

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
Civil Division

BEVERLY DEVORE, KITTY JOHNSON,
THE COLOMBIAN SPOT, LLC, and
JESSICA WEINGARTNER, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

DOLLAR BANK, FEDERAL SAVINGS
BANK,

Defendant.

Nos.: GD 21-8946

**PLAINTIFFS' BRIEF IN SUPPORT OF
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Filed on behalf of: Plaintiffs

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MEMORANDUM

I SUMMARY

Plaintiffs¹ and Class Counsel² submit this Brief in support of their Unopposed Motion for Final Approval of Class Action Settlement (“Motion”).³ A separate Motion for Attorneys’ Fees, Costs, and Service Awards was filed with the Court on February 5, 2024, and is set to be heard during the Final Approval Hearing.

As set forth in this Honorable Court’s Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), the Settlement being presented to this Court concerns three class actions against Dollar Bank that were consolidated: *Devore v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-21-008946; *Weingartner v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-22-001488; and *The Colombian Spot, LLC, et al. v. Dollar Bank*, United States District Court, Western District of Pennsylvania, Civil Action No. 2:21-cv-01171-CB. These class actions share common factual allegations concerning Dollar Bank allegedly improperly charging OD Fees and NSF Fees in a manner that breached its contracts with its accountholders. All three cases overcame initial dispositive motions – Dollar Bank’s Preliminary Objections were overruled in the *Devore* and *Weingartner* actions, and its Motion to Dismiss was denied in *The Colombian Spot, LLC* action. Subsequently, the Parties coordinated discovery and began joint settlement negotiations. Declaration of Taras Kick in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“Kick Decl.”, attached hereto as Exhibit A) ¶ 6. Ultimately, the parties to all three Actions reached this proposed Settlement with the assistance of a highly experienced

¹All capitalized defined terms used herein have the same meanings ascribed in the Settlement Agreement and Release.

² In the Preliminary Approval Order, this Court appointed Taras Kick of The Kick Law Firm, APC; Sophia Gold of KalieGold PLLC; David Berger of Gibbs Law Group LLP, and Jonathan Streisfeld of Kopelowitz Ostrow P.A., provisionally as Class Counsel, and they are collectively referred to as “Class Counsel.”

³Class Counsel have conferred with Defendant Dollar Bank, and Defendant does not oppose this Motion. The full text of the Motion and the accompanying Proposed Order have been disclosed to Defendant. Defendant does not oppose the relief requested.

mediator, the Honorable Gerald E. Rosen (Ret.) of JAMS. *Id.* at ¶ 8. The Value of the Settlement is \$7,010,844.00, representing a recovery of approximately 50% of Defendant’s maximum potential exposure in this case. *Id.* at ¶ 7.

On October 23, 2023, this Court preliminarily approved the Settlement, certified the Settlement Classes, and approved the proposed Notice Program. *See* Preliminary Approval Order. Class Counsel can now report that this Notice Program has been resoundingly successful. Specifically, as evidenced by the contemporaneously filed declaration of Amy Lechner of the Court-appointed settlement administrator, Simpluris, Inc. (“Simpluris”) sent the Email Notice to the 40,576 potentially valid email addresses in the Class List. Declaration of Amy Lechner of Simpluris, Inc. Regarding Notice and Settlement Administration (“Lechner Decl.”, attached hereto as Exhibit B) ¶ 7. An additional 15,311 Postcard Notices were sent to Class Members for whom an email address was unavailable. *Id.* ¶ 8. With the deadlines to do so having passed, no Class Members have excluded themselves from the Settlement, and none has objected. *Id.* ¶¶ 15, 17. This very favorable reaction by Class Members further supports the Court’s preliminary finding that the Settlement is fair, reasonable, and adequate.

Because the proposed Settlement is an excellent result for the Settlement Classes, and because the reaction to the Settlement has been universally positive, Plaintiffs respectfully request that the Court finally approve the Settlement.

II BACKGROUND OF THE ACTIONS

A. Procedural Background

Devore v. Dollar Bank

On August 2, 2021, Plaintiff Beverly Devore commenced the first state court Action against Dollar Bank on behalf of herself and a putative class of Pennsylvania residents, alleging that Dollar Bank improperly assessed OD Fees and NSF Fees on transactions that did not, in reality, overdraw the Account as there were sufficient funds to cover the transaction (the

“Sufficient Funds” claim). On October 15, 2021, Dollar Bank filed its Preliminary Objections to the *Devore* petition. On August 15, 2022, following the completion of briefing on the Preliminary Objections, the *Devore* court issued an order overruling Dollar Bank’s Preliminary Objections.

The Colombian Spot, LLC, et al. v. Dollar Bank

On September 1, 2021, Plaintiff The Colombian Spot, LLC commenced the federal court Action on behalf of itself and a putative nationwide class and alleged that Dollar Bank charged OD Fees on Debit Card Transactions that authorized against a positive balance but settled against a negative balance due to intervening charges, referred to in the Complaint as “Authorize Positive, Purportedly Settle Negative” or “APPSN” transactions. Plaintiffs alleged that this practice is inconsistent with the terms of Dollar Bank’s contractual agreements with its accountholders.

On November 29, 2021, Plaintiff The Colombian Spot, LLC filed the Amended Class Action Petition, adding Plaintiff Kitty Johnson as a named plaintiff and alleging the following liability theories: (1) Dollar Bank improperly assessed OD Fees and NSF Fees on transactions that did not, in reality, overdraw the Accounts as there were sufficient funds to cover the transaction; (2) Dollar Bank improperly assessed multiple NSF Fees and OD Fees on the same electronic transactions or checks when reprocessed again and again after initially being returned for insufficient funds (the “Multiple Fee” claim); (3) Dollar Bank improperly assessed OD Fees on APPSN transactions; and, (4) Dollar Bank falsely deemed transactions to have overdrawn the account and assessed an NSF Fee or OD Fee after it temporarily deducted the dollar amount of a prior returned insufficient funds transaction (the “False NSF Balance Deduction” claim).

Dollar Bank filed a Motion to Dismiss on January 18, 2022. Plaintiffs filed a Response in Opposition on February 14, 2022. Dollar Bank filed a Reply to Response in Opposition on February 22, 2022. On September 30, 2022, following the completion of briefing and the filing of

multiple notices of supplemental authority and responses to those notices, the court denied in part and granted in part Dollar Bank's Motion to Dismiss.

Weingartner v. Dollar Bank

On February 6, 2022, Plaintiff Jessica Weingartner filed the second state court Action against Dollar Bank on behalf of herself and a putative class of Pennsylvania residents, alleging that Dollar Bank improperly assessed multiple NSF Fees and OD Fees on the same electronic transactions or checks when reprocessed again and again after initially being returned for insufficient funds. On April 7, 2022, Dollar Bank filed its Preliminary Objections to the *Weingartner* petition. On August 30, 2022, following the completion of briefing, the *Weingartner* court issued an order overruling Dollar Bank's Preliminary Objections.

Discovery and Mediation

After their respective courts overruled the Preliminary Objections or denied the Motion to Dismiss, the Parties to all three actions engaged in cooperative and coordinated discovery and pre-mediation negotiations. Kick Decl. ¶ 6. Defendant retained a well-regarded expert, Ankura, to analyze the voluminous class transaction data at issue in these Actions and calculate the damages for the Sufficient Funds, APPSN, Multiple Fee, and False Negative Balance Deduction theories. *Id.* Plaintiffs retained database expert Arthur Olsen to verify Ankura's analysis and perform confirmatory discovery. *Id.* Mr. Olsen is extremely experienced in the analysis of fees by financial institutions. Declaration of Arthur Olsen In Support of Plaintiffs' Motion for Final Approval of Class Action Settlement ("Olsen Decl.," attached hereto as Exhibit C).

On February 28, 2023, the Parties to all three Actions participated in a full-day mediation with the Honorable Gerald E. Rosen (Ret.). Kick Decl. ¶ 8. Settlement negotiations at all times were at arm's length, adversarial, and devoid of any collusion. *Id.* At this mediation, the Parties

accepted a mediator's proposal to settle the three Actions against Dollar Bank. *Id.*

Plaintiffs and Class Counsel worked extensively to negotiate the Settlement Agreement and prepare the Motion for Preliminary Approval, which the Court granted on October 23, 2023. Kick Decl. ¶ 17. Thereafter, Class Counsel worked with the Settlement Administrator and Dollar Bank's counsel to implement the Notice Program. *Id.* Class Counsel filed their Motion for Attorneys' Fees, Costs, and Service Awards with the Court on February 5, 2024.

III TERMS OF THE SETTLEMENT

The Settlement provides substantial monetary and non-monetary relief to Class Members. Specifically, Defendant will pay \$6,739,356 to create a cash Settlement Fund (SA ¶ 65); forgive Uncollected Relevant Fees in the amount of \$271,488.00; and use best efforts to update any negative credit reporting regarding those Uncollected Relevant Fees. (SA ¶ 74).

Each eligible Settlement Class Member will receive a *pro rata* share of the Net Settlement Fund, based on the number of Relevant Fees that the Settlement Class Member was assessed and paid between December 1, 2017, through February 14, 2023, and that were not refunded, as detailed in the formulas in the Agreement for each of the Settlement Classes. (SA ¶ 93.) The Net Settlement Fund is the amount remaining in the \$6,739,356 Settlement Fund after payment of Court-approved attorneys' fees and costs, Settlement Administration Costs, and Court-approved Service Awards to Plaintiffs. (SA ¶ 43.) The proposed method of payment is very consumer friendly as Settlement Class Members will not be required to make any claims. Rather, all Settlement Class Members will be mailed a check which will be valid for 180 days. (SA ¶ 96.)

No portion of the Settlement Fund will revert to Dollar Bank. (SA ¶ 97.) Rather, any Residual Funds that remain following the initial distribution round either will be distributed to Settlement Class Members who received their initial Settlement Class Member Payments on a *pro*

rata basis via a second distribution, to the extent economically feasible and reasonable to administer a second distribution, or distributed to a *cy pres* recipient to be approved by this Court. (SA ¶ 100.b.) Regardless of whether a second distribution occurs, any remaining Residual Funds from uncashed checks will be distributed in accordance with 23 Pa. Code § 1716 subject to Court approval, with 50% of the Residual Funds being given to the Pennsylvania Interest on Lawyers Trust Account Board, and if no second distribution, the other 50% to a recipient approved by the Court following the presentation of the Parties' competing proposed *cy pres* recipients, in the event the Parties do not mutually agree to the proposed recipient(s). (SA ¶ 100.b.)

IV PRELIMINARY APPROVAL AND CLASS NOTICE

On October 23, 2023, the Court conditionally certified the Settlement Classes, which are defined as “all members of the APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, and Sufficient Funds Fee Class.” (SA ¶ 61.) These four classes, in turn, are defined as follows:

- APPSN Fee Class: All Dollar Bank business Accountholders who were charged APPSN Fees that Dollar Bank did not refund on signature point of sale Debit Card Transactions, where there was a sufficient available balance at the time the transaction was authorized but an insufficient available balance at the time the transaction was presented to Dollar Bank for payment and posted to an Account based on Dollar Bank's records from December 1, 2017, through February 14, 2023. (SA ¶ 20.)
- False Negative Balance Deduction Fee Class: All Dollar Bank Accountholders who were charged an NSF Fee or OD Fee that Dollar Bank did not refund on a transaction as a result of Dollar Bank having deducted the dollar amount of a prior returned insufficient funds transaction, temporarily reducing the Account balance such that Dollar Bank deemed the transaction to be posted against insufficient funds from December 1, 2017, through February 14, 2023. (SA ¶ 34.)
- Multiple Fee Class: All Dollar Bank Accountholders who were charged an NSF Fee or OD Fee that Dollar Bank did not refund on the same ACH transaction or check that was re-submitted for payment after being returned by Dollar Bank for insufficient funds from December 1, 2017, through February 14, 2023. (SA ¶ 41.)
- Sufficient Funds Fee Class: All Dollar Bank Accountholders who were charged an NSF Fee or OD Fee that Dollar Bank did not refund when the Account's ledger

balance was sufficient to pay the transaction December 1, 2017, through February 14, 2023. (SA ¶ 68.)

In its Order, the Court also preliminarily appointed Kitty Johnson, The Colombian Spot, LLC, Beverly Devore, and Jessica Weingartner as the Class Representatives of the Settlement Classes and preliminarily appointed Taras Kick of The Kick Law Firm, APC; Jonathan Streisfeld of Kopelowitz Ostrow P.A.; Sophia Gold of KalieGold PLLC; and David Berger of Gibbs Law Group LLP as Class Counsel. Order ¶¶ 5–6. The Court also named Simpluris, Inc. the Settlement Administrator and approved the proposed class notices and Notice Program. *Id.* at ¶¶ 7, 9–12.

Pursuant to the Court’s Preliminary Approval Order, on November 13, 2023, Counsel for Defendant provided Simpluris with the Class List in a data file containing 54,591 known Settlement Class Member names, mailing addresses, and email addresses. Lechner Decl. ¶ 4. Defendant subsequently supplemented its data production and Simpluris deduplicated the records to arrive at a final Class List containing 51,102 Settlement Class Member records. *Id.* ¶ 5. Using this data, Simpluris sent the Email Notice to the 40,576 potentially valid email addresses in the Class List between December 20, 2023 and December 22, 2023. *Id.* ¶ 7. The Email Notice sent to Class Members is attached as Exhibit A to the Lechner Declaration and is substantially identical to the Email Notice presented to this Court with Plaintiffs’ Motion for Preliminary Approval. *Id.* An additional 15,311 Postcard Notices were sent to Class Members between December 20, 2023 and January 17, 2024. *Id.* ¶ 8. To ensure the accuracy of Class Member mailing addresses, Simpluris checked the Class List addresses against the National Change of Address database and performed a skip trace for Postcard Notices that were returned as undeliverable. *Id.* ¶¶ 6, 9. The Postcard Notice is attached as Exhibit B to the Lechner Declaration. *See* Lechner Decl. ¶ 13. As of February 29, 2024, Simpluris successfully delivered either an Email Notice or Postcard Notice to 50,733 of the 51,102 total Settlement Class Members, representing 99.28% of the Settlement

Class. *Id.* ¶ 10.

Also pursuant to the Court’s Preliminary Approval Order, Simpluris established a dedicated settlement website (“Website”), which became operational on December 20, 2023. Lechner Decl. ¶ 12. As of February 28, 2024, the website has been visited by 9,918 unique visitors with 13,093 page views. *Id.* The Website contains information about the proposed Settlement, important dates and deadlines, and Settlement-related documents, including the Preliminary Approval Order; Plaintiff’s Motion for Preliminary Approval of Class Action Settlement; the Settlement Agreement and Release; Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards and Plaintiffs’ Brief in Support; and downloadable versions of the Notice of Class Action Settlement in English and Spanish. *Id.* ¶ 11. In addition to the website, since December 20, 2023, Simpluris has maintained a toll-free support line providing 24-hour service to provide information to Settlement Class Members. Lechner Decl. ¶ 13.

The Opt-Out and Objection Deadline was February 20, 2024. Simpluris confirms that as of March 1, 2024, it has received no requests for exclusion from the Settlement, and no objections. Lechner Decl. ¶¶ 15, 17.

V ARGUMENT

A. Final Approval Should Be Granted.

Pennsylvania Rule of Civil Procedure 1714 requires judicial approval after a hearing for the compromise of claims brought on a class basis.⁴ In evaluating whether to approve a proposed class action settlement, courts are mindful of the public policy principle that “settlements are favored in class action lawsuits.” *Dauphin Deposit Bank & Trust Co. v. Hess*, 727 A.2d 1076,

⁴ Pennsylvania courts regularly cite to federal case law in determining whether to approve a class action settlement. *See, e.g., Buchanan v. Century Fed. Sav. & Loan Ass’n*, 393 A.2d 704, 709 n.13 (Pa. Super. Ct. 1978). Plaintiffs likewise cite federal precedent in this Motion.

1080 (Pa. 1999). Class settlements conserve “substantial judicial resources . . . by avoiding formal litigation.” *Krangel v. Golden Rule Res., Inc.*, 194 F.R.D. 501, 504 (E.D. Pa. 2000) (*quoting In re Gen. Motors Corp. Pick-up Truck Fuel Tank Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)). And “because of the uncertainties of outcome, difficulties of proof, and length of litigation, class action suits lend themselves readily to compromise.” *Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C. 4th 502, 514 (Pa. County Ct. 2002) (*quoting* Herbert B. Newberg and Alba Conte, *Newberg on Class Actions* § 11.41 (3d ed. 1992)).

The Pennsylvania Supreme Court has held that the following seven factors should be considered when evaluating whether to grant final approval of a proposed class action settlement:

(1) the risks of establishing liability and damages, (2) the range of reasonableness of the settlement in light of the best possible recovery, (3) the range of reasonableness of the settlement in light of all the attendant risks of litigation, (4) the complexity, expense and likely duration of the litigation, (5) the stage of the proceedings and the amount of discovery completed, (6) the recommendations of competent counsel, and (7) the reaction of the class to the settlement.

Buchanan v. Century Fed. Sav. & Loan Ass’n, 259 Pa. Super. 37, 46, 393 A.2d 704, 709 (1978).

“In considering these factors, there is no exact calculus or formula for the court to use: ‘[i]n effect the court should conclude that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights.’” *Milkman*, 61 Pa. D. & C. 4th at 532 (*quoting Buchanan*, 393 A.2d at 709). Each of these factors weigh in favor of final approval of the Settlement.

1. The Settlement Is the Product of Informed Negotiations Conducted in Good Faith and at Arm’s Length.

As detailed above, the strength of Plaintiffs’ claims were tested via Defendant’s Preliminary Objections in the state court Actions and via Defendant’s Motion to Dismiss in the federal court Action before consolidation. The Parties engaged in discovery, including expert analysis of class-wide transaction data, that enabled the Parties to precisely calculate Defendant’s damages exposure under the now consolidated Actions’ four liability theories. Kick Decl. ¶¶ 6-7.

This damages analysis enabled the Parties to conduct well-informed settlement negotiations. *See Klingensmith v. Max & Erma's Rests., Inc.*, No. 07-0318, 2007 WL 3118505, at *4 (W.D. Pa. Oct. 23, 2007) (agreeing with plaintiff's statement "that time after sufficient discovery to put parties on firm notice of strengths and weaknesses of case, but before bulk of litigation discovery has been taken, is particularly appropriate to settlement"). In negotiating this Settlement, Class Counsel also had the benefit of years of experience in litigating similar bank fee cases. Kick Decl. ¶ 3; *see also* Ex. 3, Kaliel Gold Firm Resume; Ex. 4, Kopelowitz Ostrow Firm Resume; Ex. 5, Gibbs Law Group Firm Resume. As such, Class Counsel was well situated to understand the strengths and weaknesses of the case, as well as any potential affirmative defenses.

Additionally, the Parties participated in a full day mediation before an experienced and respected mediator, the Honorable Gerald E. Rosen (Ret.), a former Chief Judge of the U.S. District Court for the Eastern District of Michigan who has mediated other class actions involving alleged improper bank fees. Kick Decl. ¶ 8. Only after a full day of arm's length negotiations did the Parties reach an agreement to settle the Actions. *Id.*

These facts demonstrate the Settlement is the result of intensive, arm's length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues of the Actions. Courts properly consider the "tangible benefits derived from reaching a settlement through mediation" in determining whether to approve a settlement. *Treasurer of State v. Ballard Spahr Andrews & Ingersoll LLP*, 866 A.2d 479, 487 (Pa. Commw. Ct. 2005) (finding lower court's disapproval of a settlement to be an abuse of discretion because "the parties' submissions and the history of the pre-mediation investigations and of the protracted mediation process serve to demonstrate that relevant considerations as to various litigation options had been fully investigated and evaluated by competent counsel"). Because "the settlement was arrived at

by experienced, competent counsel after arm's length negotiations" and is not the product of collusion, it should be finally approved. *Id.* at 486.

2. The Risks of Establishing Liability and Damages Favor Settlement, and the Settlement Is Within the Range of Reasonableness in Light of All the Attendant Risks of Litigation.

Although Plaintiffs and Class Counsel are confident in the strength of their case, continued litigation nevertheless poses serious risks, including that a trier of fact might determine that the language in the operative contracts allowed Dollar Bank to charge the challenged fees. Kick Decl. ¶ 12. Although Plaintiffs prevailed on the breach of contract cause of action at the Preliminary Objections and Motion to Dismiss stage, there remains risk that at Summary Judgment or at trial, a trier of fact might conclude otherwise. *Id.* Further, the Court has not yet granted class certification. Although Plaintiffs believe this is a strong case for class certification, this nonetheless presents another risk to recovery. *Id.* If the matter then went all the way to trial, this would mean more risk and more costs. Further, whichever party did not prevail at trial likely would appeal, causing yet more costs and delay to be incurred before class members received their money, even if Plaintiffs prevailed at trial and on appeal. *Id.* Under the circumstances, Plaintiffs and Class Counsel appropriately determined the certainty provided by the Settlement outweighs the risks of continued litigation. *Id.*

The Settlement should accordingly be finally approved because it provides substantial relief to Settlement Class Members without further delay and without exposing Settlement Class Members to the risks associated with continued litigation. As discussed in the following section, the Settlement also is well within the range of reasonableness in light of all the attendant risks of litigation. *Ashley v. Atl. Richfield Co.*, 794 F.2d 128, 134 n.9 (3d Cir. Pa. 1986) ("Physical, psychological and monetary benefits inure to both sides of a settlement agreement. Indeed, the avoidance of litigation expense and delay is precisely what settlement contemplates").

3. The Settlement Is Within the Range of Reasonableness in Light of the Best Possible Recovery.

The Value of the Settlement represents an excellent result for class members. Using class transaction-level data, Defendant's exposure under the four liability theories in this case was calculated. Olsen Decl. ¶¶ 9-16; Kick Decl. ¶ 6. Class Counsel, with the assistance of Plaintiffs' database expert Mr. Olsen, reviewed Defendant's expert analysis and concluded that Defendant's maximum possible exposure amounted to \$14,277,118. Olsen Decl. ¶¶ 9-16; Kick Decl. ¶ 7. Considering the cash value of the Settlement Fund alone, \$6,739,356, Plaintiffs will have recovered approximately 47% of potential damages for Settlement Class Members. (SA ¶ 65.) However, the total Value of the Settlement also includes forgiveness of Uncollected Relevant Fees in the amount of \$271,488, for a total of \$7,010,844, representing a recovery of approximately 50%. (SA ¶ 74).

Further, this Settlement also compares favorably to many court-approved recoveries in bank fee class actions nationwide. *See, e.g., Bodnar v. Bank of Am., N.A.*, No. 14-3224, 2016 U.S. Dist. LEXIS 121506, at *12 (E.D. Pa. Aug. 4, 2016) (cash fund of between 13 and 48 percent of the maximum amount of damages they may have been able to secure at trial, and describing such a result as a "significant achievement" and outstanding"); *Hawthorne v. Umpqua Bank*, No. 11-cv-06700-JST, 2015 U.S. Dist. LEXIS 56370, at *9 (N.D. Cal. Apr. 28, 2015) (approving settlement that was approximately 38% of damages); *In re Checking Account Overdraft Litig.*, No. 1:09-MD-02036-JLK, 2013 U.S. Dist. LEXIS 190562, at *3-4 (S.D. Fla. Aug. 2, 2013) (approving \$4,000,000 settlement that was 25% of the most probable recoverable damages); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 583 (N.D. Ill. 2011) (settlement representing 10% of potential recovery).

Although this proposed settlement represents an excellent percentage of the estimated

recovery that could be awarded at trial, courts have determined that settlements are, of course, reasonable even where Plaintiffs recover a far lesser portion of their actual losses. *See, e.g., Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff'd* 899 F.2d 21 (11th Cir. 1990) (“[T]he fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.”). Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even—a thousandth of a single percent of the potential recovery.” *Id.* (citing cases); *see also In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (one-sixth of potential recovery fair under circumstances). A “proposed settlement is not to be [strictly] judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.” *Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). This is because, “[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery will not per se render the settlement inadequate or unfair.” *Id.* at 628.

4. The Complexity, Expense, and Likely Duration of the Litigation Favor Settlement.

Where, as here, Plaintiffs and Dollar Bank have reached a settlement regarding “a vigorously disputed matter, the Court need not inquire as to whether the best possible recovery has been achieved but whether, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the settlement is reasonable.” *Wilson v. State Farm Mut. Auto. Ins. Co.*, 517 A.2d 944, 948 (Pa. 1986) (internal quotation omitted); *see also Gregg v. Independence Blue Cross*, No. 03482 DEC.TERM 2000, 2004 WL 869063, at *40 (Pa. C.P. April 22, 2004) (holding that “[t]he complex nature, the high expense and the likelihood of years’ passing without final resolution weigh in favor of settlement”).

These factors further support Final Approval. Establishing liability and damages at trial

would require expert testimony, and the Actions involve four theories of liability, including the particularly novel False NSF Balance Deduction theory, which has not yet been tested in other courts. Kick Decl. ¶ 12. The other three theories have been successful at the pleading and summary judgment stages in other courts, but yet to be tried to a judgment. *Id.* In addition, Defendant has presented, and would continue to present, defenses it believes could bar recovery, thereby increasing Plaintiffs' expenses. *Id.* Finally, if the Court does not approve the Settlement, this litigation likely will take several more years before there is a final resolution. *Id.* Thus, the proposed Settlement is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner. *Id.*

5. The Stage of the Proceedings and the Amount of Discovery Completed Favor Settlement.

The Parties have conducted all of the discovery necessary to understand and value this case. It is “particularly appropriate to settle[]” where there has been “sufficient discovery to put parties on firm notice of strengths and weaknesses of case,” even though the “bulk of litigation discovery has [not yet] been taken.” *See Klingensmith*, 2007 WL 3118505, at *4. As discussed above, all three Actions proceeded past the pleading stage. The Parties then engaged in cooperative and coordinated discovery and pre-mediation negotiations. Kick Decl. ¶ 6. Defendant retained a well-regarded expert, Ankura, to analyze the voluminous class transaction data at issue in these Actions and calculate the damages for the Sufficient Funds, APPSN, Multiple Fees, and False Negative Balance Deduction theories, and Plaintiffs retained database expert Arthur Olsen. *Id.* Plaintiffs calculated Dollar Bank's net exposure under the liability theories in the Actions. *Id.*; *see also* Olsen Dec. ¶¶ 9-16.

6. The Recommendations of Competent Counsel Favor Settlement.

“The court must [] consider the recommendations of competent counsel in evaluating the

reasonableness of the settlement, and those recommendations are given substantial weight.” *Gregg*, 2004 WL 869063, at *41 (citing *Milkman*, 61 Pa. D. & C. 4th at 545); *Reed v. General Motors Corp.*, 703 F.2d 170, 175 (5th Cir. 1983) (“[T]he value of the assessment of able counsel negotiating at arm’s length cannot be gainsaid. Lawyers know their strengths and they know where the bones are buried.”). The particular weight attributed to the counsel’s recommendation depends on factors such as competence, the length of involvement in the case, experience in the particular type of litigation, and amount of discovery completed. *Austin v. Pa. Dep’t of Corrs.*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995). “Usually, however, an evaluation of all the criteria leads courts to conclude that the recommendation of counsel is entitled to great weight following ‘arm’s length negotiations’ by counsel who have ‘the experience and ability . . . necessary [for] effective representation of the class’s interests.’” *Id.* (citation omitted).

Class Counsel think that this Settlement is fair and reasonable and support it. Kick Decl. ¶ 8; Declaration of Jonathan M. Streisfeld In Support Of Unopposed Motion For Attorneys’ Fees, Costs, And Service Awards, ¶ 5; Declaration of Kenneth J. Grunfeld In Support Of Unopposed Motion For Attorneys’ Fees, Costs, And Service Awards, ¶ 9; Declaration of David M. Berger In Support Of Unopposed Motion For Attorneys’ Fees, Costs, And Service Awards, ¶ 6. Class Counsel are competent and experienced in class action litigation, particularly in similar bank fee cases. (See Exhibits 2, 3, 4, and 5, Class Counsels’ Firm Resumes.) Class Counsel’s assessment in this regard is entitled to considerable deference. See *Callahan v. Commonwealth Land Title Ins. Co.*, Nos. 88–7656, 88–8319, 1990 WL 168273, at *16 (E.D. Pa. Oct. 29, 1990) (“a court should refrain from merely substituting its own judgment of the merits of a settlement for that of counsel intimately associated with the litigation and consequently far more able to weigh its relative strengths and weaknesses”); *Daniel B. v. O’Bannon*, 633 F. Supp. 919, 926 (E.D. Pa. 1986) (“the

professional judgment of counsel involved in the litigation is entitled to significant weight”).

7. The Positive Reaction of the Class to the Settlement Favors Approval.

The class’s reaction to the settlement “is perhaps the most significant factor to be weighed in considering its adequacy.” *Milkman*, 61 Pa. D. & C.4th at 547 (quoting *In re Microstrategy Inc. Sec. Litig.*, 150 F. Supp.2d 896, 905 (E.D. Va. 2001)). The absence of significant objections to a proposed settlement is strong evidence that the settlement is fair, reasonable, and adequate. *See In re Cendant Corp. Litig.*, 264 F.3d 201, 235 (3d Cir. 2001) (“The vast disparity between the number of potential class members who received notice of the Settlement and the number of objectors creates a strong presumption that this factor weighs in favor of the Settlement”).

Here, the Email Notice and Postcard Notice directly notified Class Members of this litigation and their rights to either to opt out or object to the Settlement. Lechner Decl. ¶¶ 7, 8. As of March 1, 2024, there have been no requests for exclusion from the Settlement and no objections. Lechner Decl. ¶¶ 15, 17. The complete absence of any opt-outs or objections is strong evidence of the Classes’ satisfaction with the Settlement, thus favoring its final approval.

B. The Proposed Settlement Class Should Be Certified.

To grant Final Approval of the Settlement, the Court also must determine the proposed Settlement Classes are appropriate for certification, applying the prerequisites for class certification under Pa. R. Civ. P. 1702: (1) the Settlement Classes are so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the Settlement Classes; (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Classes class; (4) the representative parties, the Class Representatives and Class Counsel, will fairly and adequately assert and protect the interests of the Settlement Classes under the criteria set forth in Pa. R. Civ. P. 1709; and (5) a class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in Pa. R. Civ. P. 1708. The Court’s conclusions that these factors supported Preliminary Approval apply equally to Final

Approval. The lack of even a single objection to the Settlement indicates the Settlement Classes agree. Lechner Decl. ¶ 17. Thus, the Court should grant final certification to the Settlement Classes.

1. The Requirement of Numerosity Is Satisfied.

“To satisfy this criterion, the class must be both numerous and identifiable, and ‘whether the class is sufficiently numerous is not dependent upon any arbitrary limit, but upon the facts of each case.’” *Dunn v. Allegheny Cnty. Prop. Assessment Appeals & Review*, 794 A.2d 416, 423 (Pa. Commw. Ct. 2002) (*quoting Cook v. Highland Water & Sewer Auth.*, 530 A.2d 499, 503 (Pa. Commw. Ct. 1987)). And while there is no “arbitrary limit,” “[i]t has been suggested that forty or fifty is normally the number of class members required to satisfy the numerosity requirement.” *Freeport Area Sch. Dist. v. Commonwealth, Human Relations Comm’n*, 335 A.2d 873, 879 n.6 (Pa. Commw. Ct. 1975) (*citing Delle Donne and VanHom, Pennsylvania Class Actions: The Future in Light of Recent Restrictions on Federal Access?*, 78 Dick. L. Rev. 460, 501 (1974)).

Here, numerosity is satisfied because the Settlement Classes consist of 51,102 Dollar Bank accountholders and joinder of all such persons is impracticable. Lechner Decl. ¶ 5. Members of the Settlement Classes are identifiable because the accountholders assessed Relevant Fees have been identified from Dollar Bank’s records identifying those who would recover under the Settlement. (SA ¶ 77.) Dollar Bank provided this data to the Settlement Administrator, and the Administrator disseminated the Notice to Class Members. Lechner Decl. ¶¶ 4–10.

2. The Requirement of Commonality Is Satisfied.

The commonality requirement compels Plaintiffs to demonstrate that the Settlement Class members “have suffered the same injury” and their claims “depend upon a common contention . . . of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one

stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (citation omitted). Under Pennsylvania law, “questions of law or fact common to the class generally exist if the members’ grievances arise out of the ‘same practice or course of conduct on the part of the class opponent.’” *Schall v. Windermere Court Apts.*, 27 Pa. D. & C.5th 471, 480 (Pa. C.P. 2013) (quoting *Liss & Marion, P.C. v. Recordex Acquisition Corp.*, 983 A.2d 652, 664 (Pa. 2009)). Essentially, commonality will be found if “proof on these issues as to one is proof as to all.” *Id.* at 482 (citing *Liss*, 983 A.2d at 663).

Here, not only are there common questions of law or fact, but the common questions predominate over any individual ones. The liability theories underlying the class claims involve uniform OD Fee and NSF Fee practices and uniform contractual terms, meaning that proof of one class member’s breach of contract claim depends on the same questions of law and fact as proof of the Settlement Class’s identical claims.

3. The Requirement of Typicality Is Satisfied.

For similar reasons, Plaintiffs’ claims are reasonably coextensive with those of the absent Settlement Class members, satisfying the typicality requirement. *In re Sheriff’s Excess Proceeds Litig.*, 98 A.3d 706, 733 (Pa. Commw. Ct. 2014) (“Typicality exists if the class representative’s claims arise out of the same course of conduct and involve the same legal theories as those of other members of the putative class.” (quoting *Samuel-Bassett v. Kia Motors Am., Inc.*, 34 A.3d 1, 31 (Pa. 2011))). This requirement “ensures that the legal theories of the representative and the class do not conflict, and that the interests of the absentee class members will be fairly represented.” *In re Sheriff’s Excess Proceeds Litig.*, 98 A.3d at 733 (quoting *Samuel-Bassett*, 34 A.3d at 31). But “typicality does not require that the claims of the representative and the class be identical, and the requirement may be met despite the existence of factual distinctions between the claims of the

named plaintiff and the claims of the proposed class.” *Id.*

Here, Plaintiffs are typical of the Settlement Class members in that each Plaintiff was assessed at least one Relevant Fee that is actionable under the Sufficient Funds, APPSN, Multiple Fees, or False NSF Balance Deduction theories. Moreover, the benefits available to Plaintiffs and Settlement Class Members will be calculated using the same formula under the Settlement Agreement. Therefore, Plaintiffs’ legal theories do not conflict with those of absent Settlement Class members, and Plaintiffs will represent the interests of absent Settlement Class members fairly because such interests parallel their own.

4. The Requirement of Adequate Representation Is Satisfied.

Plaintiffs and Class Counsel have and will continue to satisfy their obligation to fairly and adequately assert and protect the interests of the Settlement Classes under Rules 1702(4) and 1709.

For this determination, the court considers:

- (1) whether the attorney for the representative parties will adequately represent the interests of the class,
- (2) whether the representative parties have a conflict of interest in the maintenance of the class action, and
- (3) whether the representative parties have or can acquire adequate financial resources to assure that the interests of the class will not be harmed.

Pa. R. Civ. Pro. 1709.

“With regard to the first factor, generally, ‘until the contrary is demonstrated, courts will assume that members of the bar are skilled in their profession.’” *Dunn*, 794 A.2d at 425 (quoting *Janicik v. Prudential Ins. Co.*, 451 A.2d 451, 458 (Pa. Super. Ct. 1982)). Plaintiffs are represented by qualified and competent counsel who have extensive experience and expertise prosecuting complex class actions, including actions substantially similar to the instant case. Kick Decl. ¶ 3, Exhibits 2, 3, 4, and 5. Therefore, the first factor is satisfied.

As with Rule 1709(1), “courts have generally presumed that there is no conflict of interest

on the part of the representative parties unless the contrary is established and ‘have relied upon the adversary system and the court’s supervisory powers to expose and mitigate any conflict.’” *Dunn*, 794 A.2d at 425-26 (*quoting Janicik*, 451 A.2d at 459). Plaintiffs’ interests are coextensive with and not antagonistic to the interests of the Settlement Classes because their claims are virtually identical to those of the absent class members and the Settlement provides for the calculation of each member’s number and amount of Relevant Fees using the same formula and provides eligible Class Members with a *pro rata* distributions. Declaration of Karen Perdomo ¶ 2 (attached hereto as Exhibit D); Declaration of Kitty Johnson ¶ 2 (attached hereto as Exhibit E) ; Declaration of Beverly Devore ¶ 2 (attached hereto as Exhibit F); Declaration of Jessica Weingartner ¶ 2 (attached hereto as Exhibit G); Kick Decl. ¶ 9 (Ex. A). Therefore, the second factor is satisfied.

Finally, “[i]f the attorney for the class representatives is ethically advancing costs to representatives of a generally impecunious class, the adequate financing requirement will ordinarily be met.” *Haft v. U.S. Steel Corp.*, 451 A.2d 445, 448 (Pa. Super. Ct. 1982). In addition, “courts have accepted affidavits of counsel that they will advance the necessary costs as sufficient evidence to support a finding that adequate financial resources exist and also have accepted the lack of a challenge to the ability to finance the litigation as sufficient to establish adequate financial resources.” *Muscarella v. Commonwealth*, 39 A.3d 459, 471 (Pa. Commw. Ct. 2012). Here, Class Counsel have advanced all costs in the Actions to date, and Plaintiffs have not paid anything for their representation. Kick Decl. ¶ 4. As such, the third factor is met.

Because all of the requirements of Rule 1709 are met, it is clear that Plaintiffs and Class Counsel will fairly and adequately assert and protect the interests of the Settlement Classes.

5. The Proposed Settlement Class Also Satisfies Rule 1708

Under Pa. R. Civ. P. 1702(5) and 1708 (which is similar to Federal Rule of Civil Procedure 23(b)), certification is appropriate if a class action is a fair and efficient method of adjudicating

the controversy.⁵ In making this determination where monetary recovery alone is sought, the court considers:

- (1) whether common questions of law or fact predominate over any question affecting only individual members;
- (2) the size of the class and the difficulties likely to be encountered in the management of the action as a class action;
- (3) whether the prosecution of separate actions by or against individual members of the class would create a risk of
 - (i) inconsistent or varying adjudications with respect to individual members of the class which would confront the party opposing the class with incompatible standards of conduct;
 - (ii) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests;
- (4) the extent and nature of any litigation already commenced by or against members of the class involving any of the same issues;
- (5) whether the particular forum is appropriate for the litigation of the claims of the entire class;
- (6) whether in view of the complexities of the issues or the expenses of litigation the separate claims of individual class members are insufficient in amount to support separate actions;
- (7) whether it is likely that the amount which may be recovered by individual class members will be so small in relation to the expense and effort of administering the action as not to justify a class action.

Pa Civ. R. Pro. 1708.

Under Rule 1708(a)(1), “[t]he analysis of predominance . . . is closely related to that of commonality under Rule 1702(2).” *Lewis v. Bayer AG*, 66 Pa. D. & C. 4th 470, 515 (Pa. County Ct. 2004) (citing *Janicik*, 451 A.2d at 461). Thus, the Court may adopt and incorporate its analysis of commonality and conclude the predominance requirement is satisfied. *See id.*

Here, each Settlement Class Member’s relationship with Dollar Bank arises from contracts

⁵ “Unlike in federal class action litigation, class actions brought under the Pennsylvania rules need not be ‘superior’ to alternative methods.” *Janicik*, 451 A.2d at 461.

that are the same or substantially similar in all relevant respects to the Plaintiffs' contracts. Kick Decl. ¶ 9. Additionally, each Settlement Class member was subjected to at least one of the four challenged fee assessment practices, and such practices were uniform across all Accountholders. Plaintiffs readily satisfy the predominance requirement because liability questions common to all Settlement Class members substantially outweigh any possible individualized issues, if any.

The factor regarding the size of the class and the difficulties in managing the class action is also met. In *Schall*, the court found that "[t]he class is not burdensomely large" because "its members are easily identifiable and to the extent that their damages claims are distinct, the court has at its disposal a variety of means to manage them." 27 Pa. D. & C. 5th 471 at ¶ 49. Similarly, the Settlement Class members here are identifiable through Dollar Bank's records, and have in fact been identified. Any difference in their damages will be accounted for by the equitable calculation method specified in the Settlement Agreement. Also, review of this factor is limited because when "[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (internal citation omitted). Thus, the size-and-manageability requirement is met.

The prosecution of separate actions by individual Settlement Class members would create a risk of inconsistent adjudications which would impair the protection of other members' interests. Also, the separate claims of individual Settlement Class members are insufficient in amount to support such separate actions. *See Board v. SEPTA*, 14 Pa. D. & C. 5th 301, 316 (Pa. C.P. 2010) ("In considering the separate effect of actions, the precedential effect of a decision is to be considered as well as the parties' circumstances and respective ability to pursue separate actions"). Here, it would be nearly impossible for the Settlement Class members to file their own actions – the time

and expense required to initiate and pursue such litigation would be enormous in comparison with the relatively small benefit to which each Settlement Class member is entitled, with expert testimony required in each case. And even if these thousands of suits were to be brought, there would be a “significant risk of inconsistent adjudications if tried separately,” (*see id.*), *i.e.* one claim might be dismissed in one court while a substantially similar claim might be upheld in another court. This would severely impair the rights of the non-litigating Settlement Class members. Therefore, “because of the straightforward nature of the issues and facts involved, as a single certified class one case will determine liability and one verdict will establish all obligations.” *Id.*

The Parties are not aware of any litigation already commenced by absent Settlement Class members challenging the same account fees. Moreover, venue in this Court is proper under the Pennsylvania Rules of Civil Procedure for litigation of the claims of the Settlement Classes. Therefore, these two factors are met.

Finally, the Value of the Settlement is \$7,010,084. The Settlement Class members are Current and Past Accountholders of Dollar Bank who have been identified and their *pro rata* share of the Settlement Fund, is based on the calculation method specified in the Settlement Agreement. Such amounts will not be dwarfed by the expense and effort of administering the action, as the costs of administration will amount to a maximum of \$74,933.00. Lechner Decl. ¶ 18; Pa. R. Civ. P. 1708(a)(7); *see also Haft*, 451 A.2d at 450 (holding that “the amounts which may be recovered by the individual class members will be large enough in relation to the expenses and effort of administering the action as to justify a class action” where “potential individual recoveries will be more than de minimis” and “[a]ll class members are present or former employees of appellee, and thus the costs of identifying and notifying them is unlikely to be unduly burdensome”). Therefore,

a class action is justified.

Because all Rule 1708 requirements are met, it is clear a class action is a fair and efficient method of adjudicating this controversy. For these reasons and the reasons listed above, the Court should certify the Settlement Classes.

C. Payment of the Requested Administration Costs Should Be Approved.

The Settlement Agreement provides that the costs of settlement administration shall be paid out of the Settlement Fund. (SA ¶ 73.) As previously reported to the Court in Plaintiffs' Motion for Preliminary Approval, Simpluris has agreed to cap its administration costs in this matter at \$109,981. Kick Decl. ¶ 11. As detailed in the concurrently filed Declaration of Amy Lechner, Simpluris has carried out the notice and administrative services as approved by the Court in its Preliminary Approval Order and will continue providing these services following Final Approval of the Settlement. Lechner Decl. ¶ 3–13. Simpluris' costs in this matter, including anticipated future costs, amount to \$74,933.00. *Id.* ¶ 18. Accordingly, the Court should approve payment of Simpluris' administration costs from the Settlement Fund in an amount not to exceed \$74,933.00.

VI CONCLUSION

Based on the foregoing, Plaintiffs respectfully request the Court (1) enter final approval of the Settlement; (2) certify for settlement purposes the proposed Settlement Classes; (3) reaffirm the appointment of Plaintiffs Beverly Devore, Kitty Johnson, The Columbian Spot, LLC, and Jessica Weingartner as the Class Representatives; (4) reaffirm the appointment of Taras Kick of The Kick Law Firm, APC; Jonathan Streisfeld of Kopelowitz Ostrow P.A.; Sophia Gold of KalieGold PLLC; and David Berger of Gibbs Law Group LLP as Class Counsel; and (5) approve payment of Simpluris' administration costs from the Settlement Fund.

A proposed Final Approval Order has been filed herewith.

Dated: March 6, 2024

Respectfully submitted,

ROBERT PEIRCE & ASSOCIATES, P.C.

By: /s/ D. Aaron Rihn

D. Aaron Rihn, Esquire

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EXHIBIT A

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA Civil Division

BEVERLY DEVORE, KITTY JOHNSON,
THE COLOMBIAN SPOT, LLC, and
JESSICA WEINGARTNER, on behalf of
themselves and all others similarly situated,

Nos.: GD 21-8946

Plaintiffs,

v.

DOLLAR BANK, FEDERAL SAVINGS
BANK,

Defendant.

DECLARATION OF TARAS KICK IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Taras Kick, declare as follows:

1. I am an attorney admitted to practice in this action *pro hac vice*, and a shareholder of The Kick Law Firm, APC ("TKLF"), attorneys for Plaintiffs and the class members. I submit this Declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement. I have personal knowledge of the following, except where stated upon information and belief, and if sworn as a witness, I could and would competently testify thereto.

2. I have been a member of the California State Bar since 1989, the year I graduated from the University of Pennsylvania Law School. Prior to that, in 1986, I graduated from Swarthmore College, from which I earned a Bachelor of Arts degree in Economics and Psychology. I have served as class counsel in numerous national and state class actions, including being appointed lead counsel and a member of plaintiffs' executive committees. For over five years I was a member of the national Board of Directors of Public Justice, including its Class Action Preservation Committee. I am or have been a member of numerous other committees pertaining to consumer class actions, including the American Association for Justice Class Action

Litigation Sub-Group; the Consumer Attorneys of California Class Action Group; the American Bar Association Committee on Class Actions & Derivative Suits; and the State Bar of California Antitrust and Unfair Competition Litigation section. From 2012 through September 2017, I was a Commissioner of the California Law Revision Commission, an independent state agency created by statute in 1953 to assist the Legislature and Governor by examining California law and recommending needed reforms, having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chair of the Commission from September 2015 through September 2016 (although my role in this case is independent of any aspect of my duties with the Commission and does not reflect one way or the other any positions of the Commission). The Kick Law Firm, APC primarily represents plaintiffs in class actions. A true and correct copy of The Kick Law Firm's resume is attached hereto as Exhibit 2. In addition, the firm resumes of the other attorneys representing Plaintiffs who are also applying as co-lead counsel in this action are attached hereto, respectively, as Exhibits 3, 4, and 5: KalieGold PLLC, Kopelowitz Ostrow Ferguson Weiselberg Gilbert, and Gibbs Law Group.

3. The class action cases in which this firm has been appointed either as lead counsel, or as co-lead counsel, include at least the following: *Galgano v. TD Bank, N.A.*, United States District Court for the District of New Jersey, Case No. 1:20-cv-5623-KMW-SAK (final approval granted in July 2023); *In Re Southern California Gas Leak Cases*, Judicial Council Coordinated Proceeding No. 4861 (co-lead counsel and member of the class action steering committee, final approval granted April 29, 2022); *Lloyd v. Navy Federal Credit Union*, United States District Court for the Southern District of California, Case No. 3:17-cv-01280 (co-lead counsel, final approval granted May 18, 2019); *Story v. SEFCU*, United States District Court for the Northern District of New York, Case No. 1:18-cv-00764 (co-lead counsel, final approval granted on February 25, 2021); *Smith v. Bank of Hawaii*, United States District Court for the District of Hawaii, Case No. 1:16-cv-00513 (co-lead counsel, final approval granted on December 22, 2020); *Walker v. People's United Bank*, United States District Court for the District of Connecticut, Case

No. 3:17-cv-00304 (co-lead counsel, final approval granted on June 29, 2020); *Metzke v. Thermo Fisher Scientific, Inc.*, San Francisco County Superior Court, Case No. CGC-19-581914 (lead counsel, final approval granted October 28, 2021); *Eaton v. Cavalia (USA) Inc., et al.*, San Francisco County Superior Court, Case No. CGC-19-579421, assigned to Richard B. Ulmer (lead counsel, final approval granted November 21, 2022); *Coleman-Weathersbee v. Michigan State University Federal Credit Union*, United States District Court for the Eastern District of Michigan, Case No. 2:19-cv-11674 (co-lead counsel, final approval granted on July 29, 2020); *Salls v. Digital Federal Credit Union*, United States District Court for the District of Massachusetts, Case. No. 18-cv-11262-TSH (co-lead counsel, final approval granted on December 19, 2019); *Pingston-Poling v. Advia Credit Union*, United States District Court for the Western District of Michigan, Case No. 1:15-CV-1208 (co-lead counsel, final approval granted in January 2020); *Ketner v. SECU Maryland*, Civil No.:1:15-CV-03594-CCB (D. MD. 2017) (an overdraft fee class action, final approval granted January 11, 2018); *Towner v. 1st MidAmerica Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (co-lead counsel, final approval granted in November 2017); *Lane v. Campus Federal Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (co-lead counsel, final approval granted in August 2017); *Fry v. MidFlorida Credit Union*, United States District Court for the Middle District of Florida, Case No. 8:15-CV-2743 (co-lead counsel, final approval granted); *Ramirez v. Baxter Credit Union*, United States District Court for the Northern District of California, Case No. 16-cv-03765-SI (co-lead counsel, final approval granted); *Lynch v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-00008551 (co-lead counsel, final approval granted); *Gunter v. United Federal Credit Union*, United States District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (co-lead counsel, final approval granted); *Hernandez v. Point Loma Credit Union*, San Diego County Superior Court,

Case No. 37-2013-00053519 (co-lead counsel, final approval granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County Superior Court, Case No. BC625500 (co-lead counsel, final approval granted); *Morales v. Kern Schools Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (co-lead counsel, final approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior Court, Case No. 34-2013-00142667 (co-lead counsel, final approval granted); *Casey v. Orange County Credit Union*, Orange County Superior Court No. 30-2013-00658493-CJ-BT-CXC (co-lead counsel, final approval granted); *Sewell v. Wescom Credit Union*, Los Angeles County Superior Court No. BC5860 (co-lead counsel, final approval granted); *Fernandez v. Altura Credit Union*, Riverside County Superior Court, Case No. RIC1610873 (co-lead counsel, final approval granted); *Hernandez v. Logix Federal Credit Union*, Los Angeles County Superior Court, Case No. BC628495 (co-lead counsel, final approval granted); *Bowens v. Mazuma Federal Credit Union*, United States District Court for the Western District of Missouri, Case No. 15-00758-CV-W-BP (co-lead counsel, final approval granted); *Santiago v. Meriwest Credit Union*, Sacramento County Superior Court, Case No. 34-2015-00183730 (co-lead counsel, final approval granted); *Howard v. Sage Software*, Los Angeles County Superior Court Case No. BC487140 (lead counsel, final approval granted); *Kirtley v. Wadekar*, United States District Court for the District of New Jersey, Case No. 05-5383 (lead counsel, final approval granted); *Pereyra v. Mike Campbell & Associates*, Los Angeles County Superior Court Case No. BC365631 (lead counsel, final approval granted); *Alston v. Pacific Bell*, Los Angeles County Superior Court Case No. BC297863 (lead counsel, final approval granted); *Oshaben v. Monster Worldwide, Inc., et al.*, San Francisco County Superior Court Case No. CGC-06-454538 (lead counsel, final approval granted); *Cole v. T-Mobile USA, et al.*, Central District of California Case No. 06-6649 (lead counsel, final approval granted).

4. The Kick Law Firm, APC undertook this case on a contingent basis, with the understanding that we would not be compensated for our efforts unless the case was successful. To date, TKLF has not been paid for any of its time spent on this matter. The time spent on this matter by the firm's attorneys has required considerable work that could have, and would have, been spent on other billable matters. As a result of having accepted and been devoted to this case, it is my informed belief this law firm wound up not representing parties in cases it otherwise would have, and which in my opinion likely would have compensated this firm at its hourly rates requested in this matter.

5. TKLF worked cooperatively, efficiently and effectively with co-lead counsel on this matter. In my opinion, the firms made reasonable efforts to prevent the duplication of work or inefficiencies, and I believe were successful. Assignments were made for specific tasks and activities so that it was clear which firm had primary responsibility for each task.

6. Regarding the procedural history of these cases, after their respective courts overruled the Preliminary Objections or denied the Motion to Dismiss, the Parties to all three actions engaged in discovery and pre-mediation negotiations. Defendant retained a well-regarded expert, Ankura, to analyze the voluminous class transaction data at issue in these actions and calculate the damages for the Sufficient Funds, APPSN, Multiple Fees, and False Negative Balance Deduction theories. Plaintiffs, in turn, retained database expert Arthur Olsen to verify Ankura's analysis and perform confirmatory discovery. Arthur Olsen is considered by many to be the leading database expert on banks' and credit unions' overdraft fees in the country.

7. In preparation for mediation, Dollar Bank provided Plaintiffs with its expert damages analysis, which Mr. Olsen reviewed. On the basis of this damages analysis, Mr. Olsen's review, and Class Counsel's own analysis, Plaintiffs calculated Dollar Bank's maximum net exposure under the liability theories in the Actions. Following mediation, using supplemental damages numbers provided by Defendant, Plaintiffs calculated Defendant's total possible exposure under the four liabilities theories as follows:

Liability Theory	Defendant's Exposure (Fees Less Refunds)
Multiple Fees (Pre-9/1/2022)	\$2,382,883

Sufficient Funds (Pre-9/1/2022)	\$8,853,414
APPSN (Pre-9/1/2022)	\$1,636,307
False NSF Balance Deduction (Pre-9/1/2022)	\$365,158
All Theories (9/1/2022 to 2/14/2023)	\$1,039,356
Total	\$14,277,118

8. On February 28, 2023, the Parties to all three Actions participated in a full day mediation with the Honorable Gerald E. Rosen (Ret.), a former Chief Judge of the U.S. District Court for the Eastern District of Michigan. Settlement negotiations at all times were at arm's length, adversarial, and devoid of any collusion. At this mediation, the Parties reached an agreement in principle to settle the three Actions against Dollar Bank through the acceptance of a mediator's proposal made by Judge Rosen. In subsequent confirmatory discovery, Dollar Bank produced a supplemental damages analysis. I believe the proposed settlement is fair and reasonable, and I support it. Exhibit 1 attached to this declaration is a true and correct copy of the fully executed Settlement Agreement.

9. The proposed class representatives The Colombian Spot, LLC and Kitty Johnson were accountholders of Defendant during the class period, entered into the identical form agreements as did other class members, and were assessed fees by the same automated software system. The interests of the named Plaintiffs are not antagonistic to those of the other class members, but are aligned. The Colombian Spot, LLC and Kitty Johnson have actively participated in this case, and understand that they are pursuing this case on behalf of all class members similarly situated and understand that they have a duty to protect the absent Class members. Further, they have been involved in the case, and helpful. This includes having provided their attorneys information about their fees, providing account statements, discussing their fees and experiences with them with their attorneys, and reviewing and approving the proposed Settlement Agreement. Furthermore, I am informed by my co-counsel Kaliel Gold and Gibbs Law Group that the same is true of the two proposed class representatives in their originally filed actions, Beverly Devore and Jessica Weingartner, that being that they were accountholders of Defendant during the class

period, entered into the identical form agreements as did other class members, and were assessed fees by the same automated software system, and that the interests of these named Plaintiffs also are not antagonistic to those of the other class members, but are aligned. At no time did Plaintiffs ever have a guarantee of any personal benefit as a result of this case. In addition, even if the success of the lawsuit could have been assumed, each of the Plaintiffs stood to recover only the amounts of their improperly assessed overdraft and NSF fees, which standing alone for many people is insufficient to incentive participation in class litigation for the benefit of thousands.

10. Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards is set for hearing on the same day as this motion, and there is an additional \$2,680.22 in costs incurred by Class Counsel since the filing of that motion, bringing the total costs expended regarding this litigation to date to \$34,624.93.

11. Administration services for this case were put out to bid to four well-regarded claims administrators: Epiq Class Action & Claims Solutions, Inc.; Kroll Settlement Administration LLC; Simpluris, Inc.; and KCC LLC, to provide the notice and administration services set forth in the Settlement Agreement. Simpluris provided the lowest bid, that being \$109,981, and Simpluris has agreed to cap administration costs at this amount and has been selected by the Parties as the administrator in this case. Simpluris' bid of \$109,981 assumed that the Settlement Fund would be distributed in two phases: First to all class members, followed by a second distribution to class members who cashed settlement checks. Simpluris also submitted a bid in the amount of \$74,933 that assumed only a single distribution would take place. Further, regarding the success of the notice program, I am informed by Simpluris, through the Declaration of Amy Lechner dated March 4, 2024, at Paragraph 10, that the notice program accomplished a deliverable rate of 99.28%. In my Declaration to this Court in support of Preliminary Approval, I had stated that such programs in my experience usually accomplish deliverable rates in excess of 90%, and this one has far exceeded that watermark.

12. I have been involved in this case personally since day one, and have investigated the facts and legal issues. Regarding possible risks in this case, they include that a trier of fact might determine that the language in the operative contracts allowed Dollar Bank to charge the

fees at issue in the manner in which it did. Although Plaintiffs prevailed on the breach of contract cause of action at the Preliminary Objections and Motion to Dismiss stage, there still remained risk that at Summary Judgment or at trial, a trier of fact might rule otherwise. Further, there has not yet been a grant of class certification in this case. Although Plaintiffs believe this case is strong for certification, this nonetheless presents another risk. If the matter went all the way to trial, whichever party did not prevail at trial would likely appeal, causing more delay and more costs before class members received their money, even if Plaintiffs prevailed at trial and on appeal. Such additional activity could result in hundreds of thousands of dollars in attorneys' fees. The risks and costs outlined in this paragraph are another reason why I am in support of the proposed settlement, and believe it to be in the best interest of class members.

13. This case presents at least the following complexities. Establishing liability and damages at trial would require expert testimony, and the Actions involve four theories of liability, including the False NSF Balance Deduction theory, which has not yet been tested in other courts. The other three theories have been successful at the pleading and summary judgment stages in other courts, but yet to be tried to a judgment. The presence of four liability theories addressing four different types of fees meant that the contractual analysis, legal argument, and damages analysis in this Action were complex. In addition, Defendant is represented by very high caliber attorneys, and they have presented, and would continue to present, defenses they believe could bar recovery, thereby increasing Plaintiffs' risk and expenses. Finally, if the Court does not approve the Settlement, this litigation likely will take several more years before there is a final resolution. Thus, in my opinion, the proposed Settlement is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner, and I support it.

14. Before *The Colombian Spot, LLC* action was filed, counsel for The Colombian Spot, LLC dedicated significant time and effort to an investigation of the facts and legal theories that would later support the Actions. This investigation included interviewing potential class

representatives and analyzing their monthly account statements; obtaining various historical account agreements for Dollar Bank, as well as current account documents; researching potential causes of action; and researching potentially applicable laws and regulations. Only after this investigation was completed did Class Counsel draft and file the initial Complaints in each matter. I am informed that KalieGold PLLC, and Gibbs Law Group LLP conducted substantially similar investigations before filing the *Devore* and *Weingartner* actions.

15. Regarding *The Colombian Spot Action*, after the filing of the complaint, Class Counsel conducted further investigation including interviews with other potential class representatives, as well as legal research, which allowed for the drafting of the Amended Complaint to add Plaintiff Kitty Johnson and several additional liability theories, including the novel False NSF Balance Deduction claim.

16. When Defendant attempted to terminate each of the Actions via Preliminary Objections and a Motion to Dismiss, Class Counsel conducted legal and factual research in support of their Opposition papers and drafted those documents. These efforts resulted in each court's denial of the Preliminary Objections and Motion to Dismiss as to Plaintiffs' most critical causes of action, allowing the core of the case to proceed. Plaintiffs then promulgated discovery requests targeted at understanding Defendant's fee practices throughout the class period; the motivations behind those fee practices; Defendant's understanding of key contractual terms; customers' understanding of key contractual terms; and classwide damages. At the same time, Class Counsel's collective wisdom was to make every reasonable effort to achieve a settlement taking into account the risks that they faced ahead, while winning as much value for the class as possible. With the risks of a motion for summary judgment, denial of class certification, or reversal from any favorable rulings, Class Counsel took the opportunity to engage in arm's-length settlement

negotiations with the assistance of a very experienced mediator, The Honorable Gerald Rosen (Ret.) of JAMS. Apart from conducting formal discovery as described above, including meet-and-confer efforts, Class Counsel also retained a database expert, Arthur Olsen. These efforts enabled a successful mediation in which both parties were able to evaluate their positions based on objective criteria.

17. Plaintiffs and Class Counsel worked extensively to negotiate the Settlement Agreement and prepare the Motion for Preliminary Approval, which the Court granted. Thereafter, Class Counsel spent considerable time working with the Settlement Administrator and Dollar Bank's counsel to implement the Notice Program. Class Counsel filed their Motion for Attorneys' Fees, Costs, and Service Awards with the Court on February 5, 2024. Class Counsel will also prepare for and attend the Final Approval Hearing. Finally, following Final Approval of the Settlement, Class Counsel will spend more time working with the Settlement Administrator to ensure the successful distribution of Settlement Class Member Payments. That process will no doubt require them to communicate with Settlement Class Members.

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

Executed this 6th day of March 2024, at Los Angeles, California.

/s/ Taras Kick
Taras Kick

EXHIBIT 1

Settlement Agreement and Release

Devore v. Dollar Bank

Court of Common Pleas of Allegheny County

Case No. GD-21-008946

Weingartner v. Dollar Bank

Court of Common Pleas of Allegheny County

Case No. GD-22-001488

The Colombian Spot, LLC , et al. v. Dollar Bank

United States District Court, Western District of Pennsylvania

Civil Action No. 2:21-cv-01171-CB

This Settlement Agreement and Release (“Settlement” or “Agreement”),¹ dated as of September 14, 2023, is entered into by Plaintiffs Kitty Johnson, The Colombian Spot, LLC, Beverly Devore, and Jessica Weingartner on behalf of themselves and on behalf of the Settlement Classes, and Defendant Dollar Bank, FSB. The Parties hereby agree to the following terms in full settlement of the actions entitled *The Colombian Spot, LLC, et al. v. Dollar Bank*, United States District Court, Western District of Pennsylvania, Civil Action No. 2:21-cv-01171-CB; *Devore v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-21-008946; and *Weingartner v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-22-001488, subject to Final Approval, as defined below, by the Court of Common Pleas of Allegheny County, Pennsylvania.

I. Recitals

Devore v. Dollar Bank

1. On August 2, 2021, Plaintiff Beverly Devore commenced the first state court Action against Dollar Bank on behalf of herself and a putative class of Pennsylvania residents, alleging that Dollar Bank improperly assessed OD Fees and NSF Fees on transactions that did not, in reality, overdraw the Account as there were sufficient funds to cover the transaction.

2. On October 15, 2021, Dollar Bank filed its Preliminary Objections to the *Devore* Complaint.

3. On August 15, 2022, following the completion of briefing on the Preliminary Objections, the *Devore* court issued an order overruling Dollar Bank’s Preliminary Objections.

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

The Colombian Spot, LLC, et al. v. Dollar Bank

4. On September 1, 2021, Plaintiffs The Colombian Spot, LLC commenced the federal court Action on behalf of itself and a putative nationwide class and alleged that Dollar Bank charged OD Fees on Debit Card Transactions that authorized against a positive balance but settled against a negative balance due to intervening charges, referred to in the Complaint as “Authorize Positive, Purportedly Settle Negative” or “APPSN” transactions. Plaintiffs alleged that this practice is inconsistent with the terms of Dollar Bank’s contractual agreements with its accountholders.

5. On November 29, 2021, Plaintiff The Colombian Spot, LLC filed the Amended Class Action Complaint, adding Plaintiff Kitty Johnson as a named plaintiff and alleging the following liability theories: (1) Dollar Bank improperly assessed OD Fees and NSF Fees on transactions that did not, in reality, overdraw the Accounts as there were sufficient funds to cover the transaction; (2) Dollar Bank improperly assessed multiple NSF Fees and OD Fees on the same electronic transactions or checks when reprocessed again and again after initially being returned for insufficient funds; and (3) Dollar Bank improperly assessed OD Fees on APPSN transactions; and (4) Dollar Bank falsely deemed transactions to have overdrawn the account and assessed an NSF Fee or OD Fee after it temporarily deducted the dollar amount of a prior returned insufficient funds transaction.

6. Dollar Bank filed a Motion to Dismiss on January 18, 2022. Plaintiffs filed a Response in Opposition on February 14, 2022. Dollar Bank filed a Reply to Response to Opposition on February 22, 2022.

7. On September 30, 2022, following the completion of briefing and the filing of multiple notices of supplemental authority and responses to those notices, the Court denied in part and granted in part Dollar Bank’s Motion to Dismiss.

Weingartner v. Dollar Bank

8. On February 6, 2022, Plaintiffs Jessica Weingartner filed the second state court Action against Dollar Bank on behalf of herself and a putative class of Pennsylvania residents, alleging that Dollar Bank improperly assessed multiple NSF Fees and OD Fees on the same electronic transactions or checks when reprocessed again and again after initially being returned for insufficient funds.

9. On April 7, 2022, Dollar Bank filed its Preliminary Objections to the *Weingartner* Complaint.

10. On August 30, 2022, following the completion of briefing, the *Weingartner* court issued an order overruling Dollar Bank's Preliminary Objections.

Discovery and Mediation

11. After their respective courts overruled the Preliminary Objections or denied the Motion to Dismiss, the Parties to all three actions engaged in cooperative and coordinated discovery and pre-mediation negotiations.

12. On February 28, 2023, the Parties to all three Actions participated in a mediation with the Honorable Gerald E. Rosen (Ret.). At this mediation, the Parties reached an agreement in principle to settle the three Actions against Dollar Bank and signed a binding Term Sheet.

13. The Parties now agree to settle the Actions in their entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties. In doing so, the Parties have agreed to consolidate the Actions in one court, the Court of Common Pleas of Allegheny County; for Plaintiffs to file an Amended Class Action Complaint in *Devore* to include all four theories of liability; and for Plaintiffs to then seek preliminary and final approval of the Settlement terms set forth herein in *Devore*. By stipulation of Dollar Bank, The Colombian Spot, LLC, and

Kitty Johnson, the *The Colombian Spot, LLC* action will be dismissed without prejudice after leave to file the consolidated amended Complaint in the Court of Common Pleas of Allegheny County is granted in *Devore*, which will include the claims asserting liability for APPSN Fees, Sufficient Funds Fees, Multiple Fees, or False Negative Balance Deduction Fees. Dollar Bank agrees to the tolling of any applicable statute of limitations based on when the earliest action asserting that theory was filed. Dollar Bank agrees not to remove the Amended Complaint to federal court.

14. Additionally, the Parties will cooperate to file a Consent Order to consolidate *Weingartner* with *Devore*, with the claim asserted in *Weingartner* to be included in the to be filed Amended Class Action Complaint. Thereafter all of the Actions will proceed together, including if the Settlement is terminated or does not receive Final Approval, as contemplated by this Agreement. Dollar Bank shall file an answer and affirmative defenses to the Amended Class Action Complaint in lieu of filing any preliminary objections to that pleading.

15. Dollar Bank has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the operative pleadings in the Actions, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Dollar Bank does not in any way acknowledge, admit to, or concede any of the allegations made in the operative pleadings, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted pertaining to APPSN Fees, Sufficient Funds Fees, Multiple Fees, or False Negative Balance Deduction Fees. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs

have entered into this Agreement individually and on behalf of those similarly situated to liquidate and recover on the claims asserted in the operative pleadings, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Dollar 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:

16. “Account” means any checking account maintained by Dollar Bank.

17. “Accountholder” means any person who has or had any interest, whether legal or equitable, in an Account during the Class Period.

18. “Actions” mean the following class action lawsuits: *Devore v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-21-008946; *The Colombian Spot, LLC, et al. v. Dollar Bank*, United States District Court, Western District of Pennsylvania, Civil Action No. 2:21-cv-01171-CB; and *Weingartner v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-22-001488.

19. “APPSN Fee” means an OD Fee that Dollar Bank charged and did not refund on a signature point of sale Debit Card Transaction, where there was a sufficient available balance at the time the transaction was authorized but an insufficient available balance at the time the transaction was presented to Dollar Bank for payment and posted to an Account during the Class Period.

20. “APPSN Fee Class” means all Dollar Bank business Accountholders who were charged APPSN Fees that Dollar Bank did not refund on signature point of sale Debit Card Transactions, where there was a sufficient available balance at the time the transaction was authorized but an insufficient available balance at the time the transaction was presented to Dollar Bank for payment and posted to an Account based on Dollar Bank’s records during the Class Period.

21. “APPSN Fee Net Settlement Fund” means the amount allocated from the Settlement Fund to the APPSN Fee Class minus proportional deductions for (a) the Court-approved attorneys’ fees and costs awarded to Class Counsel, (b) any Settlement Administration Costs, and (c) any Court-approved Service Awards to the Class Representatives.

22. “Class Counsel” means: Taras Kick of The Kick Law Firm, APC; Jonathan Streisfeld of Kopelowitz Ostrow P.A.; Sophia Gold of KalieGold PLLC; and David Berger of Gibbs Law Group LLP.

23. “Class Period” means December 1, 2017, through February 14, 2023.

24. “Class Representatives” mean Kitty Johnson, The Colombian Spot, LLC, Beverly Devore, and Jessica Weingartner.

25. “Court” means the Court of Common Pleas of Allegheny County, Pennsylvania.

26. “Current Accountholder” means a Settlement Class member who continues to have his or her Account as of the date of Preliminary Approval or the Effective Date as specified herein.

27. “Debit Card” means a card or similar device issued or provided by Dollar Bank, including a debit card, check card, or automated teller machine card that can or could be used to debit funds from an Account by point of sale transactions.

28. “Debit Card Transaction” means a point of sale transaction using a Debit Card.

29. “Defendant” or “Dollar Bank” means Dollar Bank, a Federal Savings Bank.

30. “Defendant’s Counsel” means Andrew Demko of Mayer Brown LLP.

31. “Effective Date” means 10 days after the entry of the Final Approval Order provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (a) 10 days after time period to appeal the Final Approval Order has expired without an appeal being filed; or (b) if appeals are taken from the Final Approval Order, 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.

32. “Email Notice” means a short form of notice that shall be sent by email to Current Accountholders, who have agreed to receive Account statements by email, in the form attached as *Exhibit 1*.

33. “False Negative Balance Deduction Fee” means an NSF Fee or OD Fee that Dollar Bank charged and did not refund on a transaction as a result of Dollar Bank having deducted the dollar amount of a prior returned insufficient funds transaction, temporarily reducing the Account balance such that Dollar Bank deemed the transaction to be posted against insufficient funds during the Class Period.

34. “False Negative Balance Deduction Fee Class” means all Dollar Bank Accountholders who were charged an NSF Fee or OD Fee that Dollar Bank did not refund on a transaction as a result of Dollar Bank having deducted the dollar amount of a prior returned insufficient funds transaction, temporarily reducing the Account balance such that Dollar Bank deemed the transaction to be posted against insufficient funds during the Class Period.

35. “False Negative Balance Deduction Fee Net Settlement Fund” means the amount

allocated from the Settlement Fund to the False Negative Balance Deduction Fee Class minus proportional deductions for (a) the Court-approved attorneys' fees and costs awarded to Class Counsel, (b) any Settlement Administration Costs, and (c) any Court-approved Service Awards to the Class Representatives.

36. "Final Approval" means the date that the Court enters the Final Approval Order.

37. "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 fees and costs awarded to Class Counsel and the amount of any Service Award to each of the Class Representatives.

38. "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 Service Award to each of the Class Representatives.

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

40. "Multiple Fee" means an NSF Fee or OD Fee that Dollar Bank charged and did not refund on ACH transactions that were labeled "Retry Pymt" or were from the same merchant for the same amount within 7 days of each other or check transaction that had the same check number and was for the same amount as another check transaction that had been previously returned during

the Class Period.

41. “Multiple Fee Class” means all Dollar Bank Accountholders that Dollar Bank charged and did not refund on ACH transactions that were labeled “Retry Pymt” or were from the same merchant for the same amount within 7 days of each other or check transaction that had the same check number and was for the same amount as another check transaction that had been previously returned during the Class Period.

42. “Multiple Fee Net Settlement Fund” means the amount allocated from the Settlement Fund to the Multiple Fee Class minus proportional deductions for (a) the Court-approved attorneys’ fees and costs awarded to Class Counsel, (b) any Settlement Administration Costs, and (c) any Court-approved Service Awards to the Class Representatives.

43. “Net Settlement Fund” means the Settlement Fund, minus Court-approved attorneys’ fees and costs, any Settlement Administration Costs, and any Court-approved Service Awards to Plaintiffs, allocated between the APPSN Fee Net Settlement Fund, False Negative Balance Fee Net Settlement Fund, Multiple Fee Net Settlement Fund, and Sufficient Funds Fee Net Settlement Fund.

44. “Notice” means the Email Notice, Postcard Notice, and Long Form Notice that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement.

45. “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, the Settlement Website, and the toll-free number that members of the Settlement Classes can call to get answers to frequently asked questions about the Settlement and to request a Long Form Notice.

46. “NSF Fee” means any fee assessed to an Accountholder for items that are not paid when the Account had insufficient funds.

47. “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.

48. “Overdraft Fee” or “OD Fee” means any fee assessed to an Accountholder for items paid when the Account had insufficient funds.

49. “Party” means each of the Plaintiffs and Defendant, and “Parties” means Plaintiffs and Defendant collectively.

50. “Past Accountholder” means a Settlement Class member who is not an Accountholder as of the date of Preliminary Approval or the Effective Date as specified herein.

51. “Plaintiffs” mean Kitty Johnson, The Colombian Spot, LLC, Beverly Devore, and Jessica Weingartner.

52. “Postcard Notice” shall mean the short form of notice that shall be sent by mail to Current Accountholders who have not agreed to receive notices by email, Past Accountholders, or Accountholders 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***.

53. “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.

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

55. “Releases” mean all the releases contained in Section XII hereof.

56. “Releasing Parties” mean Plaintiffs and all Settlement Class Members, and each of their 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 them or on their behalf.

57. “Relevant Fees” mean APPSN Fees, False Negative Balance Deduction Fees, Multiple Fees, and Sufficient Funds Fees.

58. “Service Award” means any Court ordered payment to Plaintiffs for serving as Class Representatives, which is in addition to any payment due Plaintiffs as a Settlement Class Member.

59. “Settlement Administrator” means the entity to administer notice and distribution of checks, as well as the other functions set forth in this Settlement Agreement. The Settlement Administrator was chosen by Class Counsel with input from Defendant’s Counsel. 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 granted Preliminary Approval or Final Approval. In the absence of agreement, either 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.

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

61. “Settlement Classes” mean all members of the APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, and Sufficient Funds Fee Class. Excluded from the Settlement Classes is Dollar Bank, its parents, subsidiaries, affiliates, officers and directors; all customers who make a timely election to be excluded; and all judges assigned to this litigation and

their immediate family members.

62. “Settlement Class member” means any member of the APPSN Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, and/or Sufficient Funds Fee Class.

63. “Settlement Class Member” means any member of the Settlement Classes who has not opted-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment and/or forgiveness of Uncollected Relevant Fees.

64. “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 allocation terms of the Settlement.

65. “Settlement Fund” means the \$6,739,356.00 common cash fund for the benefit of the Settlement Classes which is the amount that Dollar Bank is obligated to pay under the Settlement. The “Settlement Fund” allocation to the APPSN Fee Class, the False Negative Balance Deduction Fee Class, the Multiple Fee Class, and the Sufficient Funds Fee Class will be proportionate to the aggregate fees at issue in each of these classes.

66. “Settlement Website” means the website that the Settlement Administrator will establish as a means for Settlement Class members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, Preliminary Approval Order, 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.

67. “Sufficient Funds Fee” means an NSF Fee or OD Fee that Dollar Bank charged and did not refund when the Account’s ledger balance was sufficient to pay the transaction during the Class Period.

68. “Sufficient Funds Fee Class” means all Dollar Bank Accountholders who were charged an NSF Fee or OD Fee that Dollar Bank did not refund when the Account’s ledger balance was sufficient to pay the transaction during the Class Period.

69. “Sufficient Funds Fee Net Settlement Fund” means the amount allocated from the Settlement Fund to the Sufficient Funds Fee Class minus proportional deductions for (a) the Court-approved attorneys’ fees and costs awarded to Class Counsel, (b) any Settlement Administration Costs, and (c) any Court-approved Service Awards to the Class Representatives.

70. “Uncollected Relevant Fees” shall mean any Relevant Fees that Dollar Bank assessed on Accounts of members of the Settlement Classes but did not collect during the Class Period.

71. “Value of the Settlement” shall mean the Settlement Fund plus the Uncollected Relevant Fees.

III. Certification of the Settlement Class

72. Plaintiffs and Dollar Bank agree to ask the Court to certify the Settlement Classes under the Pennsylvania Rules of Civil Procedure. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to contested certification of a liability and/or damages class.

IV. Settlement Consideration

73. Subject to approval by the Court, Dollar Bank shall establish the Settlement Fund. Within 10 days of the Court’s entry of the Preliminary Approval Order, Dollar Bank will deposit into an escrow account established by the Settlement Administrator an amount equal to the

Settlement Fund. 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 Service Award to each of the Class Representatives; and all Settlement Administration Costs. The deductions from the Settlement Fund for attorneys' fees and costs, Service Awards and Settlement Administration costs will be pro rata based on the allocated amount for each of the Settlement Classes. Dollar Bank shall not be responsible for any other payments under this Agreement.

74. Dollar Bank shall forgive, waive, and agree not to collect from Settlement Class Members the Uncollected Relevant Fees, which amount to \$271,488.00. This amount represents 100% of the Uncollected Relevant Fees during the Class Period. Dollar Bank will also use best efforts to update any negative reporting regarding those Uncollected Relevant Fees.

75. For avoidance of doubt, it is agreed by the Parties that a Settlement Class Member may be a member of more than one of the Settlement Classes based on Dollar Bank's records of the Relevant Fees charged to the Settlement Class Member. In addition, a Settlement Class Member may qualify for a Settlement Class Member Payment, forgiveness of Uncollected Relevant Fees, or both. Eligibility for a Settlement Class Member Payment requires that the Settlement Class Member have paid one or more Relevant Fees. Eligibility for forgiveness of an Uncollected Relevant Fee requires that the Settlement Class Member have been charged one or more Uncollected Relevant Fees.

V. Settlement Approval

76. 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 Motion for Preliminary Approval shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally

certify the Settlement Class pursuant to Pa. R. Civ. P. 1701, *et. seq.* 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 Settlement Class members to opt-out from the Settlement Class or for Settlement Class Members 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 Defendant's Counsel, 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 a Service Award to each of the Class Representatives.

VI. Discovery and Settlement Data

77. Class Counsel and Dollar Bank have already engaged in significant discovery related to liability and damages and have identified the Accounts that would be entitled to Settlement Class Member damages. Dollar Bank will make available to Class Counsel and its expert data that identifies the Accounts with Relevant Fees and Uncollected Fees. Plaintiffs will be entitled to reasonable informal or formal confirmatory discovery regarding the data available and used to identify Settlement Class members and their respective Relevant Fees. Once verified, and because Plaintiffs' expert will not have access to Settlement Class member names, Account numbers, postal addresses, and mailing addresses, Dollar Bank will provide identification information to the Settlement Administrator, who will then create a list of Settlement Class members and their electronic mail or postal addresses, which will be used to provide Notice.

VII. Settlement Administrator

78. 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 effectuating the Notice Program and distributing the Settlement Fund as provided herein.

79. 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 Settlement Class members provided by Dollar Bank in connection with the Notice Program approved by the Court, for the purpose of distributing the Postcard Notice, Email Notice, and Long Form Notice, and later mailing distribution checks to Settlement Class Members;

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

c. Establish and maintain the Settlement Website;

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

e. Respond to any mailed Settlement Class member inquiries;

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

g. Provide weekly reports to Class Counsel and Dollar Bank 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 or declaration to submit to the Court confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Settlement Class member who timely and properly opted-out from the Settlement Class, and providing other information as may be

necessary to allow the Parties to seek and obtain Final Approval.

- i. Distribute Settlement Class Member Payments by check;
- j. Pay invoices, expenses, and costs upon approval by Class Counsel and Dollar Bank, as provided in this Agreement; and
- k. Any other Settlement-administration-related function at the instruction of Class Counsel and Dollar Bank, including, but not limited to, verifying that the Settlement Funds has been distributed.

VIII. Notice to Settlement Class Members

80. As soon as practicable after Preliminary Approval of the Settlement and consistent with the schedule set in the Preliminary Approval Order, 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 Settlement Class members may exclude themselves from or “opt-out” of the Settlement Class; a date by which Settlement Class Members may object to the Settlement and/or to Class Counsel’s application for attorneys’ fees and costs and/or the Service Award for each of the Class Representatives; the date upon which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Dollar Bank 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 Dollar Bank logo or trademarks or the return address of Dollar Bank, or otherwise be styled to appear to originate from Dollar Bank. Within a reasonable time before initiating the Email Notice and Postcard Notice, the Settlement Administrator shall establish the Settlement Website.

81. The Long Form Notice also shall include a procedure for members of the Settlement Class to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing the opt-out request to the Settlement Administrator, provided the opt-out request is postmarked no later than the last day of the Opt-Out Period. The opt-out request must state the Settlement Class member's name, the last four digits of the account number(s), address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Classes. Any Settlement Class member 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 excludes himself or herself from the Settlement Classes, 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.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees and costs and/or Service Award for each of the Class Representatives, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the instructions. Objections to the Settlement, to the application for fees and costs, and/or to the Service Awards must be mailed to the Clerk of the Court, Class Counsel, and Defendant's Counsel. For an 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, an 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.

83. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action;
 - b. the objector's full name, address, telephone number, and email address (if any);
 - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or the application for attorneys' fees and costs and Service Awards;
 - f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
 - g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
 - h. the identity of all counsel (if any) representing the objector who will appear at the

Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Dollar Bank may conduct limited discovery on any objector consistent with the Federal Rules of Civil Procedure.

84. For those Settlement Class members who are Current Accountholders and have agreed to receive Account statements from Defendant electronically, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for these Settlement Class members. The Settlement Administrator shall send the Email Notice to each such member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. The Email Notice shall inform Settlement Class members how they may request a copy of the Long Form Notice. For any emails that are returned undeliverable, the Settlement Administrator shall send a Postcard Notice in the manner described below.

85. For those Settlement Class members who are Current Accountholders of Defendant who have not agreed to receive Account statements from Defendant electronically, or are Past Accountholders, the Postcard Notice shall be mailed by first class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for these Settlement Class members. Prior to mailing the Postcard Notice, the Settlement Administrator shall run the names and addresses through the National Change of

Address Registry and update as appropriate. If a mailed Postcard Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address. For all mailed Postcard Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Postcard Notice once to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail. The Postcard Notice shall inform Settlement Class members how they may request a copy of the Long Form Notice. The Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces (“Notice Re-mailing Process”).

86. 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 Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be kept confidential, not be shared with any third party and used only for purposes of implementing the terms of this Agreement.

87. 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 initial Mailed Postcard and Email Notice shall be referred to as “Initial Mailed Notice.” The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval. A Spanish language translation of the Long Form Notice shall be available on the Settlement Website and be provided to Settlement Class Members who request it from the Settlement Administrator. Not all Settlement Class members will receive all forms of Notice, as detailed herein.

88. Dollar Bank and its expert will cooperate with Class Counsel and its expert to make available the necessary data to Class Counsel’s expert regarding membership in the Settlement Classes. The data necessary for Class Counsel’s expert evaluation shall be provided as soon as practicable. Dollar Bank will bear the expense of extracting the necessary data to make available to Class Counsel’s expert for analysis, while Class Counsel shall be responsible for paying Class Counsel’s expert, subject to Class Counsel’s right to seek an award of its expert’s costs from the Court.

89. The Notice Program (which is composed of both the Initial Mailed Notice and the Notice Re-mailing Process) shall be completed no later than 60 days before the Final Approval Hearing.

IX. Final Approval Order and Judgment

90. Plaintiffs’ motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiffs shall file their motion for Final Approval of the Settlement no later than 15 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs’ motion for Final Approval of the Settlement, and on Class Counsel’s application for attorneys’ fees and costs and for the Service Award for each of the Class Representatives. 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 Service Award application, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

91. 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 request for attorneys' fees and costs and a Service Award for each of the Class Representatives. With their Motion for Final Approval of the Settlement, Class Counsel will file a proposed Final Approval Order that shall:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Classes for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims (defined below); bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties (defined below) 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 Dollar Bank and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Dollar Bank, 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

92. The calculation and implementation of allocations of the Settlement Fund contemplated by this section shall be done by the Settlement Administrator using the information provided by Dollar Bank 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, Dollar Bank shall make available such data and information as may reasonably be needed by Class Counsel and the Settlement Administrator to confirm and/or effectuate the calculations and allocations contemplated by this Agreement. Class Counsel shall confer with Defendant's Counsel concerning any such data and information.

93. The amount of the Settlement Class Member Payment from the Net Settlement Fund to which each Settlement Class Member is entitled shall be based on the following calculations for each of the Settlement Classes:

a. The APPSN Fee Net Settlement Fund, the False Negative Balance Deduction Fee Net Settlement Fund, the Multiple Fee Net Settlement Fund and the Sufficient Funds Fee Net Settlement Fund shall be allocated from the Settlement Fund in accordance with the allocation provisions of this Settlement Agreement.

b. The APPSN Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the APPSN Fee Class using the following calculation, based on the APPSN data available from Dollar Bank:

- The dollar amount of the APPSN Fee Net Settlement Fund divided by the total number of APPSN Fees paid by all Settlement Class Members in the APPSN Fee Class, which yields a per-fee amount;
- Multiply the per-fee amount by the total number of APPSN Fees charged to and paid by each Settlement Class Member in the APPSN Fee Class.

- This results in an APPSN Fee Settlement Class Member Payment.
- c. The False Negative Balance Deduction Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the False Negative Balance Deduction Fee Class using the following calculation:
- The dollar amount of the False Negative Balance Deduction Fee Net Settlement Fund divided by the total number of False Negative Balance Deduction Fees paid by all Settlement Class Members in the False Negative Balance Deduction Fee Class, which yields a per-fee amount;
 - Multiply the per-fee amount by the total number of False Negative Balance Deduction Fees charged to and paid by each Settlement Class Member in the False Negative Balance Deduction Fee Class.
 - This results in a False Negative Balance Deduction Fee Settlement Class Member Payment.
- d. The Multiple Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the Multiple Fee Class using the following calculation:
- The dollar amount of the Multiple Fee Net Settlement Fund divided by the total number of Multiple Fees paid by all Settlement Class Members in the Multiple Fee Class, which yields a per-fee amount;
 - Multiply the per-fee amount by the total number of Multiple Fees charged to and paid by each Settlement Class Member in the Multiple Fee Class.
 - This results in the Multiple Fee Settlement Class Member Payment.
- e. The Sufficient Funds Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the Multiple Fee Class using the following calculation:

- The dollar amount of the Sufficient Funds Fee Net Settlement Fund divided by the total number of Sufficient Funds Fees paid by all Settlement Class Members in the Sufficient Funds Fee Class, which yields a per-fee amount;
- Multiply the per-fee amount by the total number of Sufficient Funds Fees charged to and paid by each Settlement Class Member in the Sufficient Funds Fee Class.
- This results in the Sufficient Funds Fee Settlement Class Member Payment.

94. The total of the APPSN Fee Settlement Class Member Payment, False Negative Balance Deduction Fee Settlement Class Member Payment, Multiple Fee Settlement Class Member Payment, and/or Sufficient Funds Fee Settlement Class Member Payment due to each Settlement Class Member is the total Settlement Class Member Payment due from the Net Settlement Fund.

95. The Parties agree the foregoing 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 allocation formula will be used is not intended and shall not be used for any other purpose or objective whatsoever.

96. As soon as practicable but no later than 60 days from the Effective Date, the Settlement Administrator shall distribute the Net Settlement Fund to Settlement Class Members. Settlement Class Member Payments shall be sent by check at the address maintained by Defendant, as updated by the Settlement Administrator, or at such other address as designated by the Settlement Class Member. The check will contain an appropriate legend, in a form approved by Class Counsel and Defendant's Counsel, to indicate that it is from the Settlement Fund. 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 Dollar Bank' 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. Checks shall be valid for 180 days. All costs associated with the process of printing and mailing the checks and any accompanying communication to Settlement Class Members shall be included in the Settlement Fund.

97. In no event shall any portion of the Settlement Fund revert to Dollar Bank.

98. All funds held by the Settlement Administrator shall be deemed and considered to be in custodia legis of the Court and remain subject to the jurisdiction of the Court until distributed pursuant to this Agreement.

99. All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

XI. Disposition of Residual Funds

100. 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. 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 such subsequent payment will not cause the Settlement Class Member to receive more than paid in the fees at issue in the Actions, and to the extent feasible and practical in light of the costs of administering such subsequent payments, including whether the amounts involved are too small to make individual distributions economically feasible or reasonable or other specific reasons exist that would make such further distributions impossible, unreasonable, or unfair. Any second distribution checks shall be valid for 90 days.

b. In the event the cost of preparing, transmitting, and administering such subsequent payments to Settlement Class Members is not reasonable, feasible, and practical to make such further individual distributions or other specific reasons exist that would make such further distributions impractical or unfair, or if such a second distribution is made and Residual Funds still remain, the Residual Funds shall be distributed in accordance with 23 Pa. Code § 1716 subject to Court approval, with 50% of the Residual Funds being given to the Pennsylvania Interest on Lawyers Trust Account Board, and the other 50% to a recipient approved by the Court following the presentation of the Parties' competing proposed *cy pres* recipients to the Court, in the event the Parties do not mutually agree to the proposed recipient(s). The *cy pres* recipients must bear a reasonable connection to the subject matter of the Actions.

XII. Releases

101. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged Dollar Bank 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 (“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 as to the assessment of APPSN Fees, False Negative Balance Deduction Fees, Multiple Fees, or Sufficient Funds Fees during the period of August 1, 2015 to February 14, 2023 (“Released Claims”).

102. 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 any of the Released Parties in any forum, action, or proceeding of any kind.

103. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she/it 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/it 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, contingent or non-contingent claims with respect to all of the matters described in or subsumed by

the Consolidated Amended Complaint herein related to the APPSN Fees, False Negative Balance Deduction Fees, Multiple Fees, Sufficient Funds Fees being released. Further, each of those individuals agrees and acknowledges that he/she/it shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and 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/it never receives actual notice of the Settlement and/or never receives a Settlement Class Member Payment or forgiveness of Uncollected Relevant Fees from the Settlement.

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

XII. Payment of Attorneys' Fees and Costs and Service Award

105. Dollar Bank agrees Class Counsel shall apply for an award of attorneys' fees of up to 33-1/3% of the Value of the Settlement, plus reimbursement of reasonable litigation costs, to be approved by the Court, which Dollar Bank agrees not to oppose. 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.

106. Class Counsel will file a motion for approval of attorneys' fees and costs and a Service Award for each of the Class Representatives at least 15 days prior to the last day of the Opt-Out Period.

107. Within seven days of the Court's entry of the Final Approval Order or within seven days of Class Counsel providing all information required to make the payments (including Class Counsel's joint consent to distribute the payments), whichever is later, 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 and/or costs is reduced on appeal, or if the Effective Date does not occur, Class Counsel shall reimburse the Settlement Fund, within 10 business days of the entry of the order reducing the attorneys' 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).

108. The Released Parties 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 or costs or any other payments from the Settlement Fund not specifically described herein.

109. 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.

110. Class Counsel will move the Court to approve a Service Award to each of the

Plaintiffs in the amount of \$10,000. The Service Award is to be paid by the Settlement Administrator to the Class Representatives within 10 days of the Effective Date. The Service Award shall be paid to the Class Representatives in addition to Class Representative's Settlement Class Member Payment. Dollar Bank agrees not to oppose Class Counsel's request for a Service Award. The Parties agree that the Court's failure to approve a Service Award, in whole or in part, shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

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

112. Consistent with Section VII above, Settlement Administration Costs shall be paid from the Settlement Fund within 10 days after invoicing to and approval by the Parties. The Parties and the Settlement Administrator agree that any such costs incurred by the Settlement Administrator prior to funding of the Settlement Fund shall be deferred and not invoiced until the Settlement Fund has been funded. In the event the Final Approval Order is not entered or this Agreement is terminated pursuant to Section XIII below, Dollar Bank agrees to cover any Settlement Administration Costs incurred or charged by the Settlement Administrator prior to the denial of Final Approval or the termination of this Agreement.

XIII. Termination of Settlement

113. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. The Court has entered the Preliminary Approval Order, as required by Section V above;

b. The Court has entered the Final Approval Order as required by Section IX, above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

c. The Effective Date has occurred.

114. If all of the conditions specified in the immediately preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

115. Defendant shall have the option to terminate this Agreement if 5% or more of the total Settlement Class members opt-out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section XIII within 10 business days after the end of the Opt-Out Period, or the option to terminate in this paragraph shall be deemed waived.

116. In the event this Agreement is terminated or fails to become effective, then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIV. Effect of a Termination

117. 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 Plaintiffs', Class Counsel's, and Dollar Bank'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.

118. 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.

XV. No Admission of Liability

119. Dollar Bank 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 members. Dollar Bank does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Dollar Bank 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.

120. 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 Settlement Class members.

121. 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.

122. 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 Plaintiffs or Settlement Class members, 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.

123. In addition to any other defenses Dollar Bank 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.

XVI. No Press Release

124. The Parties shall not issue any press release or otherwise initiate press coverage of the Settlement. If contacted, the Party may respond generally by stating that a Settlement was reached and direct individuals to the Settlement Website for additional information.

XVII. Miscellaneous Provisions

125. 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.

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

127. 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.

128. 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.

129. 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.

130. 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.

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

132. 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.

133. 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 and shall retain jurisdiction for the purpose of enforcing all terms 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 all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Dollar Bank or its affiliates at any time, including during any appeal from the Final Approval Order.

134. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Sophia Gold
KalielGold PLLC
950 Gilman St., Ste. 200
Berkeley, CA 94710
sgold@kalielgold.com
Class Counsel

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049
taras@kicklawfirm.com
Class Counsel

Jonathan Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301
streisfeld@kolawyers.com
Class Counsel

David Berger

Gibbs Law Group
1111 Broadway, Suite 2100
Oakland, CA 94607
dmb@classlawgroup.com
Class Counsel

Andrew J. Demko, Esq.
Mayer Brown LLP
333 S. Grand Ave., Ste. 4700
Los Angeles, CA 90071
ademko@mayerbrown.com
Counsel for Dollar Bank

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, opt-out requests, or other filings received as a result of the Notice Program.

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

136. 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.

137. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and counsel for Dollar Bank (for Dollar Bank), 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 Plaintiffs and Dollar Bank 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.

138. Agreement Mutually Prepared. Neither Dollar Bank nor Plaintiffs, 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.

139. 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. Dollar Bank has provided and is providing information that Plaintiffs reasonably request to identify Settlement Class members and the alleged damages they incurred. All Parties recognize and acknowledge that they and their experts reviewed and analyzed data for a subset of the time at issue and that they and their experts used extrapolation to make certain determinations, arguments, and settlement positions. 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.

140. 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 to Follow

Dated: 9/14/2023

Dated: 9/18/2023

Dated: 09 / 18 / 2023

Dated: 09 / 18 / 2023

Dated: _____

As To Form:

Dated: 9/18/2023

Dated: 9/18/2023

Dated: 09 / 19 / 2023

Dated: 09 / 19 / 2023

Dated: 09-14-2023

DocuSigned by:
KAREN PERDOMO
CF132161DE5841B
The Colombian Spot, LLC, Plaintiff
By: Karen Perdomo, its Manager

DocuSigned by:
Kitty Johnson
19186F73A50E454...
Kitty Johnson, Plaintiff

Beverly Devore
Beverly Devore, Plaintiff

Jessica Weingartner
Jessica Weingartner, Plaintiff

_____, For Dollar Bank
Its _____

DocuSigned by:
Taras Kick
6DE1B9718B564B2...
Taras Kick
The Kick Law Firm, APC
Class Counsel

DocuSigned by:
Jonathan Streisfeld
19186F73A50E454...
Jonathan Streisfeld
Kopelowitz Ostrow P.A.
Class Counsel

Sophia Gold
Sophia Gold
KalielGold PLLC
Class Counsel

David Berger
David Berger
Gibbs Law Group
Class Counsel

Andrew Demko
Andrew Demko
Mayer Brown LLP
Counsel for Dollar Bank

Dated: _____

The Colombian Spot, LLC, Plaintiff
By: Karen Perdomo, its Manager

Dated: _____

Kitty Johnson, Plaintiff

Dated: _____

Beverly Devore, Plaintiff

Dated: _____

Jessica Weingartner, Plaintiff

Dated: 9/14/23



William Corp, For Dollar Bank
Its SVP & General Counsel

As To Form:

Dated: _____

Taras Kick
The Kick Law Firm, APC
Class Counsel

Dated: _____

Jonathan Streisfeld
Kopelowitz Ostrow P.A.
Class Counsel

Dated: _____

Sophia Gold
KalielGold PLLC
Class Counsel

Dated: _____

David Berger
Gibbs Law Group
Class Counsel

Dated: _____

Andrew Demko
Mayer Brown LLP
Counsel for Dollar Bank

Exhibit 1 – Email and Postcard Notice

Devore et al. v. Dollar Bank, Case No. GD-21-008946

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT
READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH DOLLAR BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES AND/OR NSF FEES BETWEEN DECEMBER 1, 2017 TO FEBRUARY 14, 2023, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT

Para una notificación en Español, visitar [\[class settlement website\]](#)

The Court of Common Pleas of Allegheny County, Pennsylvania has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Devore et al. v. Dollar Bank*, in which the plaintiffs allege that defendant Dollar Bank improperly assessed certain overdraft fees and NSF fees between December 1, 2017 and February 14, 2023. If you are a member of one or more of the Settlement Classes (the APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, or Sufficient Funds Fee Class) and if the Settlement is approved, you may be entitled to receive a cash payment from the \$6,739,356.00 Settlement Fund and/or forgiveness of Uncollected Relevant Fees. You may be a member of more than one of Settlement Classes.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on **[INSERT DATE]**. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payments from the Settlement Fund of up to \$10,000.00 for a Service Award to each of the Class Representatives; up to 33-1/3% of the Value of the Settlement as attorneys' fees; and reimbursement of costs to the attorneys and the Settlement Administrator. If the Court grants Final Approval and you do not request to opt-out from the Settlement, you will release your right to bring any claims covered by the Settlement. In exchange, Defendant has agreed to issue a cash payment directly to you by check, and/or to forgive any Uncollected Relevant Fees charged to you during the Class Period.

To obtain a more detailed explanation of the settlement terms and other important documents, including the Long Form Notice, please visit **[INSERT WEBSITE ADDRESS]. Alternatively, you may call **[INSERT PHONE #]**.**

*If you do not want to participate in this Settlement—you do not want to receive a cash payment and/or forgiveness of Uncollected Relevant Fees and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than **[PARTIES TO INSERT DATE]**. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than **[PARTIES TO INSERT DATE]**. You may learn more about the opt-out and objection procedures by visiting **[PARTIES TO PROVIDE WEBSITE ADDRESS]** or by calling **[Insert Phone #]**.*

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

Exhibit 2

Devore et al. v. Dollar Bank, Case No. GD-21-008946

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

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

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH DOLLAR BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES OR NSF FEES (DESCRIBED BELOW) BETWEEN DECEMBER 1, 2017 AND FEBRUARY 14, 2023 THAT WAS NOT REFUNDED, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

The Court of Common Pleas of Allegheny County, Pennsylvania has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you have received this notice, you will receive a payment from the Settlement Fund and/or debt forgiveness if you do not opt out.
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the Settlement or “opt out.” This means you choose not to participate in the Settlement. You will keep your individual claims against Dollar Bank but you will not receive a payment and/or forgiveness of Uncollected Relevant Fees. If you exclude yourself from the Settlement but want to recover against Dollar Bank, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If you object and the objection is overruled by the Court, then you will receive a payment and/or forgiveness of Uncollected Relevant Fees and you will not be able to sue Dollar Bank for the claims asserted in this litigation. If the Court agrees with your objection, then the Settlement may not be approved and the case will go forward.

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

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *Devore et al. v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-21-008946. The case is a “class action.” That means that the “Plaintiffs,” Beverly Devore, Kitty Johnson, The Colombian Spot, LLC, and Jessica Weingartner, are acting on behalf of Accountholders of Dollar Bank who were charged certain overdraft and NSF fees between December 1, 2017 and February 14, 2023.

The Plaintiffs claim Dollar Bank improperly charged the following (“Relevant Fees”): (1) an overdraft fee on signature Debit Card Transactions on business accounts that authorized against a sufficient available balance but an insufficient available balance at the time it was presented for payment and posted (“APPSN Fee”); (2) an NSF or overdraft fee on a transaction as a result of Dollar Bank having deducted the dollar amount of a prior returned insufficient funds transaction, temporarily reducing the account balance such that Dollar Bank deemed the transaction to be posted against insufficient funds (“False Negative Balance Deduction Fee”); (3) an overdraft and NSF fees on transactions when the account’s ledger balance was sufficient to pay the transaction (“Sufficient Funds Fee”); and (4) an NSF fee or overdraft fee on the same ACH transaction or check that was re-submitted after being returned for insufficient funds (“Multiple Fee”). The operative Complaint alleges Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing and violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law. Dollar Bank contends it assessed these fees in accordance with the terms of its account agreements and applicable law.

“Uncollected Relevant Fees” are Relevant Fees that were assessed by Dollar Bank to members of the Settlement Classes but not collected and will be forgiven if the Settlement is approved.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Dollar Bank’s records indicate you were charged one or more Relevant Fees. You may be a member of one or more of the Settlement Classes (APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, and Sufficient Funds Fee Class). The Court directed that this Notice be available to be sent to all Settlement Class members because each Settlement Class member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

3. Why did the parties settle?

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

following reasons:

There is legal uncertainty about whether a judge or a jury will find that Dollar Bank was contractually and otherwise legally obligated not to assess overdraft and NSF fees in the manner alleged in the lawsuit, and, even if it was, there is uncertainty about whether the claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representatives were to win at trial, there is no assurance that the Settlement Class members would be awarded more than the current Settlement amount and it may take years of litigation before any payments would be made. By settling, the Settlement Class members will avoid these and other risks and the delays associated with continued litigation.

While Dollar Bank disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in litigation.

WHO IS IN THE SETTLEMENT

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

If you received this notice, then Dollar Bank's records indicate that you are a member of one or more of the following Settlement Classes: APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, and Sufficient Funds Fee Class. As a member of any of the Settlement Classes, you may be entitled to receive a payment, forgiveness of Uncollected Relevant Fees, or both.

YOUR OPTIONS

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

You have three options: (1) do nothing and you will receive a payment and/or debt forgiveness according to the terms of this Settlement; (2) exclude yourself from the Settlement ("opt-out" of it); or (3) participate in the Settlement but object to it. Each of these options is described in a separate section below. In addition, you may enter an appearance by hiring your own counsel.

6. What are the critical deadlines?

There is no deadline to receive a payment. If you do nothing, then you will get a payment and/or forgiveness of Uncollected Relevant Fees.

The deadline for sending a letter to exclude yourself from or opt out of the Settlement is .

The deadline to file an objection with the Court is .

7. How do I decide which option to choose?

If you do not like the Settlement and you believe that you could receive more money by pursuing

your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, then you can object to the Settlement terms, including Class Counsel's application for an award of attorneys' fees and costs or a Service Award to each of the Class Representatives. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved and no payments or forgiveness of Uncollected Relevant Fees will be made to you or any other member of the Settlement Classes. If your objection (and any other objection) is overruled, and the Settlement is approved, then you may still get a payment and/or forgiveness of Uncollected Relevant Fees and will be bound by the Settlement.

If you want to participate in the Settlement, you need not do anything and you will receive a payment and/or forgiveness of Uncollected Relevant Fees if the Court approves the Settlement.

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

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has granted Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the settlement at a Final Approval Hearing, which is currently scheduled for [REDACTED].

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Dollar Bank has agreed to create a Settlement Fund of \$6,739,356.00 that will be allocated for the Settlement Classes proportionately. As discussed separately below, attorneys' fees, litigation costs, a Service Award to each of the Class Representatives, and the costs paid to a third-party Settlement Administrator to administer the Settlement (including mailing or emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund known as the Net Settlement Fund will be divided proportionally among all Settlement Class Members based on the amount of Relevant Fees they paid during the Class Period. Dollar Bank will also forgive Uncollected Relevant Fees in an amount calculated to be \$271,488.00 to eligible Settlement Class Members.

10. How much of the settlement fund will be used to pay for attorney fees and costs?

Class Counsel will request an attorney fee be awarded by the Court of not more than 33-1/3% of the Value of the Settlement (including the Settlement Fund and the total Uncollected Relevant Fees). Class Counsel will also request reasonable costs incurred in prosecuting the case. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

11. How much of the Settlement Fund will be used to pay the Class Representatives Service Awards?

Class Counsel on behalf of the Plaintiffs has requested that the Court award the Class Representatives of up to \$10,000.00 each for their work in connection with this case and securing this Settlement on behalf of the Settlement Classes. The Court will decide if a Service Award is appropriate and, if so, the amount of the award.

12. How much of the Settlement Fund will be used to pay the Settlement Administrator's costs?

The Settlement Administrator estimates its costs at \$.

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

No. If you received this Notice, as long as you do not opt-out, a check will be mailed to you at the last known address Dollar Bank has for you if you are entitled to payment and/or your Uncollected Relevant Fees will be forgiven. If your address has changed, you should provide your current address to the Settlement Administrator at the address set forth in Question 16, below. Excluding yourself from the Settlement means you choose not to participate in the Settlement. You will keep your individual claims against Dollar Bank, but you will not receive a payment and/or forgiveness of Uncollected Relevant Fees. In that case, if you choose to seek recovery against Dollar Bank, then you will have to file a separate lawsuit or claim.

14. When will I receive my Settlement benefits?

The Court will hold a Final Approval Hearing (explained below in Questions 22-24) on to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments should be made and Uncollected Relevant Fees should be forgiven within 60 days after the Settlement is approved. However, if someone objects to the Settlement, and the objection is sustained, then there may be no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal and it might take months or even years to have the appeal resolved, which would delay any of the Settlement's benefits.

15. When will I receive my Settlement benefits?

The balance of the Settlement Fund after deducting attorneys' fees and costs, the Service Awards and the Settlement Administration Costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the following formulas included in the Settlement Agreement:

The APPSN Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the APPSN Fee Class using the following calculation:

- The dollar amount of the APPSN Fee Net Settlement Fund divided by the total number of APPSN Fees paid by all Settlement Class Members in the APPSN Fee Class, which yields

- a per-fee amount;
- Multiply the per-fee amount by the total number of APPSN Fees charged to and paid by each Settlement Class Member in the APPSN Fee Class.
- This results in an APPSN Fee Settlement Class Member Payment.

The False Negative Balance Deduction Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the False Negative Balance Deduction Fee Class using the following calculation:

- The dollar amount of the False Negative Balance Deduction Fee Net Settlement Fund divided by the total number of False Negative Balance Deduction Fees paid by all Settlement Class Members in the False Negative Balance Deduction Fee Class, which yields a per-fee amount;
- Multiply the per-fee amount by the total number of False Negative Balance Deduction Fees charged to and paid by each Settlement Class Member in the False Negative Balance Deduction Fee Class.
- This results in a False Negative Balance Deduction Fee Settlement Class Member Payment.

The Multiple Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the Multiple Fee Class using the following calculation:

- The dollar amount of the Multiple Fee Net Settlement Fund divided by the total number of Multiple Fees paid by all Settlement Class Members in the Multiple Fee Class, which yields a per-fee amount;
- Multiply the per-fee amount by the total number of Multiple Fees charged to and paid by each Settlement Class Member in the Multiple Fee Class.
- This results in the Multiple Fee Settlement Class Member Payment.

The Sufficient Funds Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the Multiple Fee Class using the following calculation:

- The dollar amount of the Sufficient Funds Fee Net Settlement Fund divided by the total number of Sufficient Funds Fees paid by all Settlement Class Members in the Sufficient Funds Fee Class, which yields a per-fee amount;
- Multiply the per-fee amount by the total number of Sufficient Funds Fees charged to and paid by each Settlement Class Member in the Sufficient Funds Fee Class.
- This results in the Sufficient Funds Fee Settlement Class Member Payment.

The total of the APPSN Fee Settlement Class Member Payment, False Negative Balance Deduction Fee Settlement Class Member Payment, Multiple Fee Settlement Class Member Payment, and/or Sufficient Funds Fee Settlement Class Member Payment due to each Settlement Class Member is the total Settlement Class Member Payment due from the Net Settlement Fund.

Settlement Class Members entitled to a Settlement Class Member Payment shall receive a check from the Settlement Administrator. Settlement Class Members entitled to forgiveness of Uncollected Relevant Fees shall receive this benefit automatically. You may receive both a cash payment and forgiveness of Uncollected Relevant Fees, if you are eligible for both Settlement benefits, or you may only be eligible for one of those Settlement benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I exclude myself from the Settlement?

If you do not want to receive a payment or debt forgiveness, or if you want to keep any right you may have to sue Dollar Bank for the claims alleged in this lawsuit, then you must exclude yourself or “opt out.”

To opt out, you must send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Devore et al. v. Dollar Bank* class action.” Be sure to include your name, last four digits of your current or past account number, address, telephone number, and email address. Your opt-out request must be postmarked by [REDACTED], and sent to:

Devore v. Dollar Bank Claims Administrator
c/o: Settlement Administrator
Attn: Opt-Out Request
P.O. Box _____
_____, _____

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

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

18. If I opt-out, can I obtain a Settlement benefit?

No. If you exclude yourself, you will not be entitled to a payment or debt forgiveness.

OBJECTING TO THE SETTLEMENT

19. How do I notify the Court that I do not like the settlement?

You can object to the settlement or any part of it that you do not like **IF** you do not opt out from the Settlement. (Members of the Settlement Classes who opt-out from the Settlement have no right to object to how other Settlement Class members are treated.) To object, you must send a written document by mail or private courier (e.g., Federal Express) to the Clerk of the Court, Class Counsel, and Dollar Bank’s Counsel at the addresses below. Your objection must include the following information:

- the name of the Action;
- the objector’s full name, address, telephone number, and email address (if any);

- all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or the application for attorneys’ fees and costs and Service Awards;
- the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
- any and all agreements that relate to the objection or the process of objecting— whether written or oral—between objector or objector’s counsel and any other person or entity;
- the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- the objector’s signature (an attorney’s signature is not sufficient).

All objections must be post-marked no later than , and must be mailed to the Clerk of the Court, Class Counsel, and Dollar Bank as follows:

CLERK OF THE COURT	CLASS COUNSEL	DEFENDANT’S COUNSEL
Clerk of the Court Allegheny County Courthouse, Room 114 436 Grant Street Pittsburgh, PA 15219	Sophia Gold KalielGold PLLC 950 Gilman St., Ste. 200 Berkeley, CA 94710 Taras Kick The Kick Law Firm, APC 815 Moraga Drive Los Angeles, CA 90049	Andrew J. Demko, Esq. Mayer Brown LLP 333 S. Grand Ave, Ste 4700 Los Angeles, CA 90071 ademko@mayerbrown.com Counsel for Dollar Bank

Jonathan Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301

David Berger
Gibbs Law Group
1111 Broadway, Suite 2100
Oakland, CA 94607

20. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Classes, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you may be entitled to a payment and/or forgiveness of Uncollected Relevant Fees if the Settlement is approved, but you will release claims you might have against Dollar Bank. Excluding yourself or opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment or forgiveness of Uncollected Relevant Fees, or release claims you might have against Dollar Bank for the claims alleged in this lawsuit.

21. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other Settlement Class Member, then there may be no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _:_ a.m./p.m. on [redacted] at the Court of Common Pleas of Allegheny County, Pennsylvania, which is located at 820 City-County Building, 414 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and how much each of the Class Representatives should get as Service Awards. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.\[class settlement website\].com](http://www.[class settlement website].com).

23. Do I have to come to the hearing?

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

24. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 19, above, the statement, “I hereby give notice that I intend to appear at the Final Approval Hearing.”

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel,” The Kick Law Firm, APC; Kopelowitz Ostrow P.A.; Kaliel Gold PLLC; and Gibbs Law Group, will represent you and the other Settlement Class Members.

26. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

27. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Final Approval Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review the fee application at [\[WEBSITE\]](#) or view a physical copy at the Office of the Clerk for the Court of Common Pleas of Allegheny County, Pennsylvania.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [\[WEBSITE\]](#) or at the Office of the Clerk for the Court of Common Pleas of Allegheny County, Pennsylvania, by asking for the Court file containing the Motion For Preliminary Approval (the Settlement Agreement is attached to the motion).

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

Devore, et al. v. Dollar Bank
Attn: Settlement Administrator

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

Sophia Goren Gold
Kaliel Gold LLP
950 Gilman St., Ste. 200
Berkeley, CA 94710

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, California 90049

Telephone: 202-350-4783
sgold@kaliegold.com

David Berger
Gibbs Law Group
1111 Broadway, Suite 2100
Oakland, CA 94607
dmb@classlawgroup.com

Telephone: (310) 395-2988
Taras@kicklawfirm.com

Jonathan Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301
streisfeld@kolawyers.com

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DOLLAR BANK CONCERNING THIS NOTICE OR THE SETTLEMENT.

THE KICK LAW FIRM, APC

FIRM PROFILE

Taras Kick is a shareholder of The Kick Law Firm, APC, and has been a member of the California State Bar since 1989, the year he graduated from the University of Pennsylvania Law School. Prior to that, in 1986, he graduated from Swarthmore College, with a Bachelor of Arts degree in Economics and Psychology.

For over five years Mr. Kick was a member of the national Board of Directors of Public Justice, including its Class Action Preservation Committee. He has been a member of numerous other committees pertaining to consumer class actions, including the American Association for Justice Class Action Litigation Sub-Group; the Consumer Attorneys of California Class Action Group; the American Bar Association Committee on Class Actions & Derivative Suits; and, the State Bar of California Antitrust and Unfair Competition Litigation section.

From 2012 to September 2017, he was a Commissioner of the California Law Revision Commission, an independent state agency created by statute in 1953 to assist the Legislature and Governor by examining California law and recommending needed reforms, having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chairperson of the Commission from September 2015 through September 2016.

The practice focus of The Kick Law Firm, APC, is consumer class actions. The consumer class action matters in which the firm has been appointed as lead counsel or co-lead counsel include the following:

Story v. SEFCU, United States District Court for the Northern District of New York, Case No. 1:18-cv-00764 (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted on February 25, 2021); *Smith v. Bank of Hawaii*, United States District Court for the District of Hawaii, Case No. 1:16-cv-00513 (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted on December 22, 2020); *Coleman-Weathersbee v. Michigan State University Federal Credit Union*, United States District Court for the Eastern District of Michigan, Case No. 2:19-cv-11674 (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted on July 29, 2020); *Walker v. People's United Bank*, United States District Court for the District of Connecticut, Case No. 3:17-cv-00304 (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted on June 29, 2020); *Salls v. Digital Federal Credit Union*, United States District Court for the District of Massachusetts, Case No. 18-cv-11262-TSH (appointed co-lead counsel in Massachusetts District Court, final approval granted in January 2020); *Pingston-Poling v. Advia Credit Union*, United States District Court for the Western District of Michigan, Case No. 1:15-CV-1208 (appointed co-lead counsel in the Western District of Michigan, final approval granted in January 2020); *Lloyd v. Navy Federal Credit Union*, United States District Court for the Southern District of California, Case No. 3:17-cv-01280 (appointed

co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted May 18, 2019); *Ketner v. SECU Maryland*, Civil No.:1:15-CV-03594-CCB (D. MD. 2017) (appointed co-lead counsel in federal consumer class action in the District of Maryland regarding alleged improper overdraft fees, final approval granted on January 11, 2018); *Towner v. 1st MidAmerica Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted in November 2017); *Lane v. Campus Federal Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (appointed co-lead counsel in consumer class action in the Middle District of Louisiana regarding alleged improper overdraft fees, final approval granted in August 2017); *Fry v. MidFlorida Credit Union*, United States District Court for the Middle District of Florida, Case No. 8:15-CV-2743 (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted); *Ramirez v. Baxter Credit Union*, United States District Court for the Northern District of California, Case No. 16-cv-03765-SI (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted); *Lynch v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-00008551 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted); *Gunter v. United Federal Credit Union*, United States District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (appointed co-lead counsel in federal consumer class action regarding alleged improper overdraft fees, final approval granted); *Hernandez v. Point Loma Credit Union*, San Diego County Superior Court, Case No. 37-2013-00053519 (appointed co-lead counsel in consumer class action in state court in California, regarding alleged improper overdraft fees, final approval granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County Superior Court, Case No. BC625500 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted in June 2017); *Morales v. Kern Schools Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior Court, Case No. 34-2013-00142667 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted in December 2015); *Casey v. Orange County Credit Union*, Orange County Superior Court No. 30-2013-00658493-CJ-BT-CXC (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted by the court in May 2015); *Sewell v. Wescom Credit Union*, Los Angeles County Superior Court No. BC5860 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted); *Fernandez v. Altura Credit Union*, Riverside County Superior Court, Case No. RIC1610873 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted); *Hernandez v. Logix Federal Credit Union*, Los Angeles County Superior Court, Case No. BC628495 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted); *Bowens v. Mazuma Federal Credit Union*, United States District Court for the Western District of Missouri, Case No. 15-00758-CV-W-BP (appointed co-lead counsel in federal consumer class action regarding alleged

improper overdraft fees, final approval granted); *Santiago v. Meriwest Credit Union*, Sacramento County Superior Court, Case No. 34-2015-00183730 (appointed co-lead counsel in California state consumer class action regarding alleged improper overdraft fees, final approval granted); *Southern California Gas Leak JCCP & Other Related Cases*, Case No. JCCP 4861, Los Angeles County Superior Court (appointed as interim co-lead counsel for the class action cases); *Howard v. Sage Software*, Los Angeles County Superior Court Case No. BC487140 (appointed lead counsel in multi-state consumer class action regarding alleged improper sales tax issues, final approval granted); *Kirtley v. Wadekar*, United States District Court for the District of New Jersey, Case No. 05-5383 (lead class counsel for nationwide class of purchasers of generic drugs); *Ford Explorer Cases*, Sacramento County Superior Court, JCCP Nos. 4266 & 4270 (head of discovery committee for California class of car purchasers); *Pereyra v. Mike Campbell & Associates*, Los Angeles County Superior Court Case No. BC365631 (appointed lead class counsel for state-wide class of employees); *Alston v. Pacific Bell*, Los Angeles County Superior Court Case No. BC297863 (appointed lead class counsel for multi-state class regarding alleged improper telephone service related charges); *Oshaben v. Monster Worldwide, Inc., et al.*, San Francisco County Superior Court Case No. CGC-06-454538 (appointed lead class counsel for nationwide class regarding improper auto-renewal of subscription fees); *Cole v. T-Mobile USA, et al.*, Central District of California Case No. 06-6649 (appointed lead class counsel for an adversely certified state-wide class of 1.4 million cell-phone customers).

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 (1st 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 1st 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.

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 (1st 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 1st 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.).



FIRM RESUME

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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.

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.

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.

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.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

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

Perkes, 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

Clark v. Hills Bank and Trust Co., LACV080753 (Iowa Dist. Johnson Co. 2022) - \$740,000

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

Perri v. Notre Dame Federal Credit Union, 71C01-1909-PL-000332 (Cir. Ct. St. Joseph 2021) - \$800,000

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

Lashambae v. Capital One Bank, N.A., No. 17-cv-06406 (E.D.N.Y. 2020) - \$320,000

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 (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th 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

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

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

Gupta v. Aerics 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.) - Liaison Counsel

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 Docket No. 1507, No. 03-cv-1507 (E.D. Ark.)

CONSUMER PROTECTION

MASS TORT



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

Education

Nova Southeastern University, J.D. - 1997
University of Florida, B.S. – 1994

Email: 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 represents both Plaintiffs and Defendants, successfully trying many cases to verdict involving multi-million dollar damage claims in state and federal courts. Currently, he serves as lead counsel in 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 consumer class actions against some of the

world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, pharmaceutical 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.



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

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 Beach 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

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

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.



DANIEL TROPIN

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Virginia, J.D. - 2012

Emory University, B.A. - 2008

Email: tropin@kolawyers.com

Daniel Tropin is a litigator who specializes in complex commercial cases and class action litigation. Mr. Tropin joined the law firm as a partner in 2018, and has a wealth of experience across the spectrum of litigation, including class actions, derivative actions, trade secrets, arbitrations, and product liability cases.

Mr. Tropin graduated from the University of Virginia law school in 2012, and prior to joining this firm, was an associate at a major Miami law firm and helped launch a new law firm in Wynwood. He was given the Daily Business Review's Most Effective Lawyers, Corporate Securities award in 2014. His previous representative matters include:

- Represented a major homebuilder in an action against a former business partner, who had engaged in a fraud and defamation scheme to extort money from the client. Following a jury trial, the homebuilder was awarded \$1.02 billion in damages. The award was affirmed on appeal.
- Represented the former president and CEO of a cruise line in a lawsuit against a major international venture capital conglomerate, travel and entertainment company, based on allegations of misappropriation of trade secrets, breach of a non-disclosure agreement, and breach of a partnership agreement.
- Represented the CEO of a rapid finance company in an action seeking injunctive relief to protect his interest in the company.
- Represented a medical supply distribution company in an action that involved allegations of misappropriation and breach of a non-circumvention agreement.
- Represented a mobile phone manufacturer and distributor in a multi-million-dollar dispute regarding membership interests in a Limited Liability Company, with claims alleging misappropriation of trade secrets and breach of fiduciary duty.
- Represented a major liquor manufacturer in a products liability lawsuit arising out of an incident involving flaming alcohol.

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

Email: cardoso@kolawyers.com

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., 20018

Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

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.

Firm Resume

Gibbs Law Group is a national litigation firm providing the highest caliber of representation to plaintiffs in class and collective actions in state and federal courts, and in arbitration matters worldwide. The firm serves clients in consumer protection, securities and financial fraud, antitrust, whistleblower, personal injury, and employment cases.

The firm regularly prosecutes multi-state class actions and has one of the best track records in the country for successfully certifying classes, developing practical damages methodologies, obtaining prompt relief for class members victimized by unlawful practices, and working cooperatively with other firms.

Our attorneys take pride in their ability to simplify complex issues; willingness to pursue narrow and innovative legal theories; ability to work cooperatively with other plaintiffs' firms; and desire to outwork and outlast well-funded defense teams.

In less than a decade since its 2014 founding, the firm has recovered over \$2.5 billion for its clients. As a result, our firm and attorneys are frequently recognized by the courts, our peers, and the legal media for the quality of their work:

- California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2023 (Andre Mura, Steven Tindall, Kyla Gibboney, Zeke Wald)
- Top Law Firm, California Litigation: Mainly Plaintiffs – *Chambers USA*, 2023, 2022
- Top Women Lawyers in California, *Daily Journal*, 2023, 2021 (Amy Zeman)
- Top Plaintiff Lawyers in California, *Daily Journal*, 2021 (Andre Mura, Amy Zeman)
- Product Liability MVP, *Law360*, 2021 (Amy Zeman)
- Lawyer of the Year- Mass Torts/ Class Action, *Best Lawyers*, 2022 (Eric Gibbs)
- Class Action Practice Group of the Year, *Law360*, 2019
- Top Boutique Law Firms in California, *Daily Journal*, 2019
- Titans of the Plaintiffs Bar, *Law360*, 2019 (Eric Gibbs)
- Two 2019 California Lawyer Attorney of the Year (CLAY) Awards (Eric Gibbs, Steven Tindall)
- Top Plaintiff Lawyers in California, *Daily Journal*, 2020, 2019, 2016 (Eric Gibbs)
- Cybersecurity and Privacy MVP, *Law360*, 2018 (Eric Gibbs)
- Top Cybersecurity/ Privacy Attorneys Under 40, *Law360 Rising Stars*, 2017 (Andre Mura)
- Top Class Action Attorneys Under 40, *Law360 Rising Stars*, 2017 (Dave Stein)
- Top 40 Lawyers Under 40, *Daily Journal*, 2017 (Dave Stein)
- AV-Preeminent, *Martindale-Hubbell* (Eric Gibbs)

ATTORNEYS

Partners

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Diversity, Equity & Inclusiveness

Gibbs Law Group is committed to diversity, inclusion, and racial justice in everything we do. Our commitment to equity and opportunity starts within our firm and extends to our community and to our work. We seek to create a culture where our employees feel comfortable bringing their full selves to work, and where we have the knowledge and skills necessary to effectively advocate for our diverse clients.

To support our goal of advancing equity both inside and outside our firm, we created an Equity, Diversity and Inclusion Task Force comprised of partners, associates, and staff. The Task Force is working to promote diversity among our employees, the clients we represent, and the causes we support. Some of the Task Force's work to date includes:

- Implementing modifications to the firm's hiring practices to diversify our applicant pool and to prioritize diversity in hiring and retention.
- Participated in the California State Bar's annual summit on diversity and equity in the legal profession.
- Outreach to diversity-focused law school organizations to expand awareness of complex litigation opportunities and ensure a diverse pool of applicants.
- Identifying and supporting diversity-focused legal organizations and non-profits.
- Maximizing the firm's capacity for social change in the community.
- Commitment to implementing annual anti-bias and microaggressions trainings.

Voting Rights Task Force

Gibbs Law Group is proud to have launched our Voting Rights Task Force, through which we have been participating in efforts to protect and expand civic participation across the country. The Task Force seeks to identify specific opportunities for both our attorneys and staff to promote voter engagement and maximize voter participation. We implemented new programs to promote firmwide involvement in protecting and expanding the right to vote, including:

- Making Election Day a firm holiday.
- Allowing support staff to bill a set number of hours per week to Voting Rights Task Force efforts, including with nonprofit organizations.
- Encouraging attorney participation in voter protection volunteer opportunities during elections, including staffing voter protection hotlines, poll watching, and helping triage issues that arise.



David M. Berger | Partner

David Berger represents plaintiffs in class actions with a special emphasis on data breach, privacy, and financial services litigation. He currently serves as court-appointed Class Counsel in *In re US Fertility LLC Data Security Litigation*, and has represented data breach victims in some of the largest and most influential privacy cases, including litigation against Equifax, Anthem, Vizio, Adobe, Banner Health, and Excellus BlueCross BlueShield. David has repeatedly obtained record-breaking settlements on behalf of his clients, including in the Equifax and Anthem data breach cases, which set successive records for the largest data breach settlement in history.

David is widely regarded as a leader in emerging litigation involving data breach and privacy, which is underscored by his broad technical expertise—from hacking techniques and cybersecurity controls to industry standard IT practices, information security frameworks, and auditing processes. He has deposed Chief Information Security Officers and information security professionals at Fortune 500 corporations, worked with expert witnesses on cutting-edge cybersecurity and damages theories, and supervised large-scale document review teams poring over millions of technical documents in a compressed timeframe.

Outside of his litigation experience, David is an active member of the class action legal community. He is the former chair of the American Association for Justice's Consumer Privacy and Data Breach Litigation Group. He is also an active member of The Sedona Conference's Working Group on Data Security and Privacy Liability, which identifies and comments on trends in data security and privacy jurisprudence to move the law forward in a reasoned and just way. David was a member of The Sedona Conference's Biometric Security Brainstorming Group, and was recently selected to be a part of the Breach Notification Statutes Brainstorming Group. David is also frequently invited to present at conferences and symposia on information security and privacy issues and consumer class actions.

Prior to joining Gibbs Law Group, he served as a law clerk to the Honorable Laurel Beeler, Northern District of California (2011-2014). Before law school, David worked as a magazine editor and television presenter in Taiwan and managed an outdoor center on an island off the West Coast of Scotland.

Litigation Highlights

In re Equifax, Inc. Customer Data Security Breach Litigation – In securing what was described by the court as “the largest and most comprehensive recovery in a data breach case in U.S. history by several orders of magnitude,” David played an integral role by negotiating key business practice changes including overhauling Equifax's handling of consumers' personal information and data security and requiring that the company spend at least \$1 billion for data security and related technology over five years in addition to comprehensive technical and governance reforms.

In re Anthem, Inc. Data Breach Privacy Litigation – Key member of the litigation team representing interests of plaintiffs and putative class members following massive data breach of approximately 80 million personal records, including names, dates of birth, Social Security numbers, health care ID numbers, email and physical addresses, employment information, and income data. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history.

Fero v. Excellus Health Plan Inc. – Key member of the litigation team representing the interests of 7 million Excellus health plan subscribers and 3.5 million Lifetime subscribers whose personal and medical information was compromised.

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Practice Emphasis

Class Actions
Consumer Protection
Privacy

Education

Northwestern University
School of Law, J.D., 2008
University of Wisconsin,
Madison, B.A., 1998

Admissions

California

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs' favor and the settlement resulted in a comprehensive reform of Adobe's data security practices. The court's landmark decision on Article III standing marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Equifax, Inc. Fair Credit Reporting Act Litigation – Court-appointed Interim Co-lead counsel in ongoing litigation against Equifax related to the company reporting inaccurate credit information on approximately 2.5 million Americans who applied for mortgages, loans, and credit cards between March 17 and April 6, 2022.

Smallman v. MGM Resorts International – Interim Co-lead Counsel in ongoing litigation against MGM, following the 2020 data breach in which the personal data of 10.6 million MGM customers was stolen and posted on underground hacking forums.

In re Sequoia Benefits Data Breach Litigation – Court-appointed Interim Class Counsel in ongoing litigation against Sequoia Benefits regarding the 2022 data breach which exposed and compromised the sensitive information of numerous employees, including Social Security numbers, member IDs, and wage data.

Awards & Honors

Northern California Super Lawyers (2021-2023)

Rising Star, Northern California Super Lawyers (2016-2018)

Professional Affiliations

American Association for Justice- Consumer Privacy and Data Breach Litigation Group
(Former Chair)

Member, Sedona Conference's Working Group on Data Security and Privacy Liability
Co-Chair, Sedona Conference's WG11 Brainstorming Group "Exploring Greater
Efficiencies in Data Breach and Privacy Class Action Litigation"

Consumer Attorneys of California

National Civil Justice Institute

Selected Presentations and Publications

Presenter, "Cybersecurity Issues Affecting Health Benefit Plans," U.S. Department of Labor, Advisory Council on Employee Welfare and Pension Benefit Plans, July 2022.

Presenter, "Internet Data Accumulation and Protection," Pound Civil Justice Institute, The Internet and the Law: Legal Challenges in the New Digital Age, November 2021.

Presenter, "Facial Recognition Technology Bans," The Sedona Conference, Annual Meeting of Working Group 11 on Data Security and Privacy Liability, April 2021.

Presenter, "Privacy and Data Breach Class Actions," Western Alliance Bank Class Action Law Forum 2020, March 2020.

Presenter, "Communicating with the Class," Class Action Mastery Forum, January 2019.

Presenter, "Hot Topics in Consumer Class Actions Against Insurers: Filed Rate Doctrine, Standing, and Reverse Preemption of RICO Claims," Sacramento California Insurance Regulation and Litigation Seminar, Clyde & Co., March 2018.

Presenter, "Winning strategies in privacy and data security class actions: the plaintiffs' perspective," Berkeley Center for Law & Technology, Berkeley Law School, January 2017.



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Practice Emphasis

Antitrust & Unfair Competition
Banking and Financial Fraud
Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower

Education

Seattle University School of
Law, J.D., 1995
San Francisco State
University, B.A., 1991

Awards & Honors

"Lawyer of the Year," Best
Lawyers in America for Class
Actions/ Mass Tort Litigation
(2022)

Nationwide Products Liability:
Plaintiffs – Band 4,
Chambers USA, 2023, 2022
Lawdragon 500 Leading
Plaintiff Consumer Lawyer,
2019-2023

Titans of the Plaintiffs Bar,
Law360, 2019

California Lawyer Attorney of
the Year Award, 2019

Top Plaintiff Lawyers in
California for 2020, 2019,
2016, Daily Journal
Cybersecurity & Privacy
MVP, Law360, 2018

Consumer Protection MVP,
Law360, 2016

AV Preeminent® Peer
Review Rated by Martindale-
Hubbell

Admissions

California

Eric H. Gibbs | Partner

Eric Gibbs prosecutes antitrust, consumer protection, whistleblower, financial fraud and mass tort matters. He has been appointed to leadership positions in dozens of contested, high profile class actions and coordinated proceedings. Eric has recovered billions of dollars for the clients and classes he represents and has negotiated groundbreaking settlements that resulted in meaningful reforms to business practices and have favorably impacted plaintiffs' legal rights.

Reputation and Recognition by the Courts

In over 20 years of practice, Eric has developed a distinguished reputation with his peers and the judiciary for his ability to work efficiently and cooperatively with co-counsel, and professionally with opposing counsel in class action litigation.

"[Mr. Gibbs] efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation."

- Hon. G. Wu, *In re Hyundai & Kia Fuel Economy Litig.* (C.D. Cal)

"The attorneys who handled the case were particularly skilled by virtue of their ability and experience."

- Hon. D. Debevoise, *In re: Mercedes-Benz Teleaid Contract Litig.* (D. N.J.)

"They are experienced and knowledgeable counsel and have significant breadth of experience in terms of consumer class actions."

- Hon. R. Sabraw, *Mitchell v. Am. Fair Credit Assoc'n* (Alameda Cty. Superior Ct.)

"Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

- Hon. J. Fogel, *Sugarman v. Ducati N. Am.* (N.D. Cal)

Achievements and Leadership

Eric has been recognized as a leading lawyer in class and mass actions. In 2019, *Law360* recognized Eric among its "Titans of the Plaintiffs Bar," one of only 10 attorneys nationwide to receive the prestigious award. He also received the 2019 *California Lawyer Attorney of the Year (CLAY) Award* for his work in the Anthem Data Breach Litigation. *Daily Journal* named him to its coveted list of "Top Plaintiff Lawyers in California" for 2020, 2019 and 2016. *Law360* recognized Eric as a "2016 Consumer Protection MVP," (the only plaintiff-side lawyer in the country selected in that category) and as a "2018 Cybersecurity & Privacy MVP." Consumer Attorneys of California selected Eric and co-counsel as finalists for *Consumer Attorney of the Year* for achieving a \$100 million settlement in the Chase "Check Loan" Litigation. His cases have been chronicled in major legal and news publications including *NBC News*, *CNN*, the *National Law Journal*, *The New York Times*, *Market Watch*, and *Bloomberg News*. Eric holds a variety of leadership positions in professional associations for consumer advocacy, and he frequently presents on developing trends in the law at conferences throughout the country.

Litigation Highlights

In re Anthem, Inc. Data Breach Privacy Litigation – Served as a court-appointed member of the Plaintiffs' Steering Committee representing the interests of plaintiffs and putative class members following a massive data breach of approximately 80 million personal records. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history at the time.

In re Chase Bank U.S.A., N.A. “Check Loan” Contract Litigation – multidistrict litigation that alleged Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. Eric led negotiations in the case, which resulted in a \$100 million settlement with Chase eight weeks prior to trial.

In re Adobe Systems Inc. Privacy Litigation – As court-appointed lead counsel, Eric and his team reversed a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41 page decision in plaintiffs’ favor and Eric negotiated a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Hyundai & Kia Fuel Econ. Litigation – As court-appointed liaison counsel, Eric reconciled the plaintiffs’ interests and coordinated discovery and settlement negotiations. He helped finalize a settlement with an estimated value of up to \$210 million.

Skold v. Intel Corp. – After more than a decade of litigation, Eric as lead counsel achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel’s benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

Parkinson v. Hyundai Motor America – Eric served as class counsel in this lawsuit alleging that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, Hyundai agreed to a settlement that provided for 50-100% reimbursements to class members for their repairs and full reimbursement for rental vehicle expenses.

De La Cruz v. Masco Retail Cabinet Group – Eric served as lead attorney litigating the collective claims of dozens of misclassified account representatives for overtime pay under the Fair Labor Standards Act (FLSA). Successfully certified a class of current and former Masco account representatives and personally arbitrated the case to judgment obtaining full recovery for the class.

In re Providian Credit Card Cases – Eric played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders alleging that Providian engaged in unlawful and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

Professional Affiliations

American Association for Justice
American Bar Foundation- Fellow
Consumer Attorneys of California
National Association of Consumer Advocates
Public Justice Foundation- Class Action Preservation Project Committee



Eileen Epstein Carney | Partner

Eileen represents investors and consumers who have been harmed by financial fraud and other corporate misconduct. This includes oversight of investigation into alleged Ponzi schemes, securities fraud, and other financial scams. Eileen helps run initial case investigations and deploys her substantial experience to ensuring that the victims of financial fraud are made whole.

Eileen is also deeply involved in the day-to-day operations of Gibbs Law Group. She executes on the firm's strategic vision with a focus on recruiting talented and diverse professionals, training, mentorship, community engagement, and client-focused activities. She previously spent seven years as the Director of Business Development at Gibbs Law Group, leading the firm's marketing, business development and public relations activities. She has more than 15 years of experience in legal marketing and business development, with a proven track record of success overseeing teams and implementing firm-wide strategies for new business growth, marketing and media relations.

Eileen earned a J.D. from American University, Washington College of Law, and graduated *magna cum laude*, *Phi Beta Kappa*, from Lehigh University with a B.A. in journalism.

She is admitted to practice law in Minnesota.

Professional Affiliations

American Association for Justice

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Education

American University
Washington College of Law,
J.D., 2005
Lehigh University, B.A., *magna cum laude*, *Phi Beta Kappa*,
2002

Admissions

Minnesota



Dylan Hughes | Partner

Dylan Hughes concentrates his practice on investigating and prosecuting fraud matters on behalf of whistleblowers, consumers and employees who have been harmed by corporate misconduct. He coordinates initial case evaluations and analyses in a variety of practice areas and has substantial experience in matters involving health care fraud, particularly in the Medicare and pharmaceutical contexts. Dylan represents consumers in cases ranging from false advertising to defective products, and employees in misclassification and wage and hour cases under state and federal laws.

Mr. Hughes has extensive experience prosecuting complex personal injury cases. He helped to obtain millions of dollars for women who suffered blood clots and other serious injuries after taking birth control pills. He has also represented clients injured by defective medical devices, including defibrillators, blood filters, as well as back pain implants. Mr. Hughes was part of the team that recently settled a case alleging medical malpractice for a spinal surgery that resulted in partial paralysis.

Mr. Hughes began his career as a law clerk for the Honorable Paul A. Mapes, Administrative Law Judge of the Office of Administrative Law Judges, United States Department of Labor. He is a member of the American Bar Association, Consumer Attorneys of California, American Association for Justice Class Action Litigation Group and the Consumer Rights Section of the Barristers Club.

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Practice Emphasis

Class Actions
Consumer Protection
Employment Law
Whistleblower

Education

University of California College
of the Law, San Francisco, J.D.,
2000
University of California at
Berkeley, B.A., 1995

Admissions

California

Litigation Highlights

Skold v. Intel Corp. – Key member of the legal team in this decade-long litigation that achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel's benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs' favor and the settlement resulted in a comprehensive reform of Adobe's data security practices. The court's landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

Velasco v. Chrysler Group LLP (n/k/a FCA US LLC) – represented consumers who alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. In addition to negotiating a recall of all 2012-13 Jeep Grand Cherokee and Dodge Durango vehicles, the lawsuit also resulted in Chrysler reimbursing owners for all repair and rental car expenses, and extending its warranty.

Parkinson v. Hyundai Motor America – certified a nationwide class alleging Hyundai sold vehicles with defective flywheel systems, resulting in a favorable settlement for the class.

Awards & Honors

Northern California Super Lawyer (2012-2023)

Professional Affiliations

Consumer Attorneys of California
American Association for Justice- Class Action Litigation Group



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Education

University of California at Berkeley, J.D., *Order of the Coif*, 2014
Columbia University, B.A., *magna cum laude*, 2009

Admissions

California

Amanda Karl | Partner

Amanda Karl represents consumers, employees and others who have been harmed by corporations. She has prosecuted a wide range of complex cases, including product defect, failure-to-warn, wage and hour, data breach, sexual assault, and securities cases, within a variety of industries. In addition, Amanda is committed to fighting voter suppression—she spearheads Gibbs Law Group’s Voting Rights Task Force.

Amanda is a 2014 graduate (Order of the Coif) of the University of California at Berkeley School of Law, where she served as the Managing Editor of the California Law Review and Director of the Workers’ Rights Disability Law Clinic. During law school, she worked as a Clinical Law Student at the East Bay Community Law Center, assisting with litigation targeting criminal record reporting violations, and as a law clerk at Equal Rights Advocates, working on women’s employment issues. Following graduation from law school, she served as a law clerk to the Honorable Richard A. Paez, United States Court of Appeals for the Ninth Circuit and to the Honorable Claudia Wilken, Northern District of California. Amanda received her undergraduate degree, *magna cum laude*, in Sociology and Human Rights from Columbia University in 2009.

Outside of work, Amanda serves on the Board of Directors of the East Bay Community Law Center, a legal nonprofit organization that is both the largest provider of free legal services in the East Bay Area and Berkeley Law’s largest clinical offering. She also enjoys reading, strength training, and exploring new places and foods with her husband and son.

Litigation Highlights

Hamilton v. American Income Life – Represented a class of insurance agents and trainees in employment litigation alleging that they were misclassified as independent contractors, not paid properly while training, and not reimbursed for expenses. The case culminated in a \$5.75 million settlement for class members.

A.B. v. Regents of the University of California – Represents former patients of ex-UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging Title IX violations and sexual harassment against both Heaps and UCLA. Amanda is a key member of the team that achieved a \$73 million dollar settlement, which will compensate over 5,500 women who received treatment from Dr. Heaps. Amanda was involved in nearly all aspects of the litigation, and, among other things, was the primary drafter of the final settlement approval brief; final settlement approval was granted on November 10, 2021.

Pote v. Handy Technologies – In prosecuting a case for alleged Labor Code violations, Amanda spearheaded briefing and argued before the California Court of Appeal that an order denying a motion to compel arbitration should be affirmed. The court ruled unanimously in Plaintiff’s favor, affirming the trial court’s ruling.

Reyes v. Chilton – Represents Latino voters and community organizations challenging alleged discrimination and wrongful rejection of mail-in ballots in Washington’s Benton, Yakima and Chelan counties.

Deora v. NantHealth – Represented a certified class of investors in litigation alleging multiple violations of federal securities laws related to the healthcare technology company’s initial public offering in 2016. Amanda was a member of the team that achieved a \$16.5 million dollar settlement in favor of NantHealth investors.

Awards & Honors

Rising Star, Northern California Super Lawyers, (2018-2023)

Professional Affiliations

East Bay Community Law Center, Board Member

Consumer Attorneys of California, Board Member
American Association for Justice

Presentations and Articles

Presenter, “The Impact & Implications of Viking River Cruises, Inc. v. Moriana,” CAOC Annual Convention, November 2022

Presenter, “PAGA After the Viking River Decision,” Bridgeport Continuing Education, July 2022

Moderator, “Rapid Response: Recent SCOTUS Ruling—Viking River Cruises, Inc. v. Moriana,” American Association for Justice, June 2022

Presenter, “Rule 12 and Related Motions,” Pincus Federal Boot Camp, May 2022

Presenter, “Looking Forward Post-COVID,” CAOC Sonoma Travel Seminar, March 2022

Author, “Work Unseen: Successfully Effectuating a Damages Class Settlement,” Daily Journal, November 2021

Presenter, “Unpacking Public Interest Law,” People’s Parity Project, April 2021

Presenter, “Wage and Hour Litigation & Enforcement Webinar,” HB Litigation, February 2020

Author, “Epic Systems and the Erosion of Federal Class Actions,” Law260 Expert Analysis, July 2018

Presenter, “From Clerkship to Career in Public Interest,” Berkeley Consumer Advocacy and Protection Society, October 2017

Author, “California Omissions Claims: Safety Required?” Law360 Expert Analysis, February 2017



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Practice Emphasis

Class Actions

Consumer Protection

Education

University of California College
of the Law, San Francisco, J.D.,
magna cum laude, 2014

University of California Los
Angeles, B.A., 2011

Admissions

California

Linda Lam | Partner

Linda Lam focuses her practice on representing individuals who have been harmed by corporate misconduct. She has prosecuted fraud, breach of contract, and breach of fiduciary duty cases against large banks, insurance companies, and hospitality brands.

Linda has been an advocate for borrowers who suffered foreclosures during the Great Recession. She represented a certified class of over 1,200 borrowers who lost their homes after Wells Fargo wrongfully denied them trial mortgage modifications. The case settled for \$40 million, resulting in significant payments to each class member.

Currently, Linda represents victims of a real estate Ponzi scheme in *Camenisch v. Umpqua Bank*. The case concerns Umpqua's alleged aiding and abetting of a fraudulent investment scheme that caused investors, many of whom are senior citizens, to lose hundreds of millions of dollars.

In addition to prosecuting class actions, Linda also represents individual clients in personal injury cases. She recently achieved a favorable settlement for a student who suffered a traumatic brain injury as a result of peer-on-peer harassment at a Bay Area school. She has also represented individuals who have been harmed by medical professionals and negligent drivers.

Before joining Gibbs Law Group, Linda represented workers and retirees in cases concerning employee benefits.

Litigation Highlights

Steven Cooper v. United States of America – represented a veteran of the United States Army who alleged that he received negligent medical care at a VA facility, resulting in a delayed diagnosis of aggressive prostate cancer. The plaintiff alleged that by the time the cancer was discovered and diagnosed, it had become incurable. Linda was part of the trial team that won a \$2.5 million judgment for the plaintiff.

Asokan et. al. v. American General Ins. Co. – part of the litigation team in this insurance and investment fraud case against American General Insurance Co, an AIG subsidiary. Linda represented six plaintiffs who were marketed an investment involving a specialized American General whole life policy that, when purchased through a particular defined benefit plan, would supposedly provide a multitude of tax benefits. Plaintiffs alleged that American General knew but concealed from them that its attorney had advised that these plans no longer complied with the law. Plaintiffs suffered losses as a result of this alleged fraudulent concealment. The case settled for a confidential sum eight days into the jury trial.

Hernandez v. Wells Fargo Bank, N.A. – represented a certified class of more than 1,200 mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million, resulting in significant payments to class members.

Awards & Honors

Northern California Super Lawyers, *Rising Star* (2017-2023)

Professional Affiliations

American Association for Justice

Consumer Attorneys of California

Publications & Presentations

Author, *The Real ID Act: Proposed Amendments for Credibility Determinations*, 11 Hastings Race & Poverty L.J. 321, 2014.



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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California at
Berkeley (Berkeley Law),
J.D., 2014
University of Virginia, B.A.,
2008

Admissions

California

Steve Lopez | Partner

Steve Lopez represents consumers, employees and whistleblowers who have been harmed by corporate misconduct. He has prosecuted a variety of consumer protection cases ranging from false advertising to defective products, as well as complex employment cases involving also involved in the investigation and development of new cases.

He serves on the Board of Directors of Consumer Attorneys of California and was selected from a statewide pool of applicants for the 2015 Diversity Leadership Academy, a prestigious training program aimed to educate the next generation of progressive leaders.

Steve is a 2014 graduate of the University of California, Berkeley School of Law, where he was a Publishing Editor for the California Law Review and an Editor for the Berkeley Journal of Employment and Labor Law. He was also a member of the La Raza Law Students Association and the Legal Aid Society–Employment Law Center’s Berkeley Workers’ Rights Clinic.

Prior to law school, Mr. Lopez performed research for a consulting firm dedicated to improving justice programs. He received his B.A. in economics and international relations from the University of Virginia in 2008.

Litigation Highlights

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC) – Member of the litigation team that represented consumers who alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. The lawsuit resulted in a recall of all 2012-13 Jeep Grand Cherokee and Dodge Durango vehicles, as well as reimbursements for all repair and rental car expenses, and extended vehicle warranties.

In re Hyundai Sonata Engine Litigation- Representing plaintiffs who allege that their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. The Court granted preliminary approval to a comprehensive settlement in June 2016.

Southern California Gas Leak Cases – Member of the litigation team representing residents of communities in or near the Los Angeles suburbs of Porter Ranch who were affected by the Aliso Canyon well rupture and ensuing gas leak, the largest methane leak in U.S. history. The lawsuits seek relief for those who were displaced from their homes, suffered illnesses and injuries, sustained property value losses, or lost business due to the leak.

Smith v. Family Video Movie Club, Inc. – Member of the litigation team representing the interests of hourly retail employees who alleged they were not properly compensated for all wages and overtime earned. The Court recently certified a class.

Awards & Honors

Northern California Super Lawyers, *Rising Star* (2017-2023)

Professional Affiliations

American Association for Justice
Board of Directors, Consumer Attorneys of California



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Practice Emphasis

Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower

Education

University of California,
Berkeley School of Law, J.D.,
2003
University of California at
Berkeley, B.A., 2000

Admissions

California

Geoffrey Munroe | Partner

Geoffrey Munroe represents plaintiffs in high-profile class action and mass tort cases in both federal and state courts throughout the United States. He was selected as a Rising Star by Northern California Super Lawyers (2010-2014), recognizing him as one of the best young attorneys practicing in Northern California, and as a Northern California Super Lawyer every year from 2015-2020. He is the co-author of "*Consumer Class Actions in the Wake of Daugherty v. American Honda Motor Company*," CAOC's Forum Magazine, January/February 2009, and a frequent contributor to the Class Action Litigation Group Newsletter of the American Association for Justice.

Mr. Munroe is a 2003 graduate of the University of California at Berkeley School of Law (Berkeley Law), where he was the recipient of the American Jurisprudence Award in Torts, Business Law & Policy and Computer Law. He received his undergraduate degree in chemistry from the University of California at Berkeley in 2000. Mr. Munroe is a member of the Public Justice Class Action Preservation Project Committee, the Class Action Litigation Group of the American Association for Justice and the Consumer Attorneys of California. He is a member of the California Bar and is admitted to practice before the United States Court of Appeals for the Ninth Circuit, as well as the United States District Courts for the Northern, Central and Southern Districts of California.

Litigation Highlights

Skold v. Intel Corp. – Key member of the briefing team in this decade-long litigation that achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel's benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

In re Chase Bank U.S.A., N.A. "Check Loan" Contract Litigation – Key member of the litigation team in this multidistrict case alleging that Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. The litigation resulted in a \$100 million settlement with Chase eight weeks prior to trial.

In re Mercedes-Benz Tele Aid Contract Litigation – Key member of the litigation team in this multi-district litigation alleging that Mercedes-Benz failed to disclose to its customers that the "Tele Aid" equipment installed in their vehicles would soon be obsolete and require an expensive replacement to keep working. Resulted in a class settlement providing for cash reimbursements of \$650, or new vehicle credits for up to \$1,300.

Parkinson v. Hyundai Motor America – key member of the briefing team that achieved certification of a nationwide class alleging Hyundai sold vehicles with defective flywheel systems, before ultimately reaching a favorable settlement for the class.

Awards & Honors

Northern California Super Lawyers (2015-2023)
Northern California Super Lawyers, *Rising Star* (2010-2014)

Professional Affiliations

Consumer Attorneys of California
American Association for Justice- Class Action Litigation Group
Public Justice- Class Action Preservation Project



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Practice Emphasis

Class Actions
Consumer Protection
Privacy
Mass Personal Injury

Education

The George Washington
University Law School, J.D.,
2004
Williams College, B.A., 2000

Admissions

California
District of Columbia

Andre M. Mura | Partner

Andre M. Mura represents plaintiffs in class actions and mass torts including in the areas of consumer protection, privacy, and products liability. Before joining Gibbs Law Group, Andre was senior litigation counsel at the Center for Constitutional Litigation PC, where he represented plaintiffs in high-stakes appeals in state supreme courts and federal appellate courts.

Andre has been honored twice with a California Lawyer Attorney of the Year Award: in 2023 for his involvement and success at trial in *Patz v. City of San Diego*, and in 2019 for his work in the California Supreme Court in *De La Torre v. CashCall*. He is on the Board of the Civil Justice Research Initiative of Berkeley Law, a Fellow of the American Bar Foundation, a member of the Lawyers Committee of the National Center for State Courts, a Trustee of the National Civil Justice Institute, past Chair of the American Association for Justice's LGBT Caucus, past Trustee of the National College of Advocacy, and a member of Williams College's Latino/a and BiGLATA Alumni Network.

Litigation Highlights

In re: Meta Pixel Healthcare Data Privacy Litigation – Andre was court-appointed to the plaintiffs' executive committee in this consolidated litigation, representing millions of patients whose sensitive health data was allegedly collected and shared without their consent. In his appointment decision, Judge Orrick said he chose interim class counsel for their "highly relevant" experience and knowledge.

In re: 3M Combat Arms Earplug Products Liability Litigation – Andre was court-appointed to the plaintiffs' law-and-briefing committee in this multi-district litigation on behalf of military servicemembers and veterans who suffered injuries due to defective 3M earplugs, which were standard-issue for U.S. military members for more than a decade. Andre also served on several bellwether trial teams, securing multiple favorable jury verdicts.

In re: Taxotere (Docetaxel) Products Liability Litigation – Andre was a member of the trial team in a two-week federal jury trial and is member of Plaintiffs' Steering Committee and co-chair of Law and Briefing in this multi-district litigation on behalf of breast cancer survivors who suffered permanent hair loss after using the Taxotere chemotherapy drug. He recently obtained a unanimous decision granting a bellwether plaintiff a new trial. *See* 26 F.4th 256 (5th Cir. 2022)

In re: Vizio, Inc. Consumer Privacy Litigation – Andre is co-lead counsel for the settlement class in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. He negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected.

De La Torre v. CashCall – Andre played a key role in briefing before the California Supreme Court, resulting in a unanimous decision in the plaintiffs' favor. The decision changed decades-old assumptions that lenders in California had a virtual "safe harbor" from unconscionability challenges to loan interest rate terms.

In re: Lenovo Adware Litigation – Andre briefed and argued a motion to dismiss and motion to certify a nationwide litigation class for monetary damages. The court approved a \$7.3 million class action settlement to resolve allegations that Lenovo preinstalled software on laptops that caused performance, privacy and security issues for consumers.

Beaver et. al. v. Tarsadia Hotels, Inc. – Andre contributed to briefing before the Ninth Circuit Court of Appeals resulting in a unanimous decision affirming the lower court’s ruling that the UCL’s four-year statute of limitations (and its accrual rule) applied in claims alleging violations of the Interstate Land Sales Full Disclosure Act (ILSA) even though ILSA has a shorter statute of limitations.

Watts v. Lester E. Cox Medical Centers, 376 S.W.3d 633 (Mo. 2012) – Andre successfully argued that a state law limiting compensatory damages in medical malpractice cases violated his client’s right to trial by jury. In ruling for Andre’s client, the Missouri high court agreed to overturn a 20-year-old precedent.

U.S. Supreme Court Advocacy

Trump v. Mazars USA, LLP, 140 S. Ct. 2019 (2020) – Andre represented a bipartisan group of former members of the U.S. Senate and House of Representatives appearing as amici in support of Congress’s broad investigatory power.

Merck Sharp & Dohme Corp. v. Albrecht, 139 S. Ct. 1668 (2019) – Before the U.S. Supreme Court, in a case concerning the scope of federal immunity for brand-name drug manufacturers, Andre represented medical doctors appearing as amici curiae. His amicus brief was discussed at oral argument, with Supreme Court counsel for Albrecht telling the Justices, “It’s a beautifully done amicus brief to explain what the scientists knew and when they knew it....”

Mutual Pharmaceutical Co., Inc. v. Bartlett, 133 S. Ct. 2466 (2013) – Andre was the lead author of an amicus curiae brief for the American Association for Justice and Public Justice in a case examining whether federal drug safety law preempts state-law liability for defectively designed generic drugs.

J. McIntyre Machinery, Ltd. v. Nicastro, 131 S. Ct. 2780 (2011) – Andre was a lead author of merits briefing addressing personal jurisdiction over a foreign manufacturer.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023, 2019)

Top Plaintiff Lawyers in California, *Daily Journal* (2021)

Top Cybersecurity & Privacy Attorneys Under 40, *Law360* Rising Stars (2017)

Northern California Super Lawyers (2019-2023); *Rising Star* (2016-2018)

Professional Affiliations

American Association for Justice- Class Action Litigation Group, Legal Affairs Group,
LGBT Caucus

American Bar Foundation, Fellow

Consumer Attorneys of California, Member

Civil Justice Research Initiative of Berkeley Law, Board Member

Law360- Cybersecurity & Privacy, Editorial Advisory Board Member

National Center for State Courts, Lawyers Committee

National Civil Justice Institute, Trustee

Select Publications & Presentations

Moderator, “Selection of Leadership in MDLs,” Civil Justice Research Initiative, September 2021.

Presenter, “Tips on Pre-Trial Writing,” American Association for Justice's New Lawyer Boot Camp, April 2021.

Author, *Buckman Stops Here! Limits on Preemption of State Tort Claims Involving Allegations of Fraud on the PTO or the FDA*, 41 Rutgers L.J. 309, 2010.



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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California College
of the Law, San Francisco,
J.D., 2000
San Francisco State
University, B.A., 1997

Admissions

California

Rosemary Rivas | Partner

Rosemary has dedicated her legal career to representing consumers in complex class action litigation involving a wide variety of claims, from false advertising and defective products to privacy violations. She is committed to obtaining justice for consumers and has recovered billions of dollars for her clients and the classes they represent.

Rosemary serves in leadership positions in a number of large-scale complex class action cases and multi-district litigation. In a highly competitive appointment process, the Honorable Charles R. Breyer appointed Rosemary to the Plaintiffs' Steering Committee in the Volkswagen Clean Diesel Litigation, which resulted in a record-breaking settlement totaling more than \$14 billion. The Recorder, a San Francisco legal newspaper, named the lawyers selected by Judge Breyer as a class action "dream team." For her work in the Volkswagen case, Rosemary received the 2018 California Lawyer Attorney of the Year (CLAY) Award, which is given to outstanding California lawyers "whose extraordinary work and cases had a major impact on the law."

She has received numerous awards and honors for the quality of her legal work, including the Bay Area Legal Aid Guardian of Justice Award for her achievements in the law and her role in helping direct *cy pres* (remaining settlement) funds to promote equal access to the legal system. She was also recognized as a *Northern California Super Lawyer* and previously was named a *Rising Star* by Super Lawyers Magazine.

Rosemary is a fluent Spanish-speaker and previously served on the Board and as Diversity Director of the Barristers Club of the San Francisco Bar Association. She frequently presents at legal conferences on developments in consumer protection and class action litigation.

Litigation Highlights

Porsche Gasoline Litigation – As part of the Plaintiffs' Steering Committee and as Class Counsel, Rosemary represented consumers alleging that Porsche engaged in practices that skewed emissions and fuel economy test results for certain Porsche vehicles. The Honorable Charles R. Breyer recently granted preliminary approval of a proposed nationwide class action settlement providing a non-reversionary common fund of \$80 million.

Lash Boost Cases – As Class Counsel, Rosemary Rivas represented consumers who alleged that Rodan + Fields failed to disclose material information relating to its Lash Boost product, namely, the potential side effects and risks of adverse reactions presented by the ingredient Isopropyl Cloprostenate. The Honorable Ethan Schulman recently granted preliminary approval of a proposed nationwide class action settlement providing a non-reversion common fund of \$30 million in cash and \$8 million in credits.

In re: Apple Inc. Device Performance Litigation – The Honorable Edward J. Davila appointed Rosemary to the Plaintiffs' Executive Committee in this nationwide class action alleging that Apple intentionally slowed down consumers' iPhones. The case settled for \$310 million.

In re: Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation – Rosemary represented consumers alleging that Hill's sold dog food with excessive Vitamin D that was harmful to pets. Chief Judge Julie A. Robinson granted final approval of a nationwide class action settlement providing for a common fund of \$12.5 million.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award (2018)
Northern California Super Lawyers (2019-2023)
Northern California Super Lawyers, *Rising Star* (2009-2011)
Guardian of Justice Award, Bay Area Legal Aid (2015)

Professional Affiliations

American Association for Justice- Class Action Litigation Group
Consumer Attorneys of California
Law360- Consumer Protection, Editorial Advisory Board Member
National Civil Justice Institute- Fellow
Public Justice- Class Action Preservation Project

Publications and Presentations

Presenter, “Current Trends in Consumer Class Actions,” Class of Our Own: Litigating Women’s Summit, May 2023.

Presenter, “Consumer Class Actions,” Western Alliance Bank Class Action Law Forum, 2021 and 2022.

Presenter, “Nationwide Settlement Classes: The Impact of the Hyundai/ Kia Litigation,” National Consumer Law Center’s Consumer Rights Litigation Conference and Class Action Symposium, 2018.

Presenter, “One Class or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements,” 5th Annual Western CLE Program on Class Actions and Mass Torts, 2018.

Presenter, “The Right Approach to Effective Claims,” Beard Group- Class Action Money & Ethics, 2018.

Presenter, “False Advertising Class Actions: A Practitioner’s Guide to Class Certification, Damages and Trial,” The Bar Association of San Francisco, 2017.



Dave Stein | Partner

Dave Stein represents clients in federal and state cases nationwide, ranging from securities and financial fraud class actions, to product liability, privacy, and data breach suits. Courts have appointed Dave as lead counsel in a number of these cases and he has been praised by *Law360* as a tenacious litigator with a “reputation as one of the best consumer advocates around.”

The *Daily Journal* recognized Dave as one of the Top 40 attorneys in the state of California under the age of 40, and he was also honored in *Law360*'s nationwide list of “Top Class Action Attorneys Under 40.” For the last seven years, he has been rated by his colleagues as a Northern California Super Lawyers Rising Star.

Dave is frequently called upon to discuss emerging issues in complex litigation. He currently serves on *Law360*'s Product Liability Editorial Advisory Board, advising on emerging trends impacting product liability cases.

Before entering private practice, Dave served as judicial law clerk to U.S. District Court Judge Keith Starrett and U.S. Magistrate Judge Karen L. Hayes.

Reputation and Recognition by the Courts

Dave has built a reputation for the quality of his representation and tenacious advocacy on behalf of the clients and classes he represents:

“[T]his is an extraordinarily complex case and an extraordinarily creative solution... I [want to] thank you and compliment you gentlemen. It's been a real pleasure to work with you.”

- Hon. D. Carter, *Glenn v. Hyundai Motor America* (C.D. Cal.)

“You made it very easy to deal with this case and clearly your years of expertise have carried the day here. Nice work. Thank you.”

- Hon. M. Watson, *In re Am. Honda Motor CR-V Vibration Litig.* (S.D. Ohio)

“Exceedingly well argued on both sides. Sometimes people really know their stuff on both sides which is what happened today so thank you.”

- Hon. J. Tigar, *In re General Motors CP4 Fuel Pump Litig.* (N.D. Cal.)

Litigation Highlights

In re: Peregrine PFG Best Customer Accounts Litigation - Represented investors in a lawsuit against U.S. Bank and JPMorgan Chase arising from the collapse of Peregrine Financial Group, Inc. The former Peregrine customers were seeking to recover the millions of dollars that was stolen from them out of segregated funds accounts. Plaintiffs' efforts led to settlements with JPMorgan Chase and U.S. Bank worth over \$75 million.

Deora v. NantHealth –Lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company's initial public offering in 2016. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

LLE One v. Facebook – Represented small businesses who alleged that Facebook overstated, for over a year, how long users were watching video ads on Facebook's platform. After years of litigation, the federal court approved a \$40 million settlement for the class.

Paeste v. Government of Guam – Secured a judgment against the Government of Guam and several of its highest-ranking officials in a suit involving the government's unlawful administration of income tax refunds. Mr. Stein defended the judgment in an oral argument before the U.S. Court of Appeals for the Ninth Circuit, leading to a complete victory for the taxpayers in the published decision, *Paeste v. Government of Guam*, 798 F.3d 1228 (9th Cir. 2015)

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Practice Emphasis

Class Actions
Consumer Protection
Financial Fraud
Securities Litigation

Education

Emory University School of
Law, J.D., 2007
University of California at
Santa Barbara, B.A., 2003

Admissions

California

Edwards v. Ford Motor Co. – In a class action alleging that Ford sold vehicles despite a known safety defect, Mr. Stein twice argued plaintiff's position before the U.S. Court of Appeals for the Ninth Circuit. In the first appeal, Mr. Stein succeeded in obtaining a reversal of the trial court's denial of class certification. In the second, plaintiff again prevailed, with the Ninth Circuit affirming the conclusion that the lawsuit had driven Ford to offer free repairs, reimbursements, and extended warranties to the class.

In re: Hyundai Sonata Engine Litigation – Mr. Stein served as court-appointed co-lead counsel in this nationwide suit involving engine seizures at high speeds. The litigation led to a settlement that included nationwide vehicle recalls, extended warranties, and payments that averaged over three thousand dollars per class member.

Browne v. American Honda Motor Co., Inc. – Represented consumers who alleged that 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. A settlement ensued worth approximately \$25 million, with hundreds of thousands of class members electing to participate.

Awards & Honors

Northern California Super Lawyer (2023, 2021); Rising Star (2013-2020)
"2017 Top 40 Under 40," *Daily Journal*
Top Class Action Attorneys Under 40, *Law360* Rising Stars (2017)

Professional Affiliations

American Association for Justice
Consumer Attorneys of California
Federal Bar Association
Public Justice Foundation

Publications & Presentations

Moderator, "A View from the Bench II: Judicial Insights on Managing Complex Litigation and the Pandemic's Lasting Impact," *ABA Tort Trial & Insurance Practice Section, 2022 Motor Vehicle Product Liability Litigation Conference*, April 2022.

Presenter, "Class Damages," *AAJ Class Action Litigation Group*, June 2020.

Co-Author, "Recent Decision Highlights the Importance of Early Discovery in Arbitration," *Daily Journal*, May 2019.

Presenter, "Article III Standing in Data Breach Litigation," *AAJ Class Action Seminar*, December 2018.

Presenter, "Determining Damages in Class Actions," *Class Action Mastery Conference*, HB Litigation, May 2018.

Presenter, "Mass Torts and Class Actions: The Latest and Greatest, Update on Class Action Standing" *56th Annual Consumer Attorneys of California Convention*, November 2017.

Author, Third Circuit Crystallizes Post-Spokeo Standard, *Impact Fund Practitioner Blog*, July 2017.

Presenter, "Class Certification," "Class Remedies," *HB Litigation Conferences, Mass Tort Med School + Class Actions*, March 2017.

Co-Author, "Beware Intended Consequences of Class Action Reform, Too," *Law360 Expert Analysis*, March 14, 2017.

Author, *Wrong Problem, Wrong Solution: How Congress Failed the American Consumer*, 23 Emory Bankr. Dev. J. 619 (2007).



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Practice Emphasis

Class Actions

Employment Litigation

Education

University of California,
Berkeley School of Law, J.D.,
magna cum laude, 1996.

Yale University, B.A., *summa
cum laude*, *Phi Beta Kappa*.

Admissions

California

Steven Tindall | Partner

Steven Tindall represents employees seeking fair pay and just treatment in individual, representative, and class action lawsuits against employers. His cases involve allegations of misclassification, discrimination, sexual harassment, wrongful termination, retaliation, WARN Act, and ERISA violations. He has 25 years of experience representing employees in a variety of industries, including tech, gig economy, financial services, construction, transportation, and private education. Steven also represents consumers in class action litigation and individuals in mass tort personal injury lawsuits. He has been honored twice with the Daily Journal's California Lawyer Attorney of the Year ("CLAY") award: in 2023 for his involvement and success at trial against the City of San Diego on behalf of single-family residential customers challenging San Diego's unconstitutional water rates, and in 2019 for his work litigating before the California Supreme Court on behalf of low-income borrowers challenging CashCall's lending practices.

Steven clerked for Hon. Judith N. Keep of the United States District Court for the Southern District of California and for Hon. Claudia Wilken of the U.S. District Court for the Northern District of California. Prior to joining Gibbs Law Group, he was a partner at Rukin Hyland Doria & Tindall, and at Lieff Cabraser Heimann & Bernstein. At Rukin Hyland and Lieff Cabraser, he focused on plaintiffs' class action litigation in the fields of wage and hour and other employment law, antitrust, and consumer protection. Steven also litigated multiple mass tort personal injury and toxic tort cases.

Steven received his B.A. degree in English Literature from Yale University, graduating *summa cum laude*, Phi Beta Kappa, and with distinction in his major. He earned his J.D. degree from the University of California at Berkeley School of Law in 1996. While at Berkeley Law, Steven co-directed the East Bay Workers' Rights Clinic.

Litigation Highlights

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Steven was instrumental in challenging San Diego's asserted justifications for its unconstitutional water rates. The case is currently on appeal.

Key member of the litigation team achieving a \$24 million verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is currently on appeal.

Breach of Contract – As co-lead counsel, Steven helped recover over \$29 million on behalf of hundreds of employees in a class action lawsuit involving breach of contract claims against a global consulting company.

Retirement Benefits – Represented retirees whose retirement benefits were slashed after a corporate spinoff. The litigation resulted in a \$9 million recovery paid out to class members.

Gig Economy – Represents thousands of individual clients in multiple gig economy cases alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws.

Consumer Loans – Represents over 100,000 borrowers in a certified class action lawsuit against online lender, CashCall, alleging that they preyed on low-income borrowers through high-interest-rate loans. Steven was part of the litigation team that achieved a ruling from the Trial Court awarding \$245 million in restitution for class members, which defendant may appeal. Previously, Steven had helped achieve a unanimous ruling from the CA Supreme Court regarding the possible unconscionability of the loan contracts involved in the case.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award (2023, 2019)
Northern California Super Lawyers (2009-2023)

Publications & Presentations

Co-Author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 24, 2020.

Presenter, “Damages & Penalties in Exemption and Misclassification Cases,” Bridgeport Independent Contractor, Joint Employment Misclassification Litigation Conference, July 26, 2019.

Contributor, “Can Interest Rates be Unconscionable?” Daily Journal Appellate Report Podcast, July 6, 2018.

Co-Author, “Epic Systems and the Erosion of Federal Class Actions,” Law360 Expert Analysis, July 5, 2018.

Co-Author, “Senate Should Reject Choice Act and Its Payday Free Pass,” Law360 Expert Analysis, July 12, 2017.

Presenter, “Understanding and Litigating PAGA Claims,” Bridgeport Continuing Legal Education, March 3, 2017.

Contributing Author, California Class Actions Practice and Procedure, Matthew Bender & Co., Inc., 2006

Author, *Do as She Does, Not as She Says: The Shortcomings of Justice O'Connor's Direct Evidence Requirement in Price Waterhouse v. Hopkins*, Berkeley Journal of Employment and Labor Law, 17, No. 2, 1996.



Amy Zeman | Partner

Amy has built a reputation in the plaintiffs' bar for delivering results and justice to consumers and sexual assault survivors in class action and mass tort litigation. She secured a \$73 million settlement in 2021 from UCLA on behalf of sexual assault survivors who brought claims against gynecologist Dr. James Heaps and achieved an historic \$14.975 million dollar jury verdict as co-lead trial counsel on behalf of Pacific Fertility Center patients whose genetic material was destroyed in a catastrophic cryo-preservation tank failure. Media throughout the country have hailed the verdict as groundbreaking, and the Washington Post noted it as "a historic verdict that could have far-reaching consequences for the loosely regulated U.S. fertility industry."

The Daily Journal recognized Amy among the Top Women Lawyers in California for 2021 and the Top Plaintiff Lawyers in California for 2021, and Northern California Super Lawyers named her a 2021 Super Lawyer. *Law360* honored Amy as an MVP in Product Liability for 2021, and the National Law Journal named her a 2021 Winning Litigators finalist. In 2020, Amy was elected co-chair of the American Association for Justice's Class Action Litigation Group.

Amy currently represents clients in a variety of mass injury matters, including additional families in the Pacific Fertility Center matter, individuals harmed by the chemotherapy drug Taxotere (docetaxel), and individuals affected by the Porter Ranch/Aliso Canyon gas leak. She serves in a court-appointed leadership role in a mass action coordinating claims on behalf of 18,000 boys who suffered irreversible male breast growth after being prescribed the antipsychotic medication Risperdal. Amy has previously represented clients injured by transvaginal mesh, the birth control medications Yaz and Yasmin, and the diabetes drug Actos.

Prior to attending law school, Amy pursued a career in the financial sector, acting as the Accounting and Compliance Manager for the Marin County Federal Credit Union for almost seven years. Amy was a spring 2010 extern for the Honorable Marilyn Hall Patel of the United States District Court, Northern District of California.

Litigation Highlights

Mass Tort Litigation

Pacific Fertility Center Litigation – Amy served as co-lead trial counsel in a three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco's Pacific Fertility Center in 2018. The jury found the cryogenic tank manufacturer, Chart Inc., liable on all claims, and awarded \$14.975 million in aggregate damages to the five plaintiffs. Amy led the Gibbs Law Group team, which first filed the lawsuit in March 2018 with co-counsel, and represented dozens of PFC patients whose frozen eggs and embryos were harmed or destroyed as a result of the tank failure. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

In re Risperdal and Invega Product Liability Cases – appointed by a California judge to serve as liaison counsel, responsible for coordinating and overseeing the lawsuits filed on behalf of thousands of male children who took the popular antipsychotic drug Risperdal and suffered irreversible gynecomastia, or male breast growth.

Taxotere (Docetaxel) Products Liability Litigation – selected to serve on the discovery committee in this multi-district litigation on behalf of breast cancer survivors who suffered permanent, disfiguring hair loss after using the Taxotere chemotherapy drug.

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Practice Emphasis

Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower/ Qui Tam

Education

University of California
College of the Law, San
Francisco, J.D., *magna cum
laude*, 2010.
University of Missouri, B.A.,
summa cum laude, 1998.

Admissions

California
Florida

Yaz & Yasmin Birth Control Litigation – represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

Defective Product and Consumer Protection Litigation

Sanborn, et al. v. Nissan North America, Inc. – appointed as class counsel with Eric Gibbs and others. Obtained a settlement 11 days before trial was set to begin on claims that the dashboards in certain Nissan vehicles were melting into a shiny, sticky surface that produced a dangerous glare. The settlement allowed class members to obtain a \$1500-\$2000 dashboard replacement for just \$250, or equivalent reimbursement for prior replacements.

Chase Bank U.S.A., N.A. “Check Loan” Contract Litigation – key member of the litigation team in this multidistrict case alleging that Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. The litigation resulted in a \$100 million settlement eight weeks prior to trial.

Sugarman v. Ducati North America, Inc., - represented Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles’ fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, “The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court’s opinion, counsel obtained an excellent result for the class.”

Awards & Honors

Lawdragon 500 Leading Plaintiff Consumer Lawyers (2023)
Top Women Lawyers in California, Daily Journal (2023, 2021)
Winning Litigators Finalist, National Law Journal (2021)
Product Liability MVP, Law360 (2021)
Top Plaintiff Lawyers in California, Daily Journal (2021)
Northern California Super Lawyer (2021-2023); Rising Star (2013-2020)

Professional Affiliations

American Association for Justice - Co-Vice Chair of the Class Action Litigation Group; Past Co-Chair of the Qui Tam Litigation Group; Member of the Women Trial Lawyers Caucus
Consumer Attorneys of California

Select Publications & Presentations

Presenter, “Fighting the Sealing of Settlements,” AAJ Annual Convention, July 2023.

Presenter, “Trial Skills Workshop: Strategies for Cross Examination,” CAOC Sonoma Seminar, March 2023.

Presenter, “Fees in Class Action Cases,” and “Qui Tam Case Strategies,” Mass Tort Med School and Class Action Conference, March 2017.

Presenter, “Claims-processing in Large and Mass-Tort MDLs,” Emerging Issues in Mass-Tort MDLs Conference, Duke University, October 2016.

Presenter, “Best Practices in Law Firm Management,” American Association for Justice 2016 Winter Convention, Women’s Trial Lawyers Caucus Leadership Summit, February 2016.



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Practice Emphasis

Antitrust
Class Actions
Consumer Protection

Education

UCLA School of Law, J.D.,
2000
University of Pennsylvania,
B.A., with honors, 1996

Admissions

California

Josh Bloomfield | Counsel

Josh Bloomfield represents plaintiffs in class and other complex litigation, with particular experience in antitrust, consumer protection and data breach matters. He is a member of the California Bar and is admitted to practice before the United States District Courts for the Northern, Central and Southern Districts of California.

At Gibbs Law Group, Josh has been an advocate for borrowers who lost their homes to foreclosure during the financial crisis, individuals harmed by corporate misconduct related to the COVID-19 pandemic, and consumers and employees who have suffered the consequences of antitrust conspiracies.

During more than 20 years of practice, Josh has represented clients in a variety of civil, criminal and administrative matters - from a distinguished professor of aeronautics and astronautics in a National Science Foundation research misconduct investigation, to several Major League Baseball teams in player arbitrations. Josh also served as vice president and general counsel to an innovative business venture in the second-home alternative marketplace, offering investors direct participation in ownership of a portfolio of luxury vacation properties.

Litigation Highlights

Hernandez v. Wells Fargo Bank, N.A. – Represents a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million, resulting in significant compensation payments to each class member.

Disposable Contact Lens Antitrust Litigation – Represents a class of consumers in the Disposable Contact Lens Antitrust Litigation, which challenges a series of “minimum pricing” policies imposed by contact lens manufacturers. The suit alleges that consumers paid supracompetitive prices as a result of a conspiracy among optometrists, manufacturers and a distributor of disposable contact lenses.

In re Anthem, Inc. Data Breach Privacy Litigation – Represented interests of plaintiffs and putative class members following massive data breach of approximately 80 million personal records, including names, dates of birth, Social Security numbers, health care ID numbers, email and physical addresses, employment information, and income data.

Jiffy Lube Antitrust Litigation – Represents Jiffy Lube workers who were harmed by a “no-poach” policy whereby Jiffy Lube required its franchisees to agree not to solicit or hire current or former employees of other franchisees. The suit alleges that workers’ wages were suppressed by this restraint on the market for their labor.

Airbnb Host Class Action Lawsuit – Represents Airbnb hosts – in federal court and in individual arbitrations - who allege that Airbnb took advantage of the COVID-19 pandemic and seized funds that belonged to hosts while claiming that the money would be refunded to guests.



Parker Hutchinson | Counsel

Parker Hutchinson represents plaintiffs in class actions and other complex litigation, with extensive practice in the field of prescription drug product liability. Parker currently represents clients in multi district litigation including servicemembers who suffered hearing loss or tinnitus from defective 3M ear plugs and cancer survivors who suffered permanent disfiguring hair loss from the chemotherapy drug Taxotere. Prior to joining Gibbs Law Group, Parker wrote extensive briefing *In re Taxotere* as a member of the Plaintiffs' Law & Briefing Committee. In his appellate advocacy work, Parker has also achieved an expansion of the definition of "adverse employment action" under Title VII in an issue of first impression.

Parker is a 2009 graduate of Columbia Law School, where he was a leader at the Columbia Journal of European Law. During law school, Parker was a judicial extern with the Honorable Stanwood Duval, Jr. of the Eastern District of Louisiana. Before law school, Parker worked as a congressional staffer, a musician, and a writer. He involved himself closely in New Orleans's recovery following Hurricane Katrina, including the resurrection of progressive community radio station WTUL. He received his undergraduate degree, *cum laude*, from Tulane University in 2004.

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Education

Columbia Law School, J.D.,
2009

Tulane University, B.A., *cum
laude*, 2004

Admissions

New York
Louisiana



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Practice Emphasis

Class Actions
Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
1998

Wright State University, M.A.,
1995

The College of Wooster, B.A.,
with honors, 1993

Admissions

Ohio

Shawn Judge | Counsel

Shawn Judge focuses on class actions, mass torts, and other complex litigation matters. Shawn has been appointed Chair by a federal court to two pipeline compensation commissions, and he currently serves as Special Counsel for the Ohio Attorney General litigating claims against the five of the country's largest pharmaceutical companies alleging misrepresentations and deceptive marketing that caused the nation's current devastating current opioid crisis. He routinely serves as an invited speaker on civil litigation and mediation and is a former Ohio Bar Examiner.

Shawn is also an experienced mediator offering private mediation services for civil disputes. For over a decade, Shawn mediated cases for the U.S. District Court for the Southern District of Ohio as a judicial clerk. He received mediation training at the Harvard Negotiation Institute at Harvard Law School and the Straus Institute for Dispute Resolution at the Pepperdine University School of Law.

Previously, Shawn has served as a judicial clerk for the U.S. District Court for the Southern District of Ohio, the Supreme Court of Ohio, and Ohio's Ninth District Court of Appeals. He has previously served as adjunct professor at The Ohio State Second University Moritz College of Law, Ohio Northern University Pettit College of Law, and Capital University Law School. Shawn received his B.A. with honors from The College of Wooster, holds an M.A. in English from Wright State University, and received his J.D. with honors from The Ohio State University Moritz College of Law.

Awards & Honors

Ohio Super Lawyer (2021, 2023)

Professional Affiliations

Co-Chair, Class Actions/Consumer Law, Central Ohio Association for Justice
Ohio Mediation Association
Ohio Association for Justice
National Civil Justice Institute
American Association for Justice
Columbus Bar Association
Ohio State Bar Association
Federal Bar Association
American Bar Association

Litigation Highlights

State of Ohio ex rel. Dave Yost, Ohio Attorney General v. Purdue Pharma L.P.:

Represents the State of Ohio in litigation alleging that the six major manufacturers of prescription opioids created a public nuisance, which caused billions of dollars in damages to the state and its citizens. The litigation is ongoing.

Eaton v. Ascent Resources – Utica, LLC: Represents a class and sub-classes of oil and gas lessors with leases with Ascent Resources – Utica, LLC. Plaintiffs claim that Ascent takes improper post-production deductions from their royalty payments that are either not allowed under their contracts or are unreasonable in amount. On August 4, 2021, the Court granted class certification in the case, which marks one of the first cases of a court certifying an Ohio class action regarding the underpayment of oil and gas royalties. The lawsuit is ongoing.



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Practice Emphasis

Sexual Assault

Education

University of California
College of the Law, San
Francisco, J.D., 2001

University of California at Los
Angeles, B.A., 1995

Admissions

California

Micha Star Liberty | Of Counsel

Micha Star Liberty is a nationally recognized trial attorney dedicated to representing individuals who have been injured or abused, including survivors of sexual abuse. With more than twenty years of experience, Micha has been widely recognized for her achievements, receiving numerous awards including Top 100 Women Lawyers in California, Top 100 High Stakes Litigators, and Top Plaintiff Lawyers in California. In 2018, Micha was honored with the Woman Advocate of the Year award for her work on legislation and prosecuting numerous cases in support of the #MeToo movement. In 2015, the Consumer Attorneys of California recognized Micha as Street Fighter of the Year for holding the Contra Costa County School District accountable in a child sexual abuse case.

Micha also contributes to the legal profession in leadership and has served as past president of Consumer Attorneys of California, Western Trial Lawyers, and Alameda-Contra Costa Trial Lawyers, as well as past vice president of the State Bar of California. Micha is a frequent lecturer and published author on legal topics, focusing much of her public speaking on trial practice, discovery techniques, the importance of mentoring, and best practices for opening a law office and law office management. Micha is also a certified mediator with over 40 hours of training, and she has performed private mediations as well as mediations for the Contra Costa Superior Court with a trauma-informed perspective.

Micha has worked at the White House (Clinton Administration) and for two Members of Congress: for U.S. Representative Mel Watt, from North Carolina, and for U.S. Representative Anna Eshoo. While in law school, Micha served as a judicial extern to Senior United States District Court Judge Thelton E. Henderson.

Professional Affiliations

Alameda-Contra Costa Trial Lawyers Association, Past President

American Association for Justice, Board of Governors, Co-Chair Sexual Assault Litigation Group

Consumer Attorneys of California, Past President, Past Diversity Committee Co-Chair, Past Chair New Lawyers Caucus

Continuing Education of the Bar

Western Trial Lawyers Association, Past President



Rosanne Mah | Counsel

Rosanne Mah represents consumers in complex class action litigation involving deceptive or misleading practices, false advertising, and data/privacy issues. She is a member of the California Bar and is admitted to practice before the United States Court of Appeals for the Ninth Circuit and the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California.

Rosanne is integrally involved in the discovery and client outreach process for the Boy Scouts of America Lawsuits, where she represents sexual abuse survivors who were abused by leaders and other affiliates within the organization. She is also involved in communicating with potential class representatives and clients for both the Toxic Baby Food lawsuit, alleging that certain baby food manufacturers were selling products containing poisonous heavy metals, and the Midwestern Pet Food lawsuit alleging that over 70 dogs have died after eating food contaminated with dangerous levels of aflatoxin, a mold toxin.

Rosanne has 15 years of experience in providing the highest level of legal representation to individuals and businesses in a wide variety of cases. Throughout her career she has specialized in consumer protection, defective products, cybersecurity, data privacy, and employment law at several law firms, all while running her own practice. Rosanne attended the University of San Francisco, School of Law, during which she was a judicial extern with the Honorable Anne Bouliane of the San Francisco Superior Court.

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Practice Emphasis

Class Actions

Consumer Protection

Education

University of San Francisco
School of Law, J.D., 2005

University of California at
Santa Cruz, B.A., 1995

Admissions

California



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Practice Emphasis

Class Actions
Mass Personal Injury

Education

University of California, Davis
King Hall School of Law, J.D.,
1995

Colorado State University,
B.A., 1989

Admissions

California

Karen Barth Menzies | Of Counsel

Karen is a nationally recognized mass tort attorney with more than twenty years of experience in federal and state litigation. Courts throughout the country have appointed Karen to serve in leadership positions including Lead Counsel, Liaison Counsel and Plaintiff Steering Committee in some of the largest pharmaceutical and device mass tort cases. Karen currently serves in leadership positions in the Taxotere Litigation (federal court), Zolof Birth Defect Litigation (federal and California state courts), Transvaginal Mesh Litigation (federal and California state courts), Fosamax Femur Fracture Litigation (California state court), Lexapro/Celexa Birth Defect Litigation (Missouri state court).

Karen is particularly focused on women's health issues and sexual abuse claims, including a current Boy Scouts of America sexual abuse lawsuit investigation involving claims of abuse by scoutmasters, troop leaders and other adults affiliated with the Boy Scouts of America. She also represents women suffering permanent baldness following breast cancer chemotherapy treatments with Taxotere, and children who experienced severe side effects after taking the widely prescribed medication Risperdal. Karen believes in advocating for the victims who've been taken advantage of, and helping to ensure drug safety in the face of profit-driven corporations that hide the risks of their products. She has testified twice before FDA advisory boards as well as the California State Legislature on the safety concerns regarding the SSRI antidepressants and the manufacturers' misconduct. She has also advised victim advocacy groups in their efforts to inform governmental agencies and legislative bodies of harms caused by corporations.

Karen frequently publishes and presents on issues involving drug safety, mass tort litigation, FDA reform and federal preemption for both legal organizations (plaintiff and defense) and medical groups.

Awards & Honors

AV Preeminent® Peer Review Rated by Martindale-Hubbell

Best Lawyers in America, Personal Injury Litigation (2013, 2018, 2021-2023)

Individual Recognition Chambers USA: Product Liability Plaintiffs (2020)

Southern California Super Lawyer (2004-2023)

Lawyer of the Year by *Lanier's Weekly USA* (2004)

California Lawyer of the Year by *California Lanier* magazine (2005)

Consumer Attorney of the Year Finalist by CAOC (2006)

Professional Affiliations

American Association for Justice, Co-Chair, Taxotere Litigation Group

Consumer Attorneys of California

Consumer Attorneys of Los Angeles

American Bar Association (appointed member of the Plaintiffs' Task Force)

Women En Mass

The Sedona Conference (WG1, Electronic Document Retention and Production)

The National Trial Lawyers

National Women Trial Lawyers Association

LA County Bar Association

Women Lawyers Association of Los Angeles

Select Publications & Presentations

Author, “Prepping for the Prescriber Deposition,” Trial Magazine, American Association for Justice, January 2020.

Presenter, “Deposing the Treating/ Prescribing Physician, Learned Intermediary, the One Potentially Fatal Fact Witness,” American Association for Justice Convention: Discovery and Litigation Strategies for Drug and Device Cases, February 2019.

Presenter, “A Funny Thing Did Happen on the Way to the Forum: Navigating the New Landscape of Personal Jurisdiction Challenges,” ABA Section of Litigation 2019 Environmental & Energy, Mass Torts, and Products Liability Litigation Committees’ Joint CLE Seminar, March 2018.

Presenter, “Federal and State Court Coordination of Mass Tort Litigation: Navigating State Court vs. Multidistrict Litigation, Mass Torts Made Perfect Conference, October 2018.

Presenter, “Taxotere Litigation: Federal MDL 2740, New Orleans and State Court Jurisdictions, Mass Torts Made Perfect Conference, October 2018.

Presenter, “505(b)(2) Defendants – The Non-Generic Alternative; Social Media and Support Groups; Settlement Committees,” AAJ Section on Torts, Environmental and Product Liability (STEP): On the Cutting Edge of Torts Litigation, July 2018.

Presenter, “Location, Location, Location Part II: State Court Consolidations,” AAJ Mass Torts Best Practices Seminar, July 2017.

Presenter, “Personal Jurisdiction in Mass Torts and Class Actions: Bristol-Myers Squibb Co. v. Superior Court (Cal. 2016),” Mass Torts Judicial Forum with Judge Corodemus and JAMS, April 2017.

Author, “Bringing the Remote Office Closer,” Trial Magazine, American Association for Justice, March 2017.



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Practice Emphasis

Class Actions
Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
2003

The Ohio State University,
B.A., *summa cum laude*,
2000

Admissions

Ohio

Mark Troutman | Counsel

Mark Troutman is dedicated to protecting consumers against corporate misdeeds and has led class action efforts across the country. Mark has been appointed to leadership roles in many of his complex litigation cases, and he currently serves as Special Counsel for the Ohio Attorney General in bringing claims against five of the country's largest pharmaceutical companies alleging misrepresentations and deceptive marketing that have caused the nation's current devastating opioid crisis.

As lead counsel in a consumer class action against Porsche, Mark achieved a \$45 million settlement for the class. Previously, Mark has been lead counsel in a consumer class action against a fitness chain, and co-lead counsel in a class action claiming improper deductions from royalty payments to lessors of a major oil and gas operator.

Before joining Gibbs Law Group, Mark co-led the class action practice group of a leading Ohio firm. Mark has been honored as a top plaintiff-side Class Action Litigator by the Best Lawyers in America and as a Rising Star by Ohio Super Lawyers. He has co-authored the leading guide on Ohio Consumer Law for more than 10 years and he continues to help advance the Ohio plaintiffs' bar as a member of the Ohio Association for Justice.

Professional Affiliations

Co-Chair, American Association for Justice's Class Action Law Group

2nd Year Director and Co-Chair, Class Actions/Consumer Law, Central Ohio Association for Justice

American Association For Justice, Political Action Committee, Evergreen Committee and Judiciary Committee

Ohio Association for Justice, AAJ Delegate

Public Justice Foundation

Ohio State Bar Association

Columbus Bar Association

Litigation Highlights

State of Ohio ex rel. Dave Yost, Ohio Attorney General v. Purdue Pharma L.P.:

Represents the State of Ohio in litigation alleging that the six major manufacturers of prescription opioids created a public nuisance, which caused billions of dollars in damages to the state and its citizens. The litigation is ongoing.

In re Porsche Cars North America, Inc. Coolant Tubes Product Liability Litigation:

Represented a class of nearly 50,000 Porsche Cayenne vehicle owners alleging that Porsche defectively designed its 2003-2010 model year vehicles with plastic coolant tubes, which due to their positioning, would prematurely wear them down from the vehicle's heat and require costly repairs. The settlement compensated class members for a significant portion of the repair costs, with an estimated settlement value of more than \$40 million.

Gascho v. Global Fitness Holdings: Represented a class and sub-classes of current and former gym members alleging that the Urban Active gym chain took excessive and/or unauthorized fees from gym members, which were not included in class members' contracts or in violation of state law. The settlement reimbursed class members for the improper charges to their accounts.

Eaton v. Ascent Resources – Utica, LLC: Represents a class and sub-classes of oil and gas lessors with leases with Ascent Resources – Utica, LLC. Plaintiffs claim that Ascent takes improper post-production deductions from their royalty payments that are either not allowed under their contracts or are unreasonable in amount. On August 4, 2021, the Court granted class certification in the case, which marks one of the first cases of a court certifying an Ohio class action regarding the underpayment of oil and gas royalties. The lawsuit is ongoing.



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Education

Texas A&M University
School of Law, J.D., 2016

Colorado Technical
University, B.S., *with honors*

Admissions

Texas

Brian Bailey | Associate

Brian represents clients who have been harmed by corporate misconduct in complex litigation including employment discrimination, personal injury, data breach and consumer protection cases. He represents people who were injured and lost homes or businesses in our PG&E wildfire cases.

Prior to Gibbs Law Group, Brian worked at the Federal Labor Relations Authority in Dallas, Texas where he conducted investigations on federal unfair labor practices and coordinated federal union elections. Previously, Brian represented a high volume of disabled individuals in administrative hearings.

Brian is a 2016 graduate of Texas A&M University School of Law, where he served as the president of the TAMU Black Law Student Association. During law school, he interned for the Honorable Justice Ken Molberg when he was District Judge at the 95th Texas Civil District Court and served as a research assistant for Professors Michael Z. Green and Sahar Aziz. Prior to law school, Brian worked as an international flight attendant at United Airlines and volunteered as an Occupational Injury Representative at the Association of Flight Attendants, Local Council 11 in Washington D.C. Brian holds a B.S. with honors in business administration from Colorado Technical University.

Awards & Honors

AAJ Leadership Academy – Graduate, Diversity & Inclusion Committee, Class of 2022

Professional Affiliations

L. Clifford Davis Legal Association

The International Legal Honor Society of Phi Delta Phi

The American Constitution Society for Law & Policy

Texas Young Lawyers Association

State Bar of Texas, member of the following Sections:

African-American Lawyers (AALS)

Consumer and Commercial Law

Labor and Employment Law

LGBT Law



Erin Barlow | Associate

Erin is a zealous advocate for survivors of sexual assault as well as consumers who have been harmed by corporate wrongdoing. She also has experience advocating for California wildfire victims, as well as fighting for individuals who suffered injuries from using defective drug and medical devices.

Erin is a 2021 graduate, *cum laude*, of the University of California College of the Law, San Francisco. In law school, she served as Senior Acquisitions Editor for the UC Law Environmental Journal. She also was a Certified Law Student in the Individual Representation Clinic where she successfully appealed an adverse Social Security determination and got an individual's prior criminal convictions expunged. Erin received CALI awards for receiving the highest grade in Legal Research and Writing and in Environmental Justice and the Law. She received her undergraduate degrees in Politics and Marine Biology from the University of California Santa Cruz in 2014.

Presentations and Articles

Author, "Unprecedented Marine Biodiversity Shifts Necessitate Innovation: The Case for Dynamic Ocean Management in the UN High-Seas Conservation Agreement the Presenter, "Unpacking Public Interest Law," 27 Hastings Env'tl L.J. 121, 2021

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Education

University of California College
of the Law, San Francisco, J.D.,
cum laude, 2021
University of California at Santa
Cruz, B.A. and B.S., 2014

Admissions

California



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Education

Seattle University School of Law, J.D., *summa cum laude*, 2020

University of Washington, B.A., 2015

Admissions

Washington
New York

Emily Beale | Associate

Emily Beale represents individuals and consumers harmed by financial fraud and corporate misconduct in complex class actions.

Prior to joining Gibbs Law Group, Emily clerked for the Honorable Benjamin H. Settle in the Western District of Washington.

Emily is a 2020 graduate, *summa cum laude*, of Seattle University School of Law, where she graduated first in her class. During law school, Emily advocated for incarcerated and accused individuals at the Fred T. Korematsu Center for Law and Equity in its Civil Rights Clinic. Emily aided in the Korematsu Center's amicus brief to the Washington State Supreme Court on the unconscious bias associated with the use of restraints on incarcerated criminal defendants, which resulted in a unanimous decision prohibiting such practices in Washington state. *See State v. Jackson*, 195 Wash.2d 841 (2020).

While in law school, Emily served as Managing Editor for the Seattle University Law Review and on the Moot Court Board. She represented Seattle University at a regional National Moot Court Competition and received eight CALI awards for highest grade. Emily received her undergraduate degree in Law, Societies, and Justice with a minor in French from the University of Washington in 2015.

Presentations and Articles

Author, "Unfair-but-not-Deceptive: Confronting the Ambiguity in Washington State's Consumer Protection Act," 43 Seattle U. L. R. 1011 (2020)



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Education

University of California,
Berkeley Law, J.D., *Order of
the Coif*, 2015

University of California at
Berkeley, B.A., *Phi Beta
Kappa*, 2008

Admissions

California

Aaron Blumenthal | Associate

Aaron Blumenthal represents employees, whistleblowers, and consumers in complex and class action litigation. He is a member of our California whistleblower attorney practice group.

Aaron attended law school at the University of California at Berkeley, where he graduated *Order of the Coif*, the highest level of distinction. While in law school, Aaron wrote an article about class action waivers that was published by the California Law Review, one of the top law reviews in the country. He also served as a research assistant to Professor Franklin Zimring, who described Aaron in the acknowledgements section of one of his books as a “statistical jack-of-all-trades.”

Litigation Highlights

In Re Anthem, Inc. Data Breach Litigation – represented consumers whose personal information was impacted by the Anthem data breach, which was announced in 2015 as affecting nearly 80 million insurance customers. The case resulted in a \$115 million settlement, which offered extended credit monitoring to affected consumers.

LLE One v. Facebook – key member of the litigation team representing video advertisers in a putative class action against Facebook alleging that the company inflated its metrics for the average time users spent watching video ads, causing the plaintiffs to spend more for video advertising on Facebook than they otherwise would have.

JPMorgan Chase Litigation – represented a class of mortgage borrowers against JPMorgan Chase, alleging that the bank charged them invalid “post-payment interest” when they paid off their loans. The case resulted in an \$11 million settlement.

Awards & Honors

Rising Star, Northern California Super Lawyers, 2018-2023

Presentations and Articles

Presenter, “Impact of the Viking River Cruises Ruling on PAGA and Mass Arbitrations,” Simpluris Podcast, October 2022

Author, “Why Justices’ PAGA Ruling May Not Be Real Win For Cos.,” Law360 Employment Authority, July 2022

Co-author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 2020

Co-author, “In the Breach,” Trial Magazine, American Association for Justice, September 2017

Author, “Winning Strategies in Privacy and Data Security Class Actions: The Plaintiffs’ Perspective,” Berkeley Center for Law & Technology, January 2017

Author, “Circumventing Concepcion: Conceptualizing Innovative Strategies to Ensure the Enforcement of Consumer Protection Laws in the Age of the Inviolable Class Action Waiver,” 103 Calif. L. Review 699, 2015

Author, “Religiosity and Same-Sex Marriage in the United States and Europe,” 32 Berkeley J. Int’l. L. 195, 2014.



Delaney Brooks | Associate

Delaney Brooks represents plaintiffs in class action lawsuits, primarily in cases alleging hidden fees and product defects.

Delaney graduated from the University of California, Berkeley School of Law in 2022. While there, Delaney was a member of Berkeley Law's Moot Court team, where she and her teammates were regional champions at the 2021 National Appellate Advocacy Competition. As a teaching assistant to Professor Patricia Hurley, Delaney helped first-year law students hone their legal writing and advocacy skills. Delaney pursued pro bono work throughout law school, assisting juvenile boys incarcerated in Contra Costa County through the Youth Advocacy Project, and later by researching litigation strategies to curb gun violence with the Gun Violence Prevention Project. Delaney earned awards for receiving the highest grade in Appellate Advocacy, Consumer Protection Law, and a Consumer Litigation seminar. Delaney also served on the board of Berkeley Law's Consumer Advocacy and Protection Society and worked as a judicial extern for the Honorable William H. Alsup, Northern District of California.

Delaney received her undergraduate degree from Northwestern University in 2016, with a major in Psychology and a minor in Legal Studies. Prior to law school, Delaney worked in marketing at a major financial services company, giving her insider knowledge of the challenges consumers face in accessing credit.

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Education

University of California,
Berkeley School of Law, J.D.,
2022

Northwestern University, B.A.,
2016

Admissions

California



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Education

University of California College
of the Law, San Francisco, J.D.,
cum laude, 2014
University of California at
Berkeley, B.A., 2009

Admissions

California

Kyla Gibboney | Associate

Kyla represents consumers, employees, investors, and others who have been harmed by corporate misconduct. She prosecutes a wide range of complex class action cases, including antitrust, securities, consumer protection, financial fraud, and product defect across a variety of industries. In 2023, she won the California Attorney Lawyer of the Year Award, which recognizes outstanding California lawyers “whose extraordinary work and cases had a major impact on the law.”

Kyla is a vital member of the team prosecuting the firm’s financial fraud lawsuits against GreenSky, a financial technology company that facilitates consumer loans for construction projects and medical procedures. As part of her work on that case, she helped defeat GreenSky’s motions to dismiss borrowers’ complaints that GreenSky charges unlawful fees and attempts to force borrowers to pursue their claims in arbitration instead of in court. Kyla also has extensive experience litigating antitrust class actions. She currently represents cattle ranchers in *In re Cattle Antitrust Litigation*, a lawsuit challenging the country’s largest beef purchasers’ method for setting prices for fed cattle, and has worked on several pharmaceutical lawsuits that challenged reverse payment patent settlements, a practice in which brand pharmaceutical companies pay generic would-be competitors to stay out of the market, resulting in higher drug prices.

Kyla is a 2014 graduate of the University of California College of the Law, San Francisco, where she was an extern with the United States Department of Justice’s Antitrust Division and for Magistrate Judge Kandis A. Westmore and California Court of Appeal Justice Sandra Margulies. During law school, Kyla was also a law clerk for the Anti-Predatory Lending group of Community Legal Services in East Palo Alto, where she fought for economic justice for low-income borrowers and homeowners in East Palo Alto, and volunteered with the General Assistance Advocacy Project in San Francisco.

Litigation Highlights

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. The case is currently on appeal.

Key member of the litigation team achieving a \$24 million verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is currently on appeal.

Bowen v. Porsche Cars North America, Inc. – Represents a proposed class of Porsche owners who allege a faulty software update has caused permanent damage to their cars’ radio and infotainment system, including a “near-continuous reboot cycle,” constant static noise, and drainage to the car battery. A Georgia federal judge allowed the case’s innovative digital trespass claims to proceed after partially denying Porsche’s motion to dismiss.

GreenSky Litigation – Key member of the team representing consumers who took out loans for home maintenance repairs and were charged hidden fees by GreenSky, Inc.

Deora v. NantHealth – Represented investors who alleged that NantHealth’s founder violated federal securities law and artificially inflated stock prices by structuring a purportedly philanthropic donation to the University of Utah to require the University to pay NantHealth \$10 million for research services. Kyla gathered the evidence necessary to come to a settlement in the case, which included interrogating several key fact witnesses.

LLE One v. Facebook – Part of the team representing advertisers who accused Facebook of inflating its viewership metrics by as much as 900% when selling its ad services. The lawsuit resulted in a \$40 million settlement for the class, and Kyla helped to oversee settlement distribution to over 1 million individuals and entities.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023)
Rising Star, *Northern California Super Lawyers* (2018-2023)

Professional Affiliations

American Association for Justice
California Lawyers Association, Antitrust and Unfair Competition Law Section, Executive
Committee
National Civil Justice Institute



Julia Gonzalez | Associate

Julia works with employees who have faced discrimination, misclassification, wage and hour violations, and other workplace injustices, advocating for their rights in individual and class cases. She is also a member of the litigation team in our Washington State Voter Discrimination lawsuit, working to combat voter suppression and to ensure equal access to the democratic process.

Julia is a 2021 graduate of the University of California, Berkeley, School of Law. In law school, she was an Articles Editor and Executive Editor for the Berkeley Journal of Employment and Labor Law, the leading law review for employment and labor law scholarship. She twice competed in the Traynor Moot Court competition, where her team received the award for Best Brief in 2020. Julia was a member of the Consumer Advocacy and Protection Society and received the American Jurisprudence Award in Consumer Protection Law. She also provided direct legal services through the Workers' Rights Clinic and the Tenants' Rights Workshop. Julia received her undergraduate degree, *cum laude*, in Sociology from Yale University in 2013, and spent the year between college and law school as a full-time volunteer at the St. Francis Center, a multi-service non-profit in the North Fair Oaks neighborhood of Redwood City.

Litigation Highlights

Postmates Driver Misclassification – Represents hundreds of gig economy workers in legal actions alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws.

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Education

University of California at
Berkeley, J.D., 2021
Yale University, B.A., *cum
laude*, 2013

Admissions

California



Hanne Jensen | Associate

Hanne Jensen represents plaintiffs in class action and complex litigation involving consumer protection, workers' rights, products liability, privacy law, and constitutional law.

Hanne graduated from the University of California, Berkeley, School of Law in 2020. While in law school, Hanne served as the Senior Notes editor for the California Law Review, an executive editor for the Berkeley Journal of Employment and Labor Law, and a co-Editor-in-Chief of the Berkeley Journal of Gender, Law, and Justice. As a member of the Consumer Advocacy and Protection Society, Hanne contributed public comments to the Federal Trade Commission and Federal Deposit Investment Corporation concerning rules that affect consumers' financial rights, and helped draft an amicus brief for the Berkeley Center of Consumer and Economic Justice supporting mortgage applicants who had been wrongfully denied loans by an error in an AI underwriting servicer. Hanne also served as a research assistant for Professor Catherine Fisk's work on teachers' strikes and Professor Andrew Bradt's work on personal jurisdiction in complex litigation, as well as an oral advocacy teaching assistant for Professor Cheryl Berg. Prior to joining Gibbs Law Group, Hanne clerked for the Honorable Chief Judge Miranda M. Du in the District of Nevada in her beautiful hometown of Reno, Nevada.

Hanne received her undergraduate degree with majors in English and Philosophy from Whitman College, *magna cum laude*. At Whitman, Hanne was a member of Phi Beta Kappa and served as the co-Editor-in-Chief of the literary magazine *blue moon*. Prior to law school, Hanne was a Fulbright English Teaching Assistant in Germany.

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Education

University of California at
Berkeley (Berkeley Law), J.D.,
2020

Whitman College, *magna cum
laude*, B.A., 2014

Admissions

California



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Education

Northwestern University School of Law, J.D., *magna cum laude*, 2015
Northwestern University Graduate School, Ph.D., 2015
Brandeis University, B.A., *summa cum laude*, *Phi Beta Kappa*, 2006

Admissions
California

Jeff Kosbie | Associate

Jeff Kosbie represents workers and consumers in class actions and other complex lawsuits involving data breaches and consumer privacy, employment law, and other corporate misconduct. He previously worked as a staff attorney in the United States Court of Appeals for the Ninth Circuit (2017-2018) and served as a Multidistrict Litigation Law Clerk to the Judges Lucy Koh, Beth Freeman, and Edward Davila of the Northern District of California (2018-2019).

Jeff serves as Treasurer of Bay Area Lawyers for Individual Freedom (“BALIF”), the nation’s oldest association of lesbian, gay, bisexual and transgender (LGBTQI) persons in the field of law, and he is on the board of the BALIF Foundation. He was also selected to serve on the California Lawyers Association Litigation Section Executive Committee. He has published multiple articles in law reviews related to the history of LGBTQ rights. Jeff is a 2015 graduate, *magna cum laude*, of Northwestern University School of Law and Northwestern University Graduate School where he received a J.D. and a Ph.D. in Sociology. While in law school, Jeff served as an Articles Editor of the Northwestern Journal of Law and Social Policy. He received his undergraduate degree, *summa cum laude*, *Phi Beta Kappa*, in Sociology from Brandeis University in 2006.

Awards & Honors

Best Lawyers in America: Ones to Watch, 2023-2024
Rising Star, Northern California Super Lawyers, 2021-2023
Best LGBTQ+ Lawyers Under 40, LGBT Bar Association, 2021
Unity Award, Minority Bar Coalition, 2019

Professional Affiliations

American Association for Justice
Bay Area Lawyers for Individual Freedom, Co-chair
BALIF Foundation, Board
California Lawyers Association, Litigation Section Executive Committee
Consumer Attorneys of California
Justice and Diversity Center of the Bar Association of San Francisco, Board Member

Select Presentations and Articles

Presenter, “Navigating Complex Diversity, Equity and Inclusion Issues in a Rapidly Changing Environment”; Organizer, “Core Skills: Jury Selection”; CLA Litigation & Appellate Summit, May 2023.

Presenter, “An Important Discussion re Civil Rights: Racism, Diversity, Equity, and Inclusion while Surviving COVID-19,” California Lawyers Association Litigation and Appellate Summit, May 2021.

Presenter, “LGBTQ+ Employment Discrimination Claims in Practice,” BALIF CLE Series, February 2021.

Author, “Overdue Protection for LGTBQ Workers,” Trial Magazine, American Association for Justice, September 2020.

Author, “How the Right to be Sexual Shaped the Emergence of LGBT Rights,” 22 U. Pa. J. Const. L. 1389, August 2020.

Author, “Donor Preferences and the Crisis in Public Interest Law,” 57 Santa Clara L. Rev. 43, 2017.

Author, “(No) State Interests in Regulating Gender: How Suppression of Gender Nonconformity Violates Freedom of Speech,” 19 Wm. & Mary J. Women & L. 187, 2013.



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Education

Seattle University School of Law, J.D., 2014
Bates College, B.A., 2010

Admissions

California

Ashleigh Musser | Associate

Ashleigh represents consumers and employees in class actions and mass arbitration involving consumer protection and employment law. She litigates complex cases involving misclassification, discrimination, and wage and hour claims brought under state law, including under the Private Attorneys General Act (PAGA). She currently represents thousands of gig economy workers in legal actions alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws. Ashleigh is a proficient Spanish speaker and has experience representing and working with Spanish-speaking clients.

Ashleigh previously worked at a litigation firm in San Francisco, representing clients in criminal and civil proceedings, with an emphasis in personal injury, real estate, and wrongful death claims. More recently, she counseled and represented plaintiffs in individual and representative labor and employment matters at a boutique law firm in San Francisco. She has extensive experience protecting the rights of employees in cases involving California Labor Code violations, California Family Rights Act violations, and violations of the California Fair Employment and Housing Act, which includes representing plaintiffs with sexual harassment, disability and pregnancy discrimination, and retaliation claims.

Ashleigh is a 2014 graduate of Seattle University School of Law, where she served as the treasurer of the Moot Court Board, and as a chair of the International Law Society. During her time in law school, Ashleigh externed at the AIDS Legal Referral Panel of San Francisco, and subsequently volunteered as a licensed lawyer, where she represented clients facing eviction, and researched issues including the impact lump sum payments have on Section 8, the Housing Choice Voucher Program. As a law student, Ashleigh studied abroad at the University of Witwatersrand in Johannesburg, South Africa, focusing on how businesses adversely impact human rights, primarily in African countries. Ashleigh further diversified her legal experience by becoming a licensed to practice intern in Washington State, allowing her to practice law as a law student for the City Prosecutor's Office. In this role, she had to balance defending the City with the rights of the individuals that came before her in court.

Awards & Honors

Rising Star, Northern California Super Lawyers (2021-2023)

Professional Affiliations

California Employment Lawyers Association
San Francisco Trial Lawyers Association

Presentations and Articles

Author, "The Estrada decision on review: What to do with "unmanageable" PAGA claims?"
Daily Journal, July 2022



Wynne Tidwell | Associate

Wynne Tidwell works with consumers harmed by corporate wrongdoing and survivors of sexual assault.

Wynne graduated from the University of California, Berkeley School of Law in 2022. In law school, she served as an Editor for the California Law Review and received a Public Interest and Social Justice Certificate. Wynne also directly advocated for veterans affected by military sexual assault or experiencing homelessness through the Veterans Law Practicum.

Additionally, she externed for the District Court for the District of Columbia and for the Consumer Protection Section of the Office of the California Attorney General.

Wynne received her undergraduate degree in Government from the College of William & Mary in 2017 with highest honors. Before law school, Wynne worked in public policy and communications in Washington, D.C.

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Education

University of California,
Berkeley School of Law, J.D.,
2022

College of William & Mary, B.A.,
summa cum laude, 2017

Admissions

California



Zeke Wald | Associate

Zeke is dedicated to representing plaintiffs in class action and complex litigation concerning consumers' and workers' rights, products liability, privacy law, and constitutional law. In 2023, he won the California Lawyer Attorney of the Year Award, which recognizes outstanding California lawyers "whose extraordinary work and cases had a major impact on the law."

Zeke graduated from the University of California, Berkeley School of Law in 2021, where he was an Articles editor for the California Law Review, a research assistant for Professor Sean Farhang's work on complex litigation, and an advocate with the East Bay Community Law Center's Community Economic Justice clinic. Zeke also co-founded the Law and Political Economy society, which focuses on bringing students deeper into critical legal theory, and served as a leader of Berkeley's Gun Violence Prevention Project, an organization that supported the Giffords Law Center and the Brady Center's national, state, and local litigation efforts and policy advocacy on behalf of survivors of gun violence.

Zeke received his undergraduate dual degrees in Economics and Psychology from the University of California, Santa Barbara with highest honors. Prior to law school, Zeke worked for a tech startup dedicated to providing consumers with access to objective, unbiased information about products and services, and as a legal secretary at a family law firm focusing on complex parentage and custody cases and assisted reproduction law.

Litigation Highlights

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Zeke was a member of the trial team at the remedies stage and is part of the appellate team defending the Court's judgment in favor of the class. The case is currently on appeal.

Key member of the litigation team achieving a \$24 million verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is currently on appeal.

In re: 3M Combat Arms Earplug Products Liability Litigation – This multi-district litigation concerns allegations that 3M's dual-ended Combat Arms earplugs were defective and caused servicemembers and civilians to develop hearing loss or tinnitus. Zeke is a member of the team supporting the Law, Briefing, and Legal Drafting Committee.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023)

Presentations and Articles

Author, "Election Law's Efficiency-Convergence Dilemma," October 2020

Author, "Driving in the Rearview: Looking Forward by Looking Back," The Law and Political Economy Society at Berkeley Law Blog, March 2020

Author, "The Efficient Administration of Elections: How Competing Economic Principles Have Overtaken the Law of Democracy," The Law and Political Economy Society at Berkeley Law Blog, November 2019

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Education

University of California at
Berkeley, Berkeley Law, J.D.,
2021

University of California at Santa
Barbara, B.A., highest honors,
2016

Admissions

California



Tayler Walters | Associate

Tayler Walters works with consumers in class actions to combat unfair business practices by corporations, including investors who have been victimized in financial fraud schemes and people whose personal information has been compromised in large-scale data/privacy breaches. She previously worked in a plaintiff's law firm advocating for consumers in a range of areas, including personal injury, product liability, premises liability, employment law, and elder abuse.

Tayler is a 2020 graduate, *magna cum laude*, of the University of San Francisco School of Law. In law school, she served as a Development Director on the Moot Court Board where she coached her fellow students and competed in the National Appellate Advocacy Competition. Tayler received a Merit Scholarship, earned CALI awards for receiving the highest grade in Professional Responsibility and in Contracts Law, and externed for California Supreme Court Chief Justice Tani Cantil-Sakauye. Tayler received her undergraduate degree in Political Science and Government from the University of Colorado Boulder in 2017.

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Education

University of San Francisco
School of Law, J.D., *magna cum laude*, 2020

University of Colorado
Boulder, B.A., 2017

Admissions

California

SIGNIFICANT RECOVERIES

Some examples of the cases in which our lawyers played a significant role are described below:

Deceptive Marketing

Hyundai and Kia Fuel Economy Litigation, No. 2:13-md-2424 (C.D. Cal.). In a lawsuit alleging false advertising of vehicle fuel efficiency, the court appointed Eric Gibbs as liaison counsel. Mr. Gibbs regularly reported to the Court, coordinated a wide-ranging discovery process, and advanced the view of plaintiffs seeking relief under the laws of over twenty states. Ultimately Mr. Gibbs helped negotiate a revised nationwide class action settlement with an estimated value of up to \$210 million. The Honorable George H. Wu wrote that Mr. Gibbs had “efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation. This included actively participating in revisions to the proposed settlement in a manner that addressed many weaknesses in the original proposed settlement.”

In re Mercedes-Benz Tele Aid Contract Litigation, MDL No. 1914, No. 07-cv-02720 (D.N.J.). Gibbs Law Group attorneys and co-counsel served as co-lead class counsel on behalf of consumers who were not told their vehicles’ navigation systems were on the verge of becoming obsolete. Counsel successfully certified a nationwide litigation class, before negotiating a settlement valued between approximately \$25 million and \$50 million. In approving the settlement, the court acknowledged that the case “involved years of difficult and hard-fought litigation by able counsel on both sides” and that “the attorneys who handled the case were particularly skilled by virtue of their ability and experience.”

In re Providian Credit Card Cases, JCCP No. 4085 (Cal. Super. Ct. San Francisco Cty). Mr. Gibbs played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders. The lawsuit alleged that Providian engaged in unlawful, unfair and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

In re Hyundai and Kia Horsepower Litigation, No. 02CC00287 (Cal. Super. Ct. Orange Cty). In a class action on behalf of U.S. Hyundai and Kia owners and lessees, contending that Hyundai advertised false horsepower ratings in the United States, attorneys from Gibbs Law Group negotiated a class action settlement valued at between \$75 million and \$125 million which provided owners nationwide with cash payments and dealer credits.

Skold v. Intel Corp., No. 1-05-cv-039231 (Cal. Super. Ct. Santa Clara Cty.). Gibbs Law Group attorneys represented Intel consumers through a decade of hard-fought litigation, ultimately certifying a nationwide class under an innovative “price inflation” theory and negotiating a settlement that provided refunds and \$4 million in cy pres donations. In approving the settlement, Judge Peter Kirwan wrote: “It is abundantly clear that Class Counsel invested an incredible amount of time and costs in a case which lasted approximately 10 years with no guarantee that they would prevail.... Simply put, Class Counsel earned their fees in this case.”

Steff v. United Online, Inc., No. BC265953 (Cal. Super. Ct. Los Angeles Cty.). Mr. Gibbs served as lead counsel in this nationwide class action suit brought against NetZero, Inc. and its parent, United Online, Inc., by former NetZero customers. Plaintiffs alleged that defendants falsely advertised their internet service as unlimited and guaranteed for a specific period of time. The Honorable Victoria G. Chaney of the Los Angeles Superior Court granted final approval of a settlement that provided full refunds to customers whose services were cancelled and which placed restrictions on Defendants’ advertising.

Khaliki v. Helzberg's Diamond Shops, Inc., No. 11-cv-00010 (W.D. Mo.). Gibbs Law Group attorneys and co-counsel represented consumers who alleged deceptive marketing in connection with the sale of princess-cut diamonds. The firms achieved a positive settlement, which the court approved, recognizing “that Class Counsel provided excellent representation” and achieved “a favorable result relatively early in the case, which benefits the Class while preserving judicial resources.” The court went on to recognize that “Class Counsel faced considerable risk in pursuing this litigation on a contingent basis, and obtained a favorable result for the class given the legal and factual complexities and challenges presented.”

Defective Products

In re Pacific Fertility Center Litigation, Case No. 3:18-cv-01586 (N.D. Cal). Gibbs Law Group attorneys served as co-lead trial counsel in an almost three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco’s Pacific Fertility Center in 2018. The jury found cryogenic tank manufacturer, Chart Inc., liable on all claims, determining that the tank contained manufacturing and design defects, and that Chart had negligently failed to recall or retrofit the tank’s controller, despite having known for years that the controller model was prone to malfunction. For each claim, the jury found that the deficiency was a substantial factor in causing harm to the plaintiffs, and the jury awarded \$14.975 million in aggregate damages. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales Practices Litigation, No. 2:15-md-02661 (S.D. Ohio) Gibbs Law Group attorneys served as co-lead counsel in this multidistrict litigation on behalf of Honda CR-V owners who complained that their vehicles were vibrating excessively. After several lawsuits had been filed, Honda began issuing repair bulletins, setting forth repairs to address the vibration. Honda did not publicize the repairs well and as a result, Plaintiffs’ alleged many CR-V owners and lessees—including those who had previously been told that repairs were unavailable—continued to experience the vibration. In early 2018, the parties negotiated a comprehensive settlement to resolve the multidistrict litigation on a class-wide basis. The settlement ensured that all affected vehicle owners were made aware of the free warranty repairs, including requiring Honda to proactively reach out to CR-V owners and dealers in several ways to publicize the repair options available.

Glenn v. Hyundai Motor America, Case No. 8:15-cv-02052 (C.D. Cal.). Gibbs Law Group attorneys represented drivers from six states who alleged their vehicles came with defective sunroofs that could shatter without warning. The case persisted through several years of fiercely contested litigation before resolving for a package of class-wide benefits conservatively valued at over \$30 million. In approving the settlement, U.S. District Court Judge David O. Carter praised the resolution: “[T]his is an extraordinarily complex case and an extraordinarily creative solution.

Amborn et al. v. Behr Process Corp., No. 17-cv-4464 (N.D. Ill.) Gibbs Law Group served as co-lead counsel in this coordinated lawsuit against Behr and Home Depot alleging that Behr’s DeckOver deck resurfacing product is prone to peeling, chipping, bubbling, and degrading soon after application. The team negotiated a class-wide settlement, which provided class members who submitted claims with 1) a refund for their purchase; and 2) substantial compensation for money spent removing DeckOver or repairing their deck. The settlement was granted final approval on December 19, 2018.

In re Hyundai Sonata Engine Litigation, Case No. 5:15-cv-01685 (N.D. Cal.). Gibbs Law Group attorneys served as court-appointed co-lead class counsel on behalf of plaintiffs who alleged their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. We negotiated a comprehensive settlement providing for nationwide recalls, warranty extensions, repair reimbursements, and compensation for class members who had already traded-in or sold their vehicles at a loss. The average payment to class members exceeded \$3,000.

Sugarman v. Ducati North America, Inc., No. 10-cv-05246 (N.D. Cal.). Gibbs Law Group attorneys served as class counsel on behalf of Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles' fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, "The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

Parkinson v. Hyundai Motor America, No. 06-cv-00345 (C.D. Cal.). Gibbs Law Group attorneys served as class counsel in this class action featuring allegations that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, our lawyers negotiated a settlement that provided for reimbursements to class members for their repairs, depending on their vehicle's mileage at time of repair, from 50% to 100% reimbursement. The settlement also provided full reimbursement for rental vehicle expenses for class members who rented a vehicle while flywheel or clutch repairs were being performed. After the settlement was approved, the court wrote, "Perhaps the best barometer of ... the benefit obtained for the class ... is the perception of class members themselves. Counsel submitted dozens of letters from class members sharing their joy, appreciation, and relief that someone finally did something to help them."

Browne v. Am. Honda Motor Co., Inc., No. 09-cv-06750 (C.D. Cal.). Gibbs Law Group attorneys and co-counsel represented plaintiffs who alleged that about 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. We negotiated a settlement in which improved brake pads were made available and class members who had them installed could be reimbursed. The settlement received final court approval in July 2010 and provided an estimated value of \$25 million.

In re General Motors Dex-Cool Cases., No. HG03093843 (Cal. Super Ct. Alameda Cty). Gibbs Law Group attorneys served as co-lead counsel in these class action lawsuits filed throughout the country, where plaintiffs alleged that General Motors' Dex-Cool engine coolant damaged certain vehicles' engines, and that in other vehicles, Dex-Cool formed a rusty sludge that caused vehicles to overheat. After consumer classes were certified in both Missouri and California, General Motors agreed to cash payments to class members nationwide. On October 27, 2008, the California court granted final approval to the settlement.

In re iPod Cases, JCCP No. 4355 (Cal. Super. Ct. San Mateo Cty). Mr. Gibbs, as court appointed co-lead counsel, negotiated a settlement that provided warranty extensions, battery replacements, cash payments, and store credits for class members who experienced battery failure. In approving the settlement, the Hon. Beth L. Freeman said that the class was represented by "extremely well qualified" counsel who negotiated a "significant and substantial benefit" for the class members.

Roy v. Hyundai Motor America, No. 05-cv-00483 (C.D. Cal.). Gibbs Law Group attorneys served as co-lead counsel in this nationwide class action suit brought on behalf of Hyundai Elantra owners and lessees, alleging that an air bag system in vehicles was defective. Our attorneys helped negotiate a settlement whereby Hyundai agreed to repair the air bag systems, provide reimbursement for transportation expenses, and administer an alternative dispute resolution program for trade-ins and buy-backs. In approving the settlement, the Honorable Alicemarie H. Stotler presiding, described the settlement as "pragmatic" and a "win-win" for all involved.

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC), No. 2:13-cv-08080 (C.D. Cal.). In this class action, consumers alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. Gibbs Law Group attorneys and their co-counsel defeated the majority of Chrysler's motion to dismiss and engaged in extensive deposition and document discovery. In 2015, the parties reached a settlement contingent on Chrysler initiating a recall of hundreds of thousands of vehicles, reimbursing owners for past repairs, and extending its warranty for the repairs conducted through the recall. When he granted final settlement approval, the Honorable Dean D. Pregerson acknowledged that the case had been "hard fought" and "well-litigated by both sides."

Edwards v. Ford Motor Co., No. 11-cv-1058 (S.D. Cal.). This lawsuit alleged that Ford sold vehicles despite a known safety defect that caused them to surge into intersections, through crosswalks, and up on to curbs. The litigation twice went to the U.S. Court of Appeals for the Ninth Circuit, with plaintiff prevailing in both instances. In the first instance, the appellate court reversed the trial court's denial of class certification. In the second, the Ninth Circuit affirmed the ruling below that plaintiff's efforts had generated free repairs, reimbursements, and extended warranties for the class.

Sanborn, et al. v. Nissan North America, Inc., No. 00:14-cv-62567 (S.D. Fla.). Gibbs Law Group litigated this action against a vigorous defense for two years, seeking relief for Nissan Altima owners whose dashboards were melting into a sticky, shiny, gooey surface that they alleged caused a substantial and dangerous glare. After largely prevailing on a motion to dismiss, Gibbs Law Group attorneys and their co-counsel prepared the case to the brink of trial, reaching a settlement just ten days before the scheduled trial start. The settlement allowed class members to obtain steeply discounted dashboard replacements and reimbursement toward prior replacement costs.

Bacca v. BMW of N. Am., No. 2:06-cv-6753 (C.D. Cal.) In a class action alleging that BMW vehicles suffered from defective sub-frames, we negotiated a settlement with BMW in which class members nationwide received full reimbursement for prior sub-frame repair costs as well as free nationwide inspections and program.

Antitrust and Unfair Business Practices

In re: Wells Fargo Collateral Protection Insurance Litigation, MDL Case No.: 8:17-ML-2797 (C.D. Cal.). Eric Gibbs was appointed to the three-firm Plaintiffs' Steering Committee in this multi-district litigation on behalf of consumers who took out car loans from Wells Fargo and were charged for auto insurance they did not need. The parties announced a proposed settlement of at least \$393.5 million for affected consumers and the Court granted final approval in November 2019.

In re TFT-LCD (Flat Panel) Antitrust Litigation, MDL 1827 (N.D. Cal.). Gibbs Law Group attorneys were among the team serving as liaison counsel in this multi-district antitrust litigation against numerous TFT-LCD (Flat Panel) manufacturers alleging a conspiracy to fix prices, which has achieved settlements of more than \$400 million to date.

In re Natural Gas Antitrust Cases I, II, III and IV, JCCP No. 4221 (Cal. Super. Ct. San Diego Cty). Gibbs Law Group attorneys served in a leadership capacity in this coordinated antitrust litigation against numerous natural gas companies for manipulating the California natural gas market, which has achieved settlements of nearly \$160 million.

Beaver v. Tarsadia Hotels, No. 11-cv-1842 (S.D. Cal.); Gibbs Law Group attorneys served as co-lead counsel representing buyers of San Diego Hard Rock Hotel condominium units in this class action lawsuit against real estate developers concerning unfair competition claims. The lawsuit settled for \$51.15 million.

LLE One, LLC et al. v. Facebook, Inc., No. 4:16-cv-6232 (N.D. Cal.); Gibbs Law Group attorneys represent small businesses and other advertisers in a class action lawsuit alleging that Facebook overstated its metrics for the average time spent watching video ads on its platform. The Court granted final approval to a \$40 million class action settlement on June 26, 2020.

Hernandez v. Wells Fargo Bank, N.A., No. 3:18-cv-07354-WHA (N.D. Cal.); Gibbs Law Group attorneys served as court-appointed co-lead counsel representing a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million. Class members received significant compensation payments of up to \$120,000.

In re LookSmart Litigation, No. 02-407778 (Cal. Super. Ct. San Francisco Cty). This nationwide class action suit was brought against LookSmart, Ltd. on behalf of LookSmart's customers who paid an advertised "one time payment" to have their web sites listed in LookSmart's directory, only to be later charged additional payments to continue service. Plaintiffs' claims included breach of contract and violation of California's consumer protection laws. On October 31, 2003, the Honorable Ronald M. Quidachay granted final approval of a nationwide class action settlement providing cash and benefits valued at approximately \$20 million.

Lehman v. Blue Shield of California, No. CGC-03-419349 (Cal. Super. Ct. S.F. Cty.). In this class action lawsuit alleging that Blue Shield engaged in unlawful, unfair and fraudulent business practices when it modified the risk tier structure of its individual and family health care plans, Gibbs Law Group attorneys helped negotiate a \$6.5 million settlement on behalf of former and current Blue Shield subscribers residing in California. The Honorable James L. Warren granted final approval of the settlement in March 2006.

Wixon v. Wyndham Resort Development Corp., No. 07-cv-02361 (N.D. Cal.). Gibbs Law Group attorneys served as class and derivative counsel in this litigation brought against a timeshare developer and the directors of a timeshare corporation for violations of California state law. Plaintiffs alleged that the defendants violated their fiduciary duties as directors by taking actions for the financial benefit of the timeshare developer to the detriment of the owners of timeshare interests. On September 14, 2010, Judge White granted approval of a settlement of the plaintiffs' derivative claims.

Berrien, et al. v. New Raintree Resorts, LLC, et al., No. 10-cv-03125 (N.D. Cal.). Gibbs Law Group attorneys filed this class action on behalf of timeshare owners, challenging the imposition of unauthorized special assessment fees. On November 15, 2011, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On March 13, 2012, the Court issued its Final Class Action Settlement Approval Order and Judgment, approving the proposed settlement.

Benedict, et al. v. Diamond Resorts Corporation, et al., No. 12-cv-00183 (D. Hawaii). In this class action on behalf of timeshare owners, Gibbs Law Group attorneys represented plaintiffs challenging the imposition of an unauthorized special assessment fee. On November 6, 2012, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On June 6, 2013, the Court approved the settlement.

Allen Lund Co., Inc. v. AT&T Corp., No. 98-cv-1500 (C.D. Cal.). This class action lawsuit was brought on behalf of small businesses whose long-distance service was switched to Business Discount Plan, Inc. Gibbs Law Group attorneys served as class counsel and helped negotiate a settlement that provided full cash refunds and free long-distance telephone service.

Mackouse v. The Good Guys - California, Inc., No. 2002-049656 (Cal. Super Ct. Alameda Cty). This nationwide class action lawsuit was brought against The Good Guys and its affiliates alleging violations of the Song-Beverly Warranty Act and other California consumer statutes. The Plaintiff alleged that The Good Guys failed to honor its service contracts, which were offered for sale to customers and designed to protect a customer's purchase after the manufacturer's warranty expired. In May 9, 2003, the Honorable Ronald M. Sabraw granted final approval of a settlement that provides cash refunds or services at the customer's election.

Mitchell v. Acosta Sales, LLC, No. 11-cv-01796 (C.D. Cal. 2011). Gibbs Law Group attorneys and co-counsel served as class counsel representing Acosta employees who alleged that they were required to work off-the-clock and were not reimbursed for required employment expenses. We helped negotiate a \$9.9 million settlement for merchandiser employees who were not paid for all the hours they worked. The Court granted final approval of the settlement in September 2013.

Rubaker v. Spansion, LLC, No. 09-cv-00842 (N.D. Cal. 2009). Gibbs Law Group attorneys and co-counsel filed a class action lawsuit on behalf of former Spansion employees that alleged that the company had failed to provide terminated employees from California and Texas with advance notice of the layoff, as required by the Workers Adjustment and Retraining Notification Act (WARN Act). The bankruptcy court approved the class action settlement we and co-counsel negotiated in 2010. The settlement was valued at \$8.6 million and resulted in cash payments to the former employees.

Securities and Financial Fraud

Deora v. NantHealth, No. 2:17-cv-1825 (C.D. Cal.) – Gibbs Law Group serves as Co-lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company's statements in connections with its initial public offering in 2016 and afterward. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

In re Peregrine Financial Group Customer Litigation, No. 12-cv-5546 (N.D. Ill.). Mr. Stein was among the attorneys serving as co-lead counsel for futures and commodities investors who lost millions of dollars in the collapse of Peregrine Financial Group, Inc. Through several years of litigation, counsel helped deliver settlements worth more than \$75 million from U.S. Bank, N.A., and JPMorgan Chase Bank, N.A.

In re Chase Bank USA, N.A. "Check Loan" Contract Litigation, No. 09-2032 (N.D. Cal.). Gibbs Law Group attorneys and counsel from several firms led this nationwide class action lawsuit alleging deceptive marketing and loan practices by Chase Bank USA, N.A. After a nationwide class was certified, U.S. District Court Judge Maxine M. Chesney granted final approval of a \$100 million settlement on behalf of Chase cardholders.

Mitchell v. American Fair Credit Association, No. 785811-2 (Cal. Super. Ct. Alameda Cty); ***Mitchell v. Bankfirst, N.A.***, No. 97-cv-01421 (N.D. Cal.). This class action lawsuit was brought on behalf of California members of the American Fair Credit Association (AFCA). Plaintiffs alleged that AFCA operated an illegal credit repair scheme. The Honorable James Richman certified the class and appointed the firm as class counsel. In February 2003, Judge Ronald Sabraw of the Alameda County Superior Court and Judge Maxine Chesney of the U.S. District Court for the Northern District of California granted final approval of settlements valued at over \$40 million.

Data Breach and Privacy

In re Equifax, Inc. Customer Data Security Breach Litig., MDL No. 2800, No. 1:17-md-2800 (N.D. Ga.) Gibbs Law Group attorneys serve on the Plaintiffs' Executive Committee in this nationwide class action stemming from a 2017 data breach that exposed social security numbers, birth dates, addresses, and in some cases, credit card numbers of more than 147 million consumers. On January 13, 2020, the Court granted final approval to a settlement valued at \$1.5 billion. Gibbs Law Group attorneys played an integral role in negotiating key business practice changes, including overhauling Equifax's handling of consumers' personal information and data security.

In re Anthem, Inc. Data Breach Litig., MDL No. 2617, No. 15-md-02617 (N.D. Cal.). Gibbs Law Group attorneys serve as part of the four-firm leadership team in this nationwide class action stemming from the largest healthcare data breach in history affecting approximately 80 million people. On August 15, 2018, the Court granted final approval to a \$115 million cash settlement.

In re: Vizio, Inc. Consumer Privacy Litigation, MDL No. 8:16-ml-02963 (C.D. Cal.). Gibbs Law Group attorneys are co-lead counsel in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. Counsel achieved an important ruling on the application of the Video Privacy Protection Act (VPPA), a 1988 federal privacy law, which had never been extended to television manufacturers. The firm negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected. In granting preliminary approval, Judge Josephine Staton stated, "I'm glad I appointed all of you as lead counsel, because -- it probably is the best set of papers I've had on preliminary approval." She also noted "[E]very class member will benefit from the injunctive relief." On July 31, 2019, the Court granted final approval of the settlement.

In re Adobe Systems Inc. Privacy Litig., No. 13-cv-05226 (N.D. Cal.). In this nationwide class action stemming from a 2013 data breach, attorneys from Gibbs Law Group served as lead counsel on behalf of the millions of potentially affected consumers. Counsel achieved a landmark ruling on Article III standing (which has since been relied upon by the Seventh Circuit Court of Appeals and other courts) and then went on to negotiate a settlement requiring Adobe to provide enhanced security relief—including the implementation and maintenance of enhanced intrusion detection, network segmentation, and encryption.

Whitaker v. Health Net of Cal., Inc., et al., No. 11-cv-00910 (E.D. Cal.); ***Shurtleff v. Health Net of Cal., Inc.***, No. 34-2012-00121600 (Cal. Super Ct. Sacramento Cty). Gibbs Law Group attorneys served as co-lead counsel in this patient privacy case. On June 24, 2014, the court granted final approval of a settlement that provided class members with credit monitoring, established a \$2 million fund to reimburse consumers for related identity theft incidents, and instituted material upgrades to and monitoring of Health Net's information security protocols.

Smith v. Regents of the University of California, San Francisco, No. RG-08-410004 (Cal. Super Ct. Alameda Cty). Gibbs Law Group attorneys represented a patient who alleged that UCSF's disclosure of its patients' medical data to outside vendors violated California medical privacy law. The firm succeeded in negotiating improvements to UCSF's privacy procedures on behalf of a certified class of patients of the UCSF medical center. In approving the stipulated permanent injunction, Judge Stephen Brick found that "plaintiff Smith has achieved a substantial benefit to the entire class and the public at large."

Mass Tort

In re Actos Pioglitazone-Products Liability Litigation, No. 6:11-md-2299 (W.D. La.). Gibbs Law Group partners represented individuals who were diagnosed with bladder cancer after taking the oral diabetic drug Actos. The federal litigation resulted in a \$2.37 billion settlement.

In re Yasmin and Yaz (Drospirenone) Marketing, Sales, Practices and Products Liability Litigation, MDL No. 2385, No. 3:09- md-02100 (S.D. Ill.). Gibbs Law Group attorneys represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation, MDL No. 2385, No. 3:12-md-02385 (S.D. Ill.), Gibbs Law Group attorneys represented patients who suffered irreversible internal bleeding after taking Pradaxa blood thinners. Lawsuit resolved for settlements of approximately \$650 million.

Sexual Assault Litigation

A.B. v. Regents of the University of California No. 2:20-cv-9555 (C.D. Cal.) – Gibbs Law Group represents former patients of UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging assault, abuse and harassment violations, and accusing UCLA of failing to protect patients after first becoming aware of the doctor’s misconduct. Final settlement approval was granted on November 10, 2021, providing \$73 million in compensation to former patients of Dr. Heaps as well as requiring a series of business practice reforms by UCLA for better handling of sexual assault investigations and practices going forward. The settlement is innovative for its flexible, tiered, trauma-informed approach, which allowed women to choose their own level of engagement in a non adversarial process.

Government Reform

Paeste v. Government of Guam, No. 11-cv-0008 (D. Guam); Gibbs Law Group attorneys and co-counsel served as Class Counsel in litigation alleging the Government of Guam had a longstanding practice of delaying tax refunds for years on end, with the Government owing over \$200 million in past due refunds. After certifying a litigation class, Plaintiffs prevailed on both of their claims at the summary judgment stage, obtaining a permanent injunction that reformed the government’s administration of tax refunds. The judgment and injunction were upheld on appeal in a published decision by the Ninth Circuit. *Paeste v. Gov’t of Guam*, 798 F.3d 1228 (9th Cir. 2015).

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
Civil Division

BEVERLY DEVORE, KITTY JOHNSON,
THE COLOMBIAN SPOT, LLC, and
JESSICA WEINGARTNER, on behalf of
themselves and all others similarly situated,

No.: GD 21-8946

Plaintiffs,

v.

DOLLAR BANK, FEDERAL SAVINGS BANK,

Defendant.

**DECLARATION OF AMY LECHNER OF SIMPLURIS, INC. REGARDING
NOTICE AND SETTLEMENT ADMINISTRATION**

I, AMY LECHNER, declare as follows:

1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”), the settlement administrator in the above-entitled action. Our corporate office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself. I have personal knowledge of the information set forth herein.

2. Simpluris is a class action administrator located in Costa Mesa, California. Established in 2007, Simpluris has administered over 9,000 cases nationwide, with class sizes ranging from a few hundred to over one million class members. Representative cases include: *Myart v. AutoZone, Inc.* and *Aceves v. Autozone, Inc.* (US District Court, Central District of California) (208,050 class members), *Diaz v. SeaWorld* (Superior Court of the State of California) (1,281,123 class members), and *Woods v. Vector Marketing* (US District Court, Northern District of California) (194,500 class members).

3. Simpluris was approved by Counsel for both Parties and appointed by the Court in the Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) entered on October 23, 2023, to provide settlement

administration services in this settlement. In this capacity, Simpluris was charged with the following:

- a. Establishing and maintaining a Settlement-specific website at www.DBFeesSettlement.com;
- b. Establishing and maintaining a Settlement-specific toll-free phone number (1-866-606-6221);
- c. Printing and mailing, as needed, a Long Form Notice to potential Settlement Class Members;
- d. Sending an Email Notice or printing and mailing a Postcard Notice to Settlement Class Members, as appropriate;
- e. Receiving and processing Settlement Class Members' requests for exclusion from the proposed settlement and objections to the proposed settlement;
- f. Processing and issuing payments via check to Settlement Class Members, and sending payments to the Settlement Class Representative and Settlement Class Counsel;
- g. Providing counsel for the Parties with weekly status reports; and
- h. Other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

EMAIL AND MAILED NOTICE

4. On November 13, 2023, Counsel for Defendant provided Simpluris with the Class List in a data file containing 54,591 known Settlement Class Member names, mailing addresses, and email addresses. On December 13, 2023, Counsel for Defendant supplemented the Class List with a second data file containing fee amounts charged and member account status for the member records previously provided. On January 4, 2024, Counsel for Defendant provided a third data file containing 3,869 member names that were missing in the original data files.

5. Upon receipt of the class data, Simpluris “scrubbed” the data to ensure it was in proper format for distributing notice via email or mail, and applied data logic as confirmed with counsel to deduplicate records where appropriate. The final Class List contained 51,102 Settlement Class Member records.

6. In an effort to ensure that the Postcard Notice would be delivered to class members, Simpluris compared the address data against the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database and updated the data to a Settlement-specific database with the changes received from NCOA.

Simpluris formatted the Court-approved Email Notice and Postcard Notice to be sent to Settlement Class Members. The notices advised Settlement Class Members of their right to request exclusion from the settlement, object to the settlement, or do nothing, and the implications of each such action. The notices also advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Settlement Class Members could obtain additional information, including how to access the Settlement Website and request a Long Form Notice.

7. On December 20, 2023, Simpluris sent the Email Notice to 38,374 Settlement Class Members. Of those 38,374 Settlement Class Members, Simpluris successfully delivered an Email Notice to 37,343 Settlement Class Members. On December 22, 2023, Simpluris sent a supplemental Email Notice to 2,202 unnamed Settlement Class Members with a valid email. Of those 2,202 Settlement Class Members, Simpluris successfully delivered Email Notice to 2,170 Settlement Class Members. Attached hereto as **Exhibit A** is a true and correct copy of the Email Notice.

8. On December 20, 2023, Simpluris mailed the Postcard Notice to 8,936 Settlement Class Members. On December 29, 2023, Simpluris mailed the Postcard Notice to 2,588 Settlement Class Members for whom the Email Notice was undeliverable. On January 17, 2024, Simpluris re-mailed 3,787 Postcard Notices to members with updated member names as provided by Counsel for Defense.

9. As of February 29, 2024, a total of 786 Postcard Notices have been returned by USPS from the two initial Postcard Notice mailings. For the Postcard Notices returned without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the Settlement Class Member's name and previous address to locate a more current address. Of the 772 returned Postcard Notices, 390 Postcard Notices were re-mailed to either a newfound address or a forwarding address provided by USPS, and 390 Notices were determined to be undeliverable because no updated address was found in a skip trace. Attached hereto as **Exhibit B** is a true and correct copy of the Postcard Notice.

10. As of February 29, 2024, Simpluris successfully delivered either an Email Notice or Postcard Notice to 50,733 of the 51,102 total Settlement Class Members, representing 99.28% of the Settlement Class.

WEBSITE AND TELEPHONE NUMBER

11. Simpluris prepared and maintains a Settlement website at www.DBFeesSettlement.com that includes important dates and deadlines, and Settlement-related documents, including the Preliminary Approval Order; Plaintiff's Motion for Preliminary Approval of Class Action Settlement; the Settlement Agreement and Release; Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards and Plaintiffs' Brief in Support; and downloadable versions of the Notice of Class Action Settlement in English and Spanish. Attached hereto as **Exhibit C** is a true and correct copy of the Notice of Class Action Settlement in English and Spanish as posted on the Settlement website.

12. The website has been available to the public since December 20, 2023. As of February 28, 2024, the website has been visited by 9,918 unique visitors with 13,093 page views.

13. A Settlement-specific toll-free telephone number was included in the notices and on the website for the purpose of allowing the Settlement Class Members to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will

remain in operation throughout the settlement administration. The toll-free telephone number included in the notices and on the website is (866) 606-6221. This number is active and has been available to the public since December 20, 2023. The Settlement-specific toll-free telephone number has received 76 phone calls between December 20, 2023, and February 27, 2024.

REQUESTS FOR EXCLUSION AND OBJECTIONS

14. The postmark deadline for Settlement Class Members to submit a request for exclusion from the proposed Settlement was February 20, 2024.

15. As of the date of this Declaration, Simpluris has received zero (0) requests for exclusion from the proposed Settlement from Settlement Class Members.

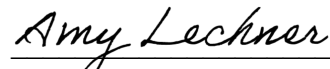
16. The postmark deadline for Settlement Class Members to submit an objection to the proposed Settlement was February 20, 2024.

17. As of the date of this Declaration, Simpluris has received zero (0) objections to the proposed Settlement from Settlement Class Members.

ADMINISTRATION COSTS

18. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, will be \$74,933.00.

I declare under penalty of perjury that the above is true and correct and that this Declaration was executed this 4th day of March, 2024, in Philadelphia, Pennsylvania.



AMY LECHNER

EXHIBIT A

Devore et al. v. Dollar Bank – Email Notice

Date: December 20, 2023

From: donotreply@dbfeessettlement.com

Subject: Notice of Pending Class Action and Proposed Settlement - Devore et al. v. Dollar Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT
READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY
AFFECT YOUR RIGHTS!

Devore et al. v. Dollar Bank, Case No. GD-21-008946,

The Court of Common Pleas of Allegheny County, Pennsylvania has authorized this Notice; it is not a solicitation from a lawyer

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH DOLLAR BANK
AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES AND/OR NSF
FEES BETWEEN DECEMBER 1, 2017, TO FEBRUARY 14, 2023, THEN YOU
MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION
SETTLEMENT**

Para una notificación en Español, visitar www.DBFeesSettlement.com

You may be a member of the Settlement Classes in *Devore et al. v. Dollar Bank*, in which the plaintiffs allege that defendant Dollar Bank improperly assessed certain overdraft fees and NSF fees between December 1, 2017, and February 14, 2023. If you are a member of one or more of the Settlement Classes (the APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, or Sufficient Funds Fee Class) and if the Settlement is approved, you may be entitled to receive a cash payment from the \$6,739,356.00 Settlement Fund and/or forgiveness of Uncollected Relevant Fees. You may be a member of more than one of Settlement Classes.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on March 21, 2024. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payments from the Settlement Fund of up to \$10,000.00 for a Service Award to each of the Class Representatives; up to 33-1/3% of the Value of the Settlement as attorneys' fees; reimbursement of costs to the attorneys not to exceed \$50,000 and costs to the Settlement Administrator. If the Court grants Final Approval and you do not request to opt-out from the Settlement, you will release your right to bring any claims covered by the Settlement. In exchange, Defendant has agreed to issue a cash payment directly to you by check, and/or to forgive any Uncollected Relevant Fees charged to you during the Class Period.

To obtain a more detailed explanation of the settlement terms and other important documents, including the Long Form Notice, please visit www.DBFeesSettlement.com. Alternatively, you may call 866-606-6221.

If you do not want to participate in this Settlement—meaning you retain your individual claims and you do not receive a cash payment and/or forgiveness of Uncollected Relevant Fees and you will not be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than February 20, 2024. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than February 20, 2024. You may learn more about the opt-out and objection procedures by visiting www.DBFeesSettlement.com or by calling 866-606-6221.

Devore et al. v. Dollar Bank – Email Notice

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

EXHIBIT B

Devore et al. v. Dollar Bank
c/o Settlement Administrator
PO Box 25226
Santa Ana, CA 92799-9966

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
SIMPLURIS INC

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT
READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH DOLLAR BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES AND/OR NSF FEES BETWEEN DECEMBER 1, 2017 TO FEBRUARY 14, 2023, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT

The Court of Common Pleas of Allegheny County, Pennsylvania has authorized this Notice; it is not a solicitation from a lawyer.

«IMb₁ullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»



By Order of the Court Dated: October 23, 2023

Para una notificación en Español, visitar www.DBFeesSettlement.com.

You may be a member of the Settlement Classes in *Devore et al. v. Dollar Bank*, in which the plaintiffs allege that defendant Dollar Bank improperly assessed certain overdraft fees and NSF fees between December 1, 2017, and February 14, 2023. If you are a member of one or more of the Settlement Classes (the APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, or Sufficient Funds Fee Class) and if the Settlement is approved, you may be entitled to receive a cash payment from the \$6,739,356.00 Settlement Fund and/or forgiveness of Uncollected Relevant Fees. You may be a member of more than one of Settlement Classes.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on March 21, 2024. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payments from the Settlement Fund of up to \$10,000.00 for a Service Award to each of the Class Representatives; up to 33-1/3% of the Value of the Settlement as attorneys' fees; reimbursement of costs not to exceed \$50,000 to the attorneys; and costs to the Settlement Administrator. If the Court grants Final Approval and you do not request to opt-out from the Settlement, you will release your right to bring any claims covered by the Settlement. In exchange, a cash payment may be issued directly to you by check, and/or Uncollected Relevant Fees charged to you during the Class Period may be forgiven.

To obtain a more detailed explanation of the settlement terms and other important documents, including the Long Form Notice, please visit www.DBFeesSettlement.com. Alternatively, you may call 866-606-6221.

If you do not want to participate in this Settlement—you do not want to receive a cash payment and/or forgiveness of Uncollected Relevant Fees and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than February 20, 2024. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than February 20, 2024. You may learn more about the opt-out and objection procedures by visiting www.DBFeesSettlement.com or by calling 866-606-6221.

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

EXHIBIT C

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

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

IF YOU HAVE OR HAD A DEPOSIT ACCOUNT WITH DOLLAR BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES OR NSF FEES (DESCRIBED BELOW) BETWEEN DECEMBER 1, 2017 AND FEBRUARY 14, 2023 THAT WERE NOT REFUNDED, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

The Court of Common Pleas of Allegheny County, Pennsylvania has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you have received this notice, you will receive a payment from the Settlement Fund and/or debt forgiveness if you do not opt out. You will be bound by the judgment in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the Settlement or “opt out.” This means you choose not to participate in the Settlement. You will keep your individual claims against Dollar Bank, but you will not receive a payment and/or forgiveness of Uncollected Relevant Fees. If you exclude yourself from the Settlement but want to recover against Dollar Bank, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If you object and the Court overrules your objection, then you will receive a payment and/or forgiveness of Uncollected Relevant Fees and you will not be able to sue Dollar Bank for the claims asserted in this litigation. If the Court agrees with your objection, then the Settlement may not be approved, and the case will go forward.

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

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *Devore et al. v. Dollar Bank*, Court of Common Pleas of Allegheny County, Case No. GD-21-008946. The case is a “class action.” That means that the “Plaintiffs,” Beverly Devore, Kitty Johnson, The Colombian Spot, LLC, and Jessica Weingartner, are acting on behalf

of Accountholders of Dollar Bank who were charged certain overdraft and NSF fees between December 1, 2017, and February 14, 2023 (the “Class Period”).

The Plaintiffs claim Dollar Bank improperly charged the following (“Relevant Fees”) during the Class Period: (1) an overdraft fee on signature Debit Card Transactions on business accounts that authorized against a sufficient available balance but was presented for payment and posted against an insufficient available balance (“APPSN Fee”); (2) an NSF or overdraft fee on a transaction as a result of Dollar Bank having deducted the dollar amount of a prior returned insufficient funds transaction, temporarily reducing the account balance such that Dollar Bank deemed a subsequent transaction to be posted against insufficient funds and assessing a fee for that transaction (“False Negative Balance Deduction Fee”); (3) an overdraft or NSF fees on transactions when the account’s ledger balance was sufficient to pay the transaction (“Sufficient Funds Fee”); and (4) an NSF fee or overdraft fee on an ACH transaction or check after the merchant’s first attempt at being paid was returned for insufficient funds (“Multiple Fee”). The operative Complaint alleges Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing and violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law. Dollar Bank denies liability and contends it assessed these fees in accordance with the terms of its account agreements and applicable law.

“Uncollected Relevant Fees” are Relevant Fees that were assessed by Dollar Bank to members of the Settlement Classes but not collected during the Class Period and will be forgiven if the Settlement is approved.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Dollar Bank’s records indicate you were charged one or more Relevant Fees. You may be a member of one or more of the Settlement Classes (APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, and Sufficient Funds Fee Class). The Court directed that this Notice be sent to all Settlement Class members because each Settlement Class member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

3. Why did the parties settle?

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

There is legal uncertainty about whether a judge or a jury will find that Dollar Bank was contractually and otherwise legally obligated not to assess overdraft and NSF fees in the manner alleged in the lawsuit, and, even if it was, there is uncertainty about whether the claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representatives were to win at trial, there is no assurance that the Settlement Class members would be awarded more than the current Settlement amount and it may take years of litigation before any payments would be made. By settling, the Settlement Class members will avoid these and other risks and the delays associated with continued litigation.

While Dollar Bank disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in litigation.

WHO IS IN THE SETTLEMENT

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

If you received this notice, then Dollar Bank's records indicate that you are a member of one or more of the following Settlement Classes: APPSN Fee Class, False Negative Balance Deduction Fee Class, Multiple Fee Class, and Sufficient Funds Fee Class. As a member of any of the Settlement Classes, you may be entitled to receive a payment, forgiveness of Uncollected Relevant Fees, or both.

YOUR OPTIONS

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

You have three options: (1) do nothing and you will receive a payment and/or debt forgiveness according to the terms of this Settlement and will be bound by the judgment of the court; (2) exclude yourself from the Settlement ("opt-out" of it); or (3) participate in the Settlement but object to it. Each of these options is described in a separate section below. In addition, you may enter an appearance by hiring your own counsel.

6. What are the critical deadlines?

There is no deadline to receive a payment. If you do nothing, then you will receive a payment and/or forgiveness of Uncollected Relevant Fees.

The deadline for sending a letter to exclude yourself from or opt out of the Settlement is February 20, 2024.

The deadline to file an objection with the Court is February 20, 2024.

7. How do I decide which option to choose?

If you do not like the Settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, then you can object to the Settlement terms, including Class Counsel's application for an award of attorneys' fees and costs or a Service Award to each of the Class Representatives. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved and no payments or forgiveness of Uncollected Relevant Fees will be made to you or any other member of the Settlement Classes. If your objection (and any other objection) is overruled, and the Settlement is approved, then you may still get a payment and/or forgiveness of Uncollected Relevant Fees and will be bound by the Settlement.

If you want to participate in the Settlement, you need not do anything, and you will receive a payment and/or forgiveness of Uncollected Relevant Fees if the Court approves the Settlement and you will be bound by the Court's judgment in this case.

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

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has granted Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the settlement at a Final Approval Hearing, which is currently scheduled for March 21, 2024, at 4:30 p.m.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Dollar Bank has agreed to create a Settlement Fund of \$6,739,356.00 that will be allocated for the Settlement Classes proportionately. As discussed separately below, attorneys' fees, litigation costs, a Service Award to each of the Class Representatives, and the costs paid to a third-party Settlement Administrator to administer the Settlement (including mailing or emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund known as the Net Settlement Fund will be divided proportionally among all Settlement Class Members based on the amount of Relevant Fees they paid during the Class Period. Dollar Bank will also forgive Uncollected Relevant Fees in an amount calculated to be \$271,488.00 to eligible Settlement Class Members.

10. How much of the settlement fund will be used to pay for attorney fees and costs?

Class Counsel will request an attorney fee be awarded by the Court of not more than 33-1/3% of the Value of the Settlement (including the Settlement Fund and the total Uncollected Relevant Fees). Class Counsel will also request reasonable costs incurred in prosecuting the case in an amount not to exceed \$50,000. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

11. How much of the Settlement Fund will be used to pay the Class Representatives Service Awards?

Class Counsel on behalf of the Plaintiffs has requested that the Court award the Class Representatives of up to \$10,000.00 each for their work in connection with this case and securing this Settlement on behalf of the Settlement Classes. The Court will decide if a Service Award is appropriate and, if so, the amount of the award.

12. How much of the Settlement Fund will be used to pay the Settlement Administrator's costs?

The Settlement Administrator estimates its costs at \$109,981.00.

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

No. If you received this Notice, as long as you do not opt-out, a check will be mailed to you at the last known address Dollar Bank has for you if you are entitled to payment and/or your Uncollected Relevant Fees will be forgiven. If your address has changed, you should provide your current address to the Settlement Administrator at the address set forth in Question 16, below. Excluding yourself from the Settlement means you choose not to participate in the Settlement. You will keep your individual claims against Dollar Bank, but you will not receive a payment and/or forgiveness of Uncollected Relevant Fees. In that case, if you choose to seek recovery against Dollar Bank, then you will have to file a separate lawsuit or claim.

14. When will I receive my Settlement benefits?
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The Court will hold a Final Approval Hearing (explained below in Questions 22-24) on March 21, 2024 at 4:30 p.m. to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments should be made, and Uncollected Relevant Fees should be forgiven within 60 days after the Settlement is approved. However, if someone objects to the Settlement, and the objection is sustained, then there may be no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal and it might take months or even years to have the appeal resolved, which would delay any of the Settlement's benefits.

15. When will I receive my Settlement benefits?
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The balance of the Settlement Fund after deducting attorneys' fees and costs, the Service Awards and the Settlement Administration Costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the following formulas included in the Settlement Agreement:

The APPSN Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the APPSN Fee Class using the following calculation:

- The dollar amount of the APPSN Fee Net Settlement Fund divided by the total number of APPSN Fees paid by all Settlement Class Members in the APPSN Fee Class, which yields a per-fee amount.
- Multiply the per-fee amount by the total number of APPSN Fees charged to and paid by each Settlement Class Member in the APPSN Fee Class.
- This results in an APPSN Fee Settlement Class Member Payment.

The False Negative Balance Deduction Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the False Negative Balance Deduction Fee Class using the following calculation:

- The dollar amount of the False Negative Balance Deduction Fee Net Settlement Fund divided by the total number of False Negative Balance Deduction Fees paid by all Settlement Class Members in the False Negative Balance Deduction Fee Class, which yields a per-fee amount.
- Multiply the per-fee amount by the total number of False Negative Balance Deduction Fees charged to and paid by each Settlement Class Member in the False Negative Balance Deduction Fee Class.
- This results in a False Negative Balance Deduction Fee Settlement Class Member Payment.

The Multiple Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the Multiple Fee Class using the following calculation:

- The dollar amount of the Multiple Fee Net Settlement Fund divided by the total number of Multiple Fees paid by all Settlement Class Members in the Multiple Fee Class, which yields a per-fee amount.
- Multiply the per-fee amount by the total number of Multiple Fees charged to and paid by each Settlement Class Member in the Multiple Fee Class.
- This results in the Multiple Fee Settlement Class Member Payment.

The Sufficient Funds Fee Net Settlement Fund shall be paid pro rata to the Settlement Class Members in the Multiple Fee Class using the following calculation:

- The dollar amount of the Sufficient Funds Fee Net Settlement Fund divided by the total number of Sufficient Funds Fees paid by all Settlement Class Members in the Sufficient Funds Fee Class, which yields a per-fee amount.
- Multiply the per-fee amount by the total number of Sufficient Funds Fees charged to and paid by each Settlement Class Member in the Sufficient Funds Fee Class.
- This results in the Sufficient Funds Fee Settlement Class Member Payment.

The total of the APPSN Fee Settlement Class Member Payment, False Negative Balance Deduction Fee Settlement Class Member Payment, Multiple Fee Settlement Class Member Payment, and/or Sufficient Funds Fee Settlement Class Member Payment due to each Settlement Class Member is the total Settlement Class Member Payment due from the Net Settlement Fund.

Settlement Class Members entitled to a Settlement Class Member Payment shall receive a check from the Settlement Administrator. Settlement Class Members entitled to forgiveness of Uncollected Relevant Fees shall receive this benefit automatically. You may receive both a cash payment and forgiveness of Uncollected Relevant Fees, if you are eligible for both Settlement benefits, or you may only be eligible for one of those Settlement benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I exclude myself from the Settlement?

If you do not want to receive a payment or debt forgiveness, or if you want to keep any right you may have to sue Dollar Bank for the claims alleged in this lawsuit, then you must exclude yourself or “opt out.”

To opt out, you must send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Devore et al. v. Dollar Bank* class action.” Be sure to include your name, last four digits of your current or past account number, address, telephone number, and email address. Your opt-out request must be postmarked by February 20, 2024, and sent to:

Devore et al. v. Dollar Bank
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799-9966

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

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

18. If I opt-out, can I obtain a Settlement benefit?

No. If you exclude yourself, you will not be entitled to a payment or debt forgiveness.

OBJECTING TO THE SETTLEMENT

19. How do I notify the Court that I do not like the settlement?

You can object to the settlement or any part of it that you do not like **IF** you do not opt out from the Settlement. (Members of the Settlement Classes who opt-out from the Settlement have no right to object to how other Settlement Class members are treated.) To object, you must send a written document by mail or private courier (e.g., Federal Express) to the Clerk of the Court, Class Counsel, and Dollar Bank's Counsel at the addresses below. Your objection must include the following information:

- the name of the Action;
- the objector's full name, address, telephone number, and email address (if any);
- all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or the application for attorneys' fees and costs and Service Awards;
- the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- any and all agreements that relate to the objection or the process of objecting— whether written or oral—between objector or objector's counsel and any other person or entity;
- the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

- a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- the objector's signature (an attorney's signature is not sufficient).

All objections must be post-marked no later than February 20, 2024, and must be mailed to the Clerk of the Court, Class Counsel, and Dollar Bank as follows:

CLERK OF THE COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of the Court Allegheny County Courthouse, Room 114 436 Grant Street Pittsburgh, PA 15219	Sophia Gold KalielGold PLLC 950 Gilman St., Ste. 200 Berkeley, CA 94710 Taras Kick The Kick Law Firm, APC 815 Moraga Drive Los Angeles, CA 90049 Jonathan Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301 David Berger Gibbs Law Group 1111 Broadway, Suite 2100 Oakland, CA 94607	Andrew J. Demko, Esq. Mayer Brown LLP 333 S. Grand Ave, Ste 4700 Los Angeles, CA 90071 ademko@mayerbrown.com Counsel for Dollar Bank

20. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Classes, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you may be entitled to a payment and/or forgiveness of Uncollected Relevant Fees if the Settlement is approved, but you will release claims you might have against Dollar Bank. Excluding yourself or opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment or forgiveness of Uncollected Relevant Fees, or release claims you might have against Dollar Bank for the claims alleged in this lawsuit.

21. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other Settlement Class Member, then there may be no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 4:30 p.m. on March 21, 2024, at the Court of Common Pleas of Allegheny County, Pennsylvania, which is located at 820 City-County Building, 414 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and how much each of the Class Representatives should get as Service Awards. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.DBFeesSettlement.com.

23. Do I have to come to the hearing?

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

24. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 19, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel," The Kick Law Firm, APC; Kopelowitz Ostrow P.A.; Kaliel Gold PLLC; and Gibbs Law Group, will represent you and the other Settlement Class Members.

26. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

27. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review the fee application at www.DBFeesSettlement.com or view a physical copy at the Office of the Clerk for the Court of Common Pleas of Allegheny County, Pennsylvania.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at www.DBFeesSettlement.com or at the Office of the Clerk for the Court of Common Pleas of Allegheny County, Pennsylvania, by asking for the Court file containing the Motion For Preliminary Approval (the Settlement Agreement is attached to the motion).

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

Devore et al. v. Dollar Bank
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799-9966

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

Sophia Goren Gold
Kaliel Gold LLP
950 Gilman St., Ste. 200
Berkeley, CA 94710
Telephone: 202-350-4783
sgold@kalielgold.com

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, California 90049
Telephone: (310) 395-2988
Taras@kicklawfirm.com

David Berger
Gibbs Law Group
1111 Broadway, Suite 2100
Oakland, CA 94607
dmb@classlawgroup.com

Jonathan Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301
streisfeld@kolawyers.com

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DOLLAR BANK CONCERNING THIS NOTICE OR THE SETTLEMENT.

NOTIFICACIÓN DE ACCIÓN DE CLASE Y ACUERDO PROPUESTO EN TRÁMITE

¡LEA ESTA NOTIFICACIÓN DE FORMA COMPLETA Y ATENTAMENTE; ¡EL ACUERDO PROPUESTO PODRÍA AFECTAR SUS DERECHOS!

SI TIENE O TUVO UNA CUENTA DE DEPÓSITO CON DOLLAR BANK Y LE COBRARON DETERMINADAS COMISIONES POR SOBREGIRO O COMISIONES POR FONDOS INSUFICIENTES (NSF, POR SUS SIGLAS EN INGLÉS) (DESCRITAS A CONTINUACIÓN) ENTRE EL 1 DE DICIEMBRE DEL 2017 Y EL 14 DE FEBRERO DE 2023 QUE NO FUERON REEMBOLSADOS, ENTONCES PUEDE TENER DERECHO A UN PAGO EN VIRTUD DE UNACUERDO DE ACCIÓN DE CLASE.

La Corte de las Causas Civiles del Condado de Allegheny, Pensilvania, ha autorizado esta Notificación; no es una solicitud de un abogado.

RESUMEN DE SUS OPCIONES Y EFECTO LEGAL DE CADA OPCIÓN	
NO HACER NADA	Si ha recibido esta notificación, recibirá un pago del Fondo del Acuerdo y/o una condonación de deuda si no se excluye. Usted quedará obligado por la sentencia en este caso.
EXCLUIRSE DEL ACUERDO; NO RECIBIR NINGÚN PAGO, PERO NO EXONERAR NINGÚN RECLAMO	Puede optar por excluirse del Acuerdo o “no participar”. Esto significa que elige no ser parte del Acuerdo. Conservará sus reclamos individuales contra Dollar Bank, pero no recibirá un pago y/o condonación de las Comisiones Pertinentes No Cobradas. Si se excluye del Acuerdo, pero desea recibir una indemnización por parte de Dollar Bank, deberá presentar un juicio o reclamo por separado.
OPONERSE AL ACUERDO	Puede presentar una oposición ante la Corte explicando la razón por la que cree que la Corte debería rechazar el Acuerdo. Si se opone y la Corte anula su oposición, entonces recibirá un pago y/o condonación de las Comisiones Pertinentes No Cobradas y no podrá demandar a Dollar Bank por los reclamos afirmados en este litigio. Si la Corte está de acuerdo con su oposición, entonces el Acuerdo puede no ser aprobado, y el caso continuará.

Estos derechos y opciones, **y los plazos para ejercerlos**, junto con las condiciones sustanciales del Acuerdo se explican en esta Notificación.

INFORMACIÓN BÁSICA

1. ¿De qué se trata este juicio?

El juicio que se está resolviendo se titula *Devore et al. v. Dollar Bank*, Corte de Causas Civiles del Condado de Allegheny, Caso No. GD-21-008946. El caso es una “acción de clase”. Eso significa que los “Demandantes”, Beverly Devore, Kitty Johnson, The Colombian Spot, LLC y Jessica Weingartner, actúan en nombre de los titulares de cuentas de Dollar Bank a quienes se les cobraron ciertos cargos por sobregiro y NSF entre el 1 de diciembre del 2017 y el 14 de febrero del 2023 (el “Período de la Clase”).

Los Demandantes afirman que Dollar Bank cobró indebidamente lo siguiente (“Comisiones Pertinentes”) durante el Período de la Clase: (1) un cargo por sobregiro en las Transacciones con Tarjeta de Débito firmadas en cuentas comerciales que se autorizaron contra un saldo disponible suficiente, pero que se presentaron para el pago y se contabilizaron contra un saldo disponible insuficiente (“Comisión APPSN”); (2) un NSF o comisión por sobregiro en una transacción como resultado de que Dollar Bank hubiera deducido el importe en dólares de una transacción de fondos insuficientes devuelta anteriormente, lo que redujo temporalmente el saldo de la cuenta de manera que Dollar Bank consideró que una transacción posterior se contabilizaba contra fondos insuficientes y aplicó una comisión por esa transacción (“Comisión de Dedución de Saldo Negativo Falso”); (3) un sobregiro o comisiones por NSF en transacciones cuando el saldo contable de la cuenta era suficiente para pagar la transacción (“Comisión por Fondos Suficientes”); y (4) una comisión por NSF o por sobregiro en una transacción o cheque de ACH después de que el primer intento de pago del comerciante fuera devuelto por fondos insuficientes (“Comisión Múltiple”). La Demanda vigente alega el Incumplimiento del contrato y el Incumplimiento del pacto implícito de buena fe y comercio justo y violaciones de la Ley de Prácticas Comerciales Desleales y Protección del Consumidor de Pensilvania. Dollar Bank niega responsabilidad alguna y sostiene que aplicó estas comisiones de acuerdo con los términos de sus acuerdos de cuenta y la ley aplicable.

Las “Comisiones Pertinentes No Cobradas” son Comisiones Pertinentes que fueron aplicadas por Dollar Bank a los miembros de las Clases del Acuerdo pero que no se cobraron durante el Período de la Clase y serán condonadas si se aprueba el Acuerdo.

2. ¿Por qué recibí esta Notificación de este juicio?

Usted recibió esta Notificación porque los registros de Dollar Bank indican que se le cobraron una o más Comisiones Pertinentes. Puede ser miembro de una o más de las Clases del Acuerdo (Clase de Comisión APPSN, Clase de Comisión de Dedución de Saldo Negativo Falso, Clase de Comisión Múltiple y Clase de Comisión por Fondos Suficientes). La Corte ordenó que se enviara esta Notificación a todos los miembros de la Clase del Acuerdo porque cada miembro de la Clase del Acuerdo tiene derecho a saber sobre el Acuerdo propuesto y las opciones disponibles para él o ella antes de que la Corte decida si homologará el Acuerdo.

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

En cualquier juicio, hay riesgos y beneficios potenciales que vienen con un juicio en lugar de llegar a un acuerdo en una etapa anterior. Es el trabajo de los Representantes de la Clase y sus abogados identificar cuándo una oferta de acuerdo propuesta es lo suficientemente buena para justificar resolver el caso en

lugar de continuar con el juicio. En una acción de clase, estos abogados, conocidos como Abogados de la Clase, hacen esta recomendación a los Representantes de la Clase. Los Representantes de la Clase tienen el deber de actuar en el mejor interés de la clase en su conjunto y, en este caso, creen, así como la opinión de los Abogados de la Clase, que este Acuerdo es en el mejor interés de todos los miembros de la Clase del Acuerdo por al menos las siguientes razones:

Existe incertidumbre legal sobre si un juez o un jurado determinarán que Dollar Bank estaba obligado por contrato y jurídicamente a no aplicar las comisiones por sobregiro y NSF de la manera alegada en el juicio, y, incluso si lo estaba, existe incertidumbre sobre si los reclamos están sujetos a otras defensas que podrían dar como resultado una recuperación nula o inferior para los miembros de la Clase del Acuerdo. Incluso si los Representantes de la Clase ganaran en el juicio, no hay garantía de que a los miembros de la Clase del Acuerdo se les otorgue más que el Importe actual del Acuerdo, y puede llevar años de litigación antes de que se realicen pagos. Al llegar a un acuerdo, los miembros de la Clase del Acuerdo evitarán estos y otros riesgos y los retrasos asociados con la continuación del litigio.

Si bien Dollar Bank disputa las alegaciones en el juicio y niega toda responsabilidad o acto ilícito, celebra el Acuerdo únicamente para evitar los gastos, inconvenientes y distracciones de continuar con los procedimientos en litigio.

QUIÉN ESTÁ EN EL ACUERDO

4. ¿Cómo sé si soy parte del Acuerdo?

Si recibió esta notificación, los registros de Dollar Bank indican que usted es miembro de una o más de las siguientes Clases del Acuerdo: Clase de Comisión APPSN, Clase de Comisión de Deducción de Saldo Negativo Falso, Clase de Comisiones Múltiples y Clase de Comisión por Fondos Suficientes. Como miembro de cualquiera de las Clases del Acuerdo, puede tener derecho a recibir un pago, condonación de las Comisiones Pertinentes No Cobradas, o ambos.

SUS OPCIONES

5. ¿Qué opciones tengo en relación con el Acuerdo?

Usted tiene tres opciones: (1) no hacer nada y recibir un pago y/o condonación de deudas de acuerdo con los términos de este Acuerdo y quedar obligado por la sentencia de la corte; (2) excluirse del Acuerdo (“no participar”); o (3) participar en el Acuerdo, pero oponerse a él. Cada una de estas opciones se describe en una sección independiente a continuación. Además, puede comparecer contratando a su propio abogado.

6. ¿Cuáles son los plazos importantes?

No existe un plazo para recibir un pago. Si no hace nada, entonces recibirá un pago y/o condonación de las Comisiones Pertinentes No Cobradas.

La fecha límite para enviar una carta para excluirse o no participar en el Acuerdo es el 20 de febrero del 2024.

La fecha límite para presentar una oposición ante la Corte es el 20 de febrero del 2024.

7. ¿Cómo decido que opción elegir?

Si no le gusta el Acuerdo y cree que podría recibir más dinero llevando adelante sus reclamos por sí mismo (con o sin la contratación de un abogado) y está cómodo con el posible riesgo de perder su caso u obtener menos de lo que obtendría en este Acuerdo, entonces puede considerar excluirse.

Si cree que el Acuerdo no es razonable, que es injusto o inadecuado y la Corte debe rechazarlo, entonces puede oponerse a los términos del Acuerdo, incluyendo la solicitud de los Abogados de la Clase de una adjudicación de honorarios y costos de abogados o un Aumento en el Pago a cada uno de los Representantes de la Clase. La Corte decidirá si su oposición es válida. Si la Corte está de acuerdo, entonces el Acuerdo no podrá ser aprobado y no se realizará ningún pago ni condonación de las Comisiones Pertinentes No Cobradas a usted ni a ningún otro miembro de las Clases del Acuerdo. Si su oposición (y cualquier otra oposición) es anulada, y el Acuerdo es aprobado, aún podrá recibir un pago y/o condonación de las Comisiones Pertinentes No Cobradas y quedará obligado por el Acuerdo.

Si desea participar en el Acuerdo, no necesita hacer nada, y recibirá un pago y/o condonación de las Comisiones Pertinentes No Cobradas si la Corte aprueba el Acuerdo, y estará obligado por la sentencia de la Corte en este caso.

8. ¿Qué debe suceder para que se homologue el Acuerdo?

La Corte tiene que decidir que el Acuerdo es justo, razonable y adecuado antes de homologarlo. La Corte ya ha otorgado la Homologación Preliminar del Acuerdo, por lo que recibió una Notificación. La Corte tomará una decisión definitiva con respecto al acuerdo en una Audiencia de Homologación Definitiva, que actualmente está programada para el 21 de marzo del 2024 a las 4:30 p. m.

EL PAGO DEL ACUERDO

9. ¿Cuál es el importe del Acuerdo?

Dollar Bank ha acordado crear un Fondo del Acuerdo de \$6,739,356.00 que se asignará a las Clases del Acuerdo de manera proporcional. Como se discute por separado a continuación, los honorarios de abogados, los costos de litigación, un aumento en el pago a cada uno de los Representantes de la Clase y los costos pagados a un tercero como Administrador del Acuerdo para administrar el Acuerdo (incluido el envío por correo o correo electrónico de esta notificación) se pagarán del Fondo del Acuerdo. El saldo del Fondo del Acuerdo conocido como Fondo Neto del Acuerdo se dividirá proporcionalmente entre todos los Miembros de la Clase del Acuerdo sobre la base del importe de las Comisiones Pertinentes que pagaron durante el Período de la Clase. Dollar Bank también condonará las Comisiones Pertinentes No Cobradas por un monto calculado en \$271,488.00 a los Miembros de la Clase del Acuerdo elegibles.

10. ¿Cuánto del fondo del acuerdo se utilizará para pagar los honorarios y costos de abogados?

Los Abogados de la Clase solicitarán que la Corte otorgue honorarios de abogados de no más del 33-1/3 % del Valor del Acuerdo (incluido el Fondo del Acuerdo y el total de Comisiones Pertinentes No Cobradas). Los Abogados de la Clase también solicitarán los costos razonables contraídos en la tramitación del caso por un monto que no exceda los \$50,000. La Corte decidirá el importe de los honorarios y costos de los abogados en función de una cantidad de factores, incluido el riesgo asociado a la presentación de un caso de forma contingente, la cantidad de tiempo empleado en el caso, el monto de los costos incurridos para tramitar el caso, la calidad del trabajo y el resultado del caso.

11. ¿Cuánto del Fondo del Acuerdo se utilizará para pagar los Aumentos en los Pagos a los Representantes de la Clase?

Los Abogados de la Clase en nombre de los Demandantes han solicitado que la Corte otorgue a los Representantes de la Clase hasta \$10,000.00 cada uno por su trabajo en relación con este caso y por asegurar este Acuerdo en nombre de las Clases del Acuerdo. La Corte decidirá si un Aumento en el Pago es apropiado y, de ser así, el monto del aumento.

12. ¿Cuánto del Fondo del Acuerdo se utilizará para pagar los costos del Administrador del Acuerdo?

El Administrador del Acuerdo estima sus costos en \$109,981.00.

13. ¿Tengo que hacer algo si quiero participar en el Acuerdo?

No. Si recibió esta Notificación, siempre y cuando no se excluya, se le enviará por correo un cheque a la última dirección conocida que Dollar Bank tiene de usted si tiene derecho al pago y/o se condonarán sus Comisiones Pertinentes No Cobradas. Si su dirección ha cambiado, debe proporcionar su dirección actual al Administrador del Acuerdo a la dirección establecida en la Pregunta 16, a continuación. Excluirse del Acuerdo significa que elige no participar en el Acuerdo. Conservará sus reclamos individuales contra Dollar Bank, pero no recibirá un pago y/o condonación de las Comisiones Relevantes No Cobradas. En ese caso, si elige solicitar una recuperación a Dollar Bank, entonces tendrá que presentar un juicio o reclamo por separado.

14. ¿Cuándo recibiré mis beneficios del Acuerdo?

La Corte celebrará una Audiencia de Homologación Definitiva (explicada a continuación en las Preguntas 22-24) el 21 de marzo del 2024 a las 4:30 p. m. para considerar si el Acuerdo debe ser aprobado. Si la Corte homologa el Acuerdo, entonces se deben realizar pagos, y las Comisiones Relevantes No Cobradas se deben condonar dentro de los 60 días posteriores a la homologación del Acuerdo. Sin embargo, si alguien se opone al Acuerdo, y la oposición se sostiene, es posible que no haya Acuerdo. Incluso si se anulan todas las oposiciones y la Corte homologa el Acuerdo, un opositor podría apelar y podría llevar meses o incluso años resolver la apelación, lo que retrasaría cualquiera de los beneficios del Acuerdo.

15. ¿Cuándo recibiré mis beneficios del Acuerdo?

El saldo del Fondo del Acuerdo después de deducir los honorarios y costos de abogados, los Aumentos en los Pagos y los Costos de Administración del Acuerdo, también conocido como Fondo Neto del Acuerdo, se dividirá entre todos los Miembros de la Clase del Acuerdo con derecho a los Pagos de los Miembros de la Clase del Acuerdo de conformidad con las siguientes fórmulas incluidas en el Acuerdo:

El Fondo Neto del Acuerdo de Comisión APPSN se pagará de manera proporcional a los Miembros de la Clase del Acuerdo en la Clase de Comisión APPSN utilizando el siguiente cálculo:

- El importe en dólares del Fondo Neto del Acuerdo de Comisión APPSN dividido por la cantidad total de Comisiones APPSN pagadas por todos los Miembros de la Clase del Acuerdo en la Clase de Comisión APPSN, que produce un importe por comisión.
- Multiplique el importe por comisión por la cantidad total de Comisiones APPSN cobradas y pagadas por cada Miembro de la Clase del Acuerdo en la Clase de Comisión APPSN.
- Esto da como resultado un Pago a los Miembros de la Clase del Acuerdo de Comisión APPSN.

El Fondo Neto del Acuerdo de la Comisión de Deducción de Saldo Negativo Falso se pagará de forma proporcional a los Miembros de la Clase del Acuerdo en la Clase de Comisión de Deducción de Saldo Negativo Falso utilizando el siguiente cálculo:

- El importe en dólares del Fondo Neto del Acuerdo de la Comisión de Deducción de Saldo Negativo Falso dividido por la cantidad total de Comisiones de Deducción de Saldo Negativo Falso pagadas por todos los Miembros de la Clase del Acuerdo en la Clase de Comisión de Deducción de Saldo Negativo Falso, que produce un importe por comisión.
- Multiplique el importe por comisión por la cantidad total de Comisiones de Deducción de Saldo Negativo Falso cobradas y pagadas por cada Miembro de la Clase del Acuerdo en la Clase de Comisión de Deducción de Saldo Negativo Falso.
- Esto da como resultado un Pago a los Miembros de la Clase de la Comisión de Deducción de Saldo Negativo Falso.

El Fondo Neto del Acuerdo de Comisión Múltiple se pagará de manera proporcional a los Miembros de la Clase del Acuerdo en la Clase de Comisiones Múltiples utilizando el siguiente cálculo:

- El importe en dólares del Fondo Neto del Acuerdo de Comisión Múltiple dividido por la cantidad total de Comisiones Múltiples pagadas por todos los Miembros de la Clase del Acuerdo en la Clase de Comisión Múltiple, que genera un importe por comisión.
- Multiplique el importe por comisión por la cantidad total de Comisiones Múltiples cobradas y pagadas por cada Miembro de la Clase del Acuerdo en la Clase de Comisión Múltiple.
- Esto da como resultado el Pago a los Miembros de la Clase del Acuerdo de la Comisión Múltiple.

El Fondo Neto del Acuerdo de Comisión de Fondos Suficientes se pagará prorrateado a los Miembros de la Clase del Acuerdo en la Clase de Comisión Múltiple utilizando el siguiente cálculo:

- El importe en dólares del Fondo Neto del Acuerdo de Comisión de Fondos Suficientes dividido por la cantidad total de Comisiones de Fondos Suficientes pagadas por todos los Miembros de la Clase del Acuerdo en la Clase de Comisiones de Fondos Suficientes, que produce un importe por comisión.
- Multiplique el importe por comisión por la cantidad total de Comisiones de Fondos Suficientes

cobradas y pagadas por cada Miembro de la Clase del Acuerdo en la Clase de Comisión de Fondos Suficientes.

- Esto da como resultado el Pago de los Miembros de la Clase del Acuerdo de la Comisión de Fondos Suficientes.

El total del Pago al Miembro de la Clase del Acuerdo de Comisión APPSN, Pago al Miembro de la Clase del Acuerdo de la Comisión de Deducción de Saldo Negativo Falso, Pago al Miembro de la Clase del Acuerdo de Comisión Múltiple, y/o Pago al Miembro de la Clase del Acuerdo de Comisión de Fondos Suficientes adeudado a cada Miembro de la Clase del Acuerdo es el Pago total del Miembro de la Clase del Acuerdo adeudado del Fondo Neto del Acuerdo.

Los Miembros de la Clase del Acuerdo que tengan derecho a un Pago al Miembro de la Clase del Acuerdo recibirán un cheque del Administrador del Acuerdo. Los Miembros de la Clase del Acuerdo con derecho a la condonación de las Comisiones Pertinentes No Cobradas recibirán este beneficio de forma automática. Puede recibir tanto un pago en efectivo como la condonación de las Comisiones Pertinentes No Cobradas, si es elegible para ambos beneficios del Acuerdo, o solo puede ser elegible para uno de esos beneficios del Acuerdo.

EXCLUIRSE DEL ACUERDO

16. ¿Cómo me excluyo del Acuerdo?

Si no desea recibir un pago o condonación de deudas, o si desea conservar el derecho que pueda tener de demandar a Dollar Bank por los reclamos alegados en este juicio, entonces debe excluirse o “no participar”.

Para excluirse, debe enviar una carta al Administrador del Acuerdo en la que indique que desea ser excluido. Su carta puede simplemente decir “Por la presente elijo ser excluido del acuerdo en la acción de clase *Devore et al. v. Dollar Bank*”. Asegúrese de incluir su nombre, los últimos cuatro dígitos de su número de cuenta actual o pasado, dirección, número de teléfono y dirección de correo electrónico. Su solicitud de exclusión debe tener sello postal del 20 de febrero del 2024, como máximo, y debe enviarse a:

Devore et al v. Dollar Bank
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799-9966

17. ¿Qué sucede si me excluyo del Acuerdo?

Si se excluye del Acuerdo, conservará y no renunciará a ninguno de sus derechos de demandar a Dollar Bank por los reclamos alegados en este caso. Sin embargo, no tendrá derecho a recibir un pago o condonación de las Comisiones Pertinentes No Cobradas de este Acuerdo.

18. Si me excluyo, ¿puedo obtener un beneficio del Acuerdo?

No. Si se excluye, no tendrá derecho a un pago o condonación de deudas.

OPONERSE AL ACUERDO

19. ¿Cómo notifico a la Corte que no me gusta el acuerdo?

Puede oponerse al acuerdo o a cualquier parte del mismo que no le guste **SI** no se excluye del Acuerdo. (Los Miembros de las Clases del Acuerdo que se excluyan del Acuerdo no tienen derecho a oponerse a cómo se trata a otros miembros de la Clase del Acuerdo). Para oponerse, debe enviar un documento escrito por correo o mensajería privada (por ejemplo, Federal Express) al Secretario de la Corte, a los Abogados de la Clase y al Abogado de Dollar Bank a las direcciones que se indican a continuación. Su oposición debe incluir lo siguiente información:

- El nombre de la Acción;
- nombre completo, dirección, número de teléfono y dirección de correo electrónico de la persona que se opone (si la hubiera);
- todos los motivos para la oposición, acompañados de cualquier respaldo legal para la oposición conocido por la persona que se opone o el abogado de la persona que se opone;
- la cantidad de veces que la persona que se opone se ha opuesto a un acuerdo de acción de clase dentro de los cinco años anteriores a la fecha en que la persona que se opone presenta la oposición, el título de cada caso en el que la persona que se opone ha hecho dicha oposición, y una copia de cualquier orden relacionada o que se pronuncie sobre las oposiciones anteriores de la persona que se opone que hayan sido emitidas por las cortes de primera instancia y segunda instancia en cada caso enumerado;
- la identidad de todos los abogados que representan a la parte que se opone, incluyendo cualquier abogado anterior o actual que pueda tener derecho a una compensación por cualquier razón relacionada con la oposición al Acuerdo o la solicitud de honorarios y costos de abogados y Aumentos en los Pagos;
- la cantidad de veces en que el abogado de la persona que se opone y/o el estudio jurídico del abogado se han opuesto a un acuerdo de acción de clase dentro de los cinco años anteriores a la fecha de la oposición presentada, el título de cada caso en el que el abogado o el estudio hayan formulado dicha oposición, y una copia de cualquier orden relacionada o que se pronuncie sobre las oposiciones previas del abogado o del estudio jurídico del abogado que hayan sido emitidas por los cortes de primera instancia y segunda instancia en cada caso enumerado en el que el abogado de la persona que se opone y/o el estudio jurídico del abogado se han opuesto a un acuerdo de acción de clase dentro del 5 años anteriores;
- todos y cada uno de los acuerdos que se relacionen con la oposición o el proceso de oposición, ya sean escritos u orales, entre el abogado de la persona que se opone o la persona que se opone y cualquier otra persona o entidad;

- la identidad de todos los abogados (si los hubiera) que representan a la persona que se opone que comparecerá en la Audiencia de Homologación Definitiva;
- una lista de todas las personas que serán llamadas para testificar en la Audiencia de Homologación Definitiva en apoyo de la oposición (si las hubiera);
- una declaración que confirme si la persona que se opone tiene la intención de comparecer personalmente y/o testificar en la Audiencia de Homologación Definitiva; y
- firma de la persona que se opone (la firma de un abogado no es suficiente).

Todas las oposiciones deben tener sello postal del 20 de febrero del 2024, como máximo, y deben enviarse por correo al Secretario de la Corte, a los Abogados de la Clase y a Dollar Bank de la siguiente manera:

SECRETARIO DE LA CORTE	ABOGADOS DE LA CLASE	ABOGADO DEL DEMANDADO
Secretario de la Corte Allegheny County Courthouse, Room 114 436 Grant Street Pittsburgh, PA 15219	Sophia Gold KalieleGold PLLC 950 Gilman St., Ste. 200 Berkeley, CA 94710 Taras Kick The Kick Law Firm, APC 815 Moraga Drive Los Angeles, CA 90049 Jonathan Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301 David Berger Gibbs Law Group 1111 Broadway, Suite 2100 Oakland, CA 94607	Andrew J. Demko Mayer Brown LLP 333 S. Grand Ave, Ste 4700 Los Angeles, CA 90071 ademko@mayerbrown.com Abogado de Dollar Bank

20. ¿Cuál es la diferencia entre oponerse al acuerdo y solicitar excluirse del acuerdo?

Oponerse es decirle a la Corte que no cree que el Acuerdo sea justo, razonable y adecuado para las Clases del Acuerdo, y pedirle a la Corte que lo rechace. Solo puede oponerse si no se excluye del Acuerdo. Si se opone al Acuerdo y no se excluye, entonces puede tener derecho a un pago y/o condonación de las Comisiones Pertinentes No Cobradas si se aprueba el Acuerdo, pero exonerará los reclamos que pudiera tener contra Dollar Bank. Excluirse o no participar es decirle a la Corte que no desea ser parte del Acuerdo y no desea recibir un pago o condonación de las Comisiones Pertinentes No Cobradas, o exonerar los reclamos que pudiera tener contra Dollar Bank por los reclamos alegados en este juicio.

21. ¿Qué sucede si me opongo al Acuerdo?

Si la Corte sostiene su oposición, o la oposición de cualquier otro Miembro de la Clase del Acuerdo, entonces no podrá haber Acuerdo. Si se opone, pero la Corte anula su oposición y cualquier otra oposición, entonces será parte del Acuerdo.

AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA DE LA CORTE

22. ¿Cuándo y dónde decidirá la Corte si homologa el Acuerdo?

La Corte celebrará una Audiencia de Homologación Definitiva a las 4:30 p.m. el 21 de marzo del 2024, en la Corte de Causas Civiles del Condado de Allegheny, Pensilvania, que se encuentra en 820 City-County Building, 414 Grant Street, Pittsburgh, PA 15219. En esta audiencia, la Corte considerará si el Acuerdo es justo, razonable y adecuado. Si hay oposiciones, la Corte las considerará. La Corte también puede decidir cuánto adjudicar a los Abogados de la Clase por honorarios de abogados y costos de litigación y cuánto debería recibir cada uno de los Representantes de la Clase como Aumentos en los Pagos. La audiencia puede ser virtual, en cuyo caso las instrucciones para participar se publicarán en el sitio web www.DBFeesSettlement.com.

23. ¿Debo asistir a la audiencia?

No. Los Abogados de la Clase responderán a cualquier pregunta que tenga la Corte. Usted puede asistir si lo desea. Si ha presentado una oposición, entonces puede que quiera asistir.

24. ¿Puedo hablar en la audiencia?

Si se ha opuesto, puede solicitarle permiso a la Corte para hablar en la Audiencia de Homologación Definitiva. A fin de hacerlo, debe incluir junto a su oposición, descrita en la Pregunta 19 anteriormente, la siguiente declaración: "Por medio de la presente notifico que tengo la intención de comparecer ante la Audiencia de Homologación Definitiva".

LOS ABOGADOS QUE LO REPRESENTAN

25. ¿Tengo un abogado en este caso?

La Corte ordenó que los abogados y sus estudios jurídicos mencionados en esta notificación como "Abogados de la Clase", The Kick Law Firm, APC; Kopelowitz Ostrow P.A.; Kaliel Gold PLLC; y Gibbs Law Group, lo representarán a usted y a los demás Miembros de la Clase del Acuerdo.

26. ¿Debo pagarle al abogado por obtener este resultado?

No. Los Abogados de la Clase recibirán un pago directamente del Fondo del Acuerdo.

27. ¿Quién determina cuáles serán los honorarios de los abogados?

Se le pedirá a la Corte que apruebe el monto de los honorarios de abogados en la Audiencia de

Homologación Definitiva. Los Abogados de la Clase presentarán una solicitud de honorarios y costos y especificarán el monto que se solicita como se mencionó anteriormente. Puede revisar la solicitud de honorarios en www.DBFeesSettlement.com o ver una copia física en la Secretaría de la Corte de Causas Civiles del Condado de Allegheny, Pensilvania.

OBTENER MÁS INFORMACIÓN

La presente Notificación solo constituye un resumen del Acuerdo propuesto. Encontrará más detalles en el Acuerdo, que se puede ver/obtener en línea en www.DBFeesSettlement.com o en la Secretaría de la Corte de Causas Civiles del Condado de Allegheny, Pensilvania, al solicitar el archivo de la Corte que contiene la Solicitud de Homologación Preliminar (el Acuerdo se adjunta a la moción).

Para obtener información adicional sobre el Acuerdo y/u obtener copias del Acuerdo o para cambiar su dirección a efectos de recibir un pago, deberá contactar al Administrador del Acuerdo de la siguiente manera:

Devore et al v. Dollar Bank
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799-9966

Para obtener más información, también puede comunicarse con los Abogados de la Clase de la siguiente manera:

Sophia Goren Gold
Kaliel Gold LLP
950 Gilman St., Ste. 200
Berkeley, CA 94710
Teléfono: 202-350-4783
sgold@kalielgold.com

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Ángeles, California 90049
Teléfono: (310) 395-2988
Taras@kicklawfirm.com

David Berger
Gibbs Law Group
1111 Broadway, Suite 2100
Oakland, CA 94607
dmb@classlawgroup.com

Jonathan Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301
streisfeld@kolawyers.com

NO SE COMUNIQUE CON LA CORTE NI CON NINGÚN REPRESENTANTE DE DOLLAR BANK CON RESPECTO A ESTA NOTIFICACIÓN O EL ACUERDO.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
Civil Division

BEVERLY DEVORE, KITTY JOHNSON, Nos.: GD 21-8946
THE COLOMBIAN SPOT, LLC, and JESSICA
WEINGARTNER, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

DOLLAR BANK, FEDERAL SAVINGS BANK,

Defendant.

**DECLARATION OF ARTHUR OLSEN IN SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Arthur Olsen, declare as follows:

1. I am a data and database expert, with vast experience utilizing data from bank and credit union systems and databases in order to ascertain class membership and perform various damages calculations, and during the course of my career, I have become intimately familiar with bank transactional data and the manner in which electronic transactions are processed. I have been retained by Plaintiffs' counsel as an expert to provide database analysis, data extraction and analysis, and damage calculations in connection with the above-captioned action against Dollar Bank ("Dollar Bank" or "Defendant"), and to testify at deposition and trial as necessary. As part of that assignment, I have been asked to verify the damages analysis performed by Defendant's expert Ankura and perform confirmatory discovery.

2. I am being compensated for my work on this case at the rate of \$350 per hour. None of my compensation is contingent or based on the content of my opinions or the outcome of this matter.

QUALIFICATIONS AND EXPERIENCE

3. I am the principal of Cassis Technology, LLC (“Cassis”), an information technology (“IT”) consulting firm, and have over 25 years of professional experience in the IT field, specializing in the areas of data extraction and analysis, database development, and database administration and support. My qualifications and background are set forth in my consultant profile (“Profile”) attached hereto as **Exhibit A**.

4. Prior to starting my own firm, I worked as a database engineer for Microsoft Corporation (“Microsoft”), and also worked under contract as a database administrator, developer, and administration support specialist for Hewlett-Packard Company (“Hewlett-Packard”). At Microsoft, I participated in the design, implementation, and support of an extensive data warehousing solution for Microsoft’s licensing division, managed and supported numerous databases throughout the company, and received Microsoft’s award for operational excellence for my database-related work. At Hewlett-Packard, I served as the primary database administrator for both Oracle and SQL Server systems that supported multiple Hewlett-Packard divisions, and also served as the lead analyst in charge of compiling, analyzing, and processing data from various internal database systems throughout Hewlett-Packard for use in litigation support.

5. In addition to my work for Microsoft and Hewlett-Packard, I have provided database services to several other large corporations, including, but not limited to, Cisco Systems, Inc., Tessera Technologies, Inc., and Marvell Technology Group. My responsibilities in that regard have included integrating various internal database systems for a variety of purposes, including but not limited to: (a) corporate financial reporting services; (b) Sarbanes-Oxley compliance; and (c) corporate mergers and acquisitions. I have also managed the development of

data integration solutions for small to mid-size companies and developed a solution for integrating an automated process for the calculation of inventory reserves with Oracle Financials.

6. Since 2008, I have extensive experience working on numerous litigation consulting projects involving financial institutions. For example, I previously provided trial testimony and was qualified as an expert witness in a consumer lawsuit against Wells Fargo relating to its overdraft practices and fees, which ultimately resulted in a judgment of over \$200 million against Wells Fargo. (See *Gutierrez v. Wells Fargo Bank, N.A.* (N.D. Cal. 2010) 730 F.Supp.2d 1080) (“*Gutierrez*”). In its Order awarding restitution to the class members, the court found that I had done a “professional and careful job” in connection with this work:

This order finds that plaintiffs’ expert Arthur Olsen has convincingly shown that it is entirely practical to re-run the computerized data in storage for each class members’ account and determine how many overdrafts were added by the high-to-low practice for debit-card transactions during the class period. Indeed, he has already done so, using various alternate posting sequences. This has been done by him on an account-by-account, day-by-day, and transaction-by-transaction basis, using the bank’s own real-world data. Court orders were needed to provide him access to this data, but-after much work and time-this order finds that Expert Olsen has done a professional and careful job in laying out the impacts of various alternative posting protocols. This work has not only demonstrated the enormous impact of the high-to-low scheme, but it has demonstrated that it is possible, in considering relief and restitution, to add back to depositors’ specific accounts the amounts that were wrongfully taken by Wells Fargo, using posting protocols that this order finds would have tracked the ordinary and reasonable expectations of depositors.

Id. at 1138.

7. In addition, I have been the principal data and damages expert for the plaintiffs in a number of cases included in the massive multi-district litigation, *In re Checking Account Overdraft Litigation*, MDL No. 2036 (“Overdraft MDL”). In connection with my work in the Overdraft MDL, I have analyzed historical transaction data from over thirty of the largest banks in the United States, including, but not limited to: BancorpSouth, Bank of America, Capital One, Chase, Comerica, Compass, Great Western, PNC, RBS Citizens, TD Bank, Union Bank, US Bank, Wachovia, and Wells Fargo. In each of those cases, I analyzed the historical transaction data in

order to advise the court on the feasibility of using such data to ascertain damaged class members and to calculate individual damages for those class members and/or to actually perform those calculations using bank data in connection with a settlement and distribution of the settlement proceeds. For settlement cases, I first had to calculate which customers had been harmed, and then the total amount of harm for each customer, before then performing the pro rata recovery calculations for each harmed class member from the settlement fund. In each case, I was able to perform these tasks, and I have submitted numerous declarations in support of class certification and final approval motions.

8. In addition to performing analyses relating to re-sequencing of transactions from high-to-low, over the last decade I have been retained on numerous occasions to perform analyses in cases where the claimed improper practice was charging overdraft fees based on available balance rather than ledger or collected balance, charging overdraft fees assessed on debit card transactions previously authorized to a positive available balance, and/or charging multiple insufficient funds (“NSF”) fees on items submitted for payment multiple times. I have been able to successfully perform those analyses in the litigation and settlement context using full customer data to write code that ascertained each class member that was harmed by the practice and the total amount of harm caused by that practice. For example, I analyzed the plaintiff’s data in the case of *Faris v. Flagstar Bank, FSB*, Oakland County, Michigan Circuit Court, Case No. 15-145287-CZ, in support of class certification. After the class was certified I analyzed several years of data for all Flagstar customers, in order to ascertain the approximately 60,000 members of the class harmed by the bank’s use of available balance in assessing overdraft fees. I was also able to determine the amount of harm suffered by each class member. I was retained to testify at trial in June of 2016, but the case was eventually settled.

ANALYSIS

9. In connection with the present action, I have reviewed the results of the analysis that was performed by Dollar Bank’s experts covering the class period December 1, 2017 through

February 14, 2023. This analysis included a year-by-year breakdown of fees assessed pursuant to Plaintiffs' APPSN, False Negative Balance Deduction, Multiple Fee, and Sufficient Funds theories of liability.

10. For the APPSN Fee Class, based on the data provided, I have confirmed that 13,585 Dollar Bank customers were assessed at least one overdraft fee during the class period on a debit card transaction that was previously authorized to a positive available balance, after the application of any refunds already credited by Dollar Bank. There were 27,877 such fees totaling \$1,003,934.

11. For the False Negative Balance Deduction Fee Class, based on the data provided, I have confirmed that 1,998 Dollar Bank customers were assessed at least one fee during the class period on a transaction as a result of Dollar Bank having deducted the dollar amount of a prior returned insufficient funds transaction, temporarily reducing the Account balance such that Dollar Bank deemed the transaction to be posted against insufficient funds, after the application of any refunds already credited by Dollar Bank. There were 7,507 such fees totaling \$270,252.

12. For the Multiple Fee Class, based on the data provided, I have confirmed that 16,247 Dollar Bank customers were assessed at least one fee during the class period, after the application of any refunds already credited by Dollar Bank, on: (a) an ACH transaction that was labeled "RETRY PYMT"; (b) an ACH transaction that posted within seven days as another ACH transaction from the same merchant and for the same amount that was previously returned and resulted in an NSF fee; or (c) a check that posted after another check with the same check number and for the same amount that was previously returned and resulted in an NSF fee. There were 50,502 such fees totaling \$1,818,075.

13. For the Sufficient Funds Fee Class, based on the data provided, I have confirmed that 46,133 Dollar Bank customers were assessed at least one fee during the class period on a transaction that posted with the ledger balance in the account was sufficient to pay the transaction, after the application of any refunds already credited by Dollar Bank. There were 189,203 such fees totaling \$6,811,304.

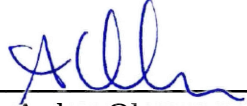
14. I was also asked to extrapolate the results of the above analysis to the time period August 1, 2015 through February 14, 2023. Based on the results described above, the result of such an analysis is approximately \$14,277,118, broken down as follows: (a) APPSN Fee Class – \$1,636,307; (b) False Negative Balance Deduction Fee Class – \$365,158; (c) Multiple Fee Class – \$2,382,883; and (d) Sufficient Funds Fee Class – \$8,853,414.

15. After accounting for the fact that many Dollar Bank customers had fees at issue in more than one class, I have confirmed that there are a total of 54,591 Dollar Bank customers that are in at least one of the four classes.

16. Under the Settlement Agreement, I understand that Dollar Bank has agreed to forgive and release any claims it may have to collect any fees at issue in this case that were assessed by Dollar Bank, but not collected and subsequently charged-off. Based on the data provided, I have confirmed that a total of \$271,488 in fees at issue in this case were assessed by Dollar Bank, but not collected and subsequently charged-off.

The foregoing statements are made under penalty of perjury under the laws of the United States of America and the State of Pennsylvania and are true and correct to the best of my knowledge and belief.

Executed this 27th day of February, 2024, at Seattle, Washington.



Arthur Olsen

Ex. A



IT CONSULTANT PROFILE: ARTHUR OLSEN

BACKGROUND

Specializing in the areas of data analysis, database development, and database administration, Mr. Olsen has nearly 20 years of professional IT experience. He has a strong background in both Oracle and Microsoft database technologies, with a focus in developing large-scale applications and designing reporting solutions for publicly traded corporations. Additionally, he has had valuable experience in analyzing and processing massive amounts of data for use in litigation support.

SKILLS

- ◆ Considerable experience compiling, analyzing and processing data in support of corporate and class-action litigation.
- ◆ Extensive training and experience creating functional designs and logical data models.
- ◆ Proficient in the wide range of database development and administration technologies including: Microsoft SQL Server; Oracle RDBMS; and Teradata RDBMS.
- ◆ Relevant experience designing, implementing and maintaining large scale database solutions on Oracle and SQL Server, including both online transaction based systems and data warehouses.
- ◆ Reporting specialist with experience developing custom reporting solutions based on financial systems such as Microsoft Dynamics and Oracle Financials, as well as custom applications.

AWARDS

- ◆ Award for Operational Excellence | Microsoft
Recognized for outstanding contribution to the design and implementation of the data warehousing solution for the Microsoft Licensing division.

CERTIFICATIONS

- ◆ Oracle Certified Professional
- ◆ Certified Oracle Database Administrator

EXPERIENCE

Data Expert: Litigation Specialist | retained by various law firms

- ◆ Data expert supporting massive multi-district class action litigation, (MDL No. 2036 – *In Re: Checking Account Overdraft Litigation*).
- ◆ Processed and analyzed data in support of class action litigation, (*Arnett v. Bank of America, N.A.*, D. Or. Case No. 3:11-CV-01372).
- ◆ Processed and analyzed data in support of class action litigation, (*Sheila I. Hofstetter et. al. v. JP Morgan Chase Bank, N.A.*, N.D. Cal. Case No. CV-10-1313 WHA).
- ◆ Processed and analyzed data in support of class action litigation, (*Veronica Gutierrez et. al. v. Wells Fargo Bank, N.A.*, N.D. Cal. Case No. 07-05923 WHA), that resulted in a \$203 million class restitution award.

Database Engineer: Reporting Specialist | under contract at various clients

- ◆ Developed a custom Chart of Accounts management solution that integrates with Microsoft Great Plains for small to mid-size companies.
- ◆ Designed and implemented several custom financial reporting solutions, including one for a Fortune 500 company, based on Microsoft Business Intelligence, MOSS, and Excel Services.
- ◆ Architected a solution for a large corporation that integrated with Oracle Financials and automated the process of calculating inventory reserves.

Database Administrator, Developer & Litigation Support Specialist | under contract at Hewlett Packard, Cupertino, CA

- ◆ Primary Database Administrator responsible for both Oracle and SQL Server support for three divisions, including 20+ applications spread out over a total of 30+ development, test and production servers.
- ◆ Lead analyst responsible for compiling, analyzing and processing data from various systems throughout HP for use in litigation support.
- ◆ Participated as the principal authority in the composition and implementation of SQL Server database standards across the three divisions, including security models, backup and recovery plans, programming standards, and general database naming conventions.

Database Engineer | Microsoft Licensing, Inc., Reno, NV

- ◆ Participated in the design, implementation and support of an extensive data warehousing solution for Microsoft's licensing division. System included nearly twenty data sources and several thousand end users, including select customers who accessed the system remotely via the Internet.
- ◆ Developed numerous DTS packages to pull delta information from various source systems, process and denormalize data and push it to one of several data repositories.
- ◆ Created and documented plans for database maintenance, backup and recovery, and high availability.

Database Engineer | under contract at Microsoft Corporation, Redmond, WA

- ◆ Lone Oracle database administrator and general Oracle resource for all teams associated with an enterprise level online end user billing system, including: Management, Development, Testing, Production Support and Infrastructure.
- ◆ Primary owner of a 24 x 7 production database that resided on a DEC Alpha failover cluster.
- ◆ Designed replication model using Oracle replication to satisfy extensive reporting requirements.
- ◆ Tuned SQL statements as written by members of the development team. Developed PL/SQL triggers, stored procedures, SQL scripts and NT scripts as needed to enhance applications and to correct problems as discovered.
- ◆ Acted as liaison between Microsoft and Oracle for all technical issues related to the databases, and between Microsoft and Digital for all technical issues related specifically to the Alpha cluster.

EDUCATION

- ◆ Microsoft Internal Training – Redmond, WA | March 2000
Instructor led SQL Server training, including courses on Database Architecture and Administration, Database Tuning, and Microsoft's TSQL
- ◆ ARIS Education Center – Bellevue, WA | June 1996
Oracle DBA Program, including courses on Relational Database Design, Database Architecture and Administration, SQL and PL/SQL, Application Tuning, Database Tuning, and Advanced Database Concepts
- ◆ University of Washington – Seattle, WA | June 1989
BA in Business Administration with a concentration in Finance.

CASE LIST: ARTHUR OLSEN

TESTIMONY GIVEN IN DEPOSITION OR AT TRIAL SINCE JANUARY 2016

Case Name	Filing Date	Case Number	Court
<i>Corvello v. Wells Fargo Home Mortgage</i>	10/20/2010	4:10-CV-05072-VC	U.S. District Court, Northern District of California
<i>Hawkins, et al. v. First Tennessee Bank</i>	9/6/2011	CT-004085-11	Circuit Court of Shelby County, Tennessee
<i>In re: Fifth Third Early Access Cash Advance Litigation</i>	11/2/2012	1:12-cv-00851-MRB	U.S. District Court, Southern District of Ohio
<i>Hernandez, et al. v. Point Loma Credit Union</i>	6/18/2013	37-2013-00053519-CU-BT-CTL	Superior Court of San Diego County, California
<i>Moss, et al., v. First Premier Bank</i>	9/30/2013	2:13-CV-05438-JFB-GRB	U.S. District Court, Eastern District of New York
<i>Lusnak, et al. v. Bank of America</i>	3/12/2014	2:14-cv-01855-GW	U.S. District Court Central District of California
<i>All-South Subcontractors v. Sunbelt Rentals</i>	8/22/2014	1:14-cv-00124-WLS	U.S. District Court, Middle District of Georgia
<i>Lynch, et al. v. San Diego County Credit Union</i>	3/12/2015	37-2015-00008551-CU-BT-CTL	Superior Court of San Diego County, California
<i>IN RE: TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	Consolidated 4/15/2015	MDL No. 2613. Civil Action No. 6:15-MN-2613-BHH	U.S. District Court, District of South Carolina
<i>Hunters Run, et al. v. WCA Waste Corporation</i>	6/17/2015	1:15-cv-151-MW-GRJ	U.S. District Court, Northern District of Florida

Case Name	Filing Date	Case Number	Court
<i>Gunter, et al. v. United Federal Credit Union</i>	9/21/2015	3:15-cv-00483-MMD-WGC	U.S. District Court, District of Nevada
<i>Stathakos, et al. v. Columbia Sportswear</i>	10/2/2015	4:15-cv-04543-YGR	U.S. District Court Northern District of California
<i>Morrow, et al. v. Carter's, Inc.</i>	5/6/2016	1:16-cv-01485-ELR	U.S. District Court Northern District of Georgia
<i>Childress, et al. v. JP Morgan Chase</i>	5/31/2016	5:16-cv-00298-BO	U.S. District Court Eastern District of North Carolina
<i>Roberts, et al. v. Capital One, N.A.</i>	6/22/2016	1:16-cv-04841-LGS	U.S. District Court Southern District of New York
<i>Kirkpatrick, et al. v. HomeAway.com</i>	6/23/2016	1:16-cv-00733-LY	U.S. District Court Western District of Texas
<i>Baker, et al., v. City of Florissant</i>	10/31/2016	4:16-cv-1693	U.S. District Court, Eastern District of Missouri
<i>Webb, et al., v. City of Maplewood</i>	11/1/2016	4:16-cv-1703	U.S. District Court, Eastern District of Missouri
<i>Liberty Salad, Inc., et al. v. Groundhog Enterprises</i>	1/17/2017	2:17-cv-00226	U.S. District Court, Eastern District of Pennsylvania
<i>Hoggard, et. al. v. Nationstar Mortgage</i>	1/13/2017	1:17cv00099-TK	U.S. District Court, District of Columbia
<i>Custom Hair Design, et al. v. Central Payment</i>	8/21/2017	8:17-cv-00310	U.S. District Court, District of Nebraska
<i>Smith, et al. v. Flagstar Bank</i>	8/22/2018	3:18-CV-05131-WHA	U.S. District Court, Northern District of California

Case Name	Filing Date	Case Number	Court
<i>Clark v. Bank of America, N.A.</i>	11/29/2018	1:18-cv-3672-SAG	U.S. District Court, District of Maryland
<i>Garcia, et al. v. UMB Bank</i>	1/15/2019	1916-CV01874	Circuit Court of Jackson County, Missouri
<i>Baker, et al. v. State Farm</i>	2/7/2019	4:19-cv-00014-CDL	U.S. District Court, Middle District of Georgia
<i>Blankenship, et al., v. HAPO Community Credit Union</i>	2/20/2019	19-2-00922-03	Superior Court of Washington, County of Benton
<i>Howell, et al., v. Eastman Credit Union</i>	4/25/2019	C42517	Circuit Court for Sullivan County, Tennessee
<i>Walkingstick, et al., v. Simmons Bank</i>	5/22/2019	6:19-cv-03184-RK	U.S. District Court, Western District of Missouri
<i>Yarski, et al., v. Knoxville TVA Emp Credit Union</i>	6/13/2019	3-220-19	Circuit Court of Knox County, Tennessee
<i>Carnley v. Conduent Business Services</i>	9/5/2019	5:19-cv-01075-XR	U.S. District Court, Western District of Texas
<i>Nguyen, et al., v. Raymond James & Associates, Inc.</i>	1/14/2020	8:20-cv-195-CEH-AAS	U.S. District Court, Middle District of Florida
<i>Precision Roofing, et al., v. Centerstate Bank</i>	4/6/2020	3:20-cv-00352-BJD-JRK	U.S. District Court, Middle District of Florida
<i>Loguidice v. Gerber Life Insurance Co.</i>	4/24/2020	7:20-CV-03254 (KMK)	U.S. District Court, Southern District of New York
<i>Grant, et al., v. Centerstate Bank</i>	8/18/2020	8:20-cv-1920-MSS-AAS	U.S. District Court, Middle District of Florida

Case Name	Filing Date	Case Number	Court
<i>Polvay v. FCTI, Inc.</i>	5/25/2022	1:22-cv-04315-JSR	U.S. District Court, Southern District of New York

EXHIBIT D

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ATTORNEYS FOR PLAINTIFFS

BEVERLY DEVORE, KITTY JOHNSON, THE COLOMBIAN SPOT, LLC, and JESSICA WEINGARTNER on behalf of themselves and all others similarly situated,	:	
	:	COURT OF COMMON PLEAS
	:	ALLEGHENY COUNTY, PA
Plaintiffs,	:	
	:	
v.	:	
	:	No: GD-21-008946
DOLLAR BANK, FEDERAL SAVINGS BANK,	:	
	:	
Defendant.	:	

DECLARATION OF KAREN PERDOMO

I, Karen Perdomo, on behalf of myself and The Colombian Spot, LLC, declare as follows:

1. I am over the age of eighteen, have personal knowledge of the following, and if called as a witness could and would testify competently thereto.

2. I am one of the proposed class representatives in this case, and I have incurred the improper fees alleged in the operative Complaint while an account holder of Defendant Dollar Bank. I understand that this case challenges the assessment of multiple NSF fees or NSF fees followed by an overdraft fee on the same item; the assessment of overdraft fees on debit card transactions authorized on a sufficient balance that later settled negative; the assessment of overdraft and NSF fees on accounts when there were sufficient funds to cover the transaction; and overdraft and NSF fees on transactions falsely deemed to have overdrawn the account after Defendant temporarily deducted the dollar amount of a prior returned insufficient funds transaction. As a proposed class representative in this matter, I understand my duties toward the absent class members, including that I have a fiduciary duty towards them and accordingly must

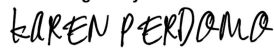
look out for their best interests. I understood and continue to understand that I have a responsibility to actively participate in the case. I was never offered anything to become a class representative.

3. Regarding my personal contributions to the success of this lawsuit, before the case was filed, I collected documents regarding my Dollar Bank account at the direction of my attorneys, sent them to my attorneys, and conferred with my attorneys about them. I remained in contact with my attorneys and performed tasks on behalf of the class for the duration of the litigation. I conferred with my attorneys regarding the Settlement Agreement and settlement approval process, and reviewed and signed the Settlement Agreement. Finally, if this case had gone to trial, I was prepared to participate in the trial, including by testifying.

4. When I filed my lawsuit, I assumed the risk that my significant expenditure of time and effort on behalf of the class would yield nothing. In addition, I assumed the risk that an eventual unfavorable judgment would tarnish my reputation.

I declare under penalty of perjury under the laws of the United States of America and the State of Pennsylvania that the foregoing is true and correct.

Executed on 2/1/2024, in Pittsburgh, PA.

DocuSigned by:

CF1321B1BE5D41B...

Karen Perdomo, on behalf of herself and The
Colombian Spot, LLC

EXHIBIT E

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA Civil Division

BEVERLY DEVORE, KITTY JOHNSON,
THE COLOMBIAN SPOT, LLC, and
JESSICA WEINGARTNER, on behalf of
themselves and all others similarly situated,

No.: GD 21-8946

Plaintiffs,

v.

DOLLAR BANK, FEDERAL SAVINGS BANK,

Defendant.

DECLARATION OF KITTY JOHNSON

I, Kitty Johnson, declare as follows:

1. I am over the age of eighteen, have personal knowledge of the following, and if called as a witness could and would testify competently thereto.

2. I am one of the proposed class representatives in this case, and I have incurred the improper fees alleged in the operative Complaint while an account holder of Defendant Dollar Bank. I understand that this case challenges the assessment of multiple NSF fees or NSF fees followed by an overdraft fee on the same item; the assessment of overdraft fees on debit card transactions authorized on a sufficient balance that later settled negative; the assessment of overdraft and NSF fees on accounts when there were sufficient funds to cover the transaction; and overdraft and NSF fees on transactions falsely deemed to have overdrawn the account after Defendant temporarily deducted the dollar amount of a prior returned insufficient funds transaction. As a proposed class representative in this matter, I understand my duties toward the absent class members, including that I have a fiduciary duty towards them and accordingly must

look out for their best interests. I understood and continue to understand that I have a responsibility to actively participate in the case. I was never offered anything to become a class representative.

3. Regarding my personal contributions to the success of this lawsuit, before I joined the lawsuit, I collected documents regarding my Dollar Bank account at the direction of my attorneys, sent them to my attorneys, and conferred with my attorneys about them. I remained in contact with my attorneys and performed tasks on behalf of the class for the duration of the litigation. I conferred with my attorneys regarding the Settlement Agreement and settlement approval process, and reviewed and signed the Settlement Agreement. Finally, if this case had gone to trial, I was prepared to participate in the trial, including by testifying.

4. When I joined this lawsuit, I assumed the risk that my significant expenditure of time and effort on behalf of the class would yield nothing. In addition, I assumed the risk that an eventual unfavorable judgment would tarnish my reputation.

I declare under penalty of perjury under the laws of the United States of America and the State of Pennsylvania that the foregoing is true and correct.

Executed on 2/1/2024, in PITTSBURGH PA.

DocuSigned by:

19186F73A50E454...
Kitty Johnson

ROBERT PEIRCE & ASSOCIATES, P.C.
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ATTORNEYS FOR PLAINTIFFS

BEVERLY DEVORE, KITTY JOHNSON, THE COLOMBIAN SPOT, LLC, and JESSICA WEINGARTNER on behalf of themselves and all others similarly situated,	:	
	:	COURT OF COMMON PLEAS
	:	ALLEGHENY COUNTY, PA
Plaintiffs,	:	
	:	
v.	:	
	:	No: GD-21-008946
DOLLAR BANK, FEDERAL SAVINGS BANK,	:	
	:	
Defendant.	:	

DECLARATION OF BEVERLY DEVORE

I, Beverly Devore, declare as follows:

1. I am over the age of eighteen, have personal knowledge of the following, and if called as a witness could and would testify competently thereto.

2. I am one of the proposed class representatives in this case, and I have incurred the improper fees alleged in the operative Complaint while an accountholder of Defendant Dollar Bank. I understand that this case challenges the assessment of multiple NSF fees or NSF fees followed by an overdraft fee on the same item; the assessment of overdraft fees on debit card transactions authorized on a sufficient balance that later settled negative; the assessment of overdraft and NSF fees on accounts when there were sufficient funds to cover the transaction; and overdraft and NSF fees on transactions falsely deemed to have overdrawn the account after Defendant temporarily deducted the dollar amount of a prior returned insufficient funds transaction. As a proposed class representative in this matter, I understand my duties toward the absent class members, including that I have a fiduciary duty towards them and accordingly must

look out for their best interests. I understood and continue to understand that I have a responsibility to actively participate in the case. I was never offered anything to become a class representative.

3. Regarding my personal contributions to the success of this lawsuit, before the case was filed, I worked with my attorneys to collect documents regarding my Dollar Bank account and conferred with my attorneys about them. I remained in contact with my attorneys and performed tasks on behalf of the class for the duration of the litigation. I conferred with my attorneys regarding the Settlement Agreement and settlement approval process, and reviewed and signed the Settlement Agreement. Finally, if this case had gone to trial, I was prepared to participate in the trial, including by testifying.

4. When I filed my lawsuit, I assumed the risk that my significant expenditure of time and effort on behalf of the class would yield nothing. In addition, I assumed the risk that an eventual unfavorable judgment would tarnish my reputation.

I declare under penalty of perjury under the laws of the United States of America and the State of Pennsylvania that the foregoing is true and correct.

Executed on 02 / 02 / 2024, in Mt. Vernon, Ohio.

Beverly Devore

Beverly Devore

Signature Certificate

Reference number: 9K2XC-KVKNN-X8SET-UJC3T

Signer

Timestamp

Signature

Beverly Devore

Email: angelaroberts0603@yahoo.com

Shared via link

Sent:

03 Feb 2024 00:09:39 UTC

Viewed:

03 Feb 2024 00:18:57 UTC

Signed:

03 Feb 2024 01:13:53 UTC

Beverly Devore

IP address: 76.34.126.22

Location: Mount Vernon, United States

Document completed by all parties on:

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EXHIBIT G

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ATTORNEYS FOR PLAINTIFFS

BEVERLY DEVORE, KITTY JOHNSON, THE COLOMBIAN SPOT, LLC, and JESSICA WEINGARTNER on behalf of themselves and all others similarly situated,	:	
	:	COURT OF COMMON PLEAS
	:	ALLEGHENY COUNTY, PA
Plaintiffs,	:	
	:	
v.	:	
	:	No: GD-21-008946
DOLLAR BANK, FEDERAL SAVINGS BANK,	:	
	:	
Defendant.	:	

DECLARATION OF JESSICA WEINGARTNER

I, Jessica Weingartner, declare as follows:

1. I am over the age of eighteen, have personal knowledge of the following, and if called as a witness could and would testify competently thereto.
2. I am one of the proposed class representatives in this case, and I have incurred the improper fees alleged in the operative Complaint while an accountholder of Defendant Dollar Bank. I understand that this case challenges the assessment of multiple NSF fees or NSF fees followed by an overdraft fee on the same item; the assessment of overdraft fees on debit card transactions authorized on a sufficient balance that later settled negative; the assessment of overdraft and NSF fees on accounts when there were sufficient funds to cover the transaction; and overdraft and NSF fees on transactions falsely deemed to have overdrawn the account after Defendant temporarily deducted the dollar amount of a prior returned insufficient funds transaction. As a proposed class representative in this matter, I understand my duties toward the absent class members, including that I have a fiduciary duty towards them and accordingly must

look out for their best interests. I understood and continue to understand that I have a responsibility to actively participate in the case. I was never offered anything to become a class representative.

3. Regarding my personal contributions to the success of this lawsuit, before the case was filed, I worked with my attorneys to collect documents regarding my Dollar Bank account and conferred with my attorneys about them. I remained in contact with my attorneys and performed tasks on behalf of the class for the duration of the litigation. I conferred with my attorneys regarding the Settlement Agreement and settlement approval process, and reviewed and signed the Settlement Agreement. Finally, if this case had gone to trial, I was prepared to participate in the trial, including by testifying.

4. When I filed my lawsuit, I assumed the risk that my significant expenditure of time and effort on behalf of the class would yield nothing. In addition, I assumed the risk that an eventual unfavorable judgment would tarnish my reputation.

I declare under penalty of perjury under the laws of the United States of America and the State of Pennsylvania that the foregoing is true and correct.

Executed on 02 / 03 / 2024, in Pittsburgh, Pennsylvania.

Jessica Weingartner

Jessica Weingartner

Signature Certificate

Reference number: FW53O-KTCA6-HWC8X-PARCT

Signer	Timestamp	Signature
Jessica Weingartner Email: jessw0810@icloud.com Shared via link		
Sent:	03 Feb 2024 00:19:48 UTC	
Viewed:	03 Feb 2024 00:29:52 UTC	
Signed:	03 Feb 2024 11:03:10 UTC	IP address: 108.39.196.13 Location: Pittsburgh, United States

Document completed by all parties on:
03 Feb 2024 11:03:10 UTC

Page 1 of 1



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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiffs' Brief in Support of Unopposed Motion for Final Approval of Class Action Settlement was served via email on this 6th day of March 2024 on all counsel of record as follows:

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By: /s/ D. Aaron Rihn

D. AARON RIHN, ESQUIRE

Counsel for Plaintiffs and the Settlement Classes