For Jonathan M. Streisfeld)

Filed by Maureen Harrold (Plaintiff)

**01/25/2024** FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Filed by Clerk

**01/25/2024** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**01/25/2024** Minute Order ( (Hearing on Motion for Preliminary Approval of Settlement;))

Filed by Clerk

**01/16/2024** Proof of Service

Filed by Maureen Harrold (Plaintiff)

**01/16/2024** Notice Of LACourtConnect Video Appearance For Andrea R. Gold

Filed by Maureen Harrold (Plaintiff)

**01/16/2024** Notice Of LaCourtConnect Video Appearance For Jonathan M. Streisfeld

Filed by Maureen Harrold (Plaintiff)

**01/11/2024** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**01/11/2024** Minute Order ( (Non-Appearance Case Review Re: Filing and Serving of Suppleme...))

Filed by Clerk

**12/29/2023** Plaintiff's Second Supplemental Memorandum Of Points And Authorities In Support Of Unopposed Motion For Preliminary Approval Of Class Action Settlement

Filed by Maureen Harrold (Plaintiff)

**10/12/2023** Notice of Change of Address or Other Contact Information

Filed by MUFG Union Bank, N.A. (Defendant)

**09/06/2023** FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Filed by Clerk

**08/15/2023** Plaintiff's Supplemental Memorandum of Points and Authorities in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement

Filed by Maureen Harrold (Plaintiff)

**04/26/2023** FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; ADDENDUM (checklist)

Filed by Clerk

**04/26/2023** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**04/26/2023** Minute Order ( (Hearing on Motion for Preliminary Approval of Settlement;))

Filed by Clerk

**03/23/2023** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**03/23/2023** Notice (of Pro Hac Vice Renewal Fees Paid for Jonathan M. Streisfeld)

Filed by Maureen Harrold (Plaintiff)

**03/23/2023** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**03/23/2023** Minute Order ( (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...))

Filed by Clerk

**03/17/2023** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**03/16/2023** Minute Order ( (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...))

Filed by Clerk

**02/06/2023** Minute Order ( (Non-Appearance Case Review Re: Filing and Serving of Motion f...))

Filed by Clerk

**01/30/2023** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**01/30/2023** Plaintiff's Memorandum of Points and Authorities in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement

Filed by Maureen Harrold (Plaintiff)

**01/30/2023** Plaintiff's Notice of Motion and Unopposed Motion for Preliminary Approval of Class Action Settlement

Filed by Maureen Harrold (Plaintiff)

**01/19/2023** Substitution of Attorney

Filed by MUFG Union Bank, N.A. (Defendant)

**01/19/2023** Substitution of Attorney

Filed by MUFG Union Bank, N.A. (Defendant)

**01/19/2023** Substitution of Attorney

Filed by MUFG Union Bank, N.A. (Defendant)

**12/12/2022** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**12/12/2022** Minute Order ( (Non-Appearance Case Review Re: Filing and Serving of Motion f...))

Filed by Clerk

**12/05/2022** Notice (of Change of Address for H. Zavareei and A. Gold)

Filed by Maureen Harrold (Plaintiff)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [12/02/2022](#) [06/08/2021](#) [08/27/2020](#) [02/15/2019](#) [01/17/2018](#)

**12/02/2022** Status Report

Filed by Maureen Harrold (Plaintiff)

**12/01/2022** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**08/26/2022** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**08/26/2022** Minute Order ( (Non-Appearance Case Review Re: Filing of Joint Report or Moti...))

Filed by Clerk

**08/19/2022** Status Report

Filed by Maureen Harrold (Plaintiff)

**06/22/2022** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**06/22/2022** Minute Order ( (Non-Appearance Case Review Re: Status of Mediation;))

Filed by Clerk

**06/15/2022** Joint Status Report

Filed by Maureen Harrold (Plaintiff)

**05/06/2022** Status Report

Filed by Maureen Harrold (Plaintiff)

**04/28/2022** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**04/28/2022** Minute Order ( (Court Order Re: Notice of Vacating Order to Show Cause; Notic...))

Filed by Clerk

**04/28/2022** Notice (of Withdrawal of Counsel)

Filed by MUFG Union Bank, N.A. (Defendant)

**04/15/2022** Notice of Change of Address or Other Contact Information

Filed by MUFG Union Bank, N.A. (Defendant)

**04/15/2022** Notice of Change of Address or Other Contact Information

Filed by MUFG Union Bank, N.A. (Defendant)

**04/15/2022** Notice of Change of Address or Other Contact Information

Filed by James R McGuire (Attorney)

**04/14/2022** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**04/14/2022** Minute Order ( (Court Order Re: Notice of Vacating Status Conference and Disc...))

Filed by Clerk

**04/04/2022** Declaration (of James R. McGuire in Support of Response to Order to Show Cause)

Filed by MUFG Union Bank, N.A. (Defendant)

**04/04/2022** Response (to Order to Show Cause and Joint Status Report)

Filed by MUFG Union Bank, N.A. (Defendant)

**03/30/2022** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**03/30/2022** Minute Order ( (Non-Appearance Case Review Re: Status of Mediation;))

Filed by Clerk

**03/10/2022** Notice (of Pro Hac Vice Renewal Fees Paid for Jonathan M. Streisfeld)

Filed by Maureen Harrold (Plaintiff)

**02/18/2022** Proof of Service (not Summons and Complaint) (Of Joint Stipulation And [Proposed] Order Staying The Case In Light Of Agreed Upon Mediation)

Filed by MUFG Union Bank, N.A. (Defendant)

**02/18/2022** Stipulation and Order (Joint Stipulation And [Proposed] Order Staying The Case In Light Of Agreed Upon Mediation)

Filed by MUFG Union Bank, N.A. (Defendant)

**01/25/2022** Proof of Service (not Summons and Complaint)

Filed by MUFG Union Bank, N.A. (Defendant)

**01/25/2022** Declaration (Of Angelica Aleksanian in Support of Defendant MUFG Union Bank, N.A.'s Motion Judgment on the Pleadings)

Filed by MUFG Union Bank, N.A. (Defendant)

**01/25/2022** Declaration (Of James R. McGuire in Support of Defendant MUFG Union Bank, N.A.'s Motion for Judgment on the Pleadings)

Filed by MUFG Union Bank, N.A. (Defendant)

**01/25/2022** Motion for Judgment on the Pleadings

Filed by MUFG Union Bank, N.A. (Defendant)

**01/06/2022** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**01/06/2022** Minute Order ( (Status Conference))

Filed by Clerk

**12/23/2021** Status Report

Filed by Maureen Harrold (Plaintiff); MUFG Union Bank, N.A. (Defendant)

**12/16/2021** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**12/16/2021** Notice (of Entry of Order)

Filed by Maureen Harrold (Plaintiff)

**11/19/2021** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**11/19/2021** Minute Order ( (Court Order Re: Continuance of Status Conference;))

Filed by Clerk

**11/18/2021** Joint Status Conference Report

Filed by MUFG Union Bank, N.A. (Defendant)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

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**06/08/2021** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**05/28/2021** Minute Order ( (Status Conference))

Filed by Clerk

**05/13/2021** Joint Status Report

Filed by MUFG Union Bank, N.A. (Defendant)

**04/30/2021** Certificate of Mailing for ((Order to Show Cause Re: failure to pay pro hac vice renewal f...) of 04/30/2021)

Filed by Clerk

**04/30/2021** Minute Order ( (Order to Show Cause Re: failure to pay pro hac vice renewal f...))

Filed by Clerk

**04/26/2021** Order (Appointing Referee)

Filed by MUFG Union Bank, N.A. (Defendant)

**04/23/2021** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**04/23/2021** Minute Order ( (Non-Appearance Case Review Re: Judicial Referee))

Filed by Clerk

**04/13/2021** Joint Status Report

Filed by MUFG Union Bank, N.A. (Defendant)

**04/13/2021** Proof of Service

Filed by MUFG Union Bank, N.A. (Defendant)

**03/24/2021** Stipulation and Order (Extending Deadline to Identify Judicial Referee)

Filed by Maureen Harrold (Plaintiff); MUFG Union Bank, N.A. (Defendant)

**02/08/2021** Ruling/Orders

Filed by Clerk

**02/08/2021** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**02/08/2021** Minute Order ( (Hearing on Motion to Compel (Judicial Reference); Status Conf...))

Filed by Clerk

**02/01/2021** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**02/01/2021** Minute Order ( (Non-Appearance Case Review Re: Filing of Motion))

Filed by Clerk

**01/29/2021** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**01/29/2021** Joint Status Report

Filed by Maureen Harrold (Plaintiff)

**12/10/2020** Clerks Certificate of Service By Electronic Service

Filed by Clerk

**12/10/2020** Minute Order ( (Status Conference))

Filed by Clerk

**12/04/2020** Joint Status Report

Filed by Maureen Harrold (Plaintiff)

**12/04/2020** Proof of Service

Filed by Maureen Harrold (Plaintiff)

**11/06/2020** Plaintiff's response in opposition to Defendant's motion to compel judicial reference

Filed by Maureen Harrold (Plaintiff)

**10/13/2020** Stipulation and Order (Continuing Hearing on Defendant's Motion to Compel Judicial Reference)

Filed by Maureen Harrold (Plaintiff); MUFG Union Bank, N.A. (Defendant)



**09/29/2020** Clerks Certificate of Service By Electronic Service  
Filed by Clerk

**09/29/2020** Minute Order ( (Status Conference))  
Filed by Clerk

**09/21/2020** Clerks Certificate of Service By Electronic Service  
Filed by Clerk

**09/21/2020** Minute Order ( (Non-Appearance Case Review Re: Filing Response and Motion))  
Filed by Clerk

**09/14/2020** Defendant MUFG Union Bank, N.A.'s Answer to the First Amended Complaint  
Filed by MUFG Union Bank, N.A. (Defendant)

**09/14/2020** Declaration (of James R. McGuire in Support of Defendant MUFG Union Bank, N.A.'s Notice of Motion and Motion to Compel Judicial Reference Under Cal. Code Civ. Proc. Section 638)  
Filed by MUFG Union Bank, N.A. (Defendant)

**09/14/2020** Motion to Compel (Judicial Reference)  
Filed by MUFG Union Bank, N.A. (Defendant)

**09/02/2020** Clerks Certificate of Service By Electronic Service  
Filed by Clerk

**09/01/2020** Minute Order ( (Non-Appearance Case Review))  
Filed by Clerk

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

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**08/27/2020** Joint Stipulation and (Proposed) Order Extending Defendant MUFG Union bank, N.A.'S Time to Respond to the First Amended Complaint.  
Filed by MUFG Union Bank, N.A. (Defendant)

**07/29/2020** Notice (of Filing of Exhibit A to First Amended Complaint)  
Filed by Maureen Harrold (Plaintiff)

**07/29/2020** Proof of Service  
Filed by Maureen Harrold (Plaintiff)

**07/29/2020** Proof of Service  
Filed by Maureen Harrold (Plaintiff)

**07/29/2020** First Amended Class Action Complaint  
Filed by Maureen Harrold (Plaintiff)

**07/27/2020** Ruling/Orders  
Filed by Clerk

**07/27/2020** Clerks Certificate of Service By Electronic Service  
Filed by Clerk

**07/27/2020** Minute Order ( (Post-Arbitration Status Conference; Hearing on Motion to Vaca...))  
Filed by Clerk

**07/24/2020** Plaintiff's Notice of Supplemental Authority  
Filed by Maureen Harrold (Plaintiff)

**07/24/2020** Proof of Service  
Filed by Maureen Harrold (Plaintiff)

**07/24/2020** Notice of LaCourtConnect Video Appearance for Andrea R. Gold  
Filed by Maureen Harrold (Plaintiff)

**07/24/2020** Notice of LACourtConnect Video Appearance for Jonathan M.Streisfeld  
Filed by Maureen Harrold (Plaintiff)

**07/20/2020** Joint Status Report  
Filed by Maureen Harrold (Plaintiff)

**07/13/2020** Notice of Change of Address or Other Contact Information  
Filed by James R McGuire (Attorney)

**06/04/2020** Defendant MUFG Union Bank, N.A.'s Reply in Support of Motion to Vacate Arbitration Award  
Filed by MUFG Union Bank, N.A. (Defendant)

**04/16/2020** Certificate of Mailing for ((Court Order Based on current conditions, including, but not ...) of 04/16/2020)  
Filed by Clerk

**04/16/2020** Minute Order ( (Court Order Based on current conditions, including, but not ...))  
Filed by Clerk

**04/09/2020** Proof of Service (not Summons and Complaint)  
Filed by Maureen Harrold (Plaintiff)

**04/09/2020** Response (in Opposition to defendant's Motion to Vacate the Arbitration Award)  
Filed by Maureen Harrold (Plaintiff)

**04/02/2020** Proof of Service (not Summons and Complaint)  
Filed by Maureen Harrold (Plaintiff)

**03/23/2020** Proof of Service by Mail  
Filed by MUFG Union Bank, N.A. (Defendant)

**03/23/2020** Declaration (of James R. McGuire in Support of Defendant MUFG Union Bank, N.A.'s Motion to Vacate Arbitration Award)  
Filed by MUFG Union Bank, N.A. (Defendant)

**03/23/2020** Motion to Vacate (Arbitration Award)  
Filed by MUFG Union Bank, N.A. (Defendant)

**03/11/2020** Certificate of Mailing for ((Nunc Pro Tunc Order) of 03/11/2020)  
Filed by Clerk

**03/11/2020** Minute Order ( (Nunc Pro Tunc Order))  
Filed by Clerk

**03/11/2020** Certificate of Mailing for ((Non-Appearance Case Review; Non-Appearance Case Review Re: St...) of 03/11/2020)  
Filed by Clerk

**03/11/2020** Minute Order ( (Non-Appearance Case Review; Non-Appearance Case Review Re: St...))  
Filed by Clerk

**03/10/2020** Proof of Service  
Filed by Maureen Harrold (Plaintiff)

**03/10/2020** Reply (to MUFG Union Bank, N.A.'s Response and Objection to the Declaration of Jonathan M. Streisfeld)  
Filed by Maureen Harrold (Plaintiff)

**03/10/2020** Message Board Posting (case anywhere)  
Filed by Clerk

**03/06/2020** Notice (by Morrison & Foerster LLP to Withdraw as Counsel)  
Filed by MUFG Union Bank, N.A. (Defendant)

**03/04/2020** Notice of Appearance (of Counsel)  
Filed by MUFG Union Bank, N.A. (Defendant)

**03/04/2020** MUFG Union Bank, N.A.'S Response and Objection to the Declaration of Jonathan M. Streisfeld  
Filed by MUFG Union Bank, N.A. (Defendant)

**03/04/2020** Notice (of Change of Law Firm Affiliation and Entry of Appearance)  
Filed by MUFG Union Bank, N.A. (Defendant)

**03/03/2020** Proof of Service  
Filed by Maureen Harrold (Plaintiff)

**03/03/2020** Declaration (of Jonathan M. Streisfeld Pursuant to Order on November 15, 2019 Non-Appearance Case Review)  
Filed by Maureen Harrold (Plaintiff)

**11/15/2019** Certificate of Mailing for ((Non-Appearance Case Review Re: Status of Arbitration) of 11/15/2019)  
Filed by Clerk

**11/15/2019** Minute Order ( (Non-Appearance Case Review Re: Status of Arbitration))  
Filed by Clerk

**11/12/2019** Joint Report Regarding Status of Arbitration

**05/28/2019** Clerks Certificate of Service By Electronic Service  
Filed by Clerk

**05/28/2019** Minute Order ( (Court Order Re: Status Conference Re: Arbitration;))  
Filed by Clerk

**03/11/2019** Minute Order ( (Non-Appearance Case Review))  
Filed by Clerk

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

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**02/15/2019** Proof of Service of Notice of Case Reassignment and Order for Plaintiff to Give Notice  
Filed by Maureen Harrold (Plaintiff)

**02/05/2019** Notice of Case Reassignment and Order for Plaintiff to Give Notice  
Filed by Clerk

**01/29/2019** Minute Order ( (Non-Appearance Case Review))  
Filed by Clerk

**01/29/2019** Notice (of Withdrawal of counsel)  
Filed by MUFG Union Bank, N.A. (Defendant)

**01/22/2019** Minute Order ( (Non-Appearance Case Review))  
Filed by Clerk

**12/04/2018** Message Board Posting (Case Anywhere)  
Filed by Clerk

**11/13/2018** Status Report (of Arbitration and Proposed Order to Cancel Case Management Conference)  
Filed by Maureen Harrold (Plaintiff)

**11/13/2018** Proof of Service (not Summons and Complaint)  
Filed by Maureen Harrold (Plaintiff)

**05/30/2018** Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

**05/30/2018** Minute Order

**05/30/2018** Minute order entered: 2018-05-30 00:00:00  
Filed by Clerk

**05/14/2018** BC680214 PROOF OF SERVICE

**05/14/2018** BC680214 DEFENDANT MUFG UNION BANK, N.A.'S REPLY IN SUPPORT OF MOTION TO COMPEL

## ARBITRATION

**05/14/2018** Declaration

Filed by MUFG Union Bank, N.A. (Defendant)

**05/14/2018** Miscellaneous-Other

Filed by MUFG Union Bank, N.A. (Defendant)

**05/14/2018** Proof of Service (not Summons and Complaint)

Filed by MUFG Union Bank, N.A. (Defendant)

**05/14/2018** BC680214 DECLARATION OF LAUREN WROBLEWSKI IN SUPPORT OF DEFENDANT MUFG UNION BANK, N.A.'S REPLY IN SUPPORT OF MOTION TO COMPEL ARBITRATION**05/01/2018** [CORRECTED] DECLARATION OF MAUREEN HARROLD IN SUPPORT OF PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION TO COMPEL ARBITRATION**05/01/2018** [CORRECTED] DECLARATION OF ANDREW SILVER IN SUPPORT OF PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION TO COMPEL ARBITRATION**05/01/2018** PROOF OF SERVICE**05/01/2018** Declaration

Filed by Maureen Harrold (Plaintiff)

**05/01/2018** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**05/01/2018** Miscellaneous-Other

Filed by Maureen Harrold (Plaintiff)

**04/30/2018** Notice of Case Relocation Rescheduling

Filed by Plaintiff

**04/30/2018** Response

Filed by Maureen Harrold (Plaintiff)

**03/15/2018** Stipulation and Order

Filed by Maureen Harrold (Plaintiff)

**03/15/2018** Stipulation and Order -STIPULATION AND ORDER MODIFYING BRIEFING SCHEDULE AND CONTINUING HEARING ON DEFENDANT'S MOTION TO COMPEL ARBITRATION**03/14/2018** Order -ORDER GRANTING APPLICATION OF JEFFREY M. OSTROW TO APPEAR AS COUNSEL PRO HAC VICE**03/14/2018** Order

Filed by Maureen Harrold (Plaintiff)

**03/13/2018** Proof of Service (not Summons and Complaint) -**03/13/2018** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**03/09/2018** Order -ORDER GRANTING APPLICATION OF JONATHAN M. STREISFELD TO APPEAR AS COUNSEL PRO HAC VICE**03/09/2018** Order

Filed by Maureen Harrold (Plaintiff)

**03/07/2018** Notice -NOTICE OF MOTION AND VERIFIED APPLICATION BY JEFFREY M. OSTROW FOR APPROVAL TO APPEAR PRO HAC VICE ON BEHALF OF PLAINTIFF MAUREEN HARROLD**03/07/2018** Notice of Motion -NOTICE OF MOTION AND VERIFIED APPLICATION BY JONATHAN M. STREISFELD FOR APPROVAL TO APPEAR PRO HAC VICE ON BEHALF OF PLAINTIFF MAUREEN HARROLD

**03/07/2018** Proof of Service (not Summons and Complaint) -

**03/07/2018** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**03/07/2018** Notice of Motion

Filed by Maureen Harrold (Plaintiff)

**03/07/2018** Notice of Motion

Filed by Maureen Harrold (Plaintiff)

**03/02/2018** Declaration -DECLARATION OF ANGELICA ALEKSANIAN IN SUPPORT OF DEFENDANT MUFG UNION TO COMPEL ARBITRATION

**03/02/2018** Proof of Service (not Summons and Complaint) -

**03/02/2018** Declaration -DECLARATION OF LAUREN WROBLEWSKI IN SUPPORT OF DEFENDANT MUFG UNION BANK, N.A.'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION TO COMPEL ARBITRATION

**03/02/2018** Declaration -DECLARATION OF HILDA ABRAMIAN IN SUPPORT OF DEFENDANT MUFG UNION BANK, N.A.'S MOTION TO COMPEL ARBITRATION

**03/02/2018** Request for Judicial Notice -DEFENDANT MUFG UNION BANK, N.A.'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION TO COMPEL ARBITRATION

**03/02/2018** Declaration

Filed by MUFG Union Bank, N.A. (Defendant)

**03/02/2018** Declaration

Filed by MUFG Union Bank, N.A. (Defendant)

**03/02/2018** Declaration

Filed by MUFG Union Bank, N.A. (Defendant)

**03/02/2018** Proof of Service (not Summons and Complaint)

Filed by MUFG Union Bank, N.A. (Defendant)

**03/02/2018** Request for Judicial Notice

Filed by MUFG Union Bank, N.A. (Defendant)

**03/02/2018** Notice of Motion

Filed by MUFG Union Bank, N.A. (Defendant)

**02/16/2018** Stipulation and Order -STIPULATION AND ORDER MODIFYING BRIEFING SCHEDULE AND CONTINUING HEARING ON DEFENDANT'S MOTION TO COMPEL ARBITRATION

**02/16/2018** Stipulation and Order

Filed by MUFG Union Bank, N.A. (Defendant)

**02/09/2018** Proof of Service (not Summons and Complaint) -

**02/09/2018** Proof of Service (not Summons and Complaint) -

**02/09/2018** Proof of Service (not Summons and Complaint)

Filed by MUFG Union Bank, N.A. (Defendant)

**02/09/2018** Proof of Service (not Summons and Complaint)

Filed by MUFG Union Bank, N.A. (Defendant)

**01/29/2018** Order -ORDER GRANTING APPLICATION OF ANDREW SILVER TO APPEAR AS COUNSEL PRO HAC VICE

**01/29/2018** Order -ORDER GRANTING APPLICATION OF ANDREA GOLD TO APPEAR AS COUNSEL PRO HAC VICE

**01/29/2018** Order

Filed by Maureen Harrold (Plaintiff)

**01/29/2018** Order

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Application -VERIFIED PRO HAC VICE APPLICATION OF ANDREW SILVER

**01/19/2018** Order -ORDER GRANTING VERIFIED APPLICATION OF JESSICA KAUFMAN FOR LEAVE TO APPEAR AS COUNSEL PRO HAC VICE

**01/19/2018** Minute Order -

**01/19/2018** Application -VERIFIED PRO HAC VICE APPLICATION OF ANDREA GOLD

**01/19/2018** Notice -NOTICE OF APPLICATION OF ANDREW SILVER TO APPEAR AS COUNSEL PRO HAC VICE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

**01/19/2018** Notice -NOTICE OF APPLICATION OF ANDREA GOLD TO APPEAR AS COUNSEL PRO HAC VICE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

**01/19/2018** Declaration -DECLARATION OF ANNICK PERSINGER IN SUPPORT OF APPLICATION OF ANDREW SILVER TO APPEAR AS COUNSEL PRO HAC VICE

**01/19/2018** Proof of Service (not Summons and Complaint) -

**01/19/2018** Declaration -DECLARATION OF ANNICK PERSINGER IN SUPPORT OF APPLICATION OF ANDREA GOLD TO APPEAR AS COUNSEL PRO HAC VICE

**01/19/2018** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Declaration

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Notice

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Application to be Admitted Pro Hac Vice

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Declaration

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Notice

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Application to be Admitted Pro Hac Vice

Filed by Maureen Harrold (Plaintiff)

**01/19/2018** Order

Filed by MUFG Union Bank, N.A. (Defendant)

**01/19/2018** Minute order entered: 2018-01-19 00:00:00

Filed by Clerk

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**01/17/2018** Notice -NOTICE OF FILING

**01/17/2018** Notice

Filed by Maureen Harrold (Plaintiff)

**01/16/2018** Proof of Service (not Summons and Complaint) -

**01/16/2018** Notice of Appearance -NOTICE OF APPEARANCE OF JAMES R. MCGUIRE

**01/16/2018** Notice

Filed by MUFG Union Bank, N.A. (Defendant)

**01/16/2018** Declaration -DECLARATION OF JAMES R. MCGUIRE IN SUPPORT OF JESSICA KAUFMAN'S VERIFIED APPLICATION FOR LEAVE TO APPEAR AS COUNSEL PRO HAC VICE

**01/16/2018** Declaration

Filed by MUFG Union Bank, N.A. (Defendant)

**01/16/2018** Application -VERIFIED APPLICATION OF JESSICA KAUFMAN FOR LEAVE TO APPEAR AS COUNSEL PRO HAC VICE

**01/16/2018** Notice -NOTICE OF VERIFIED APPLICATION OF JESSICA KAUFMAN FOR LEAVE TO APPEAR AS COUNSEL PRO HAC VICE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

**01/16/2018** Notice of Appearance -NOTICE OF APPEARANCE OF LAUREN WROBLEWSKI

**01/16/2018** Notice of Appearance -NOTICE OF APPEARANCE OF SARAH N. DAVIS

**01/16/2018** Proof of Service (not Summons and Complaint)

Filed by MUFG Union Bank, N.A. (Defendant)

**01/16/2018** Proof of Service (not Summons and Complaint)

Filed by MUFG Union Bank, N.A. (Defendant)

**01/16/2018** Notice

Filed by MUFG Union Bank, N.A. (Defendant)

**01/16/2018** Notice

Filed by MUFG Union Bank, N.A. (Defendant)

**01/16/2018** Notice

Filed by MUFG Union Bank, N.A. (Defendant)

**01/16/2018** Miscellaneous-Other

Filed by MUFG Union Bank, N.A. (Defendant)

**01/12/2018** Miscellaneous-Other

Filed by Maureen Harrold (Plaintiff)

**01/12/2018** JOINT INITIAL STATUS CONFERENCE CLASS ACTION RESPONSE STATEMENT

**11/28/2017** Proof of Service of Summons and Complaint -

**11/28/2017** Proof of Service (not Summons and Complaint)

Filed by Maureen Harrold (Plaintiff)

**11/20/2017** Notice -NOTICE OF SUBSTITUTION OF COUNSEL

**11/20/2017** Civil Deposit -

**11/20/2017** Notice -NOTICE OF SUBSTITUTION OF COUNSEL

**11/20/2017** Receipt

Filed by Maureen Harrold (Plaintiff)

**11/20/2017** Substitution of Attorney

Filed by Maureen Harrold (Plaintiff)

**11/20/2017** Substitution of Attorney

Filed by Maureen Harrold (Plaintiff)

**11/15/2017** Minute Order -

**11/15/2017** Order -INITIAL STATUS CONFERENCE ORDER

**11/15/2017** Order

Filed by Clerk

**11/15/2017** Minute order entered: 2017-11-15 00:00:00



Filed by Clerk

**10/19/2017** SUMMONS

**10/19/2017** COMPLAINT

**10/19/2017** Complaint

Filed by Maureen Harrold (Plaintiff)

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## PROCEEDINGS HELD

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### Proceedings Held (Proceeding dates listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[11/29/2021](#) [03/11/2019](#)

**04/03/2024** at 08:30 AM in Department 9, Elaine Lu, Presiding

Non-Appearance Case Review (RePro Hac Vice Renewal Fee for Jonathan M. Streisfeld) - **Held**

**03/28/2024** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (RePro Hac Vice Renewal Fee for Jonathan M. Streisfeld) - **Held - Continued**

**01/25/2024** at 10:00 AM in Department 9, Yvette M. Palazuelos, Presiding

Hearing on Motion for Preliminary Approval of Settlement - **Held - Motion Granted**

**01/11/2024** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (ReFiling and Serving of Supplemental Papers in Support of Preliminary Approval) - **Held**

**09/07/2023** at 10:00 AM in Department 9

Hearing on Motion for Preliminary Approval of Settlement - **Not Held - Continued - Court's Motion**

**08/24/2023** at 08:30 AM in Department 9

Non-Appearance Case Review (reFiling and Serving of Supplemental Papers in Support of Preliminary Approval) - **Not Held - Vacated by Court**

**04/26/2023** at 10:00 AM in Department 9, Yvette M. Palazuelos, Presiding

Hearing on Motion for Preliminary Approval of Settlement - **Held - Continued**

**03/23/2023** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (RePro Hac Vice Renewal Fee for Jonathan M. Streisfeld) - **Held**

**03/16/2023** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (RePro Hac Vice Renewal Fee for Jonathan M. Streisfeld) - **Not Held - Continued - Court's Motion**

**02/06/2023** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (ReFiling and Serving of Motion for Preliminary Approval) - **Held**

**12/12/2022** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (ReFiling and Serving of Motion for Preliminary Approval) - **Held - Continued**

**10/13/2022** at 08:30 AM in Department 9

Non-Appearance Case Review (ReStatus of Arbitration) - **Not Held - Advanced and Vacated**

**08/26/2022** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (ReFiling of Joint Report or Motion for Preliminary Approval) - **Held**

**06/22/2022** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding  
Non-Appearance Case Review (ReStatus of Mediation) - **Held**

**04/29/2022** at 10:00 AM in Department 9

Order to Show Cause Re: (Failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld) - **Not Held - Vacated by Court**

**04/28/2022** at 11:00 AM in Department 9, Yvette M. Palazuelos, Presiding  
Court Order

**04/21/2022** at 10:00 AM in Department 9

Status Conference - **Not Held - Vacated by Court**

**04/21/2022** at 10:00 AM in Department 9

Order to Show Cause Re: (Imposition of Suspended Sanctions Against All Counsel) - **Not Held - Vacated by Court**

**04/14/2022** at 3:00 PM in Department 9, Yvette M. Palazuelos, Presiding  
Court Order

**03/30/2022** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding  
Non-Appearance Case Review (ReStatus of Mediation) - **Held**

**01/06/2022** at 10:00 AM in Department 9, Yvette M. Palazuelos, Presiding  
Status Conference - **Not Held - Taken Off Calendar by Court**

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**11/29/2021** at 10:00 AM in Department 9

Status Conference - **Not Held - Advanced and Continued - by Court**

**11/19/2021** at 4:00 PM in Department 9, Yvette M. Palazuelos, Presiding  
Court Order

**05/28/2021** at 10:00 AM in Department 9, Yvette M. Palazuelos, Presiding  
Status Conference - **Not Held - Continued - Court's Motion**

**04/30/2021** at 09:00 AM in Department 9, Yvette M. Palazuelos, Presiding  
Order to Show Cause Re: (failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld (\$500 due)) - **Held**

**04/23/2021** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding  
Non-Appearance Case Review (ReJudicial Referee) - **Held**

**03/29/2021** at 08:30 AM in Department 9

Non-Appearance Case Review (ReJudicial Referee) - **Not Held - Continued - Stipulation**

**02/08/2021** at 10:00 AM in Department 9, Yvette M. Palazuelos, Presiding

Hearing on Motion to Compel ((Judicial Reference)) - **Not Held - Taken Off Calendar by Court**

**02/08/2021** at 10:00 AM in Department 9

Status Conference - **Not Held - Taken Off Calendar by Court**

**02/01/2021** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (ReFiling of Motion) - **Not Held - Taken Off Calendar by Court**

**12/10/2020** at 10:00 AM in Department 9, Yvette M. Palazuelos, Presiding  
Status Conference - **Not Held - Continued - Court's Motion**

**12/10/2020** at 10:00 AM in Department 9

Hearing on Motion to Compel ((Judicial Reference)) - **Not Held - Continued - Stipulation**

**09/29/2020** at 10:00 AM in Department 9, Yvette M. Palazuelos, Presiding  
Status Conference - **Not Held - Continued - Court's Motion**

**09/21/2020** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding

Non-Appearance Case Review (ReFiling Response and Motion) - **Not Held - Taken Off Calendar by Court**

**09/01/2020** at 09:30 AM in Department 9, Yvette M. Palazuelos, Presiding  
Non-Appearence Case Review

**07/27/2020** at 10:00 AM in Department 9  
Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6) - **Held - Motion Denied**

**07/27/2020** at 10:00 AM in Department 9  
Post-Arbitration Status Conference - **Held**

**06/10/2020** at 10:00 AM in Department 9  
Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6) - **Not Held - Advanced and Continued - by Court**

**04/30/2020** at 10:00 AM in Department 9  
Post-Arbitration Status Conference - **Not Held - Advanced and Continued - by Court**

**04/30/2020** at 10:00 AM in Department 9  
Order to Show Cause Re: (failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld (\$500 due)) - **Not Held - Advanced and Continued - by Court**

**04/16/2020** at 12:42 PM in Department 9, Yvette M. Palazuelos, Presiding  
Court Order

**03/11/2020** at 10:54 AM in Department 9, David S. Cunningham III, Presiding  
Nunc Pro Tunc Order

**03/11/2020** at 08:30 AM in Department 9  
Non-Appearence Case Review (ReStatus of Arbitration) - **Held**

**03/11/2020** at 08:30 AM in Department 9, David S. Cunningham III, Presiding  
Non-Appearence Case Review - **Held**

**11/15/2019** at 08:30 AM in Department 9, David S. Cunningham III, Presiding  
Non-Appearence Case Review (ReStatus of Arbitration) - **Held - Continued**

**05/31/2019** at 10:00 AM in Department 9  
Status Conference (re Arbitration) - **Not Held - Advanced and Vacated**

**05/28/2019** at 10:00 AM in Department 9, Kenneth R. Freeman, Presiding  
Court Order

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**03/11/2019** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding  
Non-Appearence Case Review - **Held - Continued**

**01/29/2019** at 08:30 AM in Department 9, Yvette M. Palazuelos, Presiding  
Non-Appearence Case Review - **Held**

**01/22/2019** at 08:30 AM in Department 9  
Non-Appearence Case Review - **Held**

**12/04/2018** at 10:00 AM in Department 9  
Status Conference - **Not Held - Continued - Stipulation**

**05/30/2018** at 10:01 AM in Department 9  
Unknown Event Type - **Held - Motion Granted**

**04/19/2018** at 11:00 AM in Department 311  
Hearing on Motion to Compel ((Continued by Stipulation)) -

**01/19/2018** at 2:00 PM in Department 311  
Initial Status Conference - **Held**

**11/15/2017** at 08:30 AM in Department 311

(Order-Complex Determination; Case Determined to be Complex) -

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## REGISTER OF ACTIONS

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**05/10/2024** Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award; Filed by: Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Maureen Harrold in Support of Unopposed Motion for Attorneys' Fees, Costs, and Service Award; Filed by: Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Jeffrey D. Kalie in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award; Filed by: Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Taras Kick in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award; Filed by: Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Richard D. McCune in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award; Filed by: Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Jonathan M. Streisfeld in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award; Filed by: Maureen Harrold (Plaintiff)

**05/10/2024** Declaration of Andrea R. Gold in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award; Filed by: Maureen Harrold (Plaintiff)

**05/10/2024** Plaintiff's Memorandum of Points and Authorities in Support of Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award; Filed by: Maureen Harrold (Plaintiff)

**04/03/2024** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 04/04/2025 at 08:30 AM in Spring Street Courthouse at Department 9

**04/03/2024** Minute Order (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...)

**04/03/2024** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**04/03/2024** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 04/03/2024 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 04/03/2024; Result Type to Held

**03/28/2024** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 04/03/2024 at 08:30 AM in Spring Street Courthouse at Department 9

**03/28/2024** Minute Order (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...)

**03/28/2024** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**03/28/2024** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 03/28/2024 at 08:30 AM in Spring Street Courthouse at Department 9 Held - Continued was rescheduled to 04/03/2024 08:30 AM

**03/26/2024** Notice of Pro Hac Vice Renewal Fees Paid For Jonathan M. Streisfeld; Filed by: Maureen Harrold (Plaintiff)

**01/25/2024** Updated -- Plaintiff's Notice of Motion and Unopposed Motion for Preliminary Approval of Class Action Settlement; Filed By: Maureen Harrold (Plaintiff); Result: Granted ; Result Date: 01/25/2024

**01/25/2024** Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval scheduled for 08/01/2024 at 08:30 AM in Spring Street Courthouse at Department 9

**01/25/2024** FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; Signed and Filed by: Clerk

**01/25/2024** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**01/25/2024** Hearing on Motion for Preliminary Approval of Settlement scheduled for 01/25/2024 at 10:00 AM in Spring Street Courthouse at Department 9 updated: Result Date to 01/25/2024; Result Type to Held - Motion Granted

**01/25/2024** Minute Order (Hearing on Motion for Preliminary Approval of Settlement;)

**01/24/2024** Hearing on Motion for Final Approval of Settlement scheduled for 07/25/2024 at 10:00 AM in Spring Street Courthouse at Department 9

**01/16/2024** Notice Of LaCourtConnect Video Appearance For Jonathan M. Streisfeld; Filed by: Maureen Harrold (Plaintiff)

**01/16/2024** Notice Of LACourtConnect Video Appearance For Andrea R. Gold; Filed by: Maureen Harrold (Plaintiff)

**01/16/2024** Proof of Service; Filed by: Maureen Harrold (Plaintiff)

**01/11/2024** Minute Order (Non-Appearance Case Review Re: Filing and Serving of Suppleme...)

**01/11/2024** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**01/11/2024** Non-Appearance Case Review Re: Filing and Serving of Supplemental Papers in Support of Preliminary Approval scheduled for 01/11/2024 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 01/11/2024; Result Type to Held

**12/29/2023** Plaintiff's Second Supplemental Memorandum Of Points And Authorities In Support Of Unopposed Motion For Preliminary Approval Of Class Action Settlement; Filed by: Maureen Harrold (Plaintiff)

**10/13/2023** Updated -- Nancy R. Thomas (Attorney): Organization Name changed from Morrison & Foerster LLP to Davis Wright Tremaine LLP

**10/13/2023** Address for Nancy R. Thomas (Attorney) updated

**10/12/2023** Notice of Change of Address or Other Contact Information; Filed by: MUFG Union Bank, N.A. (Defendant)

**09/06/2023** Non-Appearance Case Review Re: Filing and Serving of Supplemental Papers in Support of Preliminary Approval scheduled for 01/11/2024 at 08:30 AM in Spring Street Courthouse at Department 9

**09/06/2023** FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; Signed and Filed by: Clerk

**09/06/2023** Updated -- FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT: As To Parties:

**09/06/2023** On the Court's own motion, Hearing on Motion for Preliminary Approval of Settlement scheduled for 09/07/2023 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Continued - Court's Motion was rescheduled to 01/25/2024 10:00 AM

**08/21/2023** Non-Appearance Case Review re: Filing and Serving of Supplemental Papers in Support of Preliminary Approval scheduled for 08/24/2023 at 08:30 AM in Spring Street Courthouse at Department 9 Not Held - Vacated by Court on 08/21/2023

**08/15/2023** Plaintiff's Supplemental Memorandum of Points and Authorities in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement; Filed by: Maureen Harrold (Plaintiff)

**04/26/2023** Hearing on Motion for Preliminary Approval of Settlement scheduled for 09/07/2023 at 10:00 AM in Spring Street Courthouse at Department 9

**04/26/2023** Non-Appearance Case Review re: Filing and Serving of Supplemental Papers in Support of Preliminary Approval scheduled for 08/24/2023 at 08:30 AM in Spring Street Courthouse at Department 9

**04/26/2023** FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; ADDENDUM (checklist); Signed and Filed by: Clerk

**04/26/2023** Updated -- FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; ADDENDUM (checklist): As To Parties:

**04/26/2023** Minute Order (Hearing on Motion for Preliminary Approval of Settlement;)

**04/26/2023** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**04/26/2023** Hearing on Motion for Preliminary Approval of Settlement scheduled for 04/26/2023 at 10:00 AM in Spring Street Courthouse at Department 9 Held - Continued was rescheduled to 09/07/2023 10:00 AM

**03/23/2023** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 03/28/2024 at 08:30 AM in Spring Street Courthouse at Department 9

**03/23/2023** Proof of Service (not Summons and Complaint); Filed by: Maureen Harrold (Plaintiff)

**03/23/2023** Notice of Pro Hac Vice Renewal Fees Paid for Jonathan M. Streisfeld; Filed by: Maureen Harrold (Plaintiff)

**03/23/2023** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**03/23/2023** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 03/23/2023 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 03/23/2023; Result Type to Held

**03/23/2023** Minute Order (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...)

**03/17/2023** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 03/23/2023 at 08:30 AM in Spring Street Courthouse at Department 9

**03/17/2023** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**03/17/2023** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 03/16/2023 at 08:30 AM in Spring Street Courthouse at Department 9

**03/16/2023** Minute Order (Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for J...)

**02/06/2023** Non-Appearance Case Review Re: Filing and Serving of Motion for Preliminary Approval scheduled for 02/06/2023 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 02/06/2023; Result Type to Held

**02/06/2023** Minute Order (Non-Appearance Case Review Re: Filing and Serving of Motion f...)

**01/30/2023** Plaintiff's Notice of Motion and Unopposed Motion for Preliminary Approval of Class Action Settlement; Filed by: Maureen Harrold (Plaintiff); As to: MUFG Union Bank, N.A. (Defendant)

**01/30/2023** Plaintiff's Memorandum of Points and Authorities in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement; Filed by: Maureen Harrold (Plaintiff)

**01/30/2023** Proof of Service (not Summons and Complaint); Filed by: Maureen Harrold (Plaintiff); As to: MUFG Union Bank, N.A. (Defendant)

**01/23/2023** Address for Nancy R. Thomas (Attorney) updated

**01/19/2023** Substitution of Attorney; Filed by: MUFG Union Bank, N.A. (Defendant)

**01/19/2023** Substitution of Attorney; Filed by: MUFG Union Bank, N.A. (Defendant)

**01/19/2023** Substitution of Attorney; Filed by: MUFG Union Bank, N.A. (Defendant)

**12/12/2022** Non-Appearance Case Review Re: Filing and Serving of Motion for Preliminary Approval scheduled for 02/06/2023 at 08:30 AM in Spring Street Courthouse at Department 9

**12/12/2022** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**12/12/2022** Non-Appearance Case Review Re: Filing and Serving of Motion for Preliminary Approval scheduled for 12/12/2022 at 08:30 AM in Spring Street Courthouse at Department 9 Held - Continued was rescheduled to 02/06/2023 08:30 AM

**12/12/2022** Minute Order (Non-Appearance Case Review Re: Filing and Serving of Motion f...)

**12/05/2022** Notice of Change of Address for H. Zavareei and A. Gold; Filed by: Maureen Harrold (Plaintiff)

**12/05/2022** Address for Hassan A. Zavareei (Attorney) updated

**12/02/2022** Status Report; Filed by: Maureen Harrold (Plaintiff)

**12/01/2022** Proof of Service (not Summons and Complaint); Filed by: Maureen Harrold (Plaintiff); As to: MUFG Union Bank, N.A. (Defendant)

**11/29/2022** Hearing on Motion for Preliminary Approval of Settlement scheduled for 04/26/2023 at 10:00 AM in Spring Street Courthouse at Department 9

**08/26/2022** Non-Appearance Case Review Re: Filing and Serving of Motion for Preliminary Approval scheduled for 12/12/2022 at 08:30 AM in Spring Street Courthouse at Department 9

**08/26/2022** Minute Order (Non-Appearance Case Review Re: Filing of Joint Report or Moti...)

**08/26/2022** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**08/26/2022** Non-Appearance Case Review Re: Filing of Joint Report or Motion for Preliminary Approval scheduled for 08/26/2022 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 08/26/2022; Result Type to Held

**08/26/2022** On the Court's own motion, Non-Appearance Case Review Re: Status of Arbitration scheduled for 10/13/2022 at 08:30 AM in Spring Street Courthouse at Department 9 Not Held - Advanced and Vacated on 08/26/2022

**08/19/2022** Status Report; Filed by: Maureen Harrold (Plaintiff)

**06/22/2022** Non-Appearance Case Review Re: Filing of Joint Report or Motion for Preliminary Approval scheduled for 08/26/2022 at 08:30 AM in Spring Street Courthouse at Department 9

**06/22/2022** Minute Order (Non-Appearance Case Review Re: Status of Mediation;)

**06/22/2022** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**06/22/2022** Non-Appearance Case Review Re: Status of Mediation scheduled for 06/22/2022 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 06/22/2022; Result Type to Held

**06/15/2022** Joint Status Report; Filed by: Maureen Harrold (Plaintiff)

**05/06/2022** Status Report; Filed by: Maureen Harrold (Plaintiff)

**04/28/2022** Notice of Withdrawal of Counsel; Filed by: MUFG Union Bank, N.A. (Defendant); As to: MUFG Union Bank, N.A. (Defendant)

**04/28/2022** Non-Appearance Case Review Re: Pro Hac Vice Renewal Fee for Jonathan M. Streisfeld scheduled for 03/16/2023 at 08:30 AM in Spring Street Courthouse at Department 9

**04/28/2022** Minute Order (Court Order Re: Notice of Vacating Order to Show Cause; Notic...)

**04/28/2022** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**04/28/2022** On the Court's own motion, Order to Show Cause Re: Failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld scheduled for 04/29/2022 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Vacated by Court on 04/28/2022

**04/20/2022** Address for James McGuire (Attorney) null

**04/15/2022** Notice of Change of Address or Other Contact Information; Filed by: James R McGuire (Attorney)

**04/15/2022** Updated -- Notice of Change of Address or Other Contact Information: As To Parties: removed

**04/15/2022** Notice of Change of Address or Other Contact Information; Filed by: MUFG Union Bank, N.A. (Defendant)

**04/15/2022** Notice of Change of Address or Other Contact Information; Filed by: MUFG Union Bank, N.A. (Defendant)

**04/15/2022** Address for James R McGuire (Attorney) updated

**04/15/2022** Address for MUFG Union Bank, N.A. (Defendant) updated



**04/14/2022** Updated -- Declaration of James R. McGuire in Support of Response to Order to Show Cause: As To Parties: removed

**04/14/2022** Non-Appearance Case Review Re: Status of Mediation scheduled for 06/22/2022 at 08:30 AM in Spring Street Courthouse at Department 9

**04/14/2022** Minute Order (Court Order Re: Notice of Vacating Status Conference and Disc...)

**04/14/2022** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**04/14/2022** On the Court's own motion, Order to Show Cause Re: Imposition of Suspended Sanctions Against All Counsel scheduled for 04/21/2022 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Vacated by Court on 04/14/2022

**04/14/2022** On the Court's own motion, Status Conference scheduled for 04/21/2022 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Vacated by Court on 04/14/2022

**04/04/2022** Response to Order to Show Cause and Joint Status Report; Filed by: MUFG Union Bank, N.A. (Defendant)

**04/04/2022** Declaration of James R. McGuire in Support of Response to Order to Show Cause; Filed by: MUFG Union Bank, N.A. (Defendant)

**03/30/2022** Order to Show Cause Re: Imposition of Suspended Sanctions Against All Counsel scheduled for 04/21/2022 at 10:00 AM in Spring Street Courthouse at Department 9

**03/30/2022** Status Conference scheduled for 04/21/2022 at 10:00 AM in Spring Street Courthouse at Department 9

**03/30/2022** Minute Order (Non-Appearance Case Review Re: Status of Mediation;)

**03/30/2022** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**03/30/2022** Non-Appearance Case Review Re: Status of Mediation scheduled for 03/30/2022 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 03/30/2022; Result Type to Held

**03/10/2022** Notice of Pro Hac Vice Renewal Fees Paid for Jonathan M. Streisfeld; Filed by: Maureen Harrold (Plaintiff); As to: Maureen Harrold (Plaintiff)

**02/22/2022** Non-Appearance Case Review Re: Status of Mediation scheduled for 03/30/2022 at 08:30 AM in Spring Street Courthouse at Department 9

**02/18/2022** Proof of Service (not Summons and Complaint) Of Joint Stipulation And [Proposed] Order Staying The Case In Light Of Agreed Upon Mediation; Filed by: MUFG Union Bank, N.A. (Defendant)

**02/18/2022** Stipulation and Order Joint Stipulation And [Proposed] Order Staying The Case In Light Of Agreed Upon Mediation; Signed and Filed by: MUFG Union Bank, N.A. (Defendant); As to: Maureen Harrold (Plaintiff); MUFG Union Bank, N.A. (Defendant)

**01/27/2022** Updated -- Declaration Of Angelica Aleksanian in Support of Defendant MUFG Union Bank, N.A.'s Motion Judgment on the Pleadings: As To Parties: removed

**01/27/2022** Updated -- Declaration Of James R. McGuire in Support of Defendant MUFG Union Bank, N.A.'s Motion for Judgment on the Pleadings: As To Parties: removed

**01/27/2022** Updated -- Motion for Judgment on the Pleadings: As To Parties: removed

**01/25/2022** Motion for Judgment on the Pleadings; Filed by: MUFG Union Bank, N.A. (Defendant)

**01/25/2022** Declaration Of James R. McGuire in Support of Defendant MUFG Union Bank, N.A.'s Motion for Judgment on the Pleadings; Filed by: MUFG Union Bank, N.A. (Defendant)

**01/25/2022** Declaration Of Angelica Aleksanian in Support of Defendant MUFG Union Bank, N.A.'s Motion Judgment on the Pleadings; Filed by: MUFG Union Bank, N.A. (Defendant)

**01/25/2022** Proof of Service (not Summons and Complaint); Filed by: MUFG Union Bank, N.A. (Defendant)

**01/06/2022** Non-Appearance Case Review scheduled for 10/13/2022 at 08:30 AM in Spring Street Courthouse at Department 9

**01/06/2022** Minute Order (Status Conference)

**01/06/2022** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**01/06/2022** Status Conference scheduled for 01/06/2022 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Taken Off Calendar by Court on 01/06/2022

**12/23/2021** Status Report; Filed by: Maureen Harrold (Plaintiff); MUFG Union Bank, N.A. (Defendant)

**12/16/2021** Notice of Entry of Order; Filed by: Maureen Harrold (Plaintiff)

**12/16/2021** Proof of Service (not Summons and Complaint); Filed by: Maureen Harrold (Plaintiff)

**11/19/2021** Status Conference scheduled for 01/06/2022 at 10:00 AM in Spring Street Courthouse at Department 9

**11/19/2021** Minute Order (Court Order Re: Continuance of Status Conference;)

**11/19/2021** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**11/19/2021** On the Court's own motion, Status Conference scheduled for 11/29/2021 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Advanced and Continued - by Court was rescheduled to 01/06/2022 10:00 AM

**11/18/2021** Joint Status Conference Report; Filed by: MUFG Union Bank, N.A. (Defendant)

**06/08/2021** Status Conference scheduled for 11/29/2021 at 10:00 AM in Spring Street Courthouse at Department 9

**06/08/2021** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**06/08/2021** On the Court's own motion, Status Conference scheduled for 05/28/2021 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Continued - Court's Motion was rescheduled to 11/29/2021 10:00 AM

**05/28/2021** Minute Order (Status Conference)

**05/13/2021** Joint Status Report; Filed by: MUFG Union Bank, N.A. (Defendant)

**04/30/2021** Order to Show Cause Re: Failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld scheduled for 04/29/2022 at 10:00 AM in Spring Street Courthouse at Department 9

**04/30/2021** Certificate of Mailing for (Order to Show Cause Re: failure to pay pro hac vice renewal f...) of 04/30/2021; Filed by: Clerk

**04/30/2021** Minute Order (Order to Show Cause Re: failure to pay pro hac vice renewal f...)

**04/30/2021** Order to Show Cause Re: failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld (\$500 due) scheduled for 04/30/2021 at 09:00 AM in Spring Street Courthouse at Department 9 updated: Result Date to 04/30/2021; Result Type to Held

**04/26/2021** Order Appointing Referee; Signed and Filed by: MUFG Union Bank, N.A. (Defendant)

**04/23/2021** Status Conference scheduled for 05/28/2021 at 10:00 AM in Spring Street Courthouse at Department 9

**04/23/2021** Minute Order (Non-Appearance Case Review Re: Judicial Referee)

**04/23/2021** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**04/23/2021** Non-Appearance Case Review Re: Judicial Referee scheduled for 04/23/2021 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 04/23/2021; Result Type to Held

**04/13/2021** Proof of Service; Filed by: MUFG Union Bank, N.A. (Defendant)

**04/13/2021** Joint Status Report; Filed by: MUFG Union Bank, N.A. (Defendant)

**03/24/2021** Stipulation and Order Extending Deadline to Identify Judicial Referee; Signed and Filed by: Maureen Harrold (Plaintiff); MUFG Union Bank, N.A. (Defendant)

**03/24/2021** Pursuant to written stipulation, Non-Appearance Case Review Re: Judicial Referee scheduled for 03/29/2021 at 08:30 AM in Spring Street Courthouse at Department 9 Not Held - Continued - Stipulation was rescheduled to 04/23/2021 08:30 AM

**02/08/2021** Non-Appearance Case Review Re: Judicial Referee scheduled for 03/29/2021 at 08:30 AM in Spring Street Courthouse at Department 9

**02/08/2021** Ruling/Orders; Signed and Filed by: Clerk

**02/08/2021** Minute Order (Hearing on Motion to Compel (Judicial Reference); Status Conf...)

**02/08/2021** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**02/08/2021** Hearing on Motion to Compel (Judicial Reference) scheduled for 02/08/2021 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Taken Off Calendar by Court on 02/08/2021

**02/08/2021** Status Conference scheduled for 02/08/2021 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Taken Off Calendar by Court on 02/08/2021

**02/01/2021** Minute Order (Non-Appearance Case Review Re: Filing of Motion)

**02/01/2021** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**02/01/2021** Non-Appearance Case Review Re: Filing of Motion scheduled for 02/01/2021 at 08:30 AM in Spring Street Courthouse at Department 9 Not Held - Taken Off Calendar by Court on 02/01/2021

**01/29/2021** Proof of Service (not Summons and Complaint); Filed by: Maureen Harrold (Plaintiff); As to: MUFG Union Bank, N.A. (Defendant)

**01/29/2021** Joint Status Report; Filed by: Maureen Harrold (Plaintiff)

**12/10/2020** Status Conference scheduled for 02/08/2021 at 10:00 AM in Spring Street Courthouse at Department 9

**12/10/2020** Minute Order (Status Conference)

**12/10/2020** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**12/10/2020** On the Court's own motion, Status Conference scheduled for 12/10/2020 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Continued - Court's Motion was rescheduled to 02/08/2021 10:00 AM

**12/04/2020** Proof of Service; Filed by: Maureen Harrold (Plaintiff)

**12/04/2020** Joint Status Report; Filed by: Maureen Harrold (Plaintiff)

**11/06/2020** Plaintiff's response in opposition to Defendant's motion to compel judicial reference; Filed by: Maureen Harrold (Plaintiff)

**10/13/2020** Updated -- Stipulation and Order Continuing Hearing on Defendant's Motion to Compel Judicial Reference: Name Extension changed from Extending Briefing on Defendant's Motion to Compel Judicial Reference to Continuing Hearing on Defendant's Motion to Compel Judicial Reference; As To Parties: removed

**10/13/2020** Stipulation and Order Extending Briefing on Defendant's Motion to Compel Judicial Reference; Signed and Filed by: Maureen Harrold (Plaintiff); MUFG Union Bank, N.A. (Defendant)

**10/13/2020** Non-Appearance Case Review Re: Filing of Motion scheduled for 02/01/2021 at 08:30 AM in Spring Street Courthouse at Department 9

**10/13/2020** Pursuant to written stipulation, Hearing on Motion to Compel (Judicial Reference) scheduled for 12/10/2020 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Continued - Stipulation was rescheduled to 02/08/2021 10:00 AM

**09/29/2020** Status Conference scheduled for 12/10/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**09/29/2020** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**09/29/2020** On the Court's own motion, Status Conference scheduled for 09/29/2020 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Continued - Court's Motion was rescheduled to 12/10/2020 10:00 AM

**09/29/2020** Minute Order (Status Conference)

**09/21/2020** Minute Order (Non-Appearance Case Review Re: Filing Response and Motion)

**09/21/2020** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**09/21/2020** Non-Appearance Case Review Re: Filing Response and Motion scheduled for 09/21/2020 at 08:30 AM in Spring Street Courthouse at Department 9 Not Held - Taken Off Calendar by Court on 09/21/2020

**09/17/2020** Hearing on Motion to Compel (Judicial Preference) scheduled for 12/10/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**09/14/2020** Defendant MUFG Union Bank, N.A.'s Answer to the First Amended Complaint; Filed by: MUFG Union Bank, N.A. (Defendant)

**09/14/2020** Motion to Compel Judicial Reference; Filed by: MUFG Union Bank, N.A. (Defendant)

**09/14/2020** Declaration of James R. McGuire in Support of Defendant MUFG Union Bank, N.A.'s Notice of Motion and Motion to Compel Judicial Reference Under Cal. Code Civ. Proc. Section 638; Filed by: MUFG Union Bank, N.A. (Defendant)

**09/08/2020** Updated -- Proof of Service: As To Parties: MUFG Union Bank, N.A. (Defendant)

**09/02/2020** Non-Appearance Case Review Re: Filing Response and Motion scheduled for 09/21/2020 at 08:30 AM in Spring Street Courthouse at Department 9

**09/02/2020** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**09/01/2020** Minute Order (Non-Appearance Case Review)

**08/27/2020** Joint Stipulation and (Proposed) Order Extending Defendant MUFG Union bank, N.A.'S Time to Respond to the First Amended Complaint. Filed by: MUFG Union Bank, N.A. (Defendant); As to: Maureen Harrold (Plaintiff)

**07/29/2020** Notice of Filing of Exhibit A to First Amended Complaint; Filed by: Maureen Harrold (Plaintiff)

**07/29/2020** Proof of Service; Filed by: Maureen Harrold (Plaintiff)

**07/29/2020** Proof of Service; Filed by: Maureen Harrold (Plaintiff)

**07/29/2020** First Amended Class Action Complaint; Filed by: Maureen Harrold (Plaintiff); As to: MUFG Union Bank, N.A. (Defendant)

**07/27/2020** Updated -- Motion to Vacate Arbitration Award: Filed By: MUFG Union Bank (Defendant); Result: Denied; Result Date: 07/27/2020

**07/27/2020** Ruling/Orders; Signed and Filed by: Clerk

**07/27/2020** Status Conference scheduled for 09/29/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**07/27/2020** Minute Order (Post-Arbitration Status Conference; Hearing on Motion to Vaca...)

**07/27/2020** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**07/27/2020** Post-Arbitration Status Conference scheduled for 07/27/2020 at 10:00 AM in Spring Street Courthouse at Department 9 updated: Result Date to 07/27/2020; Result Type to Held

**07/27/2020** Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6) scheduled for 07/27/2020 at 10:00 AM in Spring Street Courthouse at Department 9 updated: Result Date to 07/27/2020; Result Type to Held - Motion Denied

**07/24/2020** Plaintiff's Notice of Supplemental Authority; Filed by: Maureen Harrold (Plaintiff)

**07/24/2020** Proof of Service; Filed by: Maureen Harrold (Plaintiff)

**07/24/2020** Notice of LaCourtConnect Video Appearance for Andrea R. Gold; Filed by: Maureen Harrold (Plaintiff)

**07/24/2020** Notice of LACourtConnect Video Appearance for Jonathan M.Streisfeld; Filed by: Maureen Harrold (Plaintiff)

**07/20/2020** Joint Status Report; Filed by: Maureen Harrold (Plaintiff)

**07/20/2020** Address for James R McGuire (Attorney) updated

**07/13/2020** Notice of Change of Address or Other Contact Information; Filed by: James R McGuire (Attorney)

**06/23/2020** Updated -- MUFG Union Bank, N.A. (Defendant): Organization Name changed from MUFG Union Bank to MUFG Union Bank, N.A.

**06/04/2020** Defendant MUFG Union Bank, N.A.'s Reply in Support of Motion to Vacate Arbitration Award; Filed by: MUFG Union Bank (Defendant)

**05/08/2020** Updated -- Annick Marie Persinger (Attorney): Organization Name changed from Tycko & Zavareei LLP to Tycko & Zavareei, LLP; Middle Name changed from M. to Marie

**05/08/2020** Address for Annick Marie Persinger (Attorney) updated

**04/16/2020** Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6) scheduled for 07/27/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**04/16/2020** Post-Arbitration Status Conference scheduled for 07/27/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**04/16/2020** Order to Show Cause Re: failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld (\$500 due) scheduled for 04/30/2021 at 09:00 AM in Spring Street Courthouse at Department 9

**04/16/2020** Certificate of Mailing for (Court Order Based on current conditions, including, but not ...) of 04/16/2020; Filed by: Clerk

**04/16/2020** Minute Order (Court Order Based on current conditions, including, but not ...)

**04/16/2020** On the Court's own motion, Order to Show Cause Re: failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld (\$500 due) scheduled for 04/30/2020 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Advanced and Continued - by Court was rescheduled to 04/30/2021 09:00 AM

**04/16/2020** Reset - Court Unavailable, Post-Arbitration Status Conference scheduled for 04/30/2020 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Advanced and Continued - by Court was rescheduled to 07/27/2020 10:00 AM

**04/16/2020** Reset - Court Unavailable, Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6) scheduled for 06/10/2020 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Advanced and Continued - by Court was rescheduled to 07/27/2020 10:00 AM

**04/09/2020** Proof of Service (not Summons and Complaint); Filed by: Maureen Harrold (Plaintiff)

**04/09/2020** Response in Opposition to defendant's Motion to Vacate the Arbitration Award; Filed by: Maureen Harrold (Plaintiff)

**04/02/2020** Proof of Service (not Summons and Complaint); Filed by: Maureen Harrold (Plaintiff)

**03/26/2020** Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6) scheduled for 06/10/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**03/23/2020** Declaration of James R. McGuire in Support of Defendant MUFG Union Bank, N.A.'s Motion to Vacate Arbitration Award; Filed by: MUFG Union Bank (Defendant)

**03/23/2020** Motion to Vacate Arbitration Award; Filed by: MUFG Union Bank (Defendant)

**03/23/2020** Proof of Service by Mail; Filed by: MUFG Union Bank (Defendant); As to: Maureen Harrold (Plaintiff); After Substituted Service of Summons & Complaint?: No

**03/11/2020** Post-Arbitration Status Conference scheduled for 04/30/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**03/11/2020** Order to Show Cause Re: failure to pay pro hac vice renewal fee of Jonathan M. Streisfeld (\$500 due) scheduled for 04/30/2020 at 10:00 AM in Spring Street Courthouse at Department 9

**03/11/2020** Minute Order (Non-Appearance Case Review; Non-Appearance Case Review Re: St...)

**03/11/2020** Certificate of Mailing for (Non-Appearance Case Review; Non-Appearance Case Review Re: St...) of 03/11/2020; Filed by: Clerk

**03/11/2020** Non-Appearance Case Review scheduled for 03/11/2020 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 03/11/2020; Result Type to Held

**03/11/2020** Non-Appearance Case Review Re: Status of Arbitration scheduled for 03/11/2020 at 08:30 AM in Spring Street

Courthouse at Department 9 updated: Result Date to 03/11/2020; Result Type to Held

**03/11/2020** Minute Order (Nunc Pro Tunc Order)

**03/11/2020** Certificate of Mailing for (Nunc Pro Tunc Order) of 03/11/2020; Filed by: Clerk

**03/11/2020** Updated -- Jonathan M. Streisfeld (Attorney): First Name changed from KOPELOWITZ to Jonathan; Last Name changed from WEISELBERG to Streisfeld; Organization Name: Kopelowitz Ostrow Ferguson Weiselberg Gilbert; Middle Name changed from OSTROW FERGUSON to M.

**03/11/2020** Address for Jonathan M. Streisfeld (Attorney) updated

**03/10/2020** Message Board Posting case anywhere; Filed by: Clerk

**03/10/2020** Reply to MUFG Union Bank, N.A.'s Response and Objection to the Declaration of Jonathan M. Streisfeld; Filed by: Maureen Harrold (Plaintiff)

**03/10/2020** Proof of Service; Filed by: Maureen Harrold (Plaintiff)

**03/09/2020** Updated -- James R McGuire (Attorney): First Name changed from Lauren to James; Last Name changed from Wroblewski to McGuire; Organization Name changed from Morrison & Foerster LLP to Buckley LLP; Middle Name: R

**03/09/2020** Address for James R McGuire (Attorney) updated

**03/06/2020** Notice by Morrison & Foerster LLP to Withdraw as Counsel; Filed by: MUFG Union Bank (Defendant)

**03/04/2020** Notice of Appearance of Counsel; Filed by: MUFG Union Bank (Defendant)

**03/04/2020** MUFG Union Bank, N.A.'S Response and Objection to the Declaration of Jonathan M. Streisfeld; Filed by: MUFG Union Bank (Defendant)

**03/04/2020** Notice of Change of Law Firm Affiliation and Entry of Appearance; Filed by: MUFG Union Bank (Defendant)

**03/03/2020** Proof of Service; Filed by: Maureen Harrold (Plaintiff)

**03/03/2020** Declaration of Jonathan M. Streisfeld Pursuant to Order on November 15, 2019 Non-Appearance Case Review; Filed by: Maureen Harrold (Plaintiff)

**11/15/2019** Non-Appearance Case Review Re: Status of Arbitration scheduled for 03/11/2020 at 08:30 AM in Spring Street Courthouse at Department 9

**11/15/2019** Certificate of Mailing for (Non-Appearance Case Review Re: Status of Arbitration) of 11/15/2019; Filed by: Clerk

**11/15/2019** Minute Order (Non-Appearance Case Review Re: Status of Arbitration)

**11/15/2019** Non-Appearance Case Review Re: Status of Arbitration scheduled for 11/15/2019 at 08:30 AM in Spring Street Courthouse at Department 9 Held - Continued was rescheduled to 03/11/2020 08:30 AM

**11/13/2019** Updated -- Joint Report Regarding Status of Arbitration: As To Parties: removed

**11/12/2019** Joint Report Regarding Status of Arbitration; Filed by:

**08/20/2019** Address for Lauren Wroblewski (Attorney) updated

**08/20/2019** Updated -- Hassan A. Zavareei (Attorney): First Name changed from Jeffrey to Hassan; Last Name changed from Kaliel to Zavareei; Organization Name changed from Tycko & Zavareei LLP[DC] to Tycko & Zavareei LLP; Middle Name changed from D. to A.

**08/20/2019** Address for Hassan A. Zavareei (Attorney) updated

**08/20/2019** Updated -- Maureen Harrold (Plaintiff): First Name changed from MAUREEN to Maureen; Last Name changed from HARROLD to Harrold; Middle Name: blank

**08/20/2019** Updated -- MUFG Union Bank (Defendant): Organization Name changed from MUFG UNION BANK N.A. to MUFG Union Bank

**08/20/2019** Updated -- Jeffrey D. Kaliel (Attorney): First Name: Jeffrey; Last Name: Kaliel; Organization Name changed from Tycko & Zavareei LLP[DC] to Tycko & Zavareei LLP[DC]; Middle Name: D.

**08/20/2019** Address for Jeffrey D. Kaliei (Attorney) updated

**08/20/2019** Updated -- Annick M. Persinger (Attorney): First Name: Annick; Last Name: Persinger; Organization Name changed from Tycko & Zavareei LLP[SF] to Tycko & Zavareei LLP; Middle Name: M.

**08/20/2019** Address for Annick M. Persinger (Attorney) updated

**08/20/2019** Updated -- Lauren Wroblewski (Attorney): First Name: Lauren; Last Name: Wroblewski; Organization Name changed from Morrison & Foerster LLP to Morrison & Foerster LLP

**05/28/2019** Non-Appearance Case Review Re: Status of Arbitration scheduled for 11/15/2019 at 08:30 AM in Spring Street Courthouse at Department 9

**05/28/2019** Minute Order (Court Order Re: Status Conference Re: Arbitration;)

**05/28/2019** Clerks Certificate of Service By Electronic Service; Filed by: Clerk

**05/28/2019** On the Court's own motion, Status Conference re Arbitration scheduled for 05/31/2019 at 10:00 AM in Spring Street Courthouse at Department 9 Not Held - Advanced and Vacated on 05/28/2019

**03/11/2019** Non-Appearance Case Review scheduled for 03/11/2020 at 08:30 AM in Spring Street Courthouse at Department 9

**03/11/2019** Minute order entered: 2019-03-11 00:00:00

**03/11/2019** Proceeding/Event:Non-Appearance (Case Review) John Shepard Wiley, Jr. 8:30 am

**03/11/2019** Minute Order (Non-Appearance Case Review)

**03/11/2019** Non-Appearance Case Review scheduled for 03/11/2019 at 08:30 AM in Spring Street Courthouse at Department 9 Held - Continued was rescheduled to 03/11/2020 08:30 AM

**02/19/2019** ERROR with ROA message definition 92 on [Ln 37, col 39] with Document:69989522

**02/15/2019** Proof of Service (not Summons and Complaint); Filed by: MAUREEN HARROLD (Plaintiff); As to: MUFG UNION BANK N.A. (Defendant)

**02/05/2019** Case reassigned to Spring Street Courthouse in Department 9 - Hon. Yvette M. Palazuelos; Reason: Inventory Transfer

**02/05/2019** Notice of Case Reassignment and Order for Plaintiff to Give Notice; Filed by: Clerk

**01/29/2019** Notice of Withdrawal of counsel; Filed by: MUFG UNION BANK N.A. (Defendant); As to: MAUREEN HARROLD (Plaintiff)

**01/29/2019** Minute order entered: 2019-01-29 00:00:00

**01/29/2019** Proceeding/Event:Non-Appearance (Case Review) John Shepard Wiley, Jr. 8:30 am

**01/29/2019** Minute Order (Non-Appearance Case Review)

**01/29/2019** Non-Appearance Case Review scheduled for 01/29/2019 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 01/29/2019; Result Type to Held

**01/22/2019** Non-Appearance Case Review scheduled for 01/22/2019 at 08:30 AM in Spring Street Courthouse at Department 9 updated: Result Date to 01/22/2019; Result Type to Held

**01/22/2019** Minute order entered: 2019-01-22 00:00:00

**01/22/2019** Proceeding/Event:Non-Appearance (Case Review) John Shepard Wiley, Jr. 8:30 am

**01/22/2019** Minute Order (Non-Appearance Case Review)

**12/04/2018** Status Conference re Arbitration scheduled for 05/31/2019 at 10:00 AM in Spring Street Courthouse at Department 9

**12/04/2018** Message Board Posting Case Anywhere; Filed by: Clerk

**12/04/2018** Minute order entered: 2018-12-04 00:00:00



**12/04/2018** Proceeding/Event:Status Conference John Shepard Wiley, Jr. 10:00 am

**12/04/2018** Status Conference scheduled for 12/04/2018 at 10:00 AM in Stanley Mosk Courthouse at Department 9

**11/13/2018** Proof of Service (not Summons and Complaint); Filed by: MAUREEN HARROLD (Plaintiff)

**11/13/2018** Status Report of Arbitration and Proposed Order to Cancel Case Management Conference; Filed by: MAUREEN HARROLD (Plaintiff)

**05/30/2018** Proceeding/Event:Motion to Compel John Shepard Wiley, Jr. 10:01 am

**05/30/2018** Calendaring:Status Conference 12/04/18 at 10:00 am John Shepard Wiley, Jr.

**05/30/2018** Minute order entered: 2018-05-30 00:00:00

**05/14/2018** Document:Declaration Filed by: Attorney for Defendant/Respondent

**05/14/2018** Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

**05/14/2018** Document:Proof of Service Filed by: Attorney for Defendant/Respondent

**05/01/2018** Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

**05/01/2018** Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

**05/01/2018** Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

**04/30/2018** Document:Response Filed by: Attorney for Plaintiff/Petitioner

**04/19/2018** Proceeding/Event:Motion to Compel John Shepard Wiley, Jr. 11:00 am

**03/15/2018** Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

**03/14/2018** Document:Order Filed by: Attorney for Plaintiff/Petitioner

**03/13/2018** Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

**03/09/2018** Document:Order Filed by: Attorney for Plaintiff/Petitioner

**03/09/2018** Calendaring:Non-Appearance (Case Review) 03/11/19 at 8:30 am John Shepard Wiley, Jr.

**03/07/2018** Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

**03/07/2018** Document:Notice of Motion Filed by: Attorney for Plaintiff/Petitioner

**03/07/2018** Document:Notice of Motion Filed by: Attorney for Plaintiff/Petitioner

**03/02/2018** Document:Declaration Filed by: Attorney for Defendant/Respondent

**03/02/2018** Document:Declaration Filed by: Attorney for Defendant/Respondent

**03/02/2018** Document:Declaration Filed by: Attorney for Defendant/Respondent

**03/02/2018** Document:Proof of Service Filed by: Attorney for Defendant/Respondent

**03/02/2018** Document:Request for Judicial Notice Filed by: Attorney for Defendant/Respondent

**03/02/2018** Document:Notice of Motion Filed by: Attorney for Defendant/Respondent

**02/16/2018** Document:Stipulation and Order Filed by: Attorney for Defendant/Respondent

**02/09/2018** Document:Proof of Service Filed by: Attorney for Defendant/Respondent

**02/09/2018** Document:Proof of Service Filed by: Attorney for Defendant/Respondent

**01/29/2018** Calendaring:Non-Appearance (Case Review) 01/29/19 at 8:30 am John Shepard Wiley, Jr.

**01/29/2018** Document:Order Filed by: Attorney for Plaintiff/Petitioner

**01/29/2018** Document:Order Filed by: Attorney for Plaintiff/Petitioner

**01/22/2018** Calendaring:Non-Appearance (Case Review) 01/22/19 at 8:30 am John Shepard Wiley, Jr.

**01/19/2018** Document:Order Filed by: Attorney for Defendant/Respondent

**01/19/2018** Document:Application-Pro Hac Vice Filed by: Attorney for Plaintiff/Petitioner

**01/19/2018** Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

**01/19/2018** Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

**01/19/2018** Document:Notice Filed by: Attorney for Plaintiff/Petitioner

**01/19/2018** Document:Application-Pro Hac Vice Filed by: Attorney for Plaintiff/Petitioner

**01/19/2018** Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

**01/19/2018** Document:Notice Filed by: Attorney for Plaintiff/Petitioner

**01/19/2018** Calendaring:Motion to Compel 05/30/18 at 10:00 am John Shepard Wiley, Jr.

**01/19/2018** Proceeding/Event:Initial Status Conference John Shepard Wiley, Jr. 2:00 pm

**01/19/2018** Minute order entered: 2018-01-19 00:00:00

**01/17/2018** Document:Notice Filed by: Attorney for Plaintiff/Petitioner

**01/16/2018** Document:Proof of Service Filed by: Attorney for Defendant/Respondent

**01/16/2018** Document:Notice Filed by: Attorney for Defendant/Respondent

**01/16/2018** Document:Notice Filed by: Attorney for Defendant/Respondent

**01/16/2018** Document:Notice Filed by: Attorney for Defendant/Respondent

**01/16/2018** Document:Proof of Service Filed by: Attorney for Defendant/Respondent

**01/16/2018** Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

**01/16/2018** Document:Notice Filed by: Attorney for Defendant/Respondent

**01/16/2018** Document:Declaration Filed by: Attorney for Defendant/Respondent

**01/12/2018** Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

**11/28/2017** Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

**11/20/2017** Document:Substitution of Attorney Filed by: Attorney for Plaintiff/Petitioner

**11/20/2017** Document:Substitution of Attorney Filed by: Attorney for Plaintiff/Petitioner

**11/20/2017** Document:Receipt Filed by: Attorney for Plaintiff/Petitioner

**11/15/2017** Document:Order Filed by: Clerk

**11/15/2017** Minute order entered: 2017-11-15 00:00:00

**11/15/2017** Special Status Start:Case Determined to be Complex

**11/15/2017** Calendaring:Initial Status Conference 01/19/18 at 2:00 pm John Shepard Wiley, Jr.

**11/15/2017** Proceeding/Event:Order-Complex Determination John Shepard Wiley, Jr. 8:30 am

**10/19/2017** Document:Complaint Filed by: N/A

**10/19/2017** Case Filed/Opened:Othr Breach Contr/Warr-not Fraud

# EXHIBIT 6

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

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

Plaintiff,

vs.

MUFG UNION BANK, N.A.,

Defendant.

CASE NO. BC680214

**AMENDED SETTLEMENT AGREEMENT AND RELEASES**

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

**I. Recitals**

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

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

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

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

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

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

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

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

Declare Arbitration Agreement Unenforceable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **II. Definitions**

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

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

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

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

No. BC680214.

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

36. “Class Counsel” means:

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

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

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

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

38. “Class Representative” means Maureen Harrold.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

59. “Plaintiff” means Maureen Harrold.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. Certification of the Settlement Class**

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

### **IV. Settlement Consideration and Escrow Account**

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

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

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



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

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

**V. Settlement Approval**

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

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

**VI. Discovery and Settlement Data**

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

**VII. Settlement Administrator**

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

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

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

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

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

c. Establish and maintain the Settlement Website;

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

e. Respond to any mailed Settlement Class inquiries;

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

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

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

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

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

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

Settlement Administration Costs it paid;

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

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

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

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

#### **VIII. Notice to Settlement Class**

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

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

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

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

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

88. Written objections should include the following:

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

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

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

without Court approval.

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

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

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

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

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

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

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

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

#### **IX. Final Approval Order and Judgment**

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



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

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

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

**X. Calculation and Disbursement of Settlement Class Member Payments**

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

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

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

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

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

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

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

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

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

with subparagraph b. below.

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

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

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

#### **XI. Disposition of Residual Funds**

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

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

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

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

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

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

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

## **XII. Releases**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

#### **XIV. Termination of Settlement**

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

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

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

**XV. Effect of a Termination**

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

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

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

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

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

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

#### **XVI. No Admission of Liability**

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

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

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

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

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

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

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

#### **XIX. Miscellaneous Provisions**

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

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

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

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

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

hereto, except as provided for herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

*Signature Page Follows*

Dated: Dec 15, 2023 \_\_\_\_\_

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

MAUREEN HARROLD  
*Plaintiff*

Dated: Dec 15, 2023 \_\_\_\_\_

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

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

Dated: Dec 15, 2023 \_\_\_\_\_

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

Andrea Gold, Esq.  
TYCKO & ZAVAREEI LLP  
*Class Counsel*

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

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

By: \_\_\_\_\_  
ITS \_\_\_\_\_

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

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

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

\_\_\_\_\_  
MAUREEN HARROLD  
*Plaintiff*

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

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

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

\_\_\_\_\_  
Andrea Gold, Esq.  
TYCKO & ZAVAREEI LLP  
*Class Counsel*

Dated: 12-26-2023

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

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

Dated: 12-27-2023

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