

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DISTRICT**

SAT NARAYAN d/b/a)	
EXPRESS HAULING, et al.,)	
)	Case No. 1:16-cv-11223
Plaintiffs,)	
)	Chief Judge Rebecca R. Pallmeyer
v.)	
)	
FIFTH THIRD BANK, et al.,)	
)	
Defendants.)	
_____)	

PETITION FOR ATTORNEYS’ FEES, COSTS, AND INCENTIVE AWARDS¹

Plaintiffs Sat Narayan d/b/a Express Hauling, Robert Meyer d/b/a Mangia Nosh, and Taysir Tayeh d/b/a Chief’s Market (collectively, “Plaintiffs”) and Class Counsel petition the Court for an award of attorneys’ fees, costs, and incentive awards. In support of this petition, Plaintiffs state as follows:

I. INTRODUCTION

After years of hard-fought litigation, Plaintiffs reached an unprecedented \$50 Million settlement to resolve the remaining claims in this lawsuit against Defendants Fifth Third Bank (“Fifth Third”), Vantiv, Inc. n/k/a/ Worldpay, Inc. (“Vantiv”), and National Processing Company n/k/a Worldpay ISO, Inc. (“NPC”) (collectively, the “Fifth Third/Vantiv Defendants”). The settlement secured by Class Counsel is the largest amount ever recovered in a class action brought under the California Invasion of Privacy Act (“CIPA”). As a result—even after payment

¹ Because the settlement with Wells Fargo Bank, N.A. and First Data Merchant Services, LLC (the “Wells Fargo Defendants”) has become final and those parties have been dismissed from the lawsuit, Plaintiffs have re-captioned the lawsuit to include only the remaining plaintiffs and defendants.

of attorneys' fees and costs, incentive awards, and administration costs—each class member will likely receive hundreds of dollars, if not more.

In recognition for their work and risk in prosecuting this case on behalf of the class, Class Counsel petitions the Court for an award of attorneys' fees in an amount equal to one-third (33.33%) of the Settlement Fund after deducting settlement administration costs and incentive awards. This request is fair and reasonable considering the benefits Class Counsel secured for the class, the novel and difficult nature of the claims asserted, and the tremendous risks undertaken in prosecuting this lawsuit. The named Plaintiffs have also admirably fulfilled their duties as class representatives, including responding to voluminous discovery and traveling to Chicago for their depositions. For these reasons, Class Counsel respectfully requests the Court to award the requested attorneys' fees and costs, as well as the incentive awards for the named Plaintiffs.

II. FACTUAL AND PROCEDURAL BACKGROUND

This lawsuit was filed on December 9, 2016 on behalf of a proposed class of small businesses in California who received sales appointment setting calls from International Payment Services, LLC ("IPS") or Ironwood Financial, LLC ("Ironwood"), or both. The lawsuit alleges that the Fifth Third/Vantiv Defendants were in a principal-agent relationship with IPS and Ironwood and that, in the scope of that relationship, IPS and Ironwood violated CIPA by recording telemarketing calls without any warning that the recording was occurring.

On March 29, 2018, the Court denied a number of motions to dismiss filed by the various defendants, including the Fifth Third/Vantiv Defendants. For the past five years, the parties engaged in substantial discovery, including responding to hundreds of written discovery requests, the production of approximately 750,000 documents, conducted depositions and expert discovery, and engaged in motion practice. On September 4, 2020, the Court denied several

motions for judgment on the pleadings filed by the defendants, including the Fifth Third/Vantiv Defendants. The parties have also fully briefed Plaintiffs' motion for class certification, twice.

On May 3, 2021, Ironwood filed a voluntary petition for relief pursuant to Chapter 11, Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Mississippi, entitled *In Re: Ironwood Financial, LLC* (Case No. 21-10866) (the "Bankruptcy Case"). The Fifth Third/Vantiv Defendants filed a motion in the Bankruptcy Case for derivative standing to, among other things, extend the automatic stay to them in this lawsuit. *See* Doc. 629-1. The Fifth Third/Vantiv Defendants also filed a motion in the Bankruptcy Case to re-open the claims bar date so that they can submit their own plan under which the claims of class members would be swept into and extinguished in Ironwood's bankruptcy. *See* Doc. 647-1. Both of these motions were set for hearing and ruling on January 13, 2022.²

In mid-2021, a settlement was reached with respect to the claims asserted against Defendants Wells Fargo Bank, N.A. ("Wells Fargo") and First Data Merchant Services, LLC ("First Data") (collectively, the "Wells Fargo Defendants"). That settlement provided for a \$28 fund on behalf of 192,836 class members. The Court granted final approval of that settlement on December 8, 2021. *See* Doc. 654.

In early January of 2022, after numerous settlement efforts, Plaintiffs were able to secure a settlement with respect to the remaining claims against the Fifth Third/Vantiv Defendants. *See* Settlement Agreement, attached as **Ex. A**. As noted above, the settlement provides for the creation of a non-reversionary common fund of \$50 Million (the "Settlement Fund"). *Id.* at ¶ 1. The settlement contains several provisions designed to increase the claims rate and maximize distribution to the class. For example, the settlement calls for a robust notice plan that includes

² After a settlement was reached in early January, the Fifth Third/Vantiv Defendants requested that this hearing date be rescheduled, which request was granted.

direct mail, a website, and publication via internet ads. *Id.* at ¶¶ 6-8. There is also an additional claims period if the initial claims rate is insufficient to exhaust the entire Settlement Fund, the automatic reissuance of settlement checks that were not cashed, and an extended period for class members to request re-issuance of settlement checks. *Id.* at ¶¶ 15, 27. Class members have until May 23, 2022 to opt-out of the class or object to the settlement. *Id.* at ¶¶ 18-19.

Pursuant to the Settlement Agreement, the parties retained KCC, LLC (the “Settlement Administrator”) to administer the settlement. *Id.* at ¶ 4. The Settlement Administrator implemented the notice plan in accordance with the Settlement Agreement and the Court’s Preliminary Approval Order. *See* Declaration of Lana Lucchesi (“Lucchesi Decl.”) at ¶¶ 8-12, attached as **Ex. B**. The class includes approximately 307,954 potential members who received approximately 1,153,324 recorded phone calls during the period covered by the settlement with the Fifth Third/Vantiv Defendants. *Id.* at ¶ 7. As of May 2, 2022, a total of 22,283 class members submitted a claim. *Id.* at ¶ 13. Class members still have several weeks—to May 30, 2022—to submit a claim, although claims will still be accepted if post-marked or submitted online by June 6, 2022. *See* Settlement Agreement at ¶ 3. As of the date of this filing, Class Counsel has not received a single objection to the settlement, the requested attorneys’ fees and costs, or incentive awards. There have also been enough claims submitted to exhaust the entire Settlement Fund and, therefore, no additional claims period is necessary under the Settlement Agreement.

III. ARGUMENT

A. The requested award of attorneys’ fees is fair and reasonable given the risks undertaken by Class Counsel, the results achieved, and the customary contingent fee in this Circuit.

The amount of attorneys’ fees requested is fair and reasonable considering the tremendous result achieved, the risk of nonpayment, and the normal rate of compensation Class

Counsel likely would have received had they handled a similar suit on a contingent fee basis for a paying client. In common fund cases, “courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time.” *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001). In other words, “class counsel are entitled to the fee they would have received had they handled a similar suit on a contingent fee basis, with a similar outcome, for a paying client.” *Retsky Family Ltd. P’ship v. Price Waterhouse LLP*, 97-cv-7694, 2001 WL 1568856, at *4 (N.D. Ill. Dec. 10, 2001) (quoting *Steinlauf v. Continental Ill. Corp. (In re Continental Ill. Sec. Litig.)*, 962 F.2d 566, 572 (7th Cir.1992)).

“It is not the function of judges in fee litigation to determine the equivalent of the medieval just price,” but rather “to determine what the lawyer would receive if he were selling his services in the market rather than being paid by court order.” *Will v. Gen. Dynamics Corp.*, 06-cv-698, 2010 WL 4818174, at *2 (S.D. Ill. Nov. 22, 2010). “A customary contingency fee [in this Circuit] would range from 33 1/3% to 40% of the amount recovered.” *Retsky*, 2001 WL 1568856, at *4; *see also McDaniel v. Qwest Commc’ns Corp.*, No. CV 05 C 1008, 2011 WL 13257336, at *3-4 (N.D. Ill. Aug. 29, 2011), *aff’d sub nom. Bauer v. Qwest Commc’ns Co., LLC*, 743 F.3d 221 (7th Cir. 2014) (“As decisions of the Seventh Circuit have confirmed, the real-world market range for contingent fee cases is 33% to 40%.”). “Because plaintiffs’ attorneys must be able to predict the fee determinations that courts are likely to make years later if they are to undertake lengthy and risky litigation on a contingent fee basis, such benchmarks have particular importance in this area of the law.” Reagan W. Silber and Frank E. Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel’s Response*, 17 Rev. Litig. 525, 545-46 (1998) (citing a survey of attorneys’ fees awarded in class actions, concluding

that “[t]he cases mentioned above confirm that a fee of 33% inclusive of costs in a large case is appropriate”).

Here, Class Counsel achieved an excellent result—the largest CIPA settlement ever—while avoiding the uncertainties and risks of a trial. For five years, Class Counsel dedicated substantial time and incurred considerable out-of-pocket costs—all on a contingency basis—in litigating this case without payment and will continue to expend a significant amount of time and resources throughout the settlement approval and administration process. In fact, due to its breadth and complexity, several of Plaintiffs’ lawyers worked almost exclusively on this case for significant periods of time over the past five years. *See* Declaration of Myron M. Cherry (“Cherry Decl.”) at ¶¶ 6-8, attached as **Ex. C**; *see also* Herbert M. Kritzer, *The Wages of Risk: The Returns of Contingency Fee Legal Practice*, 47 DePaul L. Rev. 267, 268-69 (1998) (“There is no doubt that the contingency fee is extremely important for insuring access to the civil justice system,” noting that “a big case can create tremendous incentives but also lead to disastrous outcomes for the lawyer who gambles and loses.”).

The attorneys’ fees requested by Class Counsel represent one-third (33.33%) of the common fund after deducting settlement administration costs and incentive awards.³ This amount is fair and reasonable given the nature of the case, the risk of nonpayment, and the normal rate of compensation Class Counsel likely would have received had they handled a similar suit on a contingent fee basis for a paying client. *See* Cherry Decl. at ¶¶ 9-10.

³ Final settlement administration costs are estimated to be between \$498,919 - \$729,051. *See* Cherry Decl. at ¶ 12. The higher figure (\$729,051) was deducted from the Settlement Fund for purposes of calculating the attorneys’ fee requested by Class Counsel. Thus, the amount of attorneys’ fees requested by Class Counsel (\$16,418,649.70) is calculated as follows: \$50,000,000 less \$729,051 in administration costs, less \$15,000 in incentive awards = \$49,255,949. One-third of \$49,255,949 = \$16,418,649.70.

This request is also consistent with the market rate for awarding attorneys' fees in class cases in this Circuit. *See Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 201–02 (N.D. Ill. 2018) (“[A] typical contingency agreement in this circuit might range from 33% to 40% of recovery.”) (citing cases); *Young v. Cty. of Cook*, No. 06 C 552, 2017 WL 4164238, at *6 (N.D. Ill. Sept. 20, 2017) (“[A] 33% contingent fee of the total recovery is on the low end of what is typically negotiated *ex ante* by plaintiffs' firms taking on large, complex cases....”) (awarding attorneys' fees in the amount of one-third of a \$32.5 million fund); *Standard Iron Works v. ArcelorMittal*, No. 08 C 5214, 2014 WL 7781572, at *1 (N.D. Ill. Oct. 22, 2014) (“The Court finds that a 33% fee comports with the prevailing market rate for legal services of similar quality in similar cases.”) (awarding \$54,087,0000 in attorneys' fees or 33% of \$163.9 million settlement fund); *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660-DRH, 2018 WL 6606079 (S.D. Ill. Dec. 16, 2018) (awarding attorneys' fees in the amount of one-third of the \$250 million common fund); *Will*, 2010 WL 4818174, at *2 (“Where the market for legal services in a class action is only for contingency fee agreements ... ‘the normal rate of compensation in the market’ is ‘33.33% of the common fund recovered.’”).

For these reasons, the attorneys' fees requested by Class Counsel should be approved.

B. The costs incurred by Class Counsel were reasonable and necessary and should be approved.

The costs incurred by Class Counsel were also reasonable and necessary, the most significant amount of which was for the electronic hosting of defendants' document production, travel and deposition costs, legal research costs, copying costs, and expert witnesses. *See Cherry Decl.* at ¶ 11. All of these costs were necessary to properly prosecute this action, manage and review the voluminous document production, respond to numerous dispositive motions, and for

trial preparation. Accordingly, the Court should also approve the reimbursement of \$352,616.23 in costs.

C. The proposed incentive awards are fair and reasonable and should be approved.

The proposed incentive awards of \$5,000 to each of the named Plaintiffs are fair and reasonable and should also be approved. Plaintiffs took the initiative to be named in the lawsuit and stayed actively involved in the litigation for several years, including responding to discovery, traveling to Chicago for their depositions, routinely communicating with Class Counsel, and reviewing pleadings and other case materials. *See* Cherry Decl. at ¶ 13. The requested incentive awards are also less than what courts typically award in class cases. *See In re Sw. Airlines Voucher Litig.*, No. 11-cv-8176, 2013 WL 4510197, *11 (N.D. Ill. Aug. 26, 2013) *aff'd as modified*, 799 F.3d 701 (7th Cir. 2015) (“Awards of \$15,000 for each plaintiff are well within the ranges that are typically awarded in comparable cases.”). The incentive awards, therefore, should also be approved.

WHEREFORE, Plaintiffs respectfully request the Court to award Class Counsel attorneys’ fees in the amount of \$16,418,649.70 and costs in the amount of \$352,616.23, and incentive awards of \$5,000 each to Plaintiffs Sat Narayan d/b/a Express Hauling, Robert Meyer d/b/a Mangia Nosh, and Taysir Tayeh d/b/a Chief’s Market.

Dated: May 2, 2022

Respectfully submitted,

By: /s/ Jacie C. Zolna
One of Plaintiffs’ Attorneys

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Jeremiah W. Nixon

jnixon@cherry-law.com

Jessica C. Chavin

jchavin@cherry-law.com

MYRON M. CHERRY & ASSOCIATES, LLC

30 North LaSalle Street, Suite 2300

Chicago, Illinois 60602

Phone: (312) 372-2100

Facsimile: (312) 853-0279

Attorneys for Plaintiffs and the Classes

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he served the foregoing **Petition for Attorneys' Fees, Costs, and Incentive Awards** upon:

Anthony C. Porcelli
aporcelli@polsinelli.com
Claire E. Brennan
cbrennan@polsinelli.com
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606

John W. Peterson
john.peterson@polsinelli.com
POLSINELLI PC
401 Commerce Street, Suite 900
Nashville, Tennessee 37219

Matthew S. Knoop
mknoop@polsinelli.com
Joseph C. Sharp
jsharp@polsinelli.com
POLSINELLI PC
1201 W. Peachtree Street NW, Suite 1100
Atlanta, Georgia 30309

Mark A. Olthoff
molthoff@polsinelli.com
POLSINELLI PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

John H. Mathias
jmathias@jenner.com
Megan B. Poetzel
mpoetzel@jenner.com
JENNER & BLOCK LLP
353 N. Clark Street
Chicago, Illinois 60654

Paul G. Karlsgodt
pkarlsgodt@bakerlaw.com
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, Colorado 80202

John Touhy
jtouhy@bakerlaw.com
Kiley Keefe
kkeefe@bakerlaw.com
Melissa M. Hewitt
mhewitt@bakerlaw.com
Jeffrey R. Zohn
jzohn@bakerlaw.com
BAKER & HOSTETLER LLP
One North Wacker Drive, Suite 4500
Chicago, Illinois 60606

Carrie Dettmer Slye
cdettmerslye@bakerlaw.com
BAKER & HOSTETLER LLP
312 Walnut Street, Suite 3200
Cincinnati, Ohio 45202

James R. Figliulo
jfigliulo@fgrlaw.com
Peter A. Silverman
psilverman@fslegal.com
Thomas Daniel Warman
twarman@sgrlaw.com
Rebecca Kaiser Fournier
rfournier@sgrlaw.com
Smith, Gambrell & Russell, LLP
10 South LaSalle Street, Suite 3600
Chicago, Illinois 60603

Charles M. Merkel, Jr.
cmerkel@merkel-cocke.com
Charles M. Merkel, III
cmerkel3@merkel-cocke.com
MERKEL & COCKE, P.A.
P.O. Box 1388
Clarksdale, Mississippi 38614

via the electronic filing system, on the 2nd day of May, 2022.

/s/ Jacie C. Zolna

Ex. A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into between Sat Narayan d/b/a Express Hauling, Robert Meyer d/b/a Mangia Nosh, and Taysir Tayeh d/b/a Chief’s Market (collectively, “Plaintiffs”), individually and in their representative capacity on behalf of the settlement class defined below, and Fifth Third Bank, National Association, including its affiliates and subsidiaries (collectively, “Fifth Third”), Vantiv, Inc. and Worldpay, Inc., n/k/a Worldpay LLC (“Vantiv”), and National Processing Company n/k/a Worldpay ISO, Inc. (“NPC”) (collectively, “Fifth Third/Vantiv Defendants”), subject to Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. Plaintiffs and the Fifth Third/Vantiv Defendants are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

I. RECITALS

WHEREAS, on December 9, 2016, certain of the Plaintiffs filed a class action lawsuit against, among others, the Fifth Third/Vantiv Defendants in the United States District Court for the Northern District of Illinois (the “Court”), which is now entitled *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223 (the “Lawsuit”), which was previously referred to as *CS Wang & Associate, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223. The Lawsuit alleges, among other things, that the Fifth Third/Vantiv Defendants were in a principal-agent relationship with International Payment Services, LLC (“IPS”) and Ironwood Financial, LLC (“Ironwood”) and that, in the scope of that relationship, IPS and Ironwood violated Sections 632 and 632.7 of the California Invasion of Privacy Act (“CIPA”) by recording certain telephone calls to California businesses;

WHEREAS, on March 29, 2018, the Court denied the Fifth Third/Vantiv Defendants’ motion to dismiss the First Amended Complaint;

WHEREAS, on February 12, 2019, Plaintiffs filed a second amended complaint (the “Second Amended Complaint”);

WHEREAS, on September 4, 2020, the Court denied the Fifth Third/Vantiv Defendants’ motion for judgment on the pleadings;

WHEREAS, Plaintiffs have moved the Court for certification of six putative classes of plaintiffs that received certain calls from either IPS or Ironwood on a telephone in California during time periods when Plaintiffs allege that (i) IPS was acting as an agent of Wells Fargo Bank, N.A. (“Wells Fargo”) and First Data Merchant Services, LLC (“First Data”) (the “Putative Wells Fargo-IPS Classes”); (ii) IPS was acting as an agent of Fifth Third, Vantiv, and NPC (the “Putative Fifth Third-IPS Classes”); (iii) Ironwood was acting as an agent of Fifth Third, Vantiv, and NPC (the “Putative Fifth Third-Ironwood Classes”). Plaintiffs contend that each such telephone call falls exclusively within either (x) the Putative Wells Fargo-IPS Classes, or (y) the Putative Fifth Third-IPS Classes and Putative Fifth Third-Ironwood Classes. Plaintiffs do not assert that there are any phone calls for which both Fifth Third, Vantiv, and/or NPC, on the one hand, and Wells Fargo and/or First Data, on the other hand, have potential joint liability;

WHEREAS, Plaintiffs CS Wang & Associate and Jay Schmidt Insurance Agency, Inc. previously reached a settlement with defendants Wells Fargo and First Data to resolve claims relating to calls for which they had potential liability, which settlement was granted final approval by the Court;

WHEREAS, on May 3, 2021, Ironwood filed a voluntary petition for relief pursuant to Chapter 11, Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Mississippi (“Bankruptcy Court”), entitled *In Re: Ironwood Financial, LLC* (Case No. 21-10866) (the “Bankruptcy Case”). The Fifth Third/Vantiv Defendants have moved in the Bankruptcy Case for derivative standing to, among other things, extend the automatic stay to them in this Lawsuit;

WHEREAS, the Parties have fully briefed Plaintiffs’ motion for class certification, conducted written discovery, exchanged voluminous document productions, engaged in motion practice, conducted depositions, and engaged in other substantial litigation on the merits of the Lawsuit;

WHEREAS, the Parties have conferred over the past several years in an effort to reach a settlement of this dispute;

WHEREAS, on February 26, 2021, the Parties participated in a mediation before the Honorable Layn R. Phillips (ret.) during which the Parties were unable to reach a settlement;

WHEREAS, the terms and conditions of the settlement set forth herein were reached after extensive, *bona fide*, arm’s-length negotiations among the Parties by their respective attorneys and other representatives;

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues with regard to the claims and defenses asserted in the Lawsuit. Based on this investigation, Plaintiffs believe the Lawsuit has merit while the Fifth Third/Vantiv Defendants believe the Lawsuit has no merit, deny all liability, and deny that the Putative Fifth Third-IPS Classes and Putative Fifth Third-Ironwood Classes should be certified as litigation classes in the Lawsuit. The Parties also have each considered the uncertainties of trial and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of this complex litigation, and the likely appeals of any rulings in favor of either Plaintiffs or the Fifth Third/Vantiv Defendants. After undertaking this investigation and analysis, counsel for Plaintiffs (“Settlement Class Counsel,” as identified in Paragraph 47 below) believe that it is in the best interest of Settlement Class Members (as defined below in Paragraph 22) to enter into this Agreement;

NOW, THEREFORE, in consideration of the representations, covenants, and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as evidenced by the execution of this Agreement, the Parties agree, subject to Court approval, as follows:

II. SETTLEMENT CLASS RELIEF

1. **Settlement Fund:** In exchange for the mutual promises and covenants in this Agreement, including without limitation, the releases as set forth in Paragraph 21 and the dismissal of the Lawsuit with respect to the Fifth Third/Vantiv Defendants as set forth in Paragraph 20, the Fifth Third/Vantiv Defendants shall pay the total amount of Fifty Million Dollars (\$50,000,000) (the “Settlement Payment”) to create a fund on behalf of Settlement Class Members (the “Settlement Fund”). The Settlement Payment shall be made as set forth in Paragraph 12. The Settlement Payment represents the total extent of the Fifth Third/Vantiv Defendants’ monetary obligations under this Agreement. In no event shall the Fifth Third/Vantiv Defendants’ total monetary obligation with respect to this Agreement exceed the Settlement Payment.

2. **Settlement Class Member Payments:** Each Settlement Class Member who does not elect to be excluded as set forth below in Paragraph 18 shall be eligible under this Agreement for a cash payment (the “Settlement Class Member Payment”) for each call that is covered under the settlement class definition set forth below in Paragraph 22 (an “Eligible Call”). Each Settlement Class Member Payment will be in an amount equal to the “Net Settlement Fund” divided by all Eligible Calls that were made to Settlement Class Members who timely and validly submit a claim as described below in Paragraph 3, up to a maximum of Five Thousand Dollars (\$5,000) for each Eligible Call. “Net Settlement Fund” means the Settlement Fund less the amount of attorneys’ fees and costs awarded to Settlement Class Counsel, incentive awards awarded to Plaintiffs, and Settlement Administration Costs (as defined in Paragraph 9). Settlement Class Members who received multiple Eligible Calls are entitled to a Settlement Class Member Payment for each such Eligible Call to that Settlement Class Member and the Settlement Administrator may include all Settlement Class Member Payments for any such Settlement Class Member in a single settlement check.

3. **Claims Process:** In order to receive a Settlement Class Member Payment, a Settlement Class Member must complete the Claim Form sent with the Notice as described below or submit a claim online at the Settlement Website described below. Only one Claim Form is required for each Settlement Class Member even if the Settlement Class Member received and is eligible for payment for more than one Eligible Call. The “Claims Deadline” for Settlement Class Members to submit a claim for a Settlement Class Member Payment shall be fifty-six (56) days after the Notice Date as set forth below. A claim shall be timely filed if postmarked or submitted online on or before the Claims Deadline. Claims postmarked or submitted online within seven (7) days after the Claims Deadline shall also be deemed timely and shall be eligible for a Settlement Class Member Payment.

III. SETTLEMENT CLASS NOTICE AND SETTLEMENT ADMINISTRATION

4. **Retention of Settlement Administrator:** KCC, LLC (the “Settlement Administrator”) will be retained as the settlement administrator. If KCC, LLC is unable or unwilling to be the settlement administrator then the Parties will jointly select a reputable settlement administrator to administer the notice and settlement or, absent an agreement by the Parties, one will be appointed by the Court. Because the costs and expenses of settlement

administration will affect each Settlement Class Member's share of the Settlement Fund, the costs and expenses of claims administration shall be overseen by Settlement Class Counsel. The Fifth Third/Vantiv Defendants' counsel may also oversee the claims administration process as they deem necessary. The Parties will use good faith efforts to minimize the costs of settlement administration. The Settlement Administrator will file a declaration with the Court, as part of the final approval papers, stating that the notice procedures set forth in this Part III of the Agreement and the Preliminary Approval Order (defined below) were followed.

5. Settlement Class Member Data: The data necessary to facilitate notice to Settlement Class Members has previously been provided to the Settlement Administrator. The Settlement Administrator shall use commercially reasonable efforts to ensure the accuracy of Settlement Class Member addresses to use for purposes of sending notice as set forth below. The Parties shall take all reasonable measures necessary to respond to any supplemental data requests from the Settlement Administrator. The Settlement Administrator must execute Attachment A of the Agreed Confidentiality Order entered by the Court on August 11, 2017. The Settlement Administrator will treat the information regarding the Settlement Class Members in a confidential manner pursuant to said Agreed Confidentiality Order.

6. Settlement Class Notice:

a. Mailing of Settlement Class Notice: Within twenty-one (21) days after entry of an order granting preliminary approval of this settlement that is without material change to this Agreement or the Proposed Preliminary Approval Order (defined below) (the "Preliminary Approval Order"), the Settlement Administrator shall mail notice of this settlement to the Settlement Class Members via First Class Mail in the form attached hereto as **Ex. A** (the "Notice"). As used in this Settlement Agreement, the "Notice Date" refers to the date on which the Settlement Administrator begins to mail notice. The Notice shall also include a claim form in the form attached hereto as **Ex. B** (the "Claim Form"), as well as a pre-paid, self-addressed return envelope that Settlement Class Members can use to mail their Claim Form to the Settlement Administrator.

b. Follow-Up Mailings: For any Notice that is returned with a forwarding address, the Settlement Administrator shall update that Settlement Class Member's address for purposes of administering this settlement and re-mail the Notice and Claim Form to the updated address. For any Notice that is returned without forwarding address information, the Settlement Administrator shall use commercially reasonable efforts to locate a new address for the Settlement Class Member. If such a search produces an updated address, the Settlement Administrator shall update that Settlement Class Member's address for purposes of administering this settlement and re-mail the Notice and Claim Form to the updated address.

c. Publication Notice: Within twenty-one (21) days after entry of the Preliminary Approval Order, the Settlement Administrator shall publish on the internet the publication notice ("Publication Notice"). The impressions of the Publication Notice will be distributed on desktop and mobile devices via various websites in the manner

recommended by the Settlement Administrator. The form and content of the Publication Notice shall be substantially as follows:

If you received a call from International Payment Services, LLC or Ironwood Financial, LLC between May 8, 2014 and July 29, 2016 in an effort to set an in-person sales appointment you may be eligible for a cash payment from a class action settlement.

CLICK HERE FOR MORE
INFORMATION OR TO
SUBMIT A CLAIM
[link to Settlement Website]

7. Settlement Administration Website: Within twenty-one (21) days after entry of the Preliminary Approval Order, the Settlement Administrator shall develop and activate a settlement administration website (the “Settlement Website”). The Settlement Website shall post a copy of the Second Amended Complaint, the Fifth Third/Vantiv Defendants’ Answer to the Second Amended Complaint, the Notice, this Agreement, and any other materials the Parties agree to include, and shall be designed and constructed to electronically accept Claim Forms from Settlement Class Members for a Settlement Class Member Payment. The Settlement Administrator shall secure a URL for the Settlement Website approved by the Parties. The content and format of the website will be agreed upon by the Parties. Ownership of the Settlement Website URL shall be transferred to Vantiv within ten (10) days of the date on which operation of the Settlement Website ceases.

8. Settlement Call Center: The Settlement Administrator shall designate a toll-free number for receiving calls related to the settlement (the “Settlement Call Center”). Anyone may call the Settlement Call Center from anywhere in the United States. The Parties shall jointly resolve any dispute that may arise regarding the operation of the Settlement Call Center. The Settlement Call Center shall be maintained from the date that is twenty-one (21) days after entry of the Preliminary Approval Order until thirty-five (35) days after the Final Settlement Date as defined below.

9. Cost of Settlement Administration: All costs and expenses of settlement administration shall be paid exclusively from the Settlement Fund and under no circumstances shall the Fifth Third/Vantiv Defendants have any responsibility, duty, or obligation to pay any amount in addition to the Settlement Fund to cover the costs and expenses of settlement administration. Such costs shall include, but not be limited to: (i) preparing, mailing, and monitoring all necessary notices and related documents; (ii) developing, maintaining, and operating the Settlement Website; (iii) communicating with and responding to Settlement Class Members; (iv) processing claims submitted by Settlement Class Members and computing settlement payments for Settlement Class Members; (v) distributing payments to Settlement Class Members; (vi) postage costs; (vii) costs associated in locating Settlement Class Members and reissuing checks; (viii) fees and costs incurred for any vendors or other third parties in the administration of the settlement; (ix) tax obligations in connection with interest earned on the Settlement Fund; (x) the costs of the CAFA Notice (as defined in Paragraph 10); (xi) costs of

establishing and maintaining an escrow account for the Settlement Payment; and (xii) other fees and costs reasonably incurred in administering the settlement contemplated herein (collectively, the “Settlement Administration Costs”). The Fifth Third/Vantiv Defendants shall have no responsibility for the correct distribution of the funds and any errors shall be the responsibility of the Settlement Administrator and Settlement Class Counsel.

10. CAFA Notice: The Fifth Third/Vantiv Defendants shall comply with and timely send all notices required under 28 U.S.C. § 1715 (the “CAFA Notice”), but may delegate that responsibility to the Settlement Administrator.

11. Processing Submitted Claims and the Settlement Class Member Report: The Settlement Administrator shall employ reasonable procedures to process each claim submitted by a Settlement Class Member and to determine whether it is a valid claim that was submitted in accordance with the directions on the Claim Form or Settlement Website and satisfies the conditions of eligibility for a Settlement Class Member Payment as set forth in this Agreement. Within twenty-one (21) days after the Claims Deadline (*i.e.*, seventy-seven (77) days after the Notice Date), the Settlement Administrator shall provide Settlement Class Counsel and counsel for the Fifth Third/Vantiv Defendants with a report setting forth the identity of all Settlement Class Members who validly and timely submitted a claim for a Settlement Class Member Payment and for each such Settlement Class Member: (i) the total number of Eligible Calls for which the Settlement Class Member submitted a claim to receive a Settlement Class Member Payment, and (ii) the total amount of the Settlement Class Member Payment for that Settlement Class Member (the “Settlement Class Member Report”). The Settlement Class Member Report shall also state the total amount of all Settlement Class Member Payments.

IV. FUNDING AND TIMING OF SETTLEMENT

12. Funding of Settlement: Within fourteen (14) days after the entry of the Preliminary Approval Order, the Fifth Third/Vantiv Defendants shall remit to the Settlement Administrator an amount of \$250,000 to cover the administrator’s projected expenses for carrying out the notice plan. Within forty-two (42) days after the entry of the Final Approval Order (as defined below), the Fifth Third/Vantiv Defendants shall remit to the Settlement Administrator the full amount of the Settlement Fund (\$50,000,000), less amounts previously paid to cover Settlement Administration Costs (the “Remaining Settlement Fund”). The Settlement Administrator shall hold these funds in escrow and shall disburse them in accordance with the terms of this Agreement. If this Settlement is deemed or declared invalid or void *ab initio* for any reason, including the reasons set forth below in Paragraphs 25 and 26, the Settlement Administrator shall immediately refund the Settlement Payment to the Fifth Third/Vantiv Defendants less any amounts already expended by the Settlement Administrator on Settlement Administration Costs.

13. Timing of Settlement Class Member Payments: The Settlement Administrator shall begin mailing the Settlement Class Member Payments to Settlement Class Members within twenty-eight (28) days after the Final Settlement Date (as defined in Paragraph 14) and all such mailings shall be completed no later than fourteen (14) days thereafter.

14. Final Settlement Date: The “Final Settlement Date” shall be the thirty-first (31st) day after the Court enters a final and appealable order and/or judgment approving this Agreement that is without material change to this Agreement or the Proposed Final Approval Order (defined below) (the “Final Approval Order”), but only if there is no appeal taken from the Final Approval Order. If an appeal is taken from the Final Approval Order, the Final Settlement Date shall be the date on which a reviewing court affirms the Final Approval Order, dismisses the appeal, or denies review and (i) all avenues of appeal and/or rehearing have been exhausted, or (ii) the time for seeking further appeals and/or a petition for rehearing has expired. If an appeal is taken from the Final Approval Order, then within seven (7) days after receipt of the Remaining Settlement Fund from the Fifth Third/Vantiv Defendants, the Settlement Administrator shall deposit the Net Settlement Fund into a separate, interest-bearing, escrow account. The account must be reasonably acceptable to Settlement Class Counsel. If the Final Settlement Date occurs, any interest earned on this account shall serve to increase the Net Settlement Fund and, thus, individual Settlement Class Member Payments. If the Settlement is deemed or declared invalid or void *ab initio* for any reason, then the interest earned on this escrow account shall be included in the refund to the Fifth Third/Vantiv Defendants in accordance with Paragraph 12.

15. Reissuance of Checks for Settlement Class Member Payments: Settlement Class Members shall have ninety (90) days from the date a Settlement Class Member Payment check is dated in which to cash or deposit the check. Checks for Settlement Class Member Payments shall be dated no more than three (3) days prior to the date they are actually mailed. Upon expiration of the ninety (90) day period set forth in the first sentence of this Paragraph 15, the Settlement Administrator shall re-issue checks to all Settlement Class Members who failed to cash or deposit their initial Settlement Class Member Payment check. These checks shall also be dated no more than three (3) days prior to the date they are actually mailed and shall also have a ninety (90) day expiration period. The funds for Settlement Class Member Payment checks that remain uncashed or undeposited after this expiration date shall be maintained by the Settlement Administrator for a period of at least eighteen (18) months from the Final Settlement Date during which period of time Settlement Class Members who did not timely cash or deposit their Settlement Class Member Payment check shall be allowed to request the Settlement Administrator to re-issue the check upon reasonable verification that it is the actual Settlement Class Member or heir, successor, or executor to the Settlement Class Member. If, at the expiration of the eighteen (18) month period after the Final Settlement Date, Settlement Class Member Payment checks still remain uncashed or undeposited then any remaining funds shall, if possible, be turned over to the State of California’s unclaimed property fund. The Settlement Administrator shall be authorized to take whatever steps are necessary, including, but not limited to, making additional efforts to ensure Settlement Class Member Payments are received and cashed by Settlement Class Members, in order to comply with any requirements for turning these funds over to the State of California. In the event turning these funds over to the State of California becomes impossible or impracticable in the judgment of the Settlement Administrator, then any such remaining amounts will be paid to the Electronic Frontier Foundation. Under no circumstances will any of these amounts revert to any of the Fifth Third/Vantiv Defendants.

V. INCENTIVE AWARDS AND SETTLEMENT CLASS COUNSEL'S FEES AND COSTS

16. Named Plaintiffs' Incentive Award: Settlement Class Counsel may petition the Court for incentive awards in the amount of Five Thousand dollars (\$5,000) each to Plaintiffs Sat Narayan d/b/a Express Hauling, Robert Meyer d/b/a Mangia Nosh, and Taysir Tayeh d/b/a Chief's Market. Within seven (7) days after the Final Settlement Date, the Settlement Administrator shall remit to Settlement Class Counsel, or directly to each Plaintiff at Settlement Class Counsel's request, separate checks in the name of Sat Narayan d/b/a Express Hauling, Robert Meyer d/b/a Mangia Nosh, and Taysir Tayeh d/b/a Chief's Market in the amount of their respective incentive awards awarded by the Court.

17. Settlement Class Counsel's Attorneys' Fees and Costs: Settlement Class Counsel will petition the Court for an award of attorneys' fees from the Settlement Fund not to exceed one-third (33.33%) of the Settlement Fund, after deducting incentive awards and Settlement Administration Costs, as well as an additional amount to be paid from the Settlement Fund for actual costs. Settlement Class Counsel shall file such motion or petition supporting their request for attorneys' fees and costs with the Court no later than twenty-one (21) days prior to the deadline for Settlement Class Members to object to the settlement as set forth below in Paragraph 19. The Fifth Third/Vantiv Defendants will not oppose this motion or petition. If no appeal has been filed to the Final Approval Order, the Settlement Administrator shall remit to Settlement Class Counsel the entire amount of the attorneys' fees and costs awarded by the Court within three (3) business days after it receives the Remaining Settlement Fund from the Fifth Third/Vantiv Defendants. If, however, an appeal is taken from the Final Approval Order, then within seven (7) days after receipt of the Remaining Settlement Fund from the Fifth Third/Vantiv Defendants, the Settlement Administrator shall deposit the amount of the attorneys' fees and costs awarded by the Court into a separate, interest-bearing escrow account, which account must be reasonably acceptable to Settlement Class Counsel. If the Final Settlement Date occurs, any interest earned on this account attributable to the amount of attorneys' fees and costs awarded to Settlement Class Counsel shall be disbursed to Settlement Class Counsel along with the award of attorneys' fees and costs within three (3) business days after the Final Settlement Date. If the Settlement is deemed or declared invalid or void *ab initio* for any reason, then the interest earned on this escrow account shall be included in the refund to the Fifth Third/Vantiv Defendants in accordance with Paragraph 12.

VI. RIGHT TO OPT-OUT OR OBJECT

18. Exclusion/Opt-Out Elections: Settlement Class Members may elect not to be part of the Lawsuit and not to be bound by this Agreement (*i.e.*, "opt-out"). To make this election, Settlement Class Members must mail a written "Opt-Out Election" to the Settlement Administrator at an address specified in the Notice stating: (i) the name and case number of the Lawsuit: *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223; (ii) the full name, address, telephone number, and email address of the Settlement Class Member electing exclusion; (iii) a statement that the Settlement Class Member elects to be excluded from the Lawsuit and elects not to participate in the settlement; (iv) the full name, title, business address, business telephone number, and business email address of the person submitting the written election for the Settlement Class Member; and (v) a representation that the

person submitting the written election has the authority to do so on behalf of the Settlement Class Member. Opt-Out Elections must be postmarked no later than forty-nine (49) days after the Notice Date (the “Opt-Out Deadline”). Except for those Settlement Class Members who have properly and timely mailed an Opt-Out Election, all Settlement Class Members will be bound by this Agreement and the Final Approval Order. Within seven (7) business days of receiving an Opt-Out Election, the Settlement Administrator shall provide counsel for the Fifth Third/Vantiv Defendants and Settlement Class Counsel with a copy of the election and a report indicating the number of Eligible Calls associated with the Settlement Class Member who made the election.

19. Objections: Any Settlement Class Member who has not submitted a timely Opt-Out Election and who wishes to object to the fairness, reasonableness, or adequacy of the proposed settlement, to the attorneys’ fees and costs requested by Settlement Class Counsel, or the requested incentive awards, must do so by filing a written objection with the Court no later than forty-nine (49) days after the Notice Date (the “Objection Deadline”) and serving a copy of the objection on Settlement Class Counsel and counsel for the Fifth Third/Vantiv Defendants. It shall be the objector’s responsibility to ensure timely receipt of any objection by the Court, Settlement Class Counsel, and the counsel for the Fifth Third/Vantiv Defendants. To be considered by the Court, the objection must include: (i) the name and case number of the Lawsuit: *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223; (ii) the Settlement Class Member’s name, address, telephone number, and email address; (iii) the full name, title, business address, business telephone number, and business email address of the person submitting the objection for the Settlement Class Member; (iv) a representation that the person submitting the objection has the authority to do so on behalf of the Settlement Class Member; (v) a statement of each objection and the relief that the Settlement Class Member is requesting; and (vi) a statement of whether the Settlement Class Member intends to appear at the final approval hearing. Any Settlement Class Member who files and serves a written objection as described in this Paragraph 19 has the option to appear at the final approval hearing to object to the fairness, reasonableness, or adequacy of this proposed settlement, to the attorneys’ fees and costs requested by Settlement Class Counsel, or the requested incentive awards. However, Settlement Class Members intending to make an appearance at the final approval hearing must include a statement of intention to appear in the written objection filed with the Court and delivered to Settlement Class Counsel and counsel for the Fifth Third/Vantiv Defendants, and only those Settlement Class Members who include such a statement may speak at the final approval hearing. Settlement Class Members may retain counsel to object to the settlement and/or appear at the final approval hearing. If a Settlement Class Member is not a sole proprietorship or is otherwise a separate business entity, it may be required to make its objection and/or appear at the final approval hearing through an attorney. If a Settlement Class Member makes an objection or appears at the final approval hearing through an attorney, the Settlement Class Member will be responsible for his or her personal attorney’s fees and costs. Any Settlement Class Member who fails to file a timely objection shall have waived any right to object to this Agreement and shall not be permitted to object at the final approval hearing and shall be foreclosed from seeking any review of this settlement by appeal or other means.

VII. DISMISSAL AND RELEASE

20. Dismissal: In connection with the motion for final approval of the settlement, the Parties, through counsel, shall submit to the Court a proposed order granting final approval of the settlement and dismissal of the Lawsuit as it relates to claims against the Fifth Third/Vantiv Defendants with prejudice. The Parties shall jointly agree on the contents of the proposed order, which shall, among other things, provide that the Court will retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement (the “Proposed Final Approval Order”). All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

21. Plaintiffs and Settlement Class Member Release.

a. Release Upon Final Approval Order: Upon entry of the Final Approval Order, Plaintiffs and each Settlement Class Member who has not timely submitted an Opt-Out Election, on behalf of themselves and each of their respective agents, administrators, employees, representatives, successors, assigns, trustees, joint venturers, partners, legatees, heirs, personal representatives, predecessors, and attorneys (collectively the “Releasing Parties”), hereby jointly and severally release and forever discharge the Fifth Third/Vantiv Defendants and each of their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, predecessors, creditors, assigns, and assignees and all of their respective former, present, and future officers, directors, shareholders, managers, indemnitees, employees (whether acting in such capacity or individually), agents (alleged, apparent, or actual) other than those described in Paragraph 21.b, joint venturers, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, owners, associates, principals, advisors, divisions, subdivisions, departments, insurers, reinsurers, members, brokers, consultants, wholesalers, resellers, distributors, retailers, and vendors and all persons acting by, through, under, or in concert with them, or any of them (collectively, and except as specifically provided in Paragraph 21.b. below, the “Released Parties”), from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of, relating to, or otherwise in connection with the subject matter of the Second Amended Complaint and the recording of calls as alleged in the Second Amended Complaint, including but not limited to claims based on the Eligible Calls or claims for violation of CIPA, including but not limited to Section 632 and Section 632.7, or any other federal, state, or local statute, regulation, or common law relating to the recording of telephone calls at any time prior to the Final Settlement Date (the “Released Claims”).

b. Claims Not Released: Unless otherwise requested by the Fifth Third/Vantiv Defendants pursuant to Paragraph 28 with respect to Ironwood, John Lewis and Dewitt Lovelace, this release does not apply to or limit any action, whether pursued through the Lawsuit or any other claim or proceeding, by any Plaintiffs or Settlement

Class Members against Ironwood, John Lewis, Dewitt Lovelace, IPS, Brian Bentley, Adam Bentley, or Andrew Bentley.

c. Unknown Claims: The Parties expressly assume the risk that acts, omissions, matters, causes, or things may have occurred that they do not know or do not suspect to exist as of the Opt-Out Deadline, which if known by the Parties might have affected their decision with respect to this Settlement Agreement. To the extent permitted by applicable law, the Parties hereby waive the terms and provisions of any statute, rule, or doctrine of the United States or any state or territory of the United States, or principle of common law or foreign law that either: (i) narrowly construes releases purporting by their terms to release claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes, or things; or (ii) restricts or prohibits the releasing of such claims, including without limitation California Civil Code § 1542 or anything similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Each Party understands and acknowledges the significance and consequences of this waiver of California Civil Code § 1542 and of similar, comparable, or equivalent statutes and rules, and confirms that it has either discussed or been given an opportunity to discuss such matters with counsel of that Party's choice. The Releasing Parties acknowledge and understand that each is a "creditor" within the meaning of California Civil Code § 1542.

d. The Parties may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but each Releasing Party, upon the date of this Settlement Agreement, shall be deemed to have fully, forever, and irrevocably released, remised, discharged, and waived each and every Released Claim against each Released Party. The Parties acknowledge that the foregoing waiver was separately bargained for and is a key element of this Settlement Agreement.

VIII. MISCELLANEOUS PROVISIONS

22. Settlement Class Definition: For settlement purposes, the Parties have agreed to define the settlement class as follows:

All call recipients that received a telephone call to a California telephone number from an employee, agent, or other representative of, or from a call center operated by, International Payment Services, LLC or Ironwood Financial, LLC, or one of their affiliates, between May 8, 2014 and July 29, 2016, who appeared on a lead

list maintained by International Payment Services, LLC or Ironwood Financial, LLC, while the call recipient was physically present in California.

Excluded from the class are (i) the Judge and Magistrate Judge presiding over this Lawsuit and members of their immediate families; and (ii) the Fifth Third/Vantiv Defendants and their employees, subsidiaries, parent companies, successors, and predecessors.

Any call recipient meeting the definition of this class shall be referred to herein as a “Settlement Class Member” and, collectively, as the “Settlement Class” or “Settlement Class Members.”

The Fifth Third/Vantiv Defendants dispute that the Putative Fifth Third-IPS Classes and Putative Fifth Third-Ironwood Classes would be manageable or that issues common to those classes predominate over individual issues and deny that the Putative Fifth Third-IPS Classes and Putative Fifth Third-Ironwood Classes should be certified on the claims asserted in the Lawsuit. However, solely for the purposes of avoiding the expense and inconvenience of further litigation, the Fifth Third/Vantiv Defendants do not oppose the certification of the Settlement Class, for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(b)(3). Preliminary certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of the Putative Fifth Third-IPS Classes and Putative Fifth Third-Ironwood Classes or any litigation class is appropriate, nor would the Fifth Third/Vantiv Defendants be precluded from opposing class certification in further proceedings in the Lawsuit if this Agreement does not receive final approval. If the Final Settlement Date does not occur for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any proceedings involving the Fifth Third/Vantiv Defendants. No evidence of this Agreement or any other agreements made by or entered into by the Fifth Third/Vantiv Defendants in connection with this Agreement may be used by Plaintiffs, any Settlement Class Member, or any other persons or entities to establish any of the elements of class certification in any other proceedings against the Fifth Third/Vantiv Defendants or for any purpose other than to effectuate the class action settlement in accordance with the terms of this Agreement.

23. Preliminary Approval Motion: Upon full execution of this Agreement, Plaintiff will file a motion for preliminary approval of this class action settlement in accordance with the terms of this Agreement. The Fifth Third/Vantiv Defendants will not oppose a motion to certify the Settlement Class in accordance with the terms of this Agreement. The motion for preliminary approval shall submit to the Court a proposed order granting preliminary approval of the settlement and certification of the Settlement Class for settlement purposes. The Parties shall jointly agree on the contents of the proposed order (the “Proposed Preliminary Approval Order”).

24. Final Approval Hearing: Contemporaneously with the motion for preliminary approval of the settlement of the Lawsuit, the Parties shall request that the Court schedule a final approval hearing no earlier than thirty-five days (35) days after the Claims Deadline. No later than seven (7) days prior to the final approval hearing, Plaintiffs shall file a motion for final approval of the settlement and entry of the Proposed Final Approval Order. Plaintiffs shall include with this motion a list of all Settlement Class Members who validly and timely submitted an Opt-Out Election.

25. Status of Lawsuit If Settlement Is Not Approved: This Agreement is being entered into for settlement purposes only. There is no settlement if (i) the Court conditions the preliminary or final approval of this settlement on any substantive modifications of this Agreement (other than modifications to the time periods and dates described herein, additional notice to the class, or other procedural aspects of the Agreement) that are not acceptable to all Parties; (ii) if the Court does not approve this Agreement or enter the Preliminary Approval Order or the Final Approval Order; or (iii) if the Final Settlement Date does not occur for any reason. In such event, then (i) this Agreement is terminated, will be deemed null and void *ab initio*, and no Party shall be bound by any of its terms; (ii) to the extent applicable, any preliminary order approving the settlement or certifying the Settlement Class shall be vacated; (iii) the Parties shall request that the Court, following a further conference with the Parties, establish a schedule for the continuation of the Lawsuit; (iv) there will have been no admission of liability or that a class should be certified and no waiver of any claim or defense of any kind whatsoever; and (v) neither the settlement nor any of its provisions or the fact that this Agreement has been made shall be admissible in the Lawsuit or in any other action for any purpose whatsoever.

26. Right to Set Aside Settlement. The Settlement Administrator shall advise the Parties of the number and identity of valid and timely opt outs within seven (7) days after the Opt-Out Deadline. The Fifth Third/Vantiv Defendants shall have the right to set aside or rescind this Agreement, in the sole exercise of their discretion, if more than 500 Settlement Class Members opt out of the settlement. In order to exercise this right, the Fifth Third/Vantiv Defendants must inform Settlement Class Counsel of their decision to set aside the settlement in writing within fourteen (14) days after the Opt-Out Deadline. In the event the Fifth Third/Vantiv Defendants exercise their discretion to set aside the settlement, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this settlement and this Agreement shall have been made without prejudice to the Parties, shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose. All Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. In such event, the Parties to the Lawsuit shall move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Agreement.

27. Additional Claims Period: If the number of Eligible Calls for which a claim was submitted pursuant to Paragraph 3 above is insufficient to exhaust the entire Net Settlement Fund at the maximum payment of Five Thousand Dollars (\$5,000) per Eligible Call, then an additional opportunity for Settlement Class Members to submit a claim shall be offered as follows: Within twenty-eight (28) days after the Claims Deadline, the Settlement Administrator shall mail an additional communication and Claim Form to all Settlement Class Members who did not submit a claim and afford them an additional thirty-five (35) days to submit a claim by mail or online. The Parties will jointly agree on the content of the communication. If, after both this additional claims period and the Final Settlement Date have occurred, the number of Eligible Calls for which a claim was submitted is insufficient to exhaust the entire Net Settlement Fund at the maximum payment of Five Thousand Dollars (\$5,000) per Eligible Call, then any remaining amounts of the Net Settlement Fund will be paid to the Electronic Frontier Foundation.

28. Bankruptcy Case: The Fifth Third/Vantiv Defendants agree that they shall take all steps necessary, if any, in the Bankruptcy Case in furtherance of the Settlement Agreement. The Fifth Third/Vantiv Defendants will move or take steps necessary to adjourn the Derivative Standing Motion (Doc. 179) and the Claims Bar Date Motion (Doc. 210) subject to the Bankruptcy Court's calendar to a date subsequent to the Final Settlement Date. Plaintiffs agree not to take any actions that interfere with the resolution of claims made by the Fifth Third/Vantiv Defendants in the Ironwood Bankruptcy or the approval of this Settlement Agreement. Promptly following the Final Settlement Date, the Fifth Third/Vantiv Defendants will withdraw opposition to dismissal of Lewis and Lovelace and agree not to implead Ironwood in the Lawsuit. If the Fifth Third/Vantiv Defendants so request prior to the entry of a Final Approval Order, Plaintiffs shall dismiss Lewis and Lovelace with prejudice from the Lawsuit and the release in Paragraph 21 (the "Release") shall extend to Settlement Class Members' claims against Ironwood, Lewis and Lovelace notwithstanding any provision of Paragraph 21.b that may be to the contrary. The Fifth Third/Vantiv Defendants may take any action in the Bankruptcy Case that it deems to be in its best interests provided that no such action reduces or eliminates the Fifth Third/Vantiv Defendants' obligations under the Settlement Agreement. The Fifth Third/Vantiv Defendants agree that upon the Final Settlement Date, this Settlement Agreement, to the extent permissible, will survive and remain unaffected by any action, order, or finding of the Bankruptcy Court; and further agree that this Settlement Agreement is not subject to the approval of the Bankruptcy Court and shall become effective on its own terms.

29. Change of Time Periods: All procedural time periods and dates described in this Agreement are subject to the Court's approval and subject to modification. These time periods and dates may be changed by the Court or by the Parties' written agreement with or without notice to the Settlement Class as the Court may direct.

30. Weekend and Holiday Deadlines: If any deadline established by this Agreement falls on a weekend or court holiday, any such deadline shall be deemed to be extended to the next business day.

31. Binding on Successors: Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release same. This Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives. This agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party as a beneficiary to this Agreement.

32. Entire Agreement: This Agreement and the attached exhibits contain the entire agreement and understanding of the Parties with respect to the matters set forth herein, and constitute the complete, final, and exclusive embodiment of their agreement with respect to the settlement of the Lawsuit. This Agreement and the attached exhibits supersede any and all prior agreements, negotiations, arrangements, or understandings, whether written or oral, express or implied, between them relating to the subject matter hereof. The Parties agree that there are no understandings with respect to the settlement of the Lawsuit, whether written, oral, express,

implied, or otherwise, except as set forth in this Agreement and the attached exhibits, and that in entering into this Agreement, no Party has relied, or is entitled to rely, upon any promise, inducement, representation, statement, assurance, or expectation unless it is contained herein in writing.

33. Exhibits: The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein.

34. Recitals: The Recitals are incorporated by this reference and are part of this Agreement.

35. Modifications and Amendments: No amendment, change, or modification to this Agreement will be valid unless in writing signed by the Parties or their counsel.

36. Construction and Interpretation: Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement. This Agreement has been, and must be construed to have been, drafted by all the Parties to it so that any rule that construes ambiguities against the drafter will have no force or effect.

37. Counterparts: This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement shall be treated as originals.

38. Waiver: Except as set forth above with respect to the Claims Deadline, the Objection Deadline, and the Opt-Out Deadline, no delay on the part of any Party in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude the further exercise thereof, or the exercise of any other right, power, or remedy. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

39. Governing Law: The rights and obligations of the Parties under this Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois and without regard to conflicts of law principles.

40. Attorneys' Fees and Costs: Other than the payment of Settlement Class Counsel's attorneys' fees and costs in accordance with Paragraph 17 above, each Party shall bear their own attorneys' fees and costs relating in any way to the Lawsuit or this Agreement, or the subject matter of any of them.

41. Taxes: Under no circumstances will the Fifth Third/Vantiv Defendants have any liability for any taxes or tax expenses under this Agreement. Plaintiffs, Settlement Class Counsel, Settlement Class Members, and the recipients of any *cy pres* funds are responsible for

any taxes on their respective recoveries or awards. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by the Fifth Third/Vantiv Defendants or the Fifth Third/Vantiv Defendants' counsel.

42. No Admission of Liability: This Agreement reflects the Parties' compromise and settlement of disputed claims. The Fifth Third/Vantiv Defendants are entering into this Agreement in order to compromise and resolve disputed claims that they believe have no validity so as to avoid further litigation. The Fifth Third/Vantiv Defendants, by entering into this Agreement, do not admit liability and, in fact, expressly deny liability. The provisions of this Agreement, and all related drafts, communications and discussions, and any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any Party. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations, actions or proceedings connected with it, shall be admissible as evidence in this Lawsuit or any other pending or future civil, criminal, or administrative action or proceeding for any purpose whatsoever other than seeking preliminary and final approval of this Agreement or in any proceeding brought to enforce this Agreement.

43. Parties Represented by Counsel: The Parties acknowledge that: (i) Plaintiffs have been represented by independent counsel of their own choosing; (ii) the Fifth Third/Vantiv Defendants have been represented by independent counsel of their own choosing; (iii) they have read this Agreement and are fully aware of its contents; and (iv) their respective counsel fully explained to them the Agreement and its legal effect. The Parties executed this Agreement voluntarily and without duress or undue influence, and intend to be legally bound by this Agreement.

44. Authorization: The Parties represent that they each have all necessary power and authority to enter into this Agreement and to carry out such Party's obligations hereunder. Each signatory below represents and warrants that he or she is fully entitled and duly authorized to enter into this Agreement on behalf of the Party on whose behalf he or she is signing.

45. Support and Cooperation to Obtain Court Approval and in Administering the Settlement: The Parties agree, subject to their legal obligations, to support this Agreement and to cooperate to the extent reasonably necessary in producing information, executing any documents, or taking any additional actions which are consistent with and which may be necessary or appropriate to secure the Court's preliminary and final approval of this Agreement, or to effectuate the terms and administration of this Agreement.

46. Other Communications: Neither the Parties nor their counsel will issue press releases or make any statements to the press regarding this settlement that includes the names of any of the Fifth Third/Vantiv Defendants, unless all Parties, each in their sole discretion, agree to such press releases or statements. Neither the Plaintiffs nor their counsel will make a statement of any kind to any third party regarding the settlement prior to applying for preliminary approval, with the exception of communications with the Settlement Administrator. Neither the Parties nor their counsel shall include content concerning this settlement on any website (including blogs), on social media platforms, journals, articles, presentation materials, or in any promotional or

marketing materials or publications that includes the names of any of the Fifth Third/Vantiv Defendants, unless all Parties, each in their sole discretion, agree to such content. Notwithstanding the foregoing, this provision (i) shall not prohibit Settlement Class Counsel from communicating with any Settlement Class Member regarding the Lawsuit or this settlement; and (ii) shall not apply to statements made by any of the Fifth Third/Vantiv Defendants or their respective affiliates as part of filings with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, any related disclosures or communications with shareholders or investors, or any other required disclosures to regulators.

47. Notice to Counsel: All notices to Settlement Class Counsel provided for herein shall be sent by overnight mail and email to:

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, Illinois 60602

All notices to counsel for the Fifth Third/Vantiv Defendants provided for herein shall be sent by overnight mail and email to:

John Touhy
jtouhy@bakerlaw.com
Baker & Hostetler LLP
One North Wacker Drive, Suite 4500
Chicago, Illinois 60606

Paul Karlsgodt
pkarlsgodt@bakerlaw.com
Baker & Hostetler LLP
1801 California Street, Suite 4400
Denver, Colorado 80202

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

The remainder of this page is intentionally left blank.

Dated: March 3, 2022

SAT NARAYAN d/b/a EXPRESS HAULING



By: Sat Narayan

Title: owner

Individually and in a representative capacity

Dated: March , 2022

ROBERT MEYER d/b/a MANGIA NOSH

By: Robert Meyer

Title: _____

Individually and in a representative capacity

Dated: March , 2022

TAYSIR TAYEH d/b/a CHIEF'S MARKET

By: Taysir Tayeh

Title: _____

Individually and in a representative capacity

Dated: March , 2022

SETTLEMENT CLASS COUNSEL

Myron M. Cherry, as Settlement Class Counsel

Jacie C. Zolna, as Settlement Class Counsel

Benjamin R. Swetland, as Settlement Class Counsel

Dated: March ____, 2022

SAT NARAYAN d/b/a EXPRESS HAULING

By: Sat Narayan

Title: _____

Individually and in a representative capacity

Dated: March 4th, 2022

ROBERT MEYER d/b/a MANGIA NOSH



By: Robert Meyer

Title: OWNER

Individually and in a representative capacity

Dated: March ____, 2022

TAYSIR TAYEH d/b/a CHIEF'S MARKET

By: Taysir Tayeh

Title: _____

Individually and in a representative capacity

Dated: March ____, 2022

SETTLEMENT CLASS COUNSEL

Myron M. Cherry, as Settlement Class Counsel

Jacie C. Zolna, as Settlement Class Counsel

Benjamin R. Swetland, as Settlement Class Counsel

Dated: March ____, 2022

SAT NARAYAN d/b/a EXPRESS HAULING

By: Sat Narayan
Title: _____
Individually and in a representative capacity

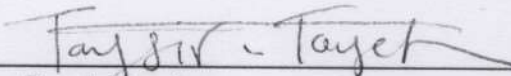
Dated: March ____, 2022

ROBERT MEYER d/b/a MANGIA NOSH

By: Robert Meyer
Title: _____
Individually and in a representative capacity

Dated: March 3, 2022

TAYSIR TAYEH d/b/a CHIEF'S MARKET



By: Taysir Tayeh
Title: owner
Individually and in a representative capacity

Dated: March ____, 2022

SETTLEMENT CLASS COUNSEL

Myron M. Cherry, as Settlement Class Counsel

Jacie C. Zolna, as Settlement Class Counsel

Benjamin R. Swetland, as Settlement Class Counsel

Dated: March ____, 2022

SAT NARAYAN d/b/a EXPRESS HAULING

By: Sat Narayan

Title: _____

Individually and in a representative capacity

Dated: March ____, 2022

ROBERT MEYER d/b/a MANGIA NOSH

By: Robert Meyer

Title: _____

Individually and in a representative capacity

Dated: March ____, 2022

TAYSIR TAYEH d/b/a CHIEF'S MARKET

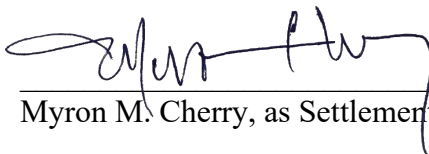
By: Taysir Tayeh

Title: _____

Individually and in a representative capacity

Dated: March 3, 2022

SETTLEMENT CLASS COUNSEL



Myron M. Cherry, as Settlement Class Counsel

Jacie C. Zolna, as Settlement Class Counsel

Benjamin R. Swetland, as Settlement Class Counsel

Dated: March ____, 2022

SAT NARAYAN d/b/a EXPRESS HAULING

By: Sat Narayan

Title: _____

Individually and in a representative capacity

Dated: March ____, 2022

ROBERT MEYER d/b/a MANGIA NOSH

By: Robert Meyer

Title: _____

Individually and in a representative capacity

Dated: March ____, 2022

TAYSIR TAYEH d/b/a CHIEF'S MARKET

By: Taysir Tayeh

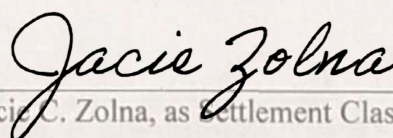
Title: _____

Individually and in a representative capacity

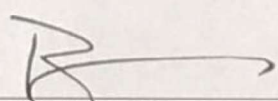
Dated: March 3, 2022

SETTLEMENT CLASS COUNSEL

Myron M. Cherry, as Settlement Class Counsel



Jacie C. Zolna, as Settlement Class Counsel



Benjamin R. Swetland, as Settlement Class Counsel


Dated: March ____, 2022

FIFTH THIRD BANK, N.A.

By: _____
Title: _____

Dated: March 8, 2022


VANTIV, INC. and WORLDPAY, INC. n/k/a/ WORLDPAY, LLC.



By: Marc M. Mayo
Title: Corporate EVP and Chief Legal Officer

Dated: March 8, 2022

**NATIONAL PROCESSING COMPANY
n/k/a WORLDPAY ISO, INC.**



By: Marc M. Mayo
Title: Corporate EVP and Chief Legal Officer

Dated: March 10, 2022

FIFTH THIRD BANK, N.A.

Ellen M. Maniaci

By: Ellen M. Maniaci

Title: Vice President & Senior Counsel

Dated: March ____, 2022

VANTIV, INC. and WORLDPAY, INC. n/k/a/ WORLDPAY, LLC.

By: _____

Title: _____

Dated: March ____, 2022

**NATIONAL PROCESSING COMPANY
n/k/a WORLDPAY ISO, INC.**

By: _____

Title: _____

Exhibit 1

II. What is the Lawsuit about?

On December 9, 2016, a class action lawsuit was filed in the United States District Court for the Northern District of Illinois, Eastern Division, now entitled *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223 (the “Lawsuit”). The Lawsuit alleged that independent sales organizations named International Payment Services, LLC (“IPS”) and Ironwood Financial, LLC (“Ironwood”), recorded certain calls to California businesses without disclosing the fact that the call was being recorded in violation of Sections 632 and 632.7 of the California Invasion of Privacy Act (“CIPA”). The Lawsuit further alleged that the purpose of these calls was to set in-person sales appointments with the businesses to sell credit card processing equipment and services on behalf of Fifth Third Bank, N.A. (“Fifth Third”), Vantiv, Inc. (“Vantiv”), and National Processing Company (“NPC”) (collectively, “the Fifth Third/Vantiv Defendants”), all of whom are named as defendants in the Lawsuit. The Fifth Third/Vantiv Defendants did not themselves make the calls and deny any wrongdoing or liability in connection with the Lawsuit.

III. What are the benefits of the proposed settlement?

Under the proposed settlement, the Fifth Third/Vantiv Defendants will make a payment of \$50,000,000 to create a fund on behalf of the Settlement Class Members (the “Settlement Fund”). Settlement Class Members who do not exclude themselves from the Lawsuit are eligible for a cash payment from the Settlement Fund for each call that is covered under the class definition set forth in Section VII below (an “Eligible Call” as defined in the Settlement Agreement). Settlement Class Members who received multiple Eligible Calls are entitled to a cash payment for each Eligible Call. The cash payment could be as high as \$5,000 per call depending on how many claims are submitted. It is not possible at this time, however, to know the exact amount of each payment. It is estimated, however, that individual settlement payments could be in the hundreds of dollars each.

IV. How do I receive a settlement payment?

In order to receive the cash payment described in this Notice you must complete and sign the enclosed claim form and mail it to the Settlement Administrator, or you can submit a claim online through the settlement website at CallSettlement.com, by the DUE DATE of [insert date]. A pre-paid, self-addressed envelope is provided with this Notice that you can use to mail in the claim form.

Regardless of whether you mail the claim form or submit a claim online, **you must do so by the DUE DATE of [insert date]** to be eligible to receive a payment. Settlement payments will only be issued if the proposed settlement is granted final approval by the Court. If your settlement payment equals or exceeds \$600 you may be required to submit a completed IRS Form W9 at a later date.

V. Why is there a proposed settlement?

The Court has not decided in favor of either side in the Lawsuit. Plaintiffs and Settlement Class Counsel believe the claims have merit. The Fifth Third/Vantiv Defendants do not believe the claims have merit. The Fifth Third/Vantiv Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation. Plaintiffs and Settlement Class Counsel believe that the proposed settlement is in the best interest of Settlement Class Members because it provides appropriate recovery and other relief now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals, including the possibility of no recovery for Settlement Class Members whatsoever.

VI. What is a class action lawsuit?

A class action lawsuit is a legal action in which one or more people represent a large group, or class, of people. The purpose of a class action lawsuit is to resolve at one time similar legal claims of the members of the group.

VII. Who is in the class?

On [insert date], the Court certified the Lawsuit as a class action for settlement purposes and defined the class as follows:

All call recipients that received a telephone call to a California telephone number from an employee, agent, or other representative of, or from a call center operated by, International Payment Services, LLC or Ironwood Financial, LLC, or one of their affiliates, between May 8, 2014 and July 29, 2016, who appeared on a lead list maintained by International Payment Services, LLC or Ironwood Financial, LLC, while the call recipient was physically present in California.

Any call recipient meeting the definition of this class shall be referred to herein as a “Settlement Class Member” and, collectively, as the “Settlement Class” or “Settlement Class Members.”

VIII. When and where is the final approval hearing?

The final approval hearing has been set for [insert date and time] before the Honorable Rebecca R. Pallmeyer in Courtroom 2541 of the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604. The final approval hearing may be conducted remotely via teleconference. Please check the settlement website for information on whether the final approval hearing will be conducted remotely via teleconference and, if so, how to participate: CallSettlement.com

The Court will hear any comments from the parties or objections concerning the fairness of the proposed settlement at the final approval hearing, including the amount requested for attorneys’ fees and costs or the requested incentive awards.

You **do not** need to attend the final approval hearing to remain a Settlement Class Member or to obtain any benefits under the proposed settlement. You or your attorney may attend the hearing, at you or your business’s own expense. You or your business do not need to attend this hearing to have a properly filed and served written objection considered by the Court.

IX. How can a Settlement Class Member be excluded from the Lawsuit and the settlement?

Any Settlement Class Member has the right to be excluded from the Lawsuit by written request. If you wish to be excluded from the case, you must mail a written request to the Settlement Administrator at the address set forth below stating that you or your business wants to be excluded from the class. All exclusion requests must include (i) the name and case number of the Lawsuit: *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223; (ii) the full name, address, telephone number, and email address of the Settlement Class Member electing exclusion; (iii) a statement that the Settlement Class Member elects to be excluded from the Lawsuit and elects not to participate in the settlement; (iv) the full name, title, business address, business telephone number, and business email address of the person submitting the written election for the Settlement Class Member; and (v) a representation that the person submitting the written election has the authority to do so on behalf of the Settlement Class Member. A

Settlement Class Member's exclusion request must be postmarked no later than **the DUE DATE of [insert date]** and sent to the following address: **[insert mailing address]**.

If you properly and timely elect to be excluded from the case, you or your business will not have any rights as a Settlement Class Member pursuant to the proposed settlement, will not be eligible to receive any monetary payment under the proposed settlement, will not be bound by any further orders or the judgment entered in the Lawsuit, and will remain able to pursue any claims alleged in the Lawsuit against the Fifth Third/Vantiv Defendants on your own and at your own expense and with your own counsel. If you proceed on an individual basis after electing to be excluded from the Lawsuit you may receive more, or less, of a benefit than you would otherwise receive under this proposed settlement or no benefit at all. If you or your business does not elect to be excluded from the case, you will be deemed to have consented to the Court's jurisdiction and to have released the claims at issue against the Fifth Third/Vantiv Defendants as explained below, and will otherwise be bound by the proposed settlement.

If you previously excluded yourself or your business from the prior settlement with the Wells Fargo Defendants, you still must submit a written exclusion request to exclude yourself from this settlement with the Fifth Third/Vantiv Defendants.

X. How can a Settlement Class Member object to the settlement?

If you do not exclude yourself from the Lawsuit, you can comment in opposition to the settlement, including the amount requested for attorneys' fees and costs or the requested incentive awards, which is known as an objection, and you have the right to appear before the Court to express your opposition. Your written objection must be submitted in writing and filed with the Clerk of Court by **the DUE DATE of [insert date]**. The address for the Clerk of the Court is: Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604. You must also send copies of your written objection to the attorneys for the parties at the following addresses:

Settlement Class Counsel:

Myron M. Cherry
Jacie C. Zolna
Benjamin R. Swetland
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, Illinois 60602

Counsel for the Fifth Third/Vantiv Defendants:

John Touhy
Baker & Hostetler LLP
One North Wacker Drive, Suite 4500
Chicago, Illinois 60606

Paul Karlsgodt
pkarlsgodt@bakerlaw.com
Baker & Hostetler LLP
1801 California Street, Suite 4400
Denver, Colorado 80202

To be valid and considered by the Court, any such written objection must include the following information: (i) the name and case number of the Lawsuit: *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223; (ii) the Settlement Class Member's name, address, telephone number, and email address; (iii) the full name, title, business address, business telephone number, and business email address of the person submitting the objection for the Settlement Class Member; (iv) a representation that the person submitting the objection has the authority to do so on behalf of the Settlement Class Member; (v) a statement of each objection and the relief that the Settlement Class Member is requesting; and (vi) a statement of whether the Settlement Class Member intends to appear at the final approval hearing. Settlement Class Members may retain counsel to object to the settlement and/or appear at the final approval hearing. If a Settlement Class Member is not a sole proprietorship or is otherwise a separate business entity, it may be required to make its objection or appear at the final approval hearing through an attorney. If a

Settlement Class Member makes an objection or appears at the final approval hearing through an attorney, the Settlement Class Member will be responsible for his or her personal attorney's fees and costs. Any Settlement Class Member who fails to file a timely objection shall have waived any right to object to this Agreement and shall not be permitted to object at the final approval hearing and shall be foreclosed from seeking any review of this settlement by appeal or other means.

XI. What is the effect of final settlement approval?

If the Court approves the proposed settlement after the final approval hearing, it will enter a judgment dismissing the Lawsuit with prejudice and releasing all claims as described in this paragraph. If you do not elect to be excluded from the case, the proposed settlement will be your sole mechanism for obtaining any relief. All Settlement Class Members who do not timely elect to opt out of the proposed settlement, and each of their respective agents, administrators, employees, representatives, successors, assigns, trustees, joint venturers, partners, legatees, heirs, personal representatives, predecessors, and attorneys jointly and severally release and forever discharge the Fifth Third/Vantiv Defendants and each of their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, predecessors, creditors, assigns, and assignees and all of their respective former, present, and future officers, directors, shareholders, managers, indemnitees, employees (whether acting in such capacity or individually), agents (alleged, apparent, or actual) other than those described in Paragraph 21.b. of the Settlement Agreement, joint venturers, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, owners, associates, principals, advisors, divisions, subdivisions, departments, insurers, reinsurers, members, brokers, consultants, wholesalers, resellers, distributors, retailers, and vendors and all persons acting by, through, under, or in concert with them, or any of them, from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of, relating to, or otherwise in connection with the subject matter of the Second Amended Complaint and the recording of calls as alleged in the Lawsuit, including but not limited to claims based on calls that are covered under the class definition set forth above ("Eligible Calls") or claims for violation of CIPA, including but not limited to Section 632 and Section 632.7, or any other federal, state, or local statute, regulation, or common law relating to the recording of telephone calls at any time prior to the Final Settlement Date (as defined in the Settlement Agreement). Unless otherwise requested by the Fifth Third/Vantiv Defendants, this release does not apply to or limit any action, whether pursued through the Lawsuit or any other claim or proceeding, by any Plaintiffs or Settlement Class Members against Ironwood, John Lewis, Dewitt Lovelace, IPS, Brian Bentley, Adam Bentley, or Andrew Bentley.

Ironwood filed for bankruptcy and, as a result, was dismissed from the Lawsuit without prejudice. To avoid the bankruptcy proceeding from potentially interfering with the prosecution of the Lawsuit, Plaintiffs also moved for the dismissal of Ironwood's officers, John Lewis and Dewitt Lovelace, without prejudice. The settlement allows the Fifth Third/Vantiv Defendants to elect to extend the release set forth above to Ironwood, John Lewis, and Dewitt Lovelace so long as that election is made before an order granting Final Approval of the settlement. Settlement Class Members who do not opt out of the Settlement will be bound by the release in the Final Approval Order, which may also include a release of claims against these parties if the Fifth Third/Vantiv Defendants elect to include them.

If the proposed settlement is not approved, the Lawsuit will proceed as if no settlement had been reached. There can be no assurance that if the settlement is not approved and the Lawsuit resumes that Settlement Class Members will recover more than what is provided for under the proposed settlement or will recover anything at all.

XII. Who are the lawyers for Plaintiffs and class members?

The following lawyers (“Settlement Class Counsel”) are serving as counsel for the Settlement Class:

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, Illinois 60602
(312) 372-2100 (telephone)
(312) 853-0279 (facsimile)

From the beginning of the case to the present, Settlement Class Counsel has not received any payment for their services, nor have they been reimbursed for any out-of-pocket costs they have incurred, in prosecuting the Lawsuit against the Fifth Third/Vantiv Defendants or in obtaining this proposed settlement. Settlement Class Counsel will apply to the Court for an award of attorneys’ fees in the amount of no more than one-third (33.33%) of the Settlement Fund, after deducting incentive awards and settlement administration costs, as well as an additional amount for reimbursement of actual costs, which Settlement Class Counsel currently estimates will be between \$340,000-\$360,000. If the Court approves Settlement Class Counsel’s petition for fees and costs, it will be paid from the Settlement Fund. Settlement Class Members will not have to pay anything toward the fees or costs of Settlement Class Counsel. You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf and will seek final approval of the settlement on behalf of the Settlement Class Members. You may hire a lawyer to represent you in this case if you wish, but it will be at your own expense.

Settlement Class Counsel may also petition the Court for incentive awards in the amount of \$5,000 to each of the three Settlement Class representatives who helped the Settlement Class Counsel on behalf of the whole Settlement Class.

XIII. Where can I get more information about the Lawsuit?

This Notice provides only a summary of the Lawsuit. You can view the settlement agreement and obtain more information about the settlement at **CallSettlement.com**. In order to see the complete case file, including the settlement agreement and all other pleadings and papers filed in the Lawsuit, you may also examine the court file at the office of the Clerk of the Court in the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604.

**PLEASE DO NOT CONTACT THE COURT (INCLUDING
THE CLERK OF THE COURT OR THE JUDGE) OR DEFENDANTS
WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT**

**PLEASE ADDRESS ANY FURTHER CONTACT TO THE SETTLEMENT ADMINISTRATOR
AT:**

[insert name, address, phone number, and email address]

Dated: [INSERT DATE]

BY ORDER OF THE UNITED STATES DISTRICT COURT

Exhibit 2

«Barcode»

[insert box for name/address change]

Claim#: «ClaimID»-«MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

CLAIM FORM

Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.

Case No. 1:16-cv-11223

United States District Court for the Northern District of Illinois, Eastern Division

INSTRUCTIONS: Please sign below and return this Claim Form in the enclosed, self-addressed pre-paid envelope or mail it to: [insert name and address of Settlement Administrator]

In order to receive your settlement payment, you must submit your claim no later than [insert date] by mailing this claim form to the settlement administrator or by submitting a claim online at CallSettlement.com.

Call records reflect that the person or business identified below received calls from an International Payment Services, LLC or Ironwood Financial, LLC affiliated call center at the following number(s) between May 8, 2014 and July 29, 2016:

[Name, phone number(s), and number of calls to be pre-populated by Settlement Administrator]

I affirm that I have the authority to submit this Claim Form on behalf of the person or business identified above, and that, to the best of my knowledge, I or my company meet the definition of the Settlement Class as set forth in the Notice.

Dated: _____

Signature: _____

If you have any questions about this Claim Form, please call the Settlement Administrator toll-free at [insert phone number]. For additional information about the settlement, please visit **CallSettlement.com**.

Mail this Claim Form or submit it online on or before [insert date] (postmark deadline).

Ex. B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SAT NARAYAN d/b/a EXPRESS
HAULING, et al.,

Plaintiffs,

vs.

FIFTH THIRD BANK, *et al.*,

Defendants.

Case No. 1:16-cv-11223

CLASS ACTION

**DECLARATION OF LANA LUCCHESI
RE: NOTICE PROCEDURES**

1 I, Lana Lucchesi, declare and state as follows:

2
3 1. I am a Vice President with KCC Class Action Services, LLC (“KCC”), located in
4 San Rafael, California. Pursuant to the Order Granting Preliminary Approval of Class Action
5 Settlement (the “Preliminary Approval Order”) dated March 15, 2022, the Court appointed KCC
6 as the Claims Administrator in connection with the proposed Settlement of the above-captioned
7 Action.¹ I have personal knowledge of the matters stated herein and, if called upon, could and
8 would testify thereto.

9 **CAFA NOTIFICATION**

10 2. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. Section
11 1715, KCC compiled a CD-ROM containing the following documents: Class Action Complaint,
12 Amended Class Action Complaint, Second Amended Class Action Complaint, Response to Second
13 Amended Class Action Complaint, Amended Response to Second Amended Class Action
14 Complaint, Motion for Preliminary Approval, Preliminary Approval Order, Long-Form Notice,
15 Claim Form, Settlement Agreement, Order Denying Defendants' Motion to Dismiss, and the Order
16 Denying Motion for Judgment on Pleadings, which accompanied a cover letter (collectively, the
17 “CAFA Notice Packet”). A copy of the cover letter is attached hereto as Exhibit A.

18 3. On March 21, 2022, KCC caused sixty-one (61) CAFA Notice Packets to be mailed
19 via Priority Mail from the U.S. Post Office in Memphis, Tennessee to the parties listed on Exhibit
20 B, *i.e.*, the U.S. Attorney General, the Commissioners of Banking and Finance Institutions, the
21 Attorneys General of the 5 recognized U.S. Territories, and the Office of the Comptroller of the
22 United States, as well as parties of interest to this Action.

23 4. As of the date of this Declaration, KCC has received no response to the CAFA
24 Notice Packet from any of the recipients identified in paragraph 3 above.

25 **CLASS LIST**

26 5. On or around November 30, 2021 through December 8, 2021, KCC received from
27 Class Counsel several data files and PDF documents representing billing records, call databases,

28 ¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement, dated March 11, 2022 and²or the Preliminary Approval Order.

1 and daily lead lists. Phone numbers were obtained from the billing records and call databases. These
2 phone numbers were compared to the daily lead lists which contained names and addresses. For
3 records where a name and address could not be determined, KCC facilitated a reverse phone look-
4 up search.

5 6. KCC formatted the list for mailing purposes, removed duplicate records, and
6 processed the names and addresses through the National Change of Address Database (“NCOA”)
7 to update any addresses on file with the United States Postal Service (“USPS”). A total of 20,036
8 addresses were found and updated via NCOA. KCC updated its proprietary database with the Class
9 List.

10 7. Through the process described above, KCC identified 307,954 Class Members
11 (313,215 total unique phone numbers) associated with 1,153,324 total calls received during the
12 period covered by the settlement with the Fifth Third Bank Defendants (*i.e.*, from May 8, 2014 and
13 July 29, 2016).

14 **MAILING OF THE NOTICE PACKET**

15 8. On April 4, 2022, KCC caused the Notice and Claim Form (collectively, the “Notice
16 Packet”) to be printed and mailed to the 307,954 names and mailing addresses in the Class List. A
17 true and correct copy of the Notice Packet is attached hereto as Exhibit C.

18 9. Since mailing the Notice Packets to the Class Members, KCC has received 3,848
19 Notice Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or
20 other public source databases, KCC performed address searches for some of these undeliverable
21 Notice Packets and was able to find updated addresses for 7 Class Members. KCC will be
22 performing address searches for the remainder of these undeliverable Notice Packets that have yet
23 to be searched to find updated addresses. KCC promptly re-mailed Notice Packets to the 7 found
24 new addresses.

25 **PUBLICATION OF THE SUMMARY NOTICE**

26 10. KCC purchased approximately 1,000,000 impressions to be distributed
27 programmatically on various websites from April 4, 2022 through May 4, 2022. The impressions
28

1 were behaviorally targeted to adults 18 years of age and older in California who likely own, make
2 decisions for, or work in small businesses, as well as contextually targeted to content and keywords
3 related to small businesses. As of May 1, 2022, KCC has caused to be delivered approximately
4 925,634 impressions. Confirmation of the digital notices as they appeared on a variety of websites
5 is attached hereto as Exhibit D.

6 **SETTLEMENT WEBSITE**

7 11. On or around April 1, 2022, KCC established a website [www.CallSettlement.com]
8 dedicated to this matter to provide information to the Class Members and to answer frequently
9 asked questions. The website URL was set forth in the Notice and Claim Form. Visitors of the
10 website can download copies of the Notice, Claim Form, and other case-related documents.
11 Visitors can also submit claims online. As of May 1, 2022, the website has received 9,503 visits.
12

13 **TELEPHONE HOTLINE**

14 12. KCC established and continues to maintain a toll-free telephone number (1-855-
15 905-1494) for potential Class Members to call and obtain information about the Settlement, and/or
16 request a Notice. The telephone hotline became operational on April 1, 2022, and is accessible 24
17 hours a day, 7 days a week. As of May 1, 2022, KCC has received a total of 804 calls to the
18 telephone hotline.
19

20 **CLAIM FORMS**

21 13. The postmark deadline for Class Members to file claims in this matter is May 30,
22 2022. To date, KCC has received a total of 22,283 timely-filed claim forms. These counts are
23 subject to change as the claim filing deadline has not yet passed. KCC has not yet determined
24 whether any of the claims are valid or duplicative submissions.
25

26 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

27 14. The Notice informs Class Members that requests for exclusion from the Class must
28 be postmarked no later than May 23, 2022. As of the date of this declaration, KCC has not received

1 any requests for exclusion.

2 **OBJECTIONS TO THE SETTLEMENT**

3 15. The deadline for Class Members to object to the settlement is May 23, 2022. As of
4 the date of this declaration, KCC has not received any objections to the settlement.
5

6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct.

8 Executed on May 2nd, 2022 at San Rafael, California

9
10 
11 _____
12 Lana Lucchesi
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A



1 McInnis Parkway
Suite 250
San Rafael, CA 94903

March 21, 2022

VIA PRIORITY MAIL

«First» «Last»
«Company»
«Address_1»
«Address_2»
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

KCC Class Action Services, LLC is the independent third-party Administrator in a putative class action lawsuit entitled *Sat Narayan d/b/a Express Hauling et al. v. Fifth Third Bank, N.A. et al.*, Case No. 16 cv 11223. Baker & Hostetler LLP represents Fifth Third Bank, National Association, Vantiv, Inc. and Worldpay, Inc., n/k/a Worldpay LLC, and National Processing Company n/k/a Worldpay ISO, Inc. (“Defendants”) in that Action. The lawsuit is pending before the Honorable Rebecca R. Pallmeyer in the United States District Court for the Northern District of Illinois. This letter is to advise you that Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on March 12, 2022.

Case Name: *Sat Narayan d/b/a Express Hauling et al. v Fifth Third Bank, N.A. et al.*¹
Case Number: 16 cv 11223
Jurisdiction: United States District Court,
Northern District of Illinois
**Date Settlement
Filed with Court:** March 12, 2022

Defendants deny any wrongdoing or liability whatsoever, but have decided to settle this Action to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the following documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint*, *Amended Class Action Complaint*, *Second Amended Class Action Complaint*, *Response to Second Amended Class Action Complaint*, and the *Amended Response to Second Amended Class Action Complaint* are included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** A final fairness hearing in this matter has been scheduled for August 4, 2022. Plaintiffs filed *Motion for Preliminary Approval* requesting that the Honorable Rebecca R. Pallmeyer preliminarily approve the proposed Settlement.

¹ In an effort to avoid confusion upon review of the enclosed documents, the Action was initially captioned *Wang v. Wells Fargo Bank N.A., et al.* Plaintiffs then amended their complaint which modified the caption to *CS Wang & Associate, et al. v. Wells Fargo Bank. N.A., et al.* The caption was again modified upon the dismissal of other parties resulting from a settlement of those parties’ claims. That settlement did not involve Defendants.



«First» «Last»

«First» «Last»

Page 2

Copies of the *Motion for Preliminary Approval* and the *Preliminary Approval Order* are included on the enclosed CD.

3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Long-Form Notice and Claim Form* to be provided to the class are included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of March 21, 2022, no other settlement or agreement has been entered into by the Parties to this Action with each other, either directly or by and through their respective counsel.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of March 21, 2022, nor have any Notices of Dismissal been granted at this time.
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** While KCC Class Action Services, LLC is in the process of gathering information on this issue, pursuant to 28 U.S.C. § 1715(b)(7)(A), at this time a complete list of names of class members as well as each current State of residence is not available because the parties do not presently know the names or current addresses of all the proposed settlement class members and will not learn this information until after this notice is required to be sent in accordance with the CAFA statute. Given the nature of the Action, Defendants anticipate that most of the class members are residents of California. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that there are approximately 313,215 class members.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** Copies of the *Order Denying Defendants' Motion to Dismiss* and the *Order Denying Motion for Judgment on Pleadings* are included on the enclosed CD.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately at either fred.webb@computershare.com or (502) 830-6761 so that Defendants can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/
Fred Webb
Case Coordinator

Enclosure – CD Rom

Exhibit B

Last	First	Company	Address 1	Address 2	City	State	Zip
Garland	Merrick	Attorney General of the United States	United States Department of Justice	350 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Taylor	Troy	Office of the Alaska Attorney General	1031 W. 4th Avenue, Suite 200		Anchorage	AK	99501-1894
Marshall	Steve	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300152	Montgomery	AL	36130-0152
Rutledge	Leslie	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR	72201-2610
Bmovich	Mark	Office of the Arizona Attorney General	2035 N. Central Avenue		Phoenix	AZ	48004
CAFA Coordinator		Office of the Attorney General	Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Weiser	Phil	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Tong	William	State of Connecticut Attorney General's Office	185 Capitol Avenue		Hartford	CT	06106
Racine	Karl A.	District of Columbia Attorney General	400 5th St. NW		Washington	DC	20001
Jennings	Kathy	Delaware Attorney General	Carvel State Office Building	820 N. French Street	Wilmington	DE	19801
Moody	Ashley	Office of the Attorney General of Florida	The Capitol, PL-01		Tallahassee	FL	32399-1050
Chen	Ching	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
Shikada	Holly T.	Office of the Hawaii Attorney General	425 Queen Street		Honolulu	HI	96813
Miller	Tom	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Wadsen	Lawrence	State of Idaho Attorney General's Office	700 W. Jefferson Street, Suite 210	P.O. Box 83720	Boise	ID	83720-1000
Rasoul	Enid	Illinois Attorney General	James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Rokita	Todd	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Schmidt	Derek	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1597
Carmon	Daniel	Office of the Kentucky Attorney General	700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601
Landry	Jeff	Office of the Louisiana Attorney General	P.O. Box 94095		Baton Rouge	LA	70804-0095
Healey	Maura	Office of the Attorney General of Massachusetts	1 Ashburton Place	20th Floor	Boston	MA	02108-1698
Frosh	Brian	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD	21202-2202
Frey	Aaron	Office of the Maine Attorney General	State House Station 6		Augusta	ME	04333
Nessel	Dana	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48909-0212
Keith Ellison	Attorney General	Attention: CAFA Coordinator	445 Minnesota Street	Suite 1400	St. Paul	MN	55101-2131
Schmitt	Eric	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Lynch	Lynn	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS	39205
Kruidsen	Austin	Office of the Montana Attorney General	Justice Bldg.	215 N. Sanders Street	Helena	MT	59620-1401
Stein	Josh	Office of the North Carolina Attorney General	Department of Justice	P.O. Box 629	Raleigh	NC	27602-0629
Peterson	Doug	Office of the Nebraska Attorney General	2115 State Capitol	P.O. Box 99320	Lincoln	NE	68509-8920
Ford	Aaron	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson St.	Carson City	NV	89701
Formella	John	New Hampshire Attorney General	Hew Hampshire Department of Justice	33 Capitol St.	Concord	NH	03301-6397
Patkin	Matthew J.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market St., P.O. Box 080	Trenton	NJ	08625-0080
Baldreas	Rector	Office of the New Mexico Attorney General	P.O. Drawer 1508		Santa Fe	NM	87504-1508
James	Latitia	Office of the New York Attorney General	Dept. of Law - The Capitol	2nd Floor	Albany	NY	12224-0341
Wrigley	Drew H.	North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Ave., Dept. 125	Bismarck	ND	58505-0040
Yast	Dave	Ohio Attorney General	Rhodes State Office Tower	30 E. Broad St., 14th Fl.	Columbus	OH	43215
O'Connor	John	Oklahoma Office of the Attorney General	313 NE 21st St.		Oklahoma City	OK	73105
Rosenblum	Ellen F.	Office of the Oregon Attorney General	Justice Building	1162 Court St., NE	Salem	OR	97301-4096
Shapiro	Josh	Pennsylvania Office of the Attorney General	16th Fl., Strawberry Square		Harrisburg	PA	17120
Narozha	Peter	Rhode Island Office of the Attorney General	150 South Main St.		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211
Reynolds	Jason	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Slatery, III	Herbert H.	Tennessee Attorney General and Reporter	P.O. Box 20207		Nashville	TN	37202-0207
Paxon	Ken	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Reyes	Sean	Utah Office of the Attorney General	P.O. Box 142320		Salt Lake City	UT	84114-2320
Donovan	T.J.	Office of the Attorney General of Vermont	109 State St.		Montpelier	VT	05609-1001
Miyares	Jason	Office of the Virginia Attorney General	202 North Ninth St.		Richmond	VA	23219
Ferguson	Bob	Washington State Office of the Attorney General	1125 Washington St. SE	P.O. Box 40100	Olympia	WA	98504-0100
Morrissey	Patrick	West Virginia Attorney General	State Capitol Complex, Bldg. 1, Rm. E-26	1900 Kanawha Blvd. E.	Charleston	WV	25305
Kaul	Josh	Office of the Wisconsin Attorney General	Dept. of Justice, State Capitol	Rm. 114 East, P.O. Box 7857	Madison	WI	53707-7857
Hill	Bridget	Office of the Wyoming Attorney General	109 State Capitol		Cheyenne	WY	82002
Ala'ilima-Liua	Fainu/Ulelei Falefatu	American Samoa Gov't	Dept. of Legal Affairs, c/o Office of Attorney General	P.O. Box 7	Utulei	AS	96799
Camacho	Lewin T.	Office of the Attorney General, TTC Building	590 S. Marine Corps Dr.	Suite 901	Tamuning	Guam	96913
Manibusan	Edward	Northern Mariana Islands Attorney General	Administration Building	P.O. Box 10007	Saipan	MP	96950-8907
Hernandez	Domingo Eimanueli	Puerto Rico Attorney General	Torre Chardon, Suite 1201	350 Carlos Chardon Ave.	San Juan	PR	00918
George	Denise N.	Virgin Islands Attorney General, Department of Justice	3438 Kronprindsens Gade	GERs Complex, 2nd Floor	St. Thomas	VI	00802
Frosh	Gwen	Financial Institution Examiner	Office of the Comptroller of the Currency, OCC Headquarters	Constitution Center, 400 7th Street, S.W.	Washington	DC	20219
Taylor	Gregory	Litigation Division, Director	Office of the Comptroller of the Currency, OCC Headquarters	Constitution Center, 400 7th Street, S.W.	Washington	DC	20219
		Baker & Hostetler LLP	200 South Orange Avenue	Suite 2300	Orlando	FL	32801
Greenfield	Dana	Office of the Comptroller of the Currency	8375 Dix Ellis Trail	Suite 403	Jacksonville	FL	32256-8273

Exhibit C

Sat Narayan, et al. v. Fifth Third Bank, et al. Settlement Administrator
 P.O. Box 43541
 Providence, RI 02940-3541



FFN

«3of9 barcode»
 «BARCODE»

Postal Service: Please do not mark barcode

FFN «Claim Number»

<<COMPANY1>>

«Address3»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE» «COUNTRY»

Sat Narayan d/b/a Express Hauling, et al.
 v. Fifth Third Bank, et al.

United States District Court
 for the Northern District of Illinois
 Eastern Division

Case No. 1:16-cv-11223

**Must Be Postmarked
 No Later Than
 May 30, 2022**

Claim ID: <<Claim Number>>

PIN Code: <<PIN>>

Claim Form

CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)

Primary Address

Primary Address, Continued

City

State

ZIP Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

INSTRUCTIONS: Please sign below and return this Claim Form in the enclosed, self-addressed pre-paid envelope or mail it to: Sat Narayan, et al. v. Fifth Third Bank, et al. Settlement Administrator, P.O. Box 43541, Providence, RI 02940-3541.

In order to receive your settlement payment, you must submit your claim no later than May 30, 2022 by mailing this Claim Form to the Settlement Administrator or by submitting a claim online at www.CallSettlement.com.

Call records reflect that the person or business identified below received calls from an International Payment Services, LLC or Ironwood Financial, LLC affiliated call center at the following number(s) between May 8, 2014 and July 29, 2016:

Name of Business: <<COMPANY1>>

Phone Number That Received Calls	Number of Calls
<PhoneNumber1>	<NumberOfCalls1>
<PhoneNumber2>	<NumberOfCalls2>
<PhoneNumber3>	<NumberOfCalls3>
<PhoneNumber4>	<NumberOfCalls4>
<PhoneNumber5>	<NumberOfCalls5>

I affirm that I have the authority to submit this Claim Form on behalf of the person or business identified above, and that, to the best of my knowledge, I or my company meet the definition of the Settlement Class as set forth in the Notice.

Dated (mm/dd/yyyy): _____

Signature: _____

If you have any questions about this Claim Form, please call the Settlement Administrator toll-free at 1-855-905-1494. For additional information about the settlement, please visit www.CallSettlement.com.

Mail this Claim Form or submit it online on or before May 30, 2022 (postmark deadline).



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
----------------------------------	-----------------------------	-----------------------------	--	---

Regardless of whether you mail the Claim Form or submit a claim online, **you must do so by the DUE DATE of May 30, 2022** to be eligible to receive a payment. Settlement payments will be issued only if the proposed settlement is granted final approval by the Court. If your settlement payment equals or exceeds \$600, you may be required to submit a completed IRS Form W-9 at a later date.

V. Why is there a proposed settlement?

The Court has not decided in favor of either side in the Lawsuit. Plaintiffs and Settlement Class Counsel believe the claims have merit. The Fifth Third/Vantiv Defendants do not believe the claims have merit. The Fifth Third/Vantiv Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation. Plaintiffs and Settlement Class Counsel believe that the proposed settlement is in the best interest of Settlement Class Members because it provides appropriate recovery and other relief now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals, including the possibility of no recovery for Settlement Class Members whatsoever.

VI. What is a class action lawsuit?

A class action lawsuit is a legal action in which one or more people represent a large group, or class, of people. The purpose of a class action lawsuit is to resolve at one time similar legal claims of the members of the group.

VII. Who is in the class?

On March 15, 2022, the Court certified the Lawsuit as a class action for settlement purposes and defined the class as follows:

All call recipients that received a telephone call to a California telephone number from an employee, agent, or other representative of, or from a call center operated by, International Payment Services, LLC or Ironwood Financial, LLC, or one of their affiliates, between May 8, 2014 and July 29, 2016, who appeared on a lead list maintained by International Payment Services, LLC or Ironwood Financial, LLC, while the call recipient was physically present in California.

Any call recipient meeting the definition of this class shall be referred to herein as a “Settlement Class Member” and, collectively, as the “Settlement Class” or “Settlement Class Members.”

VIII. When and where is the final approval hearing?

The final approval hearing has been set for August 4, 2022 at 9:30 a.m. before the Honorable Rebecca R. Pallmeyer in Courtroom 2541 of the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, IL 60604. The final approval hearing may be conducted remotely via teleconference. Please check the settlement website for information on whether the final approval hearing will be conducted remotely via teleconference and, if so, how to participate: www.CallSettlement.com.

The Court will hear any comments from the parties or objections concerning the fairness of the proposed settlement at the final approval hearing, including the amount requested for attorneys’ fees and costs or the requested incentive awards.

You **do not** need to attend the final approval hearing to remain a Settlement Class Member or to obtain any benefits under the proposed settlement. You or your attorney may attend the hearing, at your or your business’s own expense. You or your business do not need to attend this hearing to have a properly filed and served written objection considered by the Court.

IX. How can a Settlement Class Member be excluded from the Lawsuit and the settlement?

Any Settlement Class Member has the right to be excluded from the Lawsuit by written request. If you wish to be excluded from the case, you must mail a written request to the Settlement Administrator at the address set forth below stating that you or your business wants to be excluded from the Settlement Class. All exclusion requests must include: (i) the name and case number of the Lawsuit: *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223; (ii) the full name, address, telephone number, and email address of the Settlement Class Member electing exclusion; (iii) a statement that the Settlement Class Member elects to be excluded from the Lawsuit and elects not to participate in the settlement; (iv) the full name, title, business address, business telephone number, and business email address of the person submitting the written election for the Settlement Class Member; and (v) a representation that the person submitting the written election has the authority to do so on behalf of the Settlement Class Member. A Settlement Class Member’s exclusion request must be postmarked no later than **the DUE DATE of May 23, 2022** and sent to the following address: *Sat Narayan, et al. v. Fifth Third Bank, et al.* Settlement Administrator, P.O. Box 43541, Providence, RI 02940-3541.

If you properly and timely elect to be excluded from the case, you or your business will not have any rights as a Settlement Class Member pursuant to the proposed settlement, will not be eligible to receive any monetary payment under the proposed settlement, will not be bound by any further orders or the judgment entered in the Lawsuit, and will remain able to pursue any claims alleged in the Lawsuit against the Fifth Third/Vantiv Defendants on your own and at your own expense and with your own counsel. If you proceed on an individual basis after electing to be excluded from the Lawsuit you may receive more, or less, of a benefit than you would otherwise receive under this proposed settlement or no benefit at all. If you or your business does not elect to be excluded from the case, you will be deemed to have consented to the Court’s jurisdiction and to have released the claims at issue against the Fifth Third/Vantiv Defendants as explained below, and will otherwise be bound by the proposed settlement.

If you previously excluded yourself or your business from the prior settlement with the Wells Fargo Defendants, you still must submit a written exclusion request to exclude yourself from this settlement with the Fifth Third/Vantiv Defendants.

X. How can a Settlement Class Member object to the settlement?

If you do not exclude yourself from the Lawsuit, you can comment in opposition to the settlement, including the amount requested for attorneys' fees and costs or the requested incentive awards, which is known as an objection, and you have the right to appear before the Court to express your opposition. Your written objection must be submitted in writing and filed with the Clerk of Court by **the DUE DATE of May 23, 2022**. The address for the Clerk of the Court is: Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, IL 60604. You must also send copies of your written objection to the attorneys for the parties at the following addresses:

Settlement Class Counsel:

Myron M. Cherry
Jacie C. Zolna
Benjamin R. Swetland
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, IL 60602

Counsel for the Fifth Third/Vantiv Defendants:

John Touhy
Baker & Hostetler LLP
One North Wacker Drive, Suite 4500
Chicago, IL 60606
Paul Karlsgodt
pkarlsgodt@bakerlaw.com
Baker & Hostetler LLP
1801 California Street, Suite 4400
Denver, CO 80202

To be valid and considered by the Court, any such written objection must include the following information: (i) the name and case number of the Lawsuit: *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223; (ii) the Settlement Class Member's name, address, telephone number, and email address; (iii) the full name, title, business address, business telephone number, and business email address of the person submitting the objection for the Settlement Class Member; (iv) a representation that the person submitting the objection has the authority to do so on behalf of the Settlement Class Member; (v) a statement of each objection and the relief that the Settlement Class Member is requesting; and (vi) a statement of whether the Settlement Class Member intends to appear at the final approval hearing. Settlement Class Members may retain counsel to object to the settlement and/or appear at the final approval hearing. If a Settlement Class Member is not a sole proprietorship or is otherwise a separate business entity, it may be required to make its objection or appear at the final approval hearing through an attorney. If a Settlement Class Member makes an objection or appears at the final approval hearing through an attorney, the Settlement Class Member will be responsible for his or her personal attorney's fees and costs. Any Settlement Class Member who fails to file a timely objection shall have waived any right to object to this Agreement and shall not be permitted to object at the final approval hearing and shall be foreclosed from seeking any review of this settlement by appeal or other means.

XI. What is the effect of final settlement approval?

If the Court approves the proposed settlement after the final approval hearing, it will enter a judgment dismissing the Lawsuit with prejudice and releasing all claims as described in this paragraph. If you do not elect to be excluded from the case, the proposed settlement will be your sole mechanism for obtaining any relief. All Settlement Class Members who do not timely elect to opt out of the proposed settlement, and each of their respective agents, administrators, employees, representatives, successors, assigns, trustees, joint venturers, partners, legatees, heirs, personal representatives, predecessors, and attorneys jointly and severally release and forever discharge the Fifth Third/Vantiv Defendants and each of their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, predecessors, creditors, assigns, and assignees and all of their respective former, present, and future officers, directors, shareholders, managers, indemnitees, employees (whether acting in such capacity or individually), agents (alleged, apparent, or actual) other than those described in Paragraph 21.b. of the Settlement Agreement, joint venturers, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, owners, associates, principals, advisors, divisions, subdivisions, departments, insurers, reinsurers, members, brokers, consultants, wholesalers, resellers, distributors, retailers, and vendors and all persons acting by, through, under, or in concert with them, or any of them, from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of, relating to, or otherwise in connection with the subject matter of the Second Amended Complaint and the recording of calls as alleged in the Lawsuit, including but not limited to claims based on calls that are covered under the class definition set forth above ("Eligible Calls") or claims for violation of CIPA, including but not limited to Section 632 and Section 632.7, or any other federal, state, or local statute, regulation, or common law relating to the recording of telephone calls at any time prior to the Final Settlement Date (as defined in the Settlement Agreement). Unless otherwise requested by the Fifth Third/Vantiv Defendants, this release does not apply to or limit any action, whether pursued through the Lawsuit or any other claim or proceeding, by any Plaintiffs or Settlement Class Members against Ironwood, John Lewis, Dewitt Lovelace, IPS, Brian Bentley, Adam Bentley, or Andrew Bentley.

Ironwood filed for bankruptcy and, as a result, was dismissed from the Lawsuit without prejudice. To avoid the bankruptcy proceeding from potentially interfering with the prosecution of the Lawsuit, Plaintiffs also moved for the dismissal of Ironwood's officers, John Lewis and Dewitt Lovelace, without prejudice. The settlement allows the Fifth Third/Vantiv Defendants to elect to extend the release set forth above to Ironwood, John Lewis, and Dewitt Lovelace so long as that election is made before an order granting final approval of the settlement. Settlement Class Members who do not opt out of the Settlement will be bound by the release in the Final Approval Order, which may also include a release of claims against these parties if the Fifth Third/Vantiv Defendants elect to include them.

If the proposed settlement is not approved, the Lawsuit will proceed as if no settlement had been reached. There can be no assurance that if the settlement is not approved and the Lawsuit resumes that Settlement Class Members will recover more than what is provided for under the proposed settlement or will recover anything at all.

XII. Who are the lawyers for Plaintiffs and class members?

The following lawyers (“Settlement Class Counsel”) are serving as counsel for the Settlement Class:

Myron M. Cherry
mcherry@cherry-law.com
Jacie C. Zolna
jzolna@cherry-law.com
Benjamin R. Swetland
bswetland@cherry-law.com
Myron M. Cherry & Associates, LLC
30 North LaSalle Street, Suite 2300
Chicago, IL 60602
(312) 372-2100 (telephone)
(312) 853-0279 (facsimile)

From the beginning of the case to the present, Settlement Class Counsel has not received any payment for their services, nor have they been reimbursed for any out-of-pocket costs they have incurred, in prosecuting the Lawsuit against the Fifth Third/Vantiv Defendants or in obtaining this proposed settlement. Settlement Class Counsel will apply to the Court for an award of attorneys’ fees in the amount of no more than one-third (33.33%) of the Settlement Fund, after deducting incentive awards and settlement administration costs, as well as an additional amount for reimbursement of actual costs, which Settlement Class Counsel currently estimates will be between \$340,000-\$360,000. If the Court approves Settlement Class Counsel’s petition for fees and costs, it will be paid from the Settlement Fund. Settlement Class Members will not have to pay anything toward the fees or costs of Settlement Class Counsel. You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf and will seek final approval of the settlement on behalf of the Settlement Class Members. You may hire a lawyer to represent you in this case if you wish, but it will be at your own expense.

Settlement Class Counsel may also petition the Court for incentive awards in the amount of \$5,000 to each of the three Settlement Class representatives who helped the Settlement Class Counsel on behalf of the whole Settlement Class.

XIII. Where can I get more information about the Lawsuit?

This Notice provides only a summary of the Lawsuit. You can view the Settlement Agreement and obtain more information about the settlement at **www.CallSettlement.com**. In order to see the complete case file, including the Settlement Agreement and all other pleadings and papers filed in the Lawsuit, you may also examine the court file at the office of the Clerk of the Court in the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, IL 60604.

PLEASE DO NOT CONTACT THE COURT (INCLUDING THE CLERK OF THE COURT OR THE JUDGE) OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT. PLEASE ADDRESS ANY FURTHER CONTACT TO THE SETTLEMENT ADMINISTRATOR AT:

Sat Narayan, et al. v. Fifth Third Bank, et al. Settlement Administrator
P.O. Box 43541
Providence, RI 02940-3541
1-855-905-1494
admin@CallSettlement.com

Dated: April 4, 2022

BY ORDER OF THE UNITED STATES DISTRICT COURT



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

FFN

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1810 PROVIDENCE, RI

POSTAGE WILL BE PAID BY ADDRESSEE

SAT NARAYAN ET AL V FIFTH THIRD BANK ET AL
SETTLEMENT ADMINISTRATOR
PO BOX 43541
PROVIDENCE RI 02940-9419

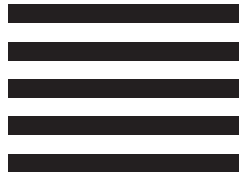


Exhibit D

*Sat Narayan, et al. v. Fifth Third
Bank, et al.*

Digital Media Screenshots



Get Started Health ▾ Dental ▾ Vision ▾ Support ▾



Sign In

Shop and Compare

Health insurance when you need it.

Open enrollment is over, but you can still apply through [special enrollment](#).

IF YOU RECEIVED A CALL FROM INTERNATIONAL PAYMENT SERVICES, LLC OR IRONWOOD FINANCIAL, LLC BETWEEN MAY 8, 2014 AND JULY 29, 2016 IN AN EFFORT TO SET AN IN-PERSON SALES APPOINTMENT

YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM

CallSettlement.com



Our calculator will be back soon, but you can still learn more about how Covered California works.


Get Started

Preview mode Desktop Website Custom URL Preview location On screen

☰ All Sections **DAILY BREEZE** [Subscribe](#) [Log in](#) 🔍

Dodgers are World Series favorites again but know 'on paper' means little

The Dodgers won 106 games last season but fell short in a bid to defend their World Series title. They've added Freddie Freeman to try to deliver on expectations.



Related

- [The 2022 Dodgers, position by position](#) 5 hours ago
- [2022 Dodgers regular-season schedule](#) 5 hours ago
- [Dodgers prospect Bobby Miller impresses in Freeway Series finale](#) 16 hours ago

LATEST HEADLINES

Pair appear headed for runoff in 62nd Assembly special election 22 hours ago



LA takes steps to electrify city's vehicle fleets 12 mins ago

Palos Verdes Nature Preserve expansion would protect endangered butterfly 1 hour ago

SUBSCRIBER ONLY
Leaving California? A 2022 guide to what state is best to move to 3 hours ago

SUBSCRIBER ONLY
Man shot on Hawthorne access road, collapses in nearby driveway and dies 3 hours ago

Election 2022: Manhattan Beach to vote on cannabis ban in November 4 hours ago



IF YOU RECEIVED A CALL FROM INTERNATIONAL PAYMENT SERVICES, LLC OR IRONWOOD FINANCIAL, LLC BETWEEN MAY 8, 2014 AND JULY 29, 2016 IN AN EFFORT TO SET AN IN-PERSON SALES APPOINTMENT

YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

[CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM](#)

[CallSettlement.com](#)

All Sections

Subscribe

Log In



67°F Wednesday, April 6th 2022
E-Edition

Los Angeles Daily News

News Local News Sports Things to Do Obituaries Opinion

TRENDING:

The Forum's new name Two Jima vet from West Hills Vaccine mandate lifted Latest news on Ukraine Reparations in California

IF YOU RECEIVED A CALL FROM INTERNATIONAL PAYMENT SERVICES, LLC OR IRONWOOD FINANCIAL, LLC BETWEEN MAY 8, 2014 AND JULY 29, 2016 IN AN EFFORT TO SET AN IN-PERSON SALES APPOINTMENT YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM

CallSettlement.com

Dodgers are World Series favorites again but know 'on paper' means little

The Dodgers won 106 games last season but fell short in a bid to defend their World Series title. They've added Freddie Freeman to try to deliver on expectations.



Related

- The 2022 Dodgers, position by position
3 hours ago

LATEST HEADLINES

SUBSCRIBER ONLY

Leaving California? A 2022 guide to what state is best to move to 38 mins ago

Disneyland adds 'sparkle and shine' during Club 33 refurbishment 43 mins ago






Academy moves up meeting to decide on Will Smith

TOO TOXIC TO TRASH

Entrepreneur VIDEO | WEBINARS | START A BUSINESS | SUBSCRIBE | BOOKS

Franchise →

Browse by list

RANK	FRANCHISE	INVESTMENT
#1	 Taco Bell	\$576K - \$3.4M
#2	 The UPS Store	\$185K - \$474K
#3	 Popeyes Louisiana Kitchen	\$384K - \$3.5M
#4	 Jersey Mike's Subs	\$145K - \$786K
#5	 Culver's	\$2.3M - \$5.8M

[View the Full List](#)

IF YOU RECEIVED A CALL FROM INTERNATIONAL PAYMENT SERVICES, LLC OR IRONWOOD FINANCIAL, LLC BETWEEN MAY 8, 2014 AND JULY 29, 2016 IN AN EFFORT TO SET AN IN-PERSON SALES APPOINTMENT

YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM

CallSettlement.com

entrepreneur.com/?_hstc=43953530.7bb18f9882c4e0ba552a79a66196e378.16492664...

KTLA 7.5 LAS VEGAS

Watch Live Video News Shows Weather Contests News tips About Jobs

TOP STORY ▶

Coachella announces Kanye's replacement headliner

Local news 16 mins ago

Stabbings in Los Feliz leave 2 wounded

Local news 8 mins ago

Arson suspected as 2 Boyle Heights stores burn

News 5 hours ago

Possible P-22 visit recorded in Hollywood Hills

Local news 8 mins ago

▶ Video: Canyon Country musician attacked with ax
Local news • 19 hours ago

▶ 1 killed, 3 hurt in 3 L.A. area freeway shootings
Local news • 13 hours ago

▶ SoCal braces for possible record-setting heat wave
Weather • 4 hours ago

▶ 'Don't say gay' bill introduced in Ohio
Nation/world • 5 mins ago

● 11-month-old boy reunited with mother: LAPD
Local news • 2 hours ago

● Baby names expected to be most popular in CA
Local news • 1 day ago

IF YOU RECEIVED A CALL FROM INTERNATIONAL PAYMENT SERVICES, LLC OR IRONWOOD FINANCIAL, LLC BETWEEN MAY 8, 2014 AND JULY 29, 2016 IN AN EFFORT TO SET AN IN-PERSON SALES APPOINTMENT

YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM CallSettlement.com



Official: Sacramento shooting suspect seen on video with gun

19h ago



Grass Valley weather: Slight chance of rain, snow showers early next week

6h ago |



Comment period ends for Idaho-Maryland Mine report

19h ago |

Retail pot license issue now before judge

19h ago |



Nevada County Captures: Levitating

20h ago |



Nevada County police blotter: Caller reports man starting warming fire

20h ago |



All is 'fair': Nevada City Psychic Fair celebrates 32 years



April 5 update: Nevada County COVID-19 cases rise by 3

19h ago



Alan Riquelmy: Paperchase

24h ago |

Brett McFadden to step down as Nevada Joint Union superintendent, accepts job in Monterey County

1d ago |



Voices raised: Voter rally inspires civic action with song and speech

2d ago |



'All you need is love': Love Caravan rolls through town

2d ago |



Poetry in the Parks: Empire Mine event kicks off poetry month readings

2d ago |

ONLINE GAMES

TRY FOR FREE

YOUR AD HERE >

IF YOU RECEIVED A CALL FROM INTERNATIONAL PAYMENT SERVICES, LLC OR IRONWOOD FINANCIAL, LLC BETWEEN MAY 8, 2014 AND JULY 29, 2016 IN AN EFFORT TO SET AN IN-PERSON SALES APPOINTMENT YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM

CallSettlement.com

#Coronavirus News

April 5 update: Nevada County COVID-19 cases rise by 3

19h ago

The screenshot shows the top navigation bar of the YourCentralValley.com website with categories: News, Weather, Sports, Community, Education, and Contests. The main content area features three article thumbnails:

- Liberty junior Sierra Gonzalez is a swimmer without ...**
Local Sports | 16 hours ago
- 2021 first-round draft pick Benny Montgomery excited ...**
Local Sports | 16 hours ago
- Haener was upfront with teammates after flirting ...**
Sports | 1 day ago
- Grizzlies Roster will feature two players with Valley ...**
Sports | 2 days ago

Below the thumbnails is a button: [View All Local Sports >](#)

At the bottom, there is a dark banner with white text: **IF YOU RECEIVED A CALL FROM INTERNATIONAL PAYMENT SERVICES, LLC OR IRONWOOD FINANCIAL, LLC BETWEEN MAY 8, 2014 AND JULY 29, 2016 IN AN EFFORT TO SET AN IN-PERSON SALES APPOINTMENT YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.** To the right is a green button: [CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM](#) and a white button: [CallSettlement.com](#)

Ex. C

DECLARATION OF MYRON M. CHERRY

I, Myron M. Cherry, declare as follows:

1. I am the founder and managing partner of Myron M. Cherry & Associates, LLC (the “Firm”) and represent Plaintiffs in *Sat Narayan d/b/a Express Hauling, et al. v. Fifth Third Bank, et al.*, Case No. 1:16-cv-11223 pending in the United States District Court for the Northern District of Illinois (the “Lawsuit”). I have personal knowledge of the facts set forth in this declaration and, if called to testify, could and would testify competently thereto.

2. I and others in the Firm have wide experience in class actions as well as complex litigation. I have represented plaintiffs and defendants in a variety of substantive litigation including without limitation class actions, civil rights, contract, antitrust, fraud, securities actions, environmental issues, and tort cases. I have tried cases to verdict before courts and juries in this and other jurisdictions. A substantial part of my practice since approximately 1972 involves plaintiff contingency litigation, including class action litigation.

3. I graduated from Northwestern University Law School in 1962 and have been practicing law for over 50 years, engaging exclusively in practice as a litigation and trial lawyer. I was an editor of the Northwestern Law Review and was awarded Order of the Coif. I am a member of the Federal Trial Bar and admitted to practice and have appeared before various Courts of Appeal, as well as the Supreme Court of the United States.¹ I am also a member of the Bar in the states of Illinois, California, Wisconsin, and the District of Columbia.

¹ I am admitted to practice in the following federal courts: U.S. Supreme Court, First Circuit Court of Appeals, Seventh Circuit Court of Appeals, Ninth Circuit Court of Appeals, District of Columbia Circuit Courts of Appeals, U.S. District Court for the Northern District of Illinois, U.S. District Court for the Central District of Illinois, U.S. District Court for the Eastern District of Wisconsin, U.S. District Court for the Central District of California, and U.S. District Court for the Southern District of California.

4. Over the years, our Firm has recovered hundreds of millions of dollars in verdicts and settlements for the classes, individuals, and entities whom we have represented. A summary of representative cases is attached hereto as **Ex. 1**.

5. The Firm also devotes a significant amount of time to public interest issues, including community affairs, political affairs, *pro bono* representation, and assisting indigent individuals—work for which one of the Firms’ partners, Jacie Zolna, was recognized on two occasions (in 2013 and again in 2017) with the United States District Court for the Northern District of Illinois’ Award for Excellence in *Pro Bono* Service.

6. The Firm was required to spend a significant amount of its time and resources on the Lawsuit over the past five years, which interfered with the Firm’s ability to accept other opportunities. Due to its breadth and complexity, the Lawsuit required several lawyers at our Firm, including Jacie Zolna, Benjamin Swetland, Jeremiah Nixon, and Jessica Chavin, to work almost exclusively on this case for significant periods of time over the past five years. This posed a significant risk to our Firm since the lawyers who worked on this case otherwise would have been involved in other matters or potential opportunities but for the demands this case took on their time. We nonetheless undertook the prosecution of this suit after an analysis of the risks, which were substantial, versus the potential reward under the customary contingent fee system in Illinois.

7. Discovery in this case has been substantial and hard-fought. Nearly 750,000 documents have been produced, as well as call databases from third parties that contain approximately 1,300,000 million call recordings to phone numbers with California area codes. Plaintiffs have also issued 1,093 written discovery requests and responded to 666 written discovery requests issued by the various defendants. Several depositions have also been taken,

including of all the named Plaintiffs, three of Plaintiffs' experts, and ten employees of the Fifth Third/Vantiv Defendants. Plaintiffs further litigated numerous complex discovery disputes, including disputes with the Fifth Third/Vantiv Defendants.

8. Plaintiffs' counsel undertook exhaustive research of the legal issues involved, conducted detailed factual investigation, briefed a number of significant motions, and obtained several substantive rulings from the Court, including favorable decisions on various motions to dismiss, as well as motions for judgment on the pleadings. The parties also fully briefed, twice, Plaintiffs' motion for class certification. Plaintiffs have enlisted three experts, all of whom submitted reports and were deposed. If the litigation were to continue it is likely additional experts will be retained. Plaintiffs' counsel also retained two separate bankruptcy law firms to assist with the Fifth Third/Vantiv Defendants' efforts in the Ironwood bankruptcy proceedings and its potential impact on this suit and consulted with other bankruptcy lawyers as well.

9. The Firm primarily represents clients on a contingent fee basis. Clients that retain our Firm on a contingent fee basis typically agree to a contingency fee percentage of at least 33.33% of the recovery and often more than that amount. It is not unusual for clients to retain our firm under contingency fee arrangements of up to 35%-40% of the recovery.

10. When prosecuting class actions, our Firm is typically awarded attorneys' fees of at least 33.33% of the common fund. For example, the Honorable Matthew F. Kennelly awarded our Firm attorneys' fees in the amount of 35% of the common fund in a class action suit brought on behalf of United Airline pilots against their union. *See Mansfield v. Air Line Pilots Association, International*, Case No. 1:06-cv-6869 (N.D. Ill. Feb. 14, 2009) at Doc. 373 at ¶ 17 (awarding attorneys' fees in the amount of 35% of the \$44 Million settlement fund). Other courts have awarded our Firm attorneys' fees in a similar percentage in common fund class action

settlements.

11. Attached hereto as **Ex. 2** is a true and correct copy of the itemization of the costs incurred by the Firm in connection with the Lawsuit, which is a record kept in the ordinary course of business of the Firm.² As set forth in these records, the Firm incurred \$435,807.68 in costs in connection with this litigation, of which \$83,191.45 was reimbursed as part of the settlement with the Wells Fargo Defendants. Thus, the total amount of unreimbursed costs incurred by the Firm in connection with the Lawsuit is \$352,616.23.

12. The settlement administrator, KCC, LLC, provided an estimate to the Firm of \$498,919 - \$729,051 to administer the settlement with the Fifth Third/Vantiv Defendants.

13. The three named Plaintiffs played important roles and stayed actively involved in the Lawsuit. Representatives of Plaintiffs Sat Narayan d/b/a Express Hauling, Robert Meyer d/b/a Mangia Nosh, and Taysir Tayeh d/b/a Chief's Market stayed actively involved in the litigation for several years, including responding to voluminous discovery, being deposed, routinely communicating with Class Counsel, and reviewing pleadings and other case materials. Representatives from both Plaintiffs took time off work and/or their personal lives to meet with Class Counsel, as well as to have their depositions taken in Chicago.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 2, 2022

/s/ Myron M. Cherry
Myron M. Cherry

² The identity of unnamed class members that are contained in these records have been redacted.

Ex. 1

NOTABLE RESOLVED AND PENDING CASES OF THE
ATTORNEYS OF MYRON M. CHERRY & ASSOCIATES, LLC

GENERAL CLASS ACTIONS & COMPLEX LITIGATION

McKenzie-Lopez v. City of Chicago, 15 CH 4802 (Circuit Court of Cook County, Illinois)

Appointed class counsel in lawsuit challenging the manner in which the City of Chicago operated and enforced its speed and red-light camera program. Obtained first ever settlement in connection with the City's traffic camera program that not only required changes to the City's practices and other injunctive relief, but also monetary relief valued in excess of \$125 Million.

Mansfield v. Air Line Pilots Ass'n Int'l, 06-cv-6869 (N.D. Ill.)

The firm was appointed lead class counsel and recovered \$44 million for a class of Senior Pilots of United Airlines in a class action, in which United Airlines was an intervening party, alleging that the defendant union improperly distributed the proceeds of \$550 million in convertible notes it received as part of United Airline's bankruptcy. According to published reports at the time, this settlement represented the largest amount ever paid by a union for violation of the duty of fair representation.

Ventas, Inc. v. Sullivan & Cromwell, 5232-02 (Sup. Ct., D.C.)

The firm prosecuted an action against a major Wall Street law firm, Sullivan & Cromwell, for legal malpractice resulting from advice given in connection with a complex corporate reorganization that required a payoff of public debt. Shortly before trial, the firm obtained a \$25.5 million settlement, one of the largest settlements or verdicts recorded in a legal malpractice case.

Otero v. Dart, 12-cv-3148 (N.D. Ill.)

Lead class counsel in certified class action against the Sherriff of Cook County for alleged unconstitutional detention of individuals acquitted of wrongdoing at trial. The firm obtained an unprecedented settlement that required changes to the Sherriff's release procedures, as well as monetary payments to individual class members.

Midwest Medical Records Assoc., Inc. v. Brown, 15 CH 16986 (Circuit Court of Cook County, Illinois)

Class action seeking the return of unlawful filing fees charged by the Cook County Clerk of Court. Obtained decision from the First District Appellate Court of Illinois finding that the voluntary payment doctrine does not apply to the payment of court filing fees. *Midwest Med. Records Ass'n, Inc. v. Brown*, 2018 IL App (1st) 163230. The firm was appointed class counsel and settled the case for \$5,218,155, an amount which represented full refunds for the class, as well as injunctive relief that prevented the Clerk from charging the fee at issue in the future.

Ehret v. Uber Technologies, Inc., 3:14-cv-113-EMC (N.D. Cal.)

Class counsel in certified class action against Uber for consumer fraud based on misrepresentations regarding gratuity to drivers. The firm obtained a settlement that provided a full refund to class members of the amount of the gratuity charge that Plaintiff claimed was unlawfully retained by Uber.

Jacobson v. Bd. of Ed. of City of Chicago, 94 L 5360 (Circuit Court of Cook County, Illinois)

The firm was retained by other attorneys to take over prosecution of class action brought on behalf of former Chicago public school principals who were unlawfully terminated as a result of a public act that was later found to be unconstitutional. Due to the firms' efforts, the suit settled for \$2 Million, an amount sufficient to compensate almost all class members the full amount of their lost wages.

In re Chicago Sun-Times Circulation Litigation, 04 CH 9757 (Circuit Court of Cook County, Illinois)

The firm was appointed to the executive committee in a class action on behalf of defrauded purchasers of advertising space in the Chicago Sun Times, which resulted in a settlement of \$15 million in cash and other benefits to the class.

Muniz v. Rexnord Corp., 04-cv-2405 (N.D. Ill.)

The firm was appointed co-lead counsel and obtained a \$15 million settlement in a class action against multiple defendants alleging that they had caused toxins to contaminate the groundwater in an area covering approximately 1,000 homes.

Barnes v. Air Line Pilots Ass'n Int'l, 13-cv-6243 (N.D. Ill.)

The firm was appointed lead counsel in certified class action brought on behalf of United management pilots against their union challenging an improper methodology of distributing a lump sum payment of \$400 million from United Airlines that was supposed to provide the pilots with retroactive pay. The firm obtained a settlement that compensated each class member with a significant portion of their lost pay.

Illinois ex rel. Zolna-Pitts v. ATI Holdings, LLC, 12 CH 27483 (Circuit Court of Cook County, Illinois)

The firm successfully prosecuted a whistleblower suit on behalf of former employee for alleged widespread insurance fraud in connection with the defendants' alleged practice of overbilling for physical therapy services.

PrimeCo Personal Comm., L.P., v. Ill. Commerce Comm'n, 98 CH 5500 (Circuit Court of Cook County, Illinois)

We were one of several firms working together on a class action challenging the constitutionality of a state statute enabling municipalities to enact ordinances imposing a fee or tax on wireless telephone users. After the Illinois Supreme Court affirmed the trial court's declaration that the fee was unconstitutional, our firm was instrumental in obtaining a partial settlement valued at approximately \$30 million. After that, we successfully obtained not only class certification with respect to the plaintiffs, but also obtained certification of a defendant class, and then settled the remaining claims against the defendant class for approximately \$18 million, for a total settlement of approximately \$48 million.

DEFENSE AND GOVERNMENT INVESTIGATIONS

Contingent Commissions and Bid-Rigging Investigation of Insurance Industry

The firm was retained by the Illinois Department of Financial and Professional Regulation as a special examiner to assist in its investigation of contingent commissions and related practices, such as steering and bid-rigging, in the insurance industry, including Aon Corporation and Arthur J. Gallagher & Co. In addition to its factual investigation, the firm assisted in coordinating efforts with the Illinois Department of Financial and Professional Regulation and Attorney Generals. Approximately \$250 million was obtained in settlements as a result of this coordinated effort.

Cheek v. United States, 498 U.S. 192 (1991)

The firm successfully argued the landmark case regarding the interpretation of willfulness under the criminal provisions of the Internal Revenue Code.

Castagnola v. Hewlett-Packard Company, 11-cv-5772, 2012 WL 2159385 (N.D. Cal. 2012)

The firm successfully defended a nationwide class action alleging deceptive advertising in connection with the online marketing of defendant's membership programs and obtained a dismissal of the case in its entirety and with prejudice.

Additional Government Investigations

The firm has successfully represented companies and individuals being investigated by Attorney Generals, the Federal Trade Commission and other government agencies throughout the United States, including in Illinois, California, New York, Florida, Texas, Arkansas, Missouri, Iowa, and Wisconsin.

NOTABLE PUBLIC INTEREST CASES

Lyon v. Illinois High Sch. Ass'n, 13-cv-00173, 2013 WL 140926 (N.D. Ill. 2013) dissolved, 2013 WL 309205 (N.D. Ill. 2013)

The firm obtained a temporary injunction against the Illinois High School Association (“IHSA”) on behalf of a high school athlete enjoining the IHSA from prohibiting him from participating in his high school’s wrestling program as a fifth-year senior. While the injunction was later dissolved, the student was allowed to wrestle the remainder of the regular season of his senior year. The lawsuit was profiled in the *Chicago Sun-Times* and on the front page of the *Chicago Daily Law Bulletin*.

Solid Waste Agency of N. Cook Cnty. v. U.S. Army Corps of Engineers, 191 F.3d 845 (7th Cir. 1999), rev'd, 531 U.S. 159 (2001)

In litigation and administrative proceedings, the firm stopped the construction of a huge landfill on a parcel of land in Cook and Kane counties. This litigation was pursued in Illinois Circuit, Appellate, and Supreme Courts, as well as the Federal District Court, Seventh Circuit Court of Appeals, and the U.S. Supreme Court. The firm obtained an injunction and a subsequent order from the Seventh Circuit Court of Appeals banning the construction of the landfill. Although the U.S. Supreme Court later reversed, the firm assisted in negotiating a sale of the property to a government entity. The landfill was never built, and the land became a protected wetland preserve.

OTHER NOTABLE RESULTS

Siegler v. Illinois Superconductor Corp., 96 CH 5824 (Circuit Court of Cook County, Illinois)

The firm represented a client for breach of an oral contract for the purchase of securities. The firm obtained a unique, unprecedented decision from the Circuit Court of Cook County confirming that under the Uniform Commercial Code oral contracts for the purchase and sale of securities are enforceable. The firm tried the case and obtained a \$6.5 million judgment.

International Profit Associates, Inc. v. Paisola, 461 F. Supp. 2d 672 (N.D. Ill. 2006)

The firm obtained an injunction shutting down a website that was posting negative and defamatory information about one its clients and obtained a first-of-its-kind decision on internet law which continues to be cited around the Country.

Ex. 2

April 26, 2022

For the Period : 8/1/2016 through 4/26/2022

Disbursements and Costs:

			<u>Qty/Price</u>	<u>Amount</u>
<u>Audio Transcriptions</u>				
5/7/2020	- DIS	Payment to In Demand Electronic Court Reporting, Inc. (re: Telephone Conversation on 1/13/2015 - Original E-Transcript), Invoice 355546bea	1 96.00	96.00
	- DIS	Payment to In Demand Electronic Court Reporting, Inc. (re: Telephone Conversation on 1/15/2015 - Original E-Transcript), Invoice 355547bea	1 210.00	210.00
5/20/2021	- DIS	Audio & Transcription Services paid to Veritext, LLC Midwest Invoice #4998259 Job #4571801 on 5/4/2021 paid on 5/20/21 ck#13418	1 220.80	220.80
SUBTOTAL:				[<u>526.80</u>]
<u>Copy of Records</u>				
9/25/2017	- DIS	Payment to Elie B. Gold, Esq. (re: Cost of compiling recordings of phone calls and class info from IRIS, the third party subpoena respondent).	1 8,000.00	8,000.00

Ironwood Financial LLC Class Action

Page 3

		<u>Qty/Price</u>	<u>Amount</u>
2/18/2017 - DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.67	41.67
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 61.04	61.04
2/19/2017 - DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 27.17	27.17
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 27.17	27.17
- DIS	Mercury Services to [REDACTED] [REDACTED] (Invoice # 444275, dated 02/18/17)	1 27.17	27.17
5/13/2017 - DIS	Mercury Services to Taysir Tayeh in Roseville, CA (Invoice # 449197, dated 05/13/17)	1 41.41	41.41

Ironwood Financial LLC Class Action

Page 4

			<u>Qty/Price</u>	<u>Amount</u>
11/9/2018	- DIS	Document Delivery to Taysir Tayeh on 10/16/18 paid to Mercury Business Services Inv# 477848 ck#12674 dated 11/9/18	1 41.72	41.72
2/15/2019	- DIS	Delivery to Cobalt Speech Expert Witness - Paid to Mercury Business Services ck#12783 on 2/15/2019 Inv 482408 and 482797	1 18.59	18.59
3/1/2019	- DIS	Messenger Svc to expert Witnesses - Cobalt Speech and Language, Wireless Research Services - paid to Mercury Business Services on 3/1 for Inv 483655 ck#12796	1 108.26	108.26
3/29/2019	- DIS	Messenger to Corporation Services paid to Mercury Business Services on 3/29/19	1 38.25	38.25
4/26/2019	- DIS	Delivery Service on 2/21/19 to Cobalt Speech and Language, Westford MA - paid to Mercury Business Services on 4/26/19 ck#12851 Inv #484474	1 60.45	60.45
5/10/2019	- DIS	Delivery Wells Frgo Antelope CA paid to Mercury Business Services on 5/10/19 chk# 12868 Inv#486991	1 43.42	43.42
1/29/2021	- DIS	Federal Express to Phillips ADR Enterprises, P.C. (re: Mediation Agreement and Check), 1/29/2021, Invoice 515825.	1 50.31	50.31
2/17/2021	- DIS	Payment to Mercury (re: Next Business Day Service to Hon. Layn R. Phillips, Corona Del Mar CA, 2/4/2021), MMCA Check 13361, 2/17/21	1 127.22	127.22
2/23/2021	- DIS	Pd Ck# 13361 to Mercury Business for delivery to Ironwood Offices 2/17/2021	1 127.22	127.22
3/12/2021	- DIS	Payment to Mercury (re: Next Business Day Service to Hon. Layn R. Phillips, Corona Del Mar CA, 2/12/2021), MMCA Check 13375, 3/12/21	1 45.19	45.19
SUBTOTAL:				[<u>1,737.04</u>]
<u>Court Hearing Transcripts</u>				
5/25/2018	- DIS	Court Reporter Fee - pd to Frances Ward, CSR official Court Reporter - ck #13487 on 5/25/18	1 77.60	77.60
10/26/2018	- DIS	Court Reporter Transcript 10.23.18 Inv#20180207 DCN#32541 paid to Frances Ward, CSR on 10/26/18 ck#12658	1 54.75	54.75

Ironwood Financial LLC Class Action

Page 5

			<u>Qty/Price</u>	<u>Amount</u>
7/26/2019	- DIS	Court Reporter Expedited Transcript 107 pages pd to Frances Ward CSR - ck#12958 dated 7/26/19 Inv#20190062	1 518.95	518.95
10/8/2019	- DIS	Payment to Frances Ward CSR, MMCA Check #13034 (Re: 10/01/2019 Hearing Transcript).	1 83.70	83.70
3/25/2021	- DIS	Payment to Frances Ward CSR for expedited Hearing Transcript 10/23/20, MMCA Check #13384	1 67.90	67.90
SUBTOTAL:				[<u>802.90</u>]
<u>Deposition Transcripts</u>				
4/12/2019	- DIS	Expedited Transcription Services Inv#CHI3704218 paid to Veritext Records on 4/12/19 ck#12844	1 680.10	680.10
11/8/2019	- DIS	U.S. Legal Support Chicago - Certified Copies of transcript for Chicago appearance - paid Ck#13069 on 11/8/19 invoice# 851283 (Taysir Tayeh Deposition).	1 627.85	627.85
	- DIS	U.S. Legal Support Chicago - Certified Copies of transcripts for Chicago appearance - paid Ck#13069 on 11/8/19 Invoice# 851280 (Wang [\$497.20] and Meyer [\$512.15] Depositions)	1 1,009.35	1,009.35
12/6/2019	- DIS	Deposition Transcript for Andrew Fletcher paid to US Legal Support ck# 13093 dated 12/6/19 Inv#110332887	1 429.60	429.60
	- DIS	Deposition Transcript for Randall Snyder paid to US Legal Support ck# 13093 dated 12/6/19 Inv#110332156	1 455.60	455.60
	- DIS	Deposition Transcript for Christina Peters-Stasiewicz paid to US Legal Support ck# 13093 dated 12/6/19 Inv#110333609	1 528.90	528.90
1/21/2020	- DIS	Condensed transcripts (Jay Schmidt [\$389.85] and Sat Narayan [\$265.00]) - pd 1/7/2020 to US Legal Support Ck#13118 Inv#110338252	1 654.85	654.85
2/23/2021	- DIS	ob Nos.4418400 Wang v Wells - Transcript services Invoice #4825433 pd to Veritext Midwest (Jason Clark Deposition).	1 1,698.60	1,698.60
3/17/2021	- DIS	Payment to Veritext LLC, Invoice #4907112, MMCA Check 13387 (re: Deposition Transcript Video Services of Andy Huber Deposition).	1 780.00	780.00

Ironwood Financial LLC Class Action

Page 6

			<u>Qty/Price</u>	<u>Amount</u>
3/17/2021	- DIS	Payment to Veritext LLC, Invoice #4921894, MMCA Check 13387 (Re: Deposition Transcript of Andy Huber, 3/17/21).	1 1,521.40	1,521.40
10/1/2021	- DIS	Transcript services for David Powell deposition paid to Veritext Midwest chk# 13487 dated 10/1/2021 invoice #5297161 - job#4712107 job date 9/16/21	1 2,908.85	2,908.85
10/15/2021	- DIS	Job #4712138 on 9/23 for Transcript Services paid to Veritext Inv# 5319862 ck#13499 on 10/15/2021 (Witness: David Miller).	1 2,516.60	2,516.60
10/29/2021	- DIS	Cancellation of reporting Services paid to Veritext Job#4795788 on 10/20/21 Inv#5340281 ck#13510 dated 10/29/21 (Witness: Darcy Klaus).	1 425.00	425.00
11/12/2021	- DIS	Transcript Services and attendance paid to Veritext Job#4795776 on 10/13/21 Inv#5363924 ck#13520 dated 11/12/21 (Witness: Cathy Adams).	1 2,822.20	2,822.20
12/1/2021	- DIS	Transcript services 11/8/2021 job#4868072 paid to Veritext LLC Midwest chk #13525 on 12/1/2021 for Inv #5420035 (Witness: Darcy Klaus).	1 2,872.95	2,872.95
12/13/2021	- DIS	Job# 4868199 court Transcripts on 11/10/2021 - Inv# 5428896 dated 12/2/21 paid on 12/13/21 Chk#13533 (Witness: Kathy Elmore).	1 1,815.30	1,815.30
	- DIS	Job# 4857799 deposition transcripts on 11/16/2021 - Inv# 5434891 dated 12/6/21 paid on 12/13/21 Chk#13533 (Witness: Linda S. Bates).	1 2,197.65	2,197.65
12/29/2021	- DIS	Transcript Services job#4960399 on 12/2/21 Invoice # 5473199 paid to Veritext LLC Midwest ck#13542 dated 12/29/2021 (Witness: Matthew Huerta).	1 2,175.60	2,175.60
1/11/2022	- DIS	Transcript Services Job#4968425 on 12/13/2021 pd to Veritext LLC ck#13550 on 1/11/2021 inv#5490630 (Witness: J.T. Dominick).	1 1,986.75	1,986.75
SUBTOTAL:				[<u>28,107.15</u>]
<u>Document Storage</u>				
7/28/2017	- DIS	Media Hard Drive (Verity Group - Inv # 05170225 Dated 5/31/17)	1 200.00	200.00
	- DIS	Media Hard Drive - Verity Group (Inv #04170113 dated 04.30.17)	1 200.00	200.00

Ironwood Financial LLC Class Action

Page 7

			<u>Qty/Price</u>	<u>Amount</u>
10/6/2017	- DIS	Evidence storage and Vault Protection Drive 1 5/17 to 9/17 Drive 2 7/17 to 9/17 pd to Verity (chk#13228 on 10/6/17, Inv# 10170035)	1 120.00	120.00
11/3/2017	- DIS	Media Flash Drive storage - Pd to Verity Group Ck#13256 on 11/3/17 for \$88.75	1 88.75	88.75
1/22/2018	- DIS	Verity Group ck#13339 for Forensics Evidence Storage (Invoice # 12170170, dated 12/31/2017)	1 45.00	45.00
	- DIS	Verity Group ck#13339 for evidence storage (Invoice # 11170205, dated 11/30/2017)	1 395.00	395.00
2/16/2018	- DIS	Forensics Evidence Storage - pd to Verity ck#13372 Inv #01180205 dated 1/31/18	1 45.00	45.00
3/30/2018	- DIS	Document Storage and monthly User Fee - pd to Cherry & Assoc for Verity Group Inv. #02180175 pd with Ck #13394 on 3/4/18 - Reimb w ck #1208	1 45.00	45.00
4/13/2018	- DIS	Monthly Forensics Evidence Storage pd to Verity Group (Inv #03180232 pd with ck#13438 on 4/13/18)	1 45.00	45.00
5/11/2018	- DIS	Forensics: Evidence Storage - Paid to Verity Group (ck# 12861 for Inv# 041800022 dated 4/23/18)	1 45.00	45.00
	- DIS	Document Hosting - Project Manager Hours 37 @ \$175 - Paid to Verity Group (ck# 12861 for Inv# 04180188 dated 4/30/18)	1 6,475.00	6,475.00
6/22/2018	- DIS	Monthly data storage, set up database one-time fee, manage project, User fees - pd to Verity check# 12520 on 6/22/18	1 3,029.50	3,029.50
7/20/2018	- DIS	Job #06180185 - Monthly Storage July - Data Storage, project manager, user access fee - pd Ck# 12547 to Verity Group on 7/6/18	1 1,067.00	1,067.00
8/21/2018	- DIS	Monthly hosting of Data Storage and Management - Pd to Verity Group on 8/21/18 ck#12586	1 1,198.25	1,198.25
9/18/2018	- DIS	Monthly hosting of Data Storage plus Manager Hours - Paid to Verity Group on 9.18.18 ck #12618	1 1,023.25	1,023.25
9/28/2018	- DIS	Convert records to PDF, Endorse, delivery - Paid to Verity Group Inv 09180099 paid ck# 12633 on 9/25/18	1 874.08	874.08
10/12/2018	- DIS	Monthly Data Storage, Management fee and User Access Fee - pd to Verity Inc on 10/12/18 ck#12648	1 1,067.00	1,067.00
11/26/2018	- DIS	Monthly Data Storage, Manager hours and hosting fee - paid to Verity Group on 11/23/18 ck# 12689	1 979.50	979.50

Ironwood Financial LLC Class Action

Page 8

			<u>Qty/Price</u>	<u>Amount</u>
1/18/2019	- DIS	Storage and Management of Records paid to Verity Group - Inv # 12180099, ck#12758 on 1/18/2019	1 2,240.00	2,240.00
2/15/2019	- DIS	Data Storage hosting and processing time - Dec - Jan 2019 - pd ck#12787 on 2/15/2019 for Inv #'s 11180236, 01190211, 02190047	1 2,724.50	2,724.50
3/15/2019	- DIS	Monthly Document Storage and Management - Pd to Verity Group 3/15/19 ck#12814	1 1,701.75	1,701.75
4/12/2019	- DIS	Monthly Data Storage, Management and User Access paid to Verity Group ck#12845 4/12/19	1 2,283.00	2,283.00
6/21/2019	- DIS	Monthly hosting and data storage and management paid to Verity Group Inv#05190243 on 6/21/19 ck# 12916	1 1,791.75	1,791.75
7/12/2019	- DIS	Monthly data storage and Management for June 2019 paid 7/12/19 Ck# 12947 to Verity Group	1 1,658.00	1,658.00
	- DIS	Monthly data storage and Management for April 2019 paid 7/12/19 Ck# 12947 to Verity Group	1 1,945.50	1,945.50
12/19/2019	- DIS	Monthly Storage and Management paid to Verity Group on 12/19/19 - ck# 13129 for Inv# 11190014	1 2,309.00	2,309.00
1/21/2020	- DIS	Hosting, data, monthly storage Inv 12190005 dated 12/31/19 job #12190005 Wang v. Wells - paid ck#13143 to Verity Group	1 4,556.50	4,556.50
2/14/2020	- DIS	Monthly hosting and Data Storage paid to Verity Group on 2/14/20 for Inv# 01200146 dated 1/31/20	1 5,042.50	5,042.50
3/30/2020	- DIS	Monthly hosting and Data Storage - Paid to Verity Group Ck#13194 on 3/30/20 for Inv#02200159	1 4,430.00	4,430.00
9/29/2020	- DIS	Monthly Storage Inv #07200061 paid to Verity group via funds transfer on 8/3/20	1 4,629.00	4,629.00
	- DIS	Monthly Storage Inv #01200146 paid to Verity group ck# 13195 on 4/13/20	1 5,042.50	5,042.50
	- DIS	Monthly Storage Inv #04200055 paid to Verity group via funds transfer on 6/12/20	1 5,089.00	5,089.00
	- DIS	Monthly Storage Inv #03200073 paid to Verity group via funds transfer on 4/27/20	1 5,623.75	5,623.75
	- DIS	Monthly Storage Inv #06200012 paid to Verity group via funds transfer on 6/12/20	1 6,247.75	6,247.75
12/1/2020	- DIS	Pd to Verity Group EFT on 10/13/20 - monthly storage of documents	1 5,116.50	5,116.50

Ironwood Financial LLC Class Action

Page 9

			<u>Qty/Price</u>	<u>Amount</u>
12/1/2020	- DIS	Pd to Verity Group EFT on 11/20/20 - monthly storage of documents	1 5,598.32	5,598.32
2/9/2021	- DIS	Inv 07200061 Pd to Verity Group Wang v. Wells EFT on 1/11/2021 for Monthly Document Storage	1 4,584.00	4,584.00
	- DIS	Inv 11200042 Pd to Verity Group Wang v. Wells EFT on 1/11/2021 for Monthly Document Storage	1 4,890.75	4,890.75
	- DIS	Inv 10200060 Pd to Verity Group Wang v. Wells EFT on 1/11/2021 for Monthly Document Storage	1 5,067.75	5,067.75
	- DIS	Monthly Document Storage Paid to Verity Group By EFT on 2/9/21 \$6,366.00	1 6,366.00	6,366.00
4/9/2021	- DIS	Monthly Document Storage Paid to Verity Group By EFT on 3/22/21 \$5,781	1 5,781.00	5,781.00
4/19/2021	- DIS	Inv #03210023 paid by EFT to Verity Group Wang v. Wells monthly Data Storage	1 5,781.00	5,781.00
6/7/2021	- DIS	Monthly data storage for April 2021 paid to Verity Group by EFT on 6/7/2021	1 4,647.00	4,647.00
7/9/2021	- DIS	Monthly data storage for May 2021 Inv 05210043 paid to Verity Group by EFT on 6/21/2021	1 5,829.75	5,829.75
7/23/2021	- DIS	Monthly document data storage fees - Pd to Verity Group Inv #06210037 online 7/23/2021	1 5,781.00	5,781.00
8/20/2021	- DIS	Monthly document data storage fees - Pd to Verity Group Inv #0721004 pd 8/20/21 Ck# 13468	1 5,475.00	5,475.00
9/17/2021	- DIS	Monthly storage fees and management - Paid to Verity Group Inv# 08210070 by EFT on 9/17/2021	1 5,572.50	5,572.50
10/15/2021	- DIS	Montly data storage and management September 2021 paid to Verity Group by EFT on 10/15/2021	1 5,865.00	5,865.00
11/12/2021	- DIS	Monthly Data storage and management paid to Verity Group on 11/12/21 by EFT for invoice# 10210066	1 5,475.00	5,475.00
12/13/2021	- DIS	Monthly data storage and management paid to Verity Group by EFT Inv#11210026 dated 11/30/2021	1 6,040.50	6,040.50
1/11/2022	- DIS	Monthly data storage and management for December pd by EFT to Verity Group Inv #12210039 on 1/11/2021	1 5,430.00	5,430.00
2/28/2022	- DIS	Monthly Data Storage for February 2022 paid to Verity Group by EFT on 3/18/2022 - Invoice #02220016	1 5,430.00	5,430.00

Ironwood Financial LLC Class Action

Page 10

			<u>Qty/Price</u>	<u>Amount</u>
4/15/2022	- DIS	Monthly Data Storage for January 2022 paid to Verity Group by EFT on 4/15/2022 - Invoice #01220019 dated 01.31.2022	1 5,430.00	5,430.00
4/25/2022	- DIS	Monthly Data Storage for March 2022 paid to Verity Group - Invoice #03220074	1 5,820.00	5,820.00
SUBTOTAL:				[184,237.90]
<u>Filing Fees</u>				
8/31/2016	- DIS	Payment via Credit Card to Pay.gov (re: Complaint Filing Fee).; Receipt No. 0752-12647251	1 400.00	400.00
11/8/2019	- DIS	US Courts.com - Court Costs - paid 10/4 with Citi Card 2484 Ck#13058 on 11/8/19	1 19.00	19.00
SUBTOTAL:				[419.00]
<u>Mediation Fee(s)</u>				
2/5/2021	- DIS	Payment to Phillips ADR Enterprises, P.C. (re: 25% Split Mediation Fee for Judge Layn Phillips, 2/26/2021).	1 10,000.00	10,000.00
SUBTOTAL:				[10,000.00]
<u>Miscellaneous Expenses</u>				
11/8/2019	- DIS	Reed & Mackay - Fee for Air Travel Arrangements for Jason Wang for Chicago appearance - paid 10/4 with Citi Card 2484 Ck#13058 on 11/8/19	1 50.00	50.00
	- DIS	Reed & Mackay - Fee for Air Travel Arrangements for Robert Meyer for Chicago appearance - paid 10/4 with Citi Card 2484 Ck#13058 on 11/8/19	1 50.00	50.00
	- DIS	Reed & Mackay - Fee for Air Travel Arrangements for Taysir Tayeh for Chicago appearance - paid 10/4 with Citi Card 2484 Ck#13058 on 11/8/19	1 50.00	50.00
	- DIS	Reed & Mackay - Fee for Air Travel Arrangements for Jay Schmidt for Chicago appearance - paid 10/19 and 10/20 with Citi Card 2484 Ck#13058 on 11/8/19	1 50.00	50.00
SUBTOTAL:				[200.00]

			<u>Qty/Price</u>	<u>Amount</u>
<u>Out-of-Town Trip(s)</u>				
2/1/2019	- DIS	J. Zolna expense report for 1/29/2019 - Airfare and Uber - for Meeting with Jess Kranich in Salt Lake City - Paid ck# 12774 on 2/1/2019	1 1,547.84	1,547.84
2/15/2019	- DIS	B Swetland airfare and Uber expense reimbursement for meeting in Salt Lake City UT with J Kranich on 1/29/2019 - paid 2/15/19 ck# 12778	1 1,094.40	1,094.40
10/25/2019	- DIS	Reimbursement to Jeremiah Nixon for Cab and Uber used on trips to and from Airport for Deposition on 10.21.19 pd ck# 13047 on 10.25.19	1 119.62	119.62
	- DIS	Reimburse Jason Wang for Lyft and air expenses for travel 10/20 - 10/21/19 - pd 10/25/19 Ck# 13056. United Airlines - airfare to Chicago for appearance - Paid with Citi Card 2484 - Ck# 13058. Hotel stay - Congress Plaza Hotel - paid 10/4 with Citi Card 2484 Ck# 13058 on 11/8/19.	1 787.63	787.63
11/8/2019	- DIS	Congress Plaza Hotel - Taysir Tayeh hotel stay in Chicago for appearance - paid 10/4 with Citi Card 2484 Ck#13058 on 11/8/19. United Airlines - paid 10/4 with Citi Card 2484 Ck# 13058 on 11/8/19.	1 705.81	705.81
	- DIS	American Airlines - Robert Meyer airfare to Chicago for appearance - paid 10/3 with Citi Card 2484 Ck#13058 on 11/8/19. Congress Plaza Hotel - paid with Citi Card 2484 - Ck# 13058 on 11/8/19.	1 746.72	746.72
	- DIS	American Airlines - Jay Schmidt airfare to Chicago for appearance - paid 10/18 with Citi Card 2484 Ck#13058 on 11/8/19. United Airlines - paid 10/18 with Citi Card 2484 - Ck# 13058 on 11/8/19. Congress Plaza Hotel - paid 10/18 with Citi Card 2484 Ck# 13058 on 11/8/19. Local transportation and meals.	1 853.96	853.96
12/10/2019	- DIS	Sat Narayan - San Francisco CA/Las Vegas NV/San Francisco CA, 11/12/19 - 11/14/19 (Hotel and Airfare).	1 702.55	702.55
SUBTOTAL:			[6,558.53]	
<u>Payment to Expert Witness(es)</u>				
1/23/2019	- DIS	Payment to Wireless Research Services, LLC, MMCA Check #12730 (re: Retainer for Expert Witness Consulting, Expert Reports, etc.)	1 4,000.00	4,000.00

Ironwood Financial LLC Class Action

Page 12

		<u>Qty/Price</u>	<u>Amount</u>
2/15/2019 - DIS	Expert Fees paid to Cobalt Speech and Language Inc. Check# 12731 (re-issue of chk# 12729) paid on 2/6/2019	1 25,000.00	25,000.00
6/11/2019 - DIS	Payment to Class Experts Group, LLC for Document Services rendered 04/19/2019 - 05/18/2019 (including Finalizing 2 Reports), MMCA Check 12902, Invoice 1194.	1 3,712.50	3,712.50
7/23/2021 - DIS	Conference call with expert on Forensic communications - paid to 4Discovery LLC on 7/23/2021 Ck#13448	1 225.00	225.00
8/6/2021 - DIS	Forensic consulting paid to 4Discovery by EFT on 8/6/21 Invoice #4513	1 350.00	350.00
SUBTOTAL:			[<u>33,287.50</u>]
<u>Photocopying - Inhouse</u>			
9/2/2016 - DIS	Copies/prints for Month of August 2016	219 0.25	54.75
10/7/2016 - DIS	Copies/prints for Month of September 2016	464 0.25	116.00
12/5/2016 - DIS	Copies/prints for Month of November 2016	159 0.25	39.75
1/3/2017 - DIS	Copies/prints for Month of December 2016	277 0.25	69.25
3/6/2017 - DIS	Copies/prints for the Month of February 2017	86 0.25	21.50
- DIS	Copies/prints for the Month of January 2017	211 0.25	52.75
4/19/2017 - DIS	Copies/prints for Month of March 2017	2,895 0.25	723.75
5/4/2017 - DIS	Copies/prints for Month of April 2017	1,106 0.25	276.50
6/9/2017 - DIS	Copies/prints for Month of May 2017	142 0.25	35.50
7/13/2017 - DIS	Copies/prints for Month of June 2017	142 0.25	35.50

Ironwood Financial LLC Class Action

Page 13

			<u>Qty/Price</u>	<u>Amount</u>
9/11/2017	- DIS	Copies/prints for Month of August 2017	21 0.25	5.25
11/7/2017	- DIS	Copies/prints for Months of September and October 2017.	251 0.25	62.75
12/5/2017	- DIS	Copies/prints for Month of November 2017.	103 0.25	25.75
1/12/2018	- DIS	Copies/prints for Month of December 2017.	273 0.25	68.25
2/6/2018	- DIS	Copies/prints for Month of January 2018.	395 0.25	98.75
2/28/2018	- DIS	Copies/prints for Month of February 2018.	54 0.25	13.50
4/25/2018	- DIS	Copies/prints for Month of March 2018.	151 0.25	37.75
5/11/2018	- DIS	Copies/prints for Month of April 2018.	87 0.25	21.75
6/5/2018	- DIS	Copies/prints for the Month of May 2018.	156 0.25	39.00
7/16/2018	- DIS	Copies/prints for the Month of June 2018.	165 0.25	41.25
8/1/2018	- DIS	Copies/prints for Month of July 2018.	1,457 0.25	364.25
10/2/2018	- DIS	Copies for the Month of September 2018.	458 0.25	114.50
	- DIS	Copies for the Month of August 2018.	1,919 0.25	479.75
11/12/2018	- DIS	Copies/prints for Month of October 2018.	1,365 0.25	341.25
1/10/2019	- DIS	Copies/prints for Month of November 2018.	4 0.25	1.00
	- DIS	Copies/prints for Month of December 2018.	32 0.25	8.00
2/4/2019	- DIS	Copies/prints for Month of January 2019.	1,428 0.25	357.00
3/19/2019	- DIS	Copies/prints for Month of February 2019.	3,732 0.25	933.00

Ironwood Financial LLC Class Action

Page 14

			<u>Qty/Price</u>	<u>Amount</u>
5/9/2019	- DIS	Copies/prints for Month of March 2019.	916 0.25	229.00
	- DIS	Copies/prints for Month of April 2019.	2,170 0.25	542.50
6/5/2019	- DIS	Copies/prints for Month of May 2019.	4,035 0.25	1,008.75
7/11/2019	- DIS	Copies/prints for Month of June 2019.	4,105 0.25	1,026.25
8/20/2019	- DIS	Copies/prints for Month of July 2019.	4,394 0.25	1,098.50
9/4/2019	- DIS	Copies for Month of August 2019.	232 0.25	58.00
10/8/2019	- DIS	Copies/prints for Month of September 2019.	789 0.25	197.25
11/1/2019	- DIS	Copies/prints for Month of October 2019.	396 0.25	99.00
12/11/2019	- DIS	Copies/prints for Month of November 2019.	236 0.25	59.00
1/6/2020	- DIS	Copies/prints for Month of December 2019.	1,479 0.25	369.75
2/11/2020	- DIS	Copies/prints for Month of January 2020.	1,034 0.25	258.50
3/17/2020	- DIS	Copies/prints for Month of February 2020.	1,315 0.25	328.75
4/15/2020	- DIS	Copies/prints for the Month of March 2020.	209 0.25	52.25
5/6/2020	- DIS	Copies/prints for Month of April 2020.	209 0.25	52.25
6/22/2020	- DIS	Copies/prints for Month of May 2020.	4 0.25	1.00
8/3/2020	- DIS	Copies/prints for Month of July 2020.	138 0.25	34.50
9/17/2020	- DIS	Copies/prints for the Month of August 2020.	176 0.25	44.00
10/15/2020	- DIS	Copies/prints for the Month of September 2020.	403 0.25	100.75

Ironwood Financial LLC Class Action

Page 15

			<u>Qty/Price</u>	<u>Amount</u>
11/12/2020	- DIS	Copies/prints for the Month of October 2020.	108 0.25	27.00
12/4/2020	- DIS	Copies/prints for Month of November 2020.	171 0.25	42.75
9/9/2021	- DIS	Copies/prints for Month of August 2021.	51 0.25	12.75
10/1/2021	- DIS	Copies/prints for Month of September 2021.	24 0.25	6.00
11/16/2021	- DIS	Copies/prints for Month of October 2021.	73 0.25	18.25
12/6/2021	- DIS	Copies/prints for Month of November 2021.	109 0.25	27.25
1/10/2022	- DIS	Copies/prints for Month of December 2021.	248 0.25	62.00
3/3/2022	- DIS	Copies/prints for Month of February 2022.	28 0.25	7.00
4/4/2022	- DIS	Copies/prints for Month of March 2022.	81 0.25	20.25
SUBTOTAL:				[<u>10,221.25</u>]
<u>Photocopying - Outside Service</u>				
5/5/2017	- DIS	Record Copy Services for various documents (Invoice (CE 14905, dated 04/27/17)	1 29.75	29.75
6/2/2017	- DIS	Record Copy Services for documents sent in advance (Invoice # 15157, dated 05/25/107)	1 29.75	29.75
8/21/2018	- DIS	Copies, various documents - pd to Record Copy Services on 8/21/18 ck # 12585	1 61.95	61.95
4/12/2019	- DIS	Copy of Motion to Compel - paid 4/12/19 to Record Copy Services ck# 12843	1 29.75	29.75
4/26/2019	- DIS	Copy various Documents - Pd to Record Copy Services Inv# CE 20273 on 4/26/19 Ck#12855	1 42.25	42.25
5/24/2019	- DIS	Copy Service, various documents - pd to Record Copy Services ck#12884 Inv# CE 20390 on 5/24/19	1 292.15	292.15

Ironwood Financial LLC Class Action

Page 16

			<u>Qty/Price</u>	<u>Amount</u>
8/16/2019	- DIS	Records to Mountainview CA Custodian of Records - paid 8/16/19 Ck#12981	1 40.09	40.09
9/20/2019	- DIS	Copy Various Documents pd to Record Copy Services Inv CE 21094 ck# 13019 on 09.20.19	1 29.75	29.75
	- DIS	Copy Various Documents pd to Record Copy Services Inv CE 21109 ck# 13019 on 09.20.19	1 129.05	129.05
9/30/2020	- DIS	Payment to Record Copy Services, Invoice #22565 (re: Exhibits).	1 29.75	29.75
2/3/2021	- DIS	Payment to Record Copy Services (re: Various Documents, Mediation Submission Exhibits), MMCA Check 13356, 2/9/21	1 342.62	342.62
5/20/2021	- DIS	Copy Brief - paid to Record Copy Services Ck#13417 on 5/20/2021 for inv # CE 23181	1 122.25	122.25
SUBTOTAL:				<u>[1,179.11]</u>
<u>Postage Charges</u>				
8/25/2016	- DIS	Postage for Month of July 2016	1 0.92	0.92
9/2/2016	- DIS	Postage for Month of August 2016	1 0.92	0.92
1/3/2017	- DIS	Postage for Month of December 2016	1 0.92	0.92
3/6/2017	- DIS	Postage for the Month of February 2017	1 25.76	25.76
4/19/2017	- DIS	Postage for the Month of March 2017	1 19.88	19.88
5/4/2017	- DIS	Postage for Month of April 2017	1 1.38	1.38
1/12/2018	- DIS	Postage for Month of December 2017.	1 11.20	11.20
5/11/2018	- DIS	Postage for Month of April 2018.	1 0.47	0.47
7/16/2018	- DIS	Postage for the Month of June 2018.	1 1.15	1.15

Ironwood Financial LLC Class Action

Page 17

			<u>Qty/Price</u>	<u>Amount</u>
8/1/2018 - DIS	Postage for Month of July 2018.		1 53.60	53.60
11/12/2018 - DIS	Postage for Month of October 2018.		1 29.20	29.20
3/19/2019 - DIS	Postage for Month of February 2019.		1 5.25	5.25
5/9/2019 - DIS	Postage for Month of April 2019.		1 12.15	12.15
6/6/2019 - DIS	Postage for the Month of May 2019.		1 6.85	6.85
8/20/2019 - DIS	Postage for Month of July 2019.		1 6.80	6.80
11/1/2019 - DIS	Postage for Month of October 2019.		1 18.45	18.45
8/3/2020 - DIS	Postage for Month of July 2020.		1 16.20	16.20
12/4/2020 - DIS	Postage for the Month of November 2020.		1 3.00	3.00
7/15/2021 - DIS	Postage for the Month of June 2021.		1 0.51	0.51
9/9/2021 - DIS	Postage for Month of August 2021.		1 0.53	0.53
10/1/2021 - DIS	Postage for Month of September 2021.		1 0.53	0.53
1/10/2022 - DIS	Postage for Month of December 2021.		1 0.53	0.53

SUBTOTAL:[216.20]**Professional Consulting Services**

6/2/2017 - DIS	Dynamic Inquiries Bently Investigation - Ironwood - Inv2379 - 05.24.17		1 225.00	225.00
9/18/2018 - DIS	Admin Mailing and Postage - Pd to Kurtzman Carson Consultants LLC on 9/18/18 ck#12611		1 4,406.55	4,406.55
2/15/2019 - DIS	Traveling Notary - Time and Travel - Paid to Mobile Signing Services, Inc. Chk# 12779 on 2/15/2019		1 215.00	215.00

Ironwood Financial LLC Class Action

Page 18

			<u>Qty/Price</u>	<u>Amount</u>
6/15/2021	- DIS	Payment to Glankler Brown Attorneys (Local Retainer) in connection with Ironwood Financial Bankruptcy Proceedings. MMCA Check 13426, 6/15/21.	1 2,500.00	2,500.00
7/31/2021	- DIS	Payment to Glankler Brown Attorneys (Services Rendered through 7/31/21) in connection with Bankruptcy Proceedings. MMCA Check 13461, 8/16/21.	1 6,754.25	6,754.25
9/15/2021	- DIS	Payment via CIBC Wire to Adelman & Gettleman, Ltd. (re: Bankruptcy Counsel Retainer).	1 15,000.00	15,000.00
10/14/2021	- DIS	Payment to Glankler Brown Attorneys, MMCA Check #13491, for Services Through 9/30/21	1 5,681.78	5,681.78
	- DIS	Payment to Glankler Brown Attorneys (re: Services Rendered thru 11/30/21), MMCA Check #13539, Invoice #366727	1 1,891.25	1,891.25
	- DIS	Payment to Glankler Brown Attorneys (re: Services Rendered thru 9/30/21), MMCA Check #13491, Invoice #365337	1 5,681.78	5,681.78
11/12/2021	- DIS	Legal matters and emails for the month of October paid to Glankler Brown Attorneys chk# 13518 dated 11/12/2021	1 85.00	85.00
12/10/2021	- DIS	Payment to Adelman & Gettleman, Ltd. for services rendered in connection with Ironwood Bankruptcy for October & November 2021.	1 9,912.57	9,912.57
1/1/2022	- DIS	Legal services for January 2022 paid to Glankler Brown Invoice 368539 on 3/4/2022 ck# 13579	1 1,190.00	1,190.00
1/24/2022	- DIS	Professional fees for December 2021 paid to Glankler Brown Attorneys, Ltd ck#13557 dated 1/24/2022	1 6,213.33	6,213.33
	- DIS	Professional fees for December 2021 paid to Adelman & Gettleman, Ltd ck#13554 dated 1/24/2022	1 13,201.67	13,201.67
1/25/2022	- DIS	Kurtzman Carson Consultants LLC, Invoice #US_ASG2202177, Job # X103 (re: KCC consulting work with respect to Vantiv/Fifth Third call data analysis). Services rendered through December 31, 2021.	1 13,480.00	13,480.00
2/1/2022	- DIS	February 2022 legal services paid to Glankler Brown on 3/18/2022 check #13587 for Invoice# 368891	1 340.00	340.00

SUBTOTAL:**[86,778.18]**

Ironwood Financial LLC Class Action

Page 19

			<u>Qty/Price</u>	<u>Amount</u>
<u>Professional Process Server</u>				
3/24/2017 - DIS	Judicial Attorney Services for various Process service fees (Invoice # 222176, dated January 9, 2017)		1 1,233.50	1,233.50
4/7/2017 - DIS	Judicial Attorney Services served on 03/27/17 to Integrated Reporting is Simple in Las Vegas, NV and Veracity Networks in Draper, UT (Invoice # 224471, dated 04/06/17)		1 238.00	238.00
11/12/2021 - DIS	Service of Summons paid to Veritext Job#4869661 on 10/26/21 Inv#5369102 ck#13520 dated 11/12/21		1 190.40	190.40
SUBTOTAL:			[<u>1,661.90</u>]
<u>Research Fees</u>				
4/9/2018 - DIS	Investigative Research to Locate Sat Narayan - pd to Batza & Associates, Inc (by Cherry & Assoc Credit Card on 4/9/18)		1 450.00	450.00
SUBTOTAL:			[<u>450.00</u>]
<u>Subpoena for Documents/Copy and Mileage Fees</u>				
11/3/2017 - DIS	Third party Subpoena respondent in phone case. Pd to Elie B Gold Attorney (wire on 9/25/17 to Chase bank A/C 729772629)		1 8,000.00	8,000.00
3/15/2019 - DIS	Federal Service of Subpoena to Mastercard and Visa for documents - Paid to Veritext Records on 3/15/19 ck#12813		1 145.00	145.00
11/12/2021 - DIS	Service of Subpoena paid to Veritext Job#4869585 on 10/27/21 Inv#5353815 ck#13510 dated 10/29/21		1 274.70	274.70
SUBTOTAL:			[<u>8,419.70</u>]
<u>Telephone Charges</u>				
8/13/2020 - DIS	GANS Conference Call (re: Discovery Meet and Confer call with counsel for Fifth Third Bank and Vantiv.		1 10.87	10.87
SUBTOTAL:			[<u>10.87</u>]

Ironwood Financial LLC Class Action

Page 20

			<u>Qty/Price</u>	<u>Amount</u>
<u>Video(s)</u>				
10/15/2021	- DIS	Job #4712138 on 9/23 for Video Services paid to Veritext Inv# 5310927 ck#13499 on 10/15/2021	1 1,955.00	1,955.00
	- DIS	Job #4712107 on 9/16 for Video Services paid to Veritext Inv# 5300642 ck#13499 on 10/15/2021	1 2,255.00	2,255.00
10/29/2021	- DIS	Video Services paid to Veritext Job#4795776 on 10/13/21 Inv#5357179 ck#13510 dated 10/29/21	1 2,555.00	2,555.00
11/12/2021	- DIS	Video Services paid to Veritext Job#4795788 on 10/20/21 Inv#5374465 ck#13520 dated 11/12/21	1 275.00	275.00
12/1/2021	- DIS	Video services 11/10/2021 job#4868199 paid to Veritext LLC Midwest chk #13525 on 12/1/2021 for Inv #5401244	1 1,955.00	1,955.00
	- DIS	Video services 11/8/2021 job#4868072 paid to Veritext LLC Midwest chk #13525 on 12/1/2021 for Inv #5398290	1 2,720.00	2,720.00
12/13/2021	- DIS	Job# 4857799 Video Services on 11/16/2021 - Inv# 5428814 dated 12/2/21 paid on 12/13/21 Chk#13533	1 1,955.00	1,955.00
12/29/2021	- DIS	Video Services job#4968425 on 12/13/21 invoice # 5471464 paid to Veritext LLC Midwest ck#13542 dated 12/29/2021	1 1,655.00	1,655.00
1/18/2022	- DIS	Payment to Veritext LLC, Inv. 5442172 (re: Deposition - Video Services for Mathew Huerta, 12/2/2021), MMCA Check 13552	1 1,395.00	1,395.00
SUBTOTAL:				[<u>16,720.00</u>]

Westlaw - Research Charges

10/21/2016	- DIS	West Law charges through September 30, 2016	1 125.95	125.95
11/18/2016	- DIS	West Law expense for October 2016	1 10.91	10.91
1/1/2018	- DIS	West Law information charges for November 2017 - pd check #13302 on 1/1/2018.	1 4.50	4.50
4/13/2018	- DIS	Westlaw Information Charges - pd to Thomson Reuters ck# 13442 on 4/13/18	1 390.60	390.60
5/25/2018	- DIS	Westlaw Information Charges - pd to Thomson Reuters ck# 13466 on 5/15/18	1 116.12	116.12

Ironwood Financial LLC Class Action

Page 21

			<u>Qty/Price</u>	<u>Amount</u>
6/22/2018	- DIS	Information Charges May 2018 - Pd to Thomson Reuters - West, Ck#12521 on 6/22/18	1 1,125.08	1,125.08
7/20/2018	- DIS	Information Charges - pd Ck# 12548 to Thomson Reuters West on 7/6/18	1 0.00	NO CHARGE
8/21/2018	- DIS	Information Charges and Research - Paid to Thomson Reuters - West Law - Ck #12587 on 8/21/18 Inv# 838704308	1 153.23	153.23
9/18/2018	- DIS	Westlaw information Charges for August 2018 - Paid ck# 12618 on 9/18/18	1 1,450.72	1,450.72
10/12/2018	- DIS	Information Charges pd to Thomson Reuters - West Law - ck#12649 pd on 10/12/18	1 951.52	951.52
11/26/2018	- DIS	Information Charges Paid to Thomson Reuters - West Law - pd 11/26/18 ck# 12690	1 165.50	165.50
12/7/2018	- DIS	West Information Charges paid to Thomson Reuters Ck# 12710 on 12.7.2018 Inv# 839395964	1 99.63	99.63
1/9/2019	- DIS	Information Charges paid to Thomson Reuters Westlaw - ck#12720 on 1/9/2019	1 465.86	465.86
2/15/2019	- DIS	West Information Charges - Paid 2/1/2019 Ck# 12772 to Thomson Reuters	1 1,136.46	1,136.46
3/15/2019	- DIS	Information Charges for Feb 2019 - Paid to Thomson Reuters - West law on 3/15/19 ck#12815	1 792.57	792.57
4/12/2019	- DIS	Information Charges paid to Thomson Reuters West Law - pd ck#12846 on 4/12/19	1 417.27	417.27
5/10/2019	- DIS	Information Charges - Westlaw Thomson Reuters - pd ck#12873 on 5/10/19 inv#840255836	1 702.94	702.94
6/7/2019	- DIS	Information Charges paid to Thomson Reuters - West Law - Ck# 12900 on 6/7/19	1 530.84	530.84
7/26/2019	- DIS	Information Charges paid to Thomson Reuters - Ck#12964 on 7/26/19 Inv #840586035	1 822.26	822.26
8/16/2019	- DIS	Information Charges July pd to Thomson Reuters - West Law Inv#840752637 pd on 8/16/19 Ck#12982	1 658.26	658.26
9/19/2019	- DIS	Westlaw charges for Month of September 2017.	1 33.93	33.93
	- DIS	Westlaw charges for Month of November 2016.	1 77.73	77.73

Ironwood Financial LLC Class Action

Page 22

			<u>Qty/Price</u>	<u>Amount</u>
9/19/2019	- DIS	Westlaw charges for Month of June 2017.	1 180.07	180.07
	- DIS	Westlaw charges for Month of September 2016.	1 180.69	180.69
	- DIS	Westlaw charges for Month of August 2016.	1 343.47	343.47
	- DIS	Westlaw charges for Month of May 2017.	1 516.75	516.75
	- DIS	Westlaw charges for Month of March 2017.	1 945.69	945.69
	- DIS	Westlaw charges for Month of April 2017.	1 1,203.74	1,203.74
9/20/2019	- DIS	Information Charges Aug 2019 pd to Thomson Reuters West Law ck#13011 on 9/17/19	1 179.78	179.78
10/25/2019	- DIS	Information Charges September 2019 paid to Thomson Reuters West on 10.25.19 Inv# 841101092 Ck#13050	1 155.81	155.81
11/8/2019	- DIS	October 2019 Information Charges paid to Thomson Reuters - West Law Check #13068 on 11/18/19	1 498.17	498.17
12/6/2019	- DIS	Information Charges - Thomson Reuters - West Law - Paid 12/6/19 Ck #13094 Inv#841439663	1 389.77	389.77
1/21/2020	- DIS	Information Charges - December 2019 - Pd to Thomson Reuters West Law - Ck#13137 and 13111 on 1/1/20	1 833.87	833.87
2/14/2020	- DIS	Information Charges - pd to Thomson Reuters West Law on 2/14/20 ck#13165 for Inv#841802358	1 1,746.65	1,746.65
3/13/2020	- DIS	Information Charges for Feb 2020 - pd to Thomson Reuters - Ck#13182 dated 3/13/2020 for inv # 841967739	1 936.38	936.38
3/31/2020	- DIS	March 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total \$1,327.37 pd to West Thompson Reuters	1 840.35	840.35
4/30/2020	- DIS	April 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,545.69	1 618.28	618.28
5/31/2020	- DIS	May 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,545.32	1 301.53	301.53

Ironwood Financial LLC Class Action

Page 23

			<u>Qty/Price</u>	<u>Amount</u>
6/30/2020	- DIS	June 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.21	1 270.08	270.08
7/31/2020	- DIS	July 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.19	1 280.17	280.17
8/31/2020	- DIS	August 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.30	1 111.76	111.76
9/30/2020	- DIS	September 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.30	1 832.50	832.50
10/31/2020	- DIS	October 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.30	1 137.75	137.75
11/30/2020	- DIS	November 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.46	1 56.54	56.54
1/5/2021	- DIS	Westlaw information charges December 2020 - pd by EFT 1/21 total 2,223.12	1 526.18	526.18
2/9/2021	- DIS	Information Search paid to West Law In Feb 2021 by EFT	1 874.97	874.97
3/11/2021	- DIS	Westlaw information charges February 2021 - pd by EFT to Thomson Reuters Inv#843978500	1 1,325.47	1,325.47
4/9/2021	- DIS	Westlaw information charges March 2021 - pd by EFT to Thomson Reuters Inv#844139422	1 981.83	981.83
5/20/2021	- DIS	Information Charges - Paid by EFT to Thomson Reuters West - April 2021 Charges	1 795.37	795.37
	- DIS	Information Charges - Paid by EFT to Thomson Reuters West - March 2021 Charges	1 981.83	981.83
6/7/2021	- DIS	Information Charges for May 2021 Paid by EFT to Thomson Reuters	1 1,220.59	1,220.59
7/9/2021	- DIS	June 2021 information charges paid to Thomson Reuters West Publishing by EFT auto pay.	1 1,044.23	1,044.23
8/6/2021	- DIS	Monthly information charges for July - paid to Thomson Reuters West on 8/1/21 by EFT	1 1,041.35	1,041.35
9/17/2021	- DIS	August monthly information charges paid by EFT on 9.01.21 to Thomson Reuters West Publishing	1 194.07	194.07

Ironwood Financial LLC Class Action

Page 24

			<u>Qty/Price</u>	<u>Amount</u>
10/15/2021	- DIS	Monthly Information Charges for September 21 paid by EFT to Thomson Reuters West Publishing	1 389.99	389.99
10/26/2021	- DIS	Monthly information charges October 2021 - paid to Thomson Reuters West Publishing Inv #845320318 paid by EFT on 10.26.2021	1 1,363.67	1,363.67
12/13/2021	- DIS	Monthly information charges Nov 2021 paid to Thomson Reuters West Publishing by EFT 11/29/21 inv 845484755	1 1,764.08	1,764.08
1/11/2022	- DIS	Monthly information charges for December 2021 paid to Thomson Reuters West Publishing by EFT 12/27	1 1,030.80	1,030.80
1/31/2022	- DIS	Monthly information charges January 2022 paid to Thomson Reuters West Publishing by auto EFT	1 140.13	140.13
2/1/2022	- DIS	February Monthly information charges paid to Thomson Reuters West Publishing by EFT inv#845999383	1 90.65	90.65
4/15/2022	- DIS	Monthly information charges for March Inv #0846155611 pd to West Publishing by EFT	1 157.11	157.11
SUBTOTAL:				<u>[35,714.00]</u>
Total Disbursements and Costs				<u>\$435,807.68</u>