

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

CS WANG & ASSOCIATE, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	Case No. 1:16-cv-11223
	)	
v.	)	Chief Judge Rebecca R. Pallmeyer
	)	
WELLS FARGO BANK, N.A., <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

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**PETITION FOR ATTORNEYS’ FEES, COSTS, AND INCENTIVE AWARDS**

Plaintiffs CS Wang & Associate and Jay Schmidt Insurance Agency, Inc. (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 and Defendants Wells Fargo Bank, N.A. (“Wells Fargo”) and First Data Merchant Services, LLC (“First Data”) (collectively, the “Wells Fargo Defendants”) reached a \$28 Million settlement to resolve the claims brought against these defendants. The settlement secured by Class Counsel is the largest amount ever recovered on behalf of a class for claims brought under the California Invasion of Privacy Act (“CIPA”). As a result—even after payment 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 more than fair and reasonable considering the tremendous 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"). The lawsuit alleges, among other things, that the Wells Fargo Defendants were in a principal-agent relationship with IPS and that, in the scope of that relationship, IPS violated CIPA by recording telemarketing calls to California businesses without any warning that the recording was occurring. The Wells Fargo Defendants deny any liability and have vigorously defended the suit.<sup>1</sup>

On March 29, 2018, the Court denied several motions to dismiss filed by the various defendants, including the Wells Fargo 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

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<sup>1</sup> The lawsuit also alleged that defendants Fifth Third Bank, N. A., Vantiv, Inc., and National Processing Corporation (collectively, the "Vantiv Defendants") similarly had a principal-agent relationship with IPS, as well as with Ironwood. None of the claims asserted with respect to phone calls for which the Vantiv Defendants have potential liability are part of the current settlement. All claims against those defendants will continue to be prosecuted.

judgment on the pleadings filed by the defendants, including the Wells Fargo Defendants. The parties have also fully briefed Plaintiffs' motion for class certification, twice.

After numerous unsuccessful efforts to resolve the case on a global basis, Plaintiffs were able to secure a settlement with the Wells Fargo Defendants in August of 2021. *See* Settlement Agreement, attached as **Ex. A**. As noted above, the Settlement Agreement provides for the creation of a non-reversionary common fund of \$28 Million (the "Settlement Fund"). *See* Settlement Agreement at ¶ 1. The settlement contains several provisions designed to increase the claims rate and maximize distribution of the Settlement Fund to the class. For example, the settlement calls for a robust notice plan that includes notice by 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 October 25, 2021 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 ¶¶ 2-13, attached as **Ex. B**. The class includes approximately 192,836 potential members who received approximately 450,121 recorded phone calls during the period covered by the settlement with the Wells Fargo Defendants (*i.e.*, from March 7, 2011 through May 7, 2014). *Id.* at ¶ 8. As of October 4, 2021, 15,223 class members submitted a claim, which collectively cover 37,707 Eligible Calls. *Id.* at ¶ 14. Class members still have several weeks—to November 1, 2021—to

submit a claim, although claims will still be accepted if post-marked or submitted online by November 8, 2021. *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 the requested 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 ultimately 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.<sup>2</sup> 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.

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

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<sup>2</sup> Final settlement administration costs are estimated to be between \$240,023-\$288,142. *See* Cherry Decl. at ¶ 12. The higher figure (\$288,142) 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 (\$9,233,952) is calculated as follows: \$28,000,000 less \$288,142 in administration costs, less \$10,000 in incentive awards = \$27,701,858. One-third of \$27,701,858 = \$9,233,952.

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, and copying costs. *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 \$83,191.45 in costs.

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

The proposed incentive awards of \$5,000 each to Plaintiffs CS Wang & Associate and Jay Schmidt Insurance Agency, Inc. are fair and reasonable and should also be approved. Both 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 \$9,233,952 and costs in the amount of \$83,191.45, and incentive awards of \$5,000 each to Plaintiffs CS Wang & Associate and Jay Schmidt Insurance Agency, Inc.

Dated: October 4, 2021

Respectfully submitted,

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

Myron M. Cherry  
[mcherry@cherry-law.com](mailto:mcherry@cherry-law.com)  
Jacie C. Zolna  
[jzolna@cherry-law.com](mailto:jzolna@cherry-law.com)  
Benjamin R. Swetland  
[bswetland@cherry-law.com](mailto:bswetland@cherry-law.com)  
Jeremiah W. Nixon  
[jnixon@cherry-law.com](mailto:jnixon@cherry-law.com)  
Jessica C. Chavin  
[jchavin@cherry-law.com](mailto: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](mailto:aporcelli@polsinelli.com)  
Claire E. Brennan  
[cbrennan@polsinelli.com](mailto:cbrennan@polsinelli.com)  
POLSINELLI PC  
150 N. Riverside Plaza, Suite 3000  
Chicago, Illinois 60606

John W. Peterson  
[john.peterson@polsinelli.com](mailto:john.peterson@polsinelli.com)  
POLSINELLI PC  
401 Commerce Street, Suite 900  
Nashville, Tennessee 37219

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

Mark A. Olthoff  
[molthoff@polsinelli.com](mailto:molthoff@polsinelli.com)  
POLSINELLI PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112

John H. Mathias  
[jmathias@jenner.com](mailto:jmathias@jenner.com)  
Megan B. Poetzel  
[mpoetzel@jenner.com](mailto:mpoetzel@jenner.com)  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, Illinois 60654

John Touhy  
[jtouhy@bakerlaw.com](mailto:jtouhy@bakerlaw.com)  
Kiley Keefe  
[kkeefe@bakerlaw.com](mailto:kkeefe@bakerlaw.com)  
Melissa M. Hewitt  
[mhewitt@bakerlaw.com](mailto:mhewitt@bakerlaw.com)  
BAKER & HOSTETLER LLP  
One North Wacker Drive, Suite 4500  
Chicago, Illinois 60606

Carrie Dettmer Slye  
[cdettmerslye@bakerlaw.com](mailto:cdettmerslye@bakerlaw.com)  
BAKER & HOSTETLER LLP  
312 Walnut Street, Suite 3200  
Cincinnati, Ohio 45202

James R. Figliulo  
[jfigliulo@fslegal.com](mailto:jfigliulo@fslegal.com)  
Peter A. Silverman  
[psilverman@fslegal.com](mailto:psilverman@fslegal.com)  
Rebecca Rejeanne Kaiser  
[rfournier@fslegal.com](mailto:rfournier@fslegal.com)  
Thomas Daniel Warman  
[twarman@fslegal.com](mailto:twarman@fslegal.com)  
FIGLIULO & SILVERMAN  
10 South LaSalle Street, Suite 3600  
Chicago, Illinois 60603

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

via the electronic filing system, on the 4<sup>th</sup> day of October, 2021.

/s/ Jacie C. Zolna

**Ex. A**

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the “Agreement”) is made and entered into between CS Wang & Associate and Jay Schmidt Insurance Agency, Inc. (collectively, “Plaintiffs”), individually and in their representative capacity on behalf of the settlement class defined below, and Wells Fargo Bank, N.A. (“Wells Fargo”) and First Data Merchant Services, LLC (“First Data”) (collectively, “Wells Fargo Defendants”), subject to Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. Plaintiffs and the Wells Fargo Defendants are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

### **I. RECITALS**

**WHEREAS**, on December 9, 2016, Plaintiffs filed a class action lawsuit against, among others, the Wells Fargo Defendants, in the United States District Court for the Northern District of Illinois (the “Court”), which is now entitled *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 1:16-cv-11223 (the “Lawsuit”). The Lawsuit alleges, among other things, that the Wells Fargo Defendants were in a principal-agent relationship with International Payment Services, LLC (“IPS”) and that, in the scope of that relationship, IPS 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 Wells Fargo 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 Wells Fargo Defendants’ motion for judgment on the pleadings;

**WHEREAS**, Plaintiffs have moved the Court for certification of six putative classes of businesses that received certain calls from either IPS or Ironwood Financial, LLC (“Ironwood”) on a telephone in California during time periods when Plaintiffs allege that (i) IPS was acting as an agent of First Data and Wells Fargo (the “Putative Wells Fargo-IPS Classes”); (ii) IPS was acting as an agent of Vantiv, Inc. (“Vantiv”), Fifth Third Bank (“Fifth Third”), and National Processing Company (“NPC”) (the “Putative Fifth Third-IPS Classes”); or (iii) Ironwood was acting as an agent of Vantiv, Fifth Third, 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. In other words, Plaintiffs do not assert that there are any phone calls for which both First Data and/or Wells Fargo, on the one hand, and Vantiv, Fifth Third, NPC, and/or Ironwood, on the other hand, have potential joint liability;

**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 Wells Fargo Defendants believe the Lawsuit has no merit, deny all liability, and deny that the Putative Wells Fargo-IPS 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 Wells Fargo Defendants. After undertaking this investigation and analysis, counsel for Plaintiffs ("Settlement Class Counsel," as identified in Paragraph 46 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 confessed and 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 Wells Fargo Defendants as set forth in Paragraph 20, the Wells Fargo Defendants shall pay an amount of Twenty-Eight Million Dollars (\$28,000,000) (the "Settlement Payment") to create a fund on behalf of Settlement Class Members (the "Settlement Fund"). The Settlement Payment shall be made as forth in Paragraph 12. The Settlement Payment represents the total extent of the Wells Fargo Defendants' monetary obligations under this Agreement. In no event shall the Wells Fargo 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 was received between March 7, 2011 through May 7, 2014 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 Eligible Call 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 several Eligible Calls. 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 Wells Fargo 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:** No later than seven (7) 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”), (i) Settlement Class Counsel shall provide all information reasonably requested by the Settlement Administrator in order for it to identify Settlement Class Members’ names, addresses, and other available contact information, as well as information that will assist in identifying Eligible Calls and the total number of Eligible Calls each Settlement Class Member received; and (ii) the Wells Fargo Defendants shall provide information identifying merchants who enrolled in the First Data-Wells Fargo merchant processing program through

IPS, including available phone numbers of all such merchants. 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. As a condition to receiving information concerning the Settlement Class Members, 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 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”). 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 between March 7, 2011 and May 7, 2014 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 Wells Fargo 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 First Data 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 to ask questions of the Settlement Administrator about the settlement. 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. 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”).

**10. CAFA Notice:** The Wells Fargo 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 Wells Fargo 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 Wells Fargo Defendants shall remit to the Settlement Administrator the entire amount of the Settlement Payment (\$28,000,000). 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 Wells Fargo 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-one (21) 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 (31<sup>st</sup>) 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 fourteen (14) days of the filing of any such appeal the Settlement Administrator shall deposit the Net Settlement Fund into a separate, interest-bearing account, which account must be reasonably acceptable to Settlement Class Counsel. If the Final Settlement Date occurs, the 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 account shall be included in the refund to the Wells Fargo 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, 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 Wells Fargo 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 CS Wang & Associate and Jay Schmidt Insurance Agency, Inc. Within three (3) business days after the Final Settlement Date, the Settlement Administrator shall deliver to Settlement Class Counsel separate checks in the name of CS Wang & Associate and Jay Schmidt Insurance Agency, Inc. 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, 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 Wells Fargo Defendants will not oppose this motion or petition. Within three (3) business days after the Final Settlement Date, the Settlement Administrator shall remit to Settlement Class Counsel the entire amount of the attorneys' fees and costs awarded by the Court. If an appeal is taken from the Final Approval Order, however, then (i) within fourteen (14) days of the filing of any such appeal the Settlement Administrator shall deposit the amount of attorneys' fees and costs awarded by the Court from the Settlement Fund into a separate, interest-bearing account, which account must be reasonably acceptable to Settlement Class Counsel; and (ii) the attorneys' fees and costs awarded to Settlement Class Counsel shall be disbursed from this interest-bearing account, including all interest, to Settlement Class Counsel within three (3) 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 account shall be included in the refund to the Wells Fargo 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: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., 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 three (3) business days of receiving an Opt-Out Election, the Settlement Administrator shall provide counsel for the Wells Fargo 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 Wells Fargo 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 Wells Fargo Defendants. To be considered by the Court, the objection must include: (i) the name and case number of the Lawsuit: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., 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 Wells Fargo 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 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 Wells Fargo 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 Wells Fargo Defendants and each of their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, and predecessors and all of their respective former, present, and future officers, directors, shareholders, indemnitees, employees, agents, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, associates, principals, divisions, insurers, reinsurers, members, brokers, consultants, 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 in connection with 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 (the “Released Claims”).

**b. Claims Not Released:** Notwithstanding Paragraph 21.a. above, and for the avoidance of doubt, this release does not apply to or limit any action based on telephone calls other than Eligible Calls, whether pursued through the Lawsuit or any other claim or proceeding, by any Plaintiffs or Settlement Class Members against Fifth Third Bank, N.A., Vantiv, Inc., National Processing Company, Fidelity National Information Services, Inc., Worldpay, Inc. (collectively, the “Vantiv Defendants”), Ironwood Financial, LLC, John Lewis, Dewitt Lovelace, International Payment Services, LLC, Brian Bentley, Adam Bentley, or Andrew Bentley.

**c. No Joint Liability Claims:** For the further avoidance of doubt, Plaintiffs and Settlement Class Counsel acknowledge and agree that Plaintiffs have not asserted and will not assert any claims of joint liability among any of the Wells Fargo Defendants, on the one hand, and any of the Vantiv Defendants, on the other hand, with respect to any telephone calls at issue in this Lawsuit. Discovery in this matter established that, on May 8, 2014, IPS entered into an agreement with NPC and Fifth Third. Plaintiffs’ theory of liability in this case is that the Wells Fargo Defendants have vicarious liability for the calls at issue in the Lawsuit made through May 7, 2014, while the Vantiv Defendants have vicarious liability for the calls at issue in the Lawsuit made after May 7, 2014. Based upon this theory, the Wells Fargo Defendants and the Vantiv Defendants could never be found jointly liable for any particular call. Plaintiffs and Settlement Class Counsel further acknowledge and agree, based upon the claims asserted and discovery conducted in this matter, that the Wells Fargo Defendants could not have any liability for any call at issue in the Lawsuit placed after May 7, 2014, and that the Final Approval Order will contain a confirmation of this agreement.

**d. Unknown Claims:** Each Releasing Party acknowledges that it may hereafter discover facts different from, or in addition to, those which it now claims or believes to be true with respect to the Released Claims, and agrees that this Agreement shall remain effective in all respects notwithstanding the discovery of such different, additional, or unknown facts. With respect to any and all Released Claims, each Releasing Party hereby expressly waives, and shall be deemed to have waived, to the fullest extent permitted by law, the provisions, rights and benefits conferred by California Civil Code Section 1542, which section reads as follows:

**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.**

Each Releasing Party further shall be deemed to have, and shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory

of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to California Civil Code Section 1542. This release applies to any claim any Releasing Party may have arising out of, relating to, or in connection with the recording of calls as alleged in the Second Amended Complaint, whether that claim arises under CIPA or any other legal theory or cause of action relating to the recording of phone calls. For example, if a Settlement Class Member believes that a call as described in the Second Amended Complaint violated some law other than CIPA or breached a contract, such a claim would be barred by this release. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waivers are a material element of the Agreement of which this release is a part.

### VIII. MISCELLANEOUS PROVISIONS

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

All businesses that received a telephone call from a call center operated by International Payment Services, LLC or one of its affiliates between March 7, 2011 through May 7, 2014, while the call recipient was physically present in California, and who did not sign a contract for merchant processing services with First Data Merchant Services, LLC.

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

Any business 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 Wells Fargo Defendants dispute that the Putative Wells Fargo-IPS Classes would be manageable or that issues common to the Putative Wells Fargo Classes predominate over individual issues and deny that the Putative Wells Fargo-IPS 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 Wells Fargo 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 Wells Fargo-IPS Classes or any litigation class is appropriate, nor would the Wells Fargo 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 Wells Fargo Defendants. No agreements made by or entered into by the Wells Fargo 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 Wells Fargo Defendants.

**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 Wells Fargo 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 Wells Fargo Defendants shall have the right to set aside or rescind this Agreement, in the sole exercise of their discretion, if Settlement Class Members who received more than one thousand (1,000) of the Eligible Calls opt out of the settlement. In order to exercise this right, the Wells Fargo 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 Wells Fargo 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. Under no circumstances will any of these amounts revert to any of the Wells Fargo Defendants.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

EXECUTION COPY

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

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

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

**35. 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.

**36. 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.

**37. 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.

**38. Governing Law:** 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.

**39. 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.

**40. Taxes:** Under no circumstances will the Wells Fargo 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 Wells Fargo Defendants or the Wells Fargo Defendants' counsel.

**41. No Admission of Liability:** This Agreement reflects the Parties' compromise and settlement of disputed claims. The Wells Fargo 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 Wells Fargo 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.

**42. Parties Represented by Counsel:** The Parties acknowledge that: (i) Plaintiffs have been represented by independent counsel of their own choosing; (ii) the Wells Fargo 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.

**43. 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.

**44. 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.

**45. Other Communications:** Neither the Parties nor their counsel will issue press releases or provide any other statements to the press regarding this settlement, unless all Parties, each in their sole discretion, agree to such press releases or statements. Neither the Parties 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 their website(s), on social media platforms, or in any promotional publications concerning their services, 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 either of the Wells Fargo Defendants or their respective affiliates as part of filings with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 and any related disclosures or communications with shareholders or investors.

**46. 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 Wells Fargo Defendants provided for herein shall be sent by overnight mail and email to:

John H. Mathias, Jr.  
jmathias@jenner.com  
Megan B. Poetzel  
mpoetzel@jennner.com  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, Illinois 60654-3456  
*Counsel for First Data*

John Peterson  
john.peterson@polsinelli.com  
Polsinelli  
401 Commerce Street  
Suite 900  
Nashville, TN 37219  
*Counsel for First Data and Wells Fargo*

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

**The remainder of this page is intentionally left blank.**

Dated: Aug. 3, 2021

**CS WANG & ASSOCIATE**

  
\_\_\_\_\_  
By: James Wang  
Its: President  
Individually and in a representative capacity

Dated: \_\_\_\_\_, 2021

**JAY SCHMIDT INSURANCE AGENCY, INC.**

\_\_\_\_\_  
By: Jay Schmidt  
Its: \_\_\_\_\_  
Individually and in a representative capacity

Dated: \_\_\_\_\_, 2021

**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: \_\_\_\_\_, 2021

**CS WANG & ASSOCIATE**

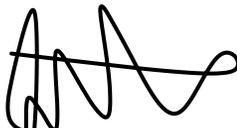
\_\_\_\_\_  
By: James Wang

Its: \_\_\_\_\_

Individually and in a representative capacity

Dated: August 3, 2021

**JAY SCHMIDT INSURANCE AGENCY, INC.**



\_\_\_\_\_  
By: Jay Schmidt

Its: owner/president

Individually and in a representative capacity

Dated: \_\_\_\_\_, 2021

**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: \_\_\_\_\_, 2021

CS WANG & ASSOCIATE

\_\_\_\_\_  
By: James Wang

Its: \_\_\_\_\_

Individually and in a representative capacity

Dated: \_\_\_\_\_, 2021

JAY SCHMIDT INSURANCE AGENCY, INC.

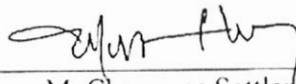
\_\_\_\_\_  
By: Jay Schmidt

Its: \_\_\_\_\_

Individually and in a representative capacity

Dated: August 3, 2021

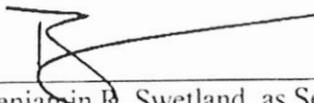
SETTLEMENT CLASS COUNSEL



\_\_\_\_\_  
Myron M. Cherry, as Settlement Class Counsel



\_\_\_\_\_  
Jacie C. Zolna, as Settlement Class Counsel



\_\_\_\_\_  
Benjamin R. Swetland, as Settlement Class Counsel

**EXECUTION COPY**

Dated: 8/4/2021 | 6:53:49 AM PDT **WELLS FARGO BANK, N.A.**

DocuSigned by:

*Calvin Hoffman*

AF61E0B88D76440...

By: Calvin P. Hoffman  
Senior Counsel

Dated: \_\_\_\_\_, 2021

**FIRST DATA MERCHANT SERVICES, LLC**

By: \_\_\_\_\_

**EXECUTION COPY**

Dated: \_\_\_\_\_, 2021

**WELLS FARGO BANK, N.A.**

\_\_\_\_\_  
By: Calvin P. Hoffman  
Senior Counsel

Dated: 8/4, 2021

**FIRST DATA MERCHANT SERVICES, LLC**



\_\_\_\_\_  
By: Adam Rosman  
Chief Administrative and Legal Officer  
Fiserv, Inc.

# **Exhibit 1**

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

CS WANG & ASSOCIATE, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	Case No. 1:16-cv-11223
	)	
v.	)	Chief Judge Rebecca R. Pallmeyer
	)	
WELLS FARGO BANK, N.A., <i>et al.</i> ,	)	
	)	
Defendants.	)	
_____	)	

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

**Call records indicate that your business received at least one telephone call from International Payment Services, LLC between March 7, 2011 and May 7, 2014 in an effort to set an in-person sales appointment. Based on those records, your business is eligible for a settlement payment if you sign and return the enclosed claim form or if you submit a claim online at [**insert settlement website address**] on or before [**date**].**

The settlement provides for an **estimated minimum payment of approximately \$40 for each eligible appointment setting call you received and could be as high as \$5,000 per call**, but you need to submit a claim as described below in order to be eligible to receive payment.

**I. What is this notice about?**

This Notice is being sent to notify you of a class action lawsuit regarding the recording of certain appointment setting calls to California businesses. On [**insert date**], the Court preliminarily approved a settlement of the Lawsuit. The purpose of this Notice is to inform your business of the Lawsuit and the proposed settlement. In addition, this Notice will advise you of what to do if your business wants to remain a part of the Lawsuit, what to do if your business wants to exclude itself from the Lawsuit, and how joining or not joining the Lawsuit may affect your business’s legal rights.

**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 *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 1:16-cv-11223 (the “Lawsuit”). The Lawsuit alleged that an independent sales organization named International Payment Services, LLC (“IPS”), 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 Wells Fargo Bank, N.A. (“Wells Fargo”) and First Data Merchant Services, LLC (“First Data”)

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(collectively, “the Wells Fargo Defendants”), both of whom are named as defendants in the Lawsuit. The Wells Fargo Defendants deny any wrongdoing or liability in connection with the Lawsuit.

**III. What are the benefits of the proposed settlement?**

Under the proposed settlement, the Wells Fargo Defendants will make a payment of \$28,000,000 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 minimum cash payment for each Eligible Call is estimated to be approximately \$40, but 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.

**IV. How does my business receive a settlement payment?**

**In order to receive the cash payment described in this Notice you must complete and sign the enclosed claim form for your business and mail it to the Settlement Administrator, or you can submit your claim online through the settlement website at [insert settlement website address], 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 your 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.

**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 Wells Fargo Defendants do not believe the claims have merit. The Wells Fargo 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 businesses that received a telephone call from a call center operated by International Payment Services, LLC or one of its affiliates between March 7, 2011 through May 7, 2014, while the call recipient was physically present in California, and who did not sign a contract for merchant processing services with First Data Merchant Services, LLC.

Any business meeting this definition 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: [insert settlement website].

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. Your business or its attorney may attend the hearing, at your business’s own expense. Your business does not need to attend this hearing to have a properly filed and served written objection considered by the Court.

**IX. How can my business 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 for your business to be excluded from the case, you must mail a written request to the Settlement Administrator at the address set forth below stating that your business wants to be excluded from the class. All exclusion requests must include (i) the name and case number of the Lawsuit: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 1:16-cv-11223; (ii) the full name, address, telephone number, and email address of the Settlement Class Member business 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 your business properly and timely elects to exclude itself from the case, your business will not have any rights as a Settlement Class Member pursuant to the proposed settlement, it will not be eligible to receive any monetary payment under the proposed settlement, it will not be bound by any further orders or the judgment entered in the Lawsuit, and it will remain able to pursue any claims alleged in the Lawsuit against the Wells Fargo Defendants on its own and at its own expense and with its own counsel. If your business proceeds on an individual basis after excluding itself from the Lawsuit it may receive more, or less, of a benefit than it would otherwise receive under this proposed settlement or no benefit at all. If your business does not exclude itself from the case, it will be deemed to have consented to the Court’s jurisdiction and to have released the claims at issue against the Wells Fargo Defendants as explained below, and will otherwise be bound by the proposed settlement.

**X. How can my business object to the settlement?**

If your business does not exclude itself from the Lawsuit, it 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 your business has the right to appear before the Court to express its 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 Wells Fargo Defendants:**

John H. Mathias, Jr.  
Megan B. Poetzel  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, Illinois 60654-3456  
*Counsel for First Data*

John Peterson  
Polsinelli  
401 Commerce Street  
Suite 900  
Nashville, TN 37219  
*Counsel for First Data and Wells Fargo*

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: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., 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 exclude your business 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 release and forever discharge the Wells Fargo Defendants and each of their respective former, present, and future direct

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and indirect parents, affiliates, subsidiaries, successors, and predecessors and all of their respective former, present, and future officers, directors, shareholders, indemnitees, employees, agents, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, associates, principals, divisions, insurers, reinsurers, members, brokers, consultants, 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 in connection with 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. Notwithstanding the above, and for the avoidance of doubt, this release does not apply to or limit any action based on telephone calls other than Eligible Calls, whether pursued through the Lawsuit or any other claim or proceeding, by any Plaintiffs or Class Members against Fifth Third Bank, N.A., Vantiv, Inc., National Processing Company, Fidelity National Information Services, Inc., Worldpay, Inc., Ironwood Financial, LLC, John Lewis, Dewitt Lovelace, International Payment Services, LLC, Brian Bentley, Adam Bentley, or Andrew Bentley.

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 in prosecuting the Lawsuit or in obtaining this proposed settlement, nor have they been reimbursed for any out-of-pocket costs they have incurred. 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 partial reimbursement of actual costs, which Settlement Class Counsel currently estimates will be between \$95,000-\$100,000. 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

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Class Members. You may hire your own 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 each to the 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 [insert settlement website address]. 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**

EXECUTION COPY

«Barcode» [insert box for name/address change]  
Claim#: «ClaimID»-«MailRec»  
«First1» «Last1»  
«CO»  
«Addr2»  
«Addr1»  
«City», «St» «Zip»  
«Country»

**CLAIM FORM**

*CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., 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 [insert website address].**

Call records reflect that your business received calls from an International Payment Services, LLC affiliated call center at the following number(s) between March 7, 2011 and May 7, 2014:

[Name of business, 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 business identified above, and that, to the best of my knowledge, during the timeframe referenced above the person(s) who received calls for this business at the phone number(s) listed above did so in California.

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 [insert website address].

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

# **Ex. B**

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

CS WANG & ASSOCIATE, *et al.*,

Plaintiffs,

vs.

WELLS FARGO BANK, N.A., *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 August 16, 2021, the Court appointed KCC  
6 as the Claims Administrator in connection with the proposed Settlement of the above-captioned  
7 Action.<sup>1</sup> 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: Complaint; Amended  
12 Complaint; Answer, Defenses & Cross-Claims of Defendants First Data Merchant Services LLC  
13 and Wells Fargo Bank, N.A.; Amended Answer & Defenses of Defendants First Data Merchant  
14 Services LLC and Wells Fargo Bank, N.A.; Plaintiffs’ Answer to Amended Affirmative Defenses  
15 of Defendants First Data Merchant Services, LLC and Wells Fargo Bank, N.A.; Second Amended  
16 Complaint; Answer & Defenses of Defendants First Data Merchant Services LLC and Wells Fargo  
17 Bank, N.A. to Plaintiffs’ Second Amended Complaint; Amended Answer & Defenses of  
18 Defendants First Data Merchant Services LLC and Wells Fargo Bank, N.A. to Plaintiffs’ Second  
19 Amended Complaint; Plaintiffs’ Answer to Amended Affirmative Defenses of Defendants First  
20 Data Merchant Services, LLC and Wells Fargo Bank, N.A.; First Data Merchant Services LLC and  
21 Wells Fargo Bank, N.A.’s Third-Party Complaint; Motion for Preliminary Approval of Class  
22 Action Settlement with all attachments; Notification of Docket Entry; Long Form Notice; Claim  
23 Form; Settlement Agreement; and Amended Stipulation of Voluntary Dismissal regarding  
24 Defendants International Payment Services, LLC, Brian Bentley, Adam Bentley, and Andrew  
25 Bentley (“IPS Defendants”), which accompanied a cover letter (collectively, the “CAFA Notice  
26 Packet”). A copy of the cover letter is attached hereto as Exhibit A.

27 3. On August 13, 2021, KCC caused sixty-one (61) CAFA Notice Packets to be mailed

28 <sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement, dated August 4, 2021 and/or the Preliminary Approval Order.

1 via Priority Mail from the U.S. Post Office in Memphis, Tennessee to the parties listed on Exhibit  
2 B, *i.e.*, the U.S. Attorney General, the Commissioners of Banking and Finance Institutions, the  
3 Attorneys General of the 5 recognized U.S. Territories, the Office of the Comptroller of the United  
4 States, the Federal Reserve Bank, and the FDIC as well as parties of interest to this Action.

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

7 **CLASS LIST**

8 5. On or around July 21, 2021 through August 10, 2021, KCC received from Class  
9 Counsel several data files and PDF documents representing billing records, call databases, and daily  
10 lead lists. Phone numbers were obtained from the billing records and call databases. These phone  
11 numbers were compared to the daily lead lists which contained names and addresses. For records  
12 where a name and address could not be determined, KCC facilitated a reverse phone look-up search.

13 6. On or around August 9, 2021, KCC received from Defendants a data file  
14 representing the list of calls shown on the Veracity call records that were made to phone numbers  
15 of businesses that enrolled in the First Data merchant processing program through IPS. Where  
16 applicable, these records were matched to the Class List and removed.

17 7. KCC formatted the list for mailing purposes, removed duplicate records, and  
18 processed the names and addresses through the National Change of Address Database (“NCOA”)  
19 to update any addresses on file with the United States Postal Service (“USPS”). A total of 10,668  
20 addresses were found and updated via NCOA. KCC updated its proprietary database with the Class  
21 List.

22 8. Through the process described above, KCC identified 192,836 Class Members  
23 (194,021 total unique phone numbers) associated with 450,121 total calls received during the period  
24 covered by the settlement with the Wells Fargo Defendants (*i.e.*, from March 7, 2011 through May  
25 7, 2014).

26 **MAILING OF THE NOTICE PACKET**

27 9. On September 3, 2021, KCC caused the Notice and Claim Form (collectively, the  
28

1 “Notice Packet”) to be printed and mailed to the 192,836 names and mailing addresses in the Class  
2 List. A true and correct copy of the Notice Packet is attached hereto as Exhibit C.

3 10. Since mailing the Notice Packets to the Class Members, KCC has received 7,188  
4 Notice Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or  
5 other public source databases, KCC performed address searches for these undeliverable Notice  
6 Packets and was able to find updated addresses for 73 Class Members. KCC promptly re-mailed  
7 Notice Packets to the found new addresses.

8 **PUBLICATION OF THE SUMMARY NOTICE**

9 11. KCC purchased approximately 1,332,000 impressions to be distributed  
10 programmatically on various websites from September 3, 2021 and ending on or about October 3,  
11 2021. The impressions were behaviorally targeted to adults 18 years of age and older in California  
12 who likely own, make decisions for, or work in small businesses. As of October 3, 2021, KCC has  
13 caused to be delivered approximately 997,061 impressions. The digital media campaign will  
14 continue to deliver until the impression goal has been met, ending no later than October 8, 2021.  
15 Confirmation of the digital notices as they appeared on a variety of websites is attached hereto as  
16 Exhibit D.

17 **SETTLEMENT WEBSITE**

18 12. On or around August 30, 2021, KCC established a website  
19 [[www.CIPAsettlement.com](http://www.CIPAsettlement.com)] dedicated to this matter to provide information to the Class Members  
20 and to answer frequently asked questions. The website URL was set forth in the Notice and Claim  
21 Form. Visitors of the website can download copies of the Notice, Claim Form, and other case-  
22 related documents. Visitors can also submit claims online. As of October 3, 2021, the website has  
23 received 16,305 visits.

24 **TELEPHONE HOTLINE**

25 13. KCC established and continues to maintain a toll-free telephone number (1-855-  
26 786-1031) for potential Class Members to call and obtain information about the Settlement, and/or  
27  
28

1 request a Notice. The telephone hotline became operational on August 30, 2021, and is accessible  
2 24 hours a day, 7 days a week. As of October 3, 2021, KCC has received a total of 364 calls to the  
3 telephone hotline.

4  
5 **CLAIM FORMS**

6 14. The postmark deadline for Class Members to file claims in this matter is November  
7 1, 2021. To date, KCC has received a total of 15,223 timely-filed claim forms representing 37,707  
8 eligible calls. These counts are subject to change as the claim filing deadline has not yet passed.  
9 KCC has not yet determined whether any of the claims are valid or duplicative submissions.

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

11 15. The Notice informs Class Members that requests for exclusion from the Class must  
12 be postmarked no later than October 25, 2021. As of the date of this declaration, KCC has received  
13 16 requests for exclusion. A list of the Class Members requesting to be excluded is attached hereto  
14 as Exhibit E.  
15

16 **OBJECTIONS TO THE SETTLEMENT**

17 16. The deadline for Class Members to object to the settlement is October 25, 2021. As  
18 of the date of this declaration, KCC has not received any objections to the settlement.

19  
20 I declare under penalty of perjury under the laws of the United States of America that the  
21 foregoing is true and correct.

22 Executed on October 4, 2021 at San Rafael, California

23  
24   
Lana Lucchesi

# **Exhibit A**



401 Commerce Street, Suite 900, Nashville, TN 37219 • (615) 259-1510

August 13, 2021

John W. Peterson  
615.259.1523  
john.peterson@polsinelli.com

VIA PRIORITY MAIL

«First» «Last»  
«Position»  
«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»:

POLSINELLI PC represents Wells Fargo Bank, N.A. and First Data Merchant Services, LLC (“Settling Defendants”) in a putative class action lawsuit entitled *CS Wang & Associate, et al., v. Wells Fargo Bank, N.A., et al.*, Case No. 1:16-cv-11223. The lawsuit is pending before the Honorable Rebecca R. Pallmeyer in the United States District Court for the Northern District of Illinois, Eastern District. 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 August 4, 2021.

**Case Name:** *CS Wang & Associate, et al., v. Wells Fargo Bank, N.A., et al.*

**Case Number:** 1:16-cv-11223

**Jurisdiction:** United States District Court,  
Northern District of Illinois, Eastern District

**Date Settlement  
Filed with Court:** August 4, 2021

The Settling Defendants deny any wrongdoing or liability whatsoever, but have decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further

[polsinelli.com](http://polsinelli.com)

Atlanta Boston Chicago Dallas Denver Houston Kansas City Los Angeles Miami Nashville New York  
Phoenix St. Louis San Francisco Seattle Silicon Valley Washington, D.C. Wilmington

Polsinelli PC, Polsinelli LLP in California



August 13, 2021

Page 2

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 *Complaint; Amended Complaint; Answer, Defenses & Cross-Claims of Defendants First Data Merchant Services LLC and Wells Fargo Bank, N.A.; Amended Answer & Defenses of Defendants First Data Merchant Services LLC and Wells Fargo Bank, N.A.; Plaintiffs' Answer to Amended Affirmative Defenses of Defendants First Data Merchant Services, LLC and Wells Fargo Bank, N.A.; Second Amended Complaint; Answer & Defenses of Defendants First Data Merchant Services LLC and Wells Fargo Bank, N.A. to Plaintiffs' Second Amended Complaint; Amended Answer & Defenses of Defendants First Data Merchant Services LLC and Wells Fargo Bank, N.A. to Plaintiffs' Second Amended Complaint; Plaintiffs' Answer to Amended Affirmative Defenses of Defendants First Data Merchant Services, LLC and Wells Fargo Bank, N.A.; and First Data Merchant Services LLC and Wells Fargo Bank, N.A.'s Third-Party Complaint* are included on the enclosed CD.
  
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** Plaintiffs filed their *Motion for Preliminary Approval of Class Action Settlement* requesting that the Honorable Rebecca R. Pallmeyer preliminarily approve the proposed Settlement with defendants Wells Fargo Bank, N.A. and First Data Merchant Services, LLC. On August 10, 2021, the Court issued its *Notification of Docket Entry* indicating the Court has set a preliminary fairness hearing for August 16, 2021 at 1:00 p.m. CDT and will proceed telephonically, before the Honorable Rebecca R. Pallmeyer. A copy of the *Motion for Preliminary Approval of Class Action Settlement* with all attachments and *Notification of Docket Entry* are included on the enclosed CD. As of August 13, 2021, the Court has not yet scheduled a final fairness hearing in this matter.
  
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.



August 13, 2021

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4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement* between Plaintiffs and Settling Defendants Wells Fargo Bank, N.A. and First Data Merchant Services, LLC is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of August 13, 2021, no other settlement or agreement has been entered into by these specific 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 August 13, 2021. A copy of the *Amended Stipulation of Voluntary Dismissal* regarding Defendants International Payment Services, LLC, Brian Bentley, Adam Bentley, and Andrew Bentley (“IPS Defendants”) is included on the enclosed CD.
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** While the Settling Defendants and KCC Class Action Services, LLC are 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 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 the Settlement is preliminarily approved and the Court authorizes dissemination of information about the Settlement through the Class Notice. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated there are approximately 190,683 unique businesses that are potential class members.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. As of August 13, 2021, there has been no written judicial opinion related to the settlement.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that the Settling Defendants can address any concerns or questions you may have.



August 13, 2021  
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Thank you.

Sincerely,

/s/  
John W. Peterson

JWP:aze

# **Exhibit B**

Last	First	Position	Company	Address 1	Address 2	City	State	Zip
Garland	Merrick	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Avenue, NW		Washington	DC	20530-0001
Anderson	Julie	Commissioner	Alaska Division of Banking and Securities	PO Box 110807		Juneau	AK	99811-0807
Hill	Mike	Superintendent of Banks	Alabama State Banking Department	PO Box 4600		Montgomery	AL	36103-4600
Franks	Candace A.	Bank Commissioner	Arkansas State Bank Department	323 Center Street, Suite 200		Little Rock	AR	72201
Daniels	Evan G.	Superintendent	Arizona Dept of Financial Institutions	100 N 15th Ave Suite 261		Phoenix	AZ	85007
Owen	Jan L.	Bank Commissioner	California Dept of Business Oversight	1515 K Street	Suite 200	Sacramento	CA	95814
Myklebust	Chris	Commissioner	Colorado Division of Banking, Uniform Consumer Credit Code	1525 Sherman St., 5th Fl.		Denver	CO	80203
Perez	Jorge	Commissioner	Connecticut Department of Banking	260 Constitution Plaza		Hartford	CT	06103-1800
Taylor	Stephen	Commissioner	District of Columbia Department of Insurance, Securities and Banking	810 First Street NE	Suite 701	Washington	DC	20002
Glen	Robert A.	State Bank Commissioner	Delaware Office of the State Bank Commissioner	555 E. Lookerman Street Suite 210		Dover	DE	19901
Breakspear	Drew J.	Commissioner	Florida Office of Financial Regulation	Division of Securities and Finance	200 E. Gaines Street	Tallahassee	FL	32399-0370
Hagler, CEM	Kevin B.	Commissioner	Georgia Office of the Commissioner of Insurance	Industrial Loan Division	Two Martin Luther King, Jr. Drive West Tower, Suite 704	Atlanta	GA	30334
Ikada	Iris	Commissioner of Financial Institutions	Hawaii Department of Commerce and Consumer Affairs	Consumer Resource Center	235 S. Beretania Street, Rm 801	Honolulu	HI	96813
Hansen	Ronald L.	Superintendent	Iowa Division of Banking	200 E Grand Ave	Suite 300	Des Moines	IA	50306-1827
Gee	Gavin M.	Director of Finance	Idaho Department of Finance	Consumer Finance Bureau	800 Park Blvd., Suite 200	Boise	ID	83712
Schneider	Bryan	Secretary, DFPR	Illinois Division of Financial Institutions	Consumer Credit Section	320 W. Washington	Springfield	IL	62701
Fite, CEM	Thomas C.	Director	Indiana Department of Financial Institutions	30 South Meridian Street	Suite 300	Indianapolis	IN	46204
Stork, CEM	Judi M.	Acting Bank Commissioner	Kansas Office of the State Bank Commissioner	700 SW Jackson St	Suite 300	Topeka	KS	66603
Vice	Charles A	Commissioner	Kentucky Department of Financial Institutions	1025 Capital Center Dr	Suite 200	Frankfort	KY	40601
Ducrest, CEM	John P	Commissioner of Financial Institutions	Louisiana Office of Financial Institutions	PO Box 94095		Baton Rouge	LA	70804-9095
McGinnis	Terence A.	Commissioner of Banks	Massachusetts Division of Banks	One South Station		Boston	MA	02110
Cooley	Gordon M	Commissioner	Maryland Commissioner of Financial Regulation	500 North Calvert Street	Suite 402	Baltimore	MD	21202
LaFountain III	Lloyd P	Superintendent	Maine Office of Consumer Credit Regulation	Department of Professional and Financial Regulation	35 State House Station	Augusta	ME	04333-0036
Lawson	Karen K	Director, Office of Banking	Michigan Office of Financial and Insurance Regulation	PO Box 30220		Lansing	MI	48909-7720
Rothman	Mike	Commissioner	Minnesota Department of Commerce	Division of Financial Examinations	85 7th Place East, Suite 500	Saint Paul	MN	55101-2198
Hardman	Debra	Acting Commissioner	Missouri Division of Finance	Consumer Credit Section	P. O. Box 716 301 W. High Street	Jefferson City	MO	65102
Corley, CEM, CTE	Charlotte N	Commissioner	Mississippi Department of Banking and Consumer Finance	4780 I-55 North 5th Floor		Jackson	MS	39201
Hall	Melanie G	Commissioner	Montana Division of Banking & Financial Institutions	301 South Park, Suite 316		Helena	MT	59601
Grace, CEM	Ray	Commissioner of Banks	North Carolina Office of Commissioner of Banks	4309 Mail Service Center		Raleigh	NC	27699-4300
Entringer, CEM	Robert J	Commissioner	North Dakota Department of Financial Institutions	2000 Schafer Street	Suite G	Bismarck	ND	58501-1204
Quandahl	Mark	Commissioner	Nebraska Department of Banking & Finance	Financial Institutions	1230 O' Street, Suite 400 P.O. Box 95006	Lincoln	NE	68509
Little	Gerald	Bank Commissioner	New Hampshire State Banking Department	64B Old Suncook Road		Concord	NH	03301
Badolato	Richard J.	Commissioner	New Jersey Department of Banking and Insurance	20 West State St.		Trenton	NJ	08625-0040
Moya	Christopher	Acting Director	New Mexico Financial Institutions Division	2550 Cerrillos Road, 3rd Floor	P. O. Box 25101	Santa Fe	NM	87505
Burns	George E	Commissioner	Nevada Financial Institutions Division	2785 E. Desert Inn Rd., Suite 180		Las Vegas	NV	89121
Vullo	Maria T.	Superintendent	New York State Banking Department	One State St		New York	NY	10004-1511
Dolezal	Charles J	Superintendent of Financial Institutions	Ohio Division of Financial Institutions	77 South High Street	21st Floor	Columbus	OH	43215-6120
Thompson	Mick	Bank Commissioner	Oklahoma Department of Consumer Credit	4545 North Lincoln Boulevard, Suite 104		Oklahoma City	OK	73105
Call	Laura N.	Administrator	Oregon Department of Consumer & Business Services	Division of Financial Regulation	350 Winter St. NE, Rm. 410	Salem	OR	97301
Weissmann	Robin	Secretary of Banking and Securities	Pennsylvania Department of Banking	Market Square Plaza	17 N. Second Street	Harrisburg	PA	17101-2290
Dwyer	Elizabeth	Superintendent of Banking	Rhode Island Department of Business Regulation	Division of Banking	233 Richmond Street, Suite 231	Providence	RI	02903
Bichham	Kathy L.	Interim Commissioner of Banking	South Carolina State Board of Financial Institutions	Consumer Finance Division	P.O. Box 11905	Columbia	SC	29211
Aldahl	Bret	Director of Banking	South Dakota Division of Banking	217 1/2 West Missouri Avenue		Pierre	SD	57501-4590
Gonzales	Grea	Commissioner	Tennessee Department of Financial Institutions	511 Union Street, Suite 400		Nashville	TN	37219
Cooper	Charles G	Banking Commissioner	Texas Office of Consumer Credit Commissioner	2601 North Lamar Blvd		Austin	TX	78705-4294
Leary	G. Edward	Commissioner of Financial Institutions	Utah Department of Financial Institutions	324 South State Street, Suite 201		Salt Lake City	UT	84111
Face Jr, CEM	E. Joseph	Commissioner of Financial Institutions	Virginia Bureau of Financial Institutions	State Corporation Commission	1300 East Main Street, Suite 800 Post Office Box 640	Richmond	VA	23218-0640
Pieciak	Michael	Acting Commissioner	Vermont Banking Division	Department of Banking, Insurance, Securities & Health	89 Main St Drawer 20	Montpelier	VT	05620-3101
Papiez	Gloria	Acting Director	Washington State Department of Financial Institutions	Division of Consumer Services	PO Box 41200	Olympia	WA	98504-1200
Blumenfeld	Kathy	Secretary	Wisconsin Department of Financial Institutions	Wisconsin Consumer Act Section	P.O. Box 8041	Madison	WI	53708-8861
Holstein	Dawn E	Acting Commissioner	Office of West Virginia Attorney General	Consumer Protection Division	812 Quarrier St., 4th Floor	Charleston	WV	25301
Rife	Fred	Interim Director	Wyoming Division of Banking	Uniform Consumer Credit Code	122 West 25th Street	Cheyenne	WY	82002
Ale	Talavuesa Eleasalo V.	American Samoa Gov't	Exec. Ofc. Bldg			Utulei	AS	96799
Camacho	Levin Taitano	Office of the Attorney General, ITC Building	590 S. Marine Corps Drive	Suite 901		Tamuning	Guam	96913
Manibusan	Edward	Northern Mariana Islands Attorney General	Administration Building	PO Box 10007		Saipan	MP	96950-8907
Longo Quinones	Dennise N.	Puerto Rico Attorney General	P.O. Box 902192			San Juan	PR	00902-0192
George	Denise N.	Virgin Islands Attorney General, Department of Justice	34-38 Kronprindsens Gade	GERS Bldg, 2nd Floor		St. Thomas	VI	00802
McWilliams	Jelena		FDIC	550 17th Street, NW		Washington	DC	20429
Walsh	John C.		Office of the Comptroller of the Currency Headquarters	Constitution Center	400 7th Street, SW, Suite 3E-218	Washington	DC	20219
Powell	Jerome		Federal Reserve Bank	Board of Governors of the Federal Reserve System	20th Street and Constitution Avenue, NW	Washington	DC	20551
Peterson	John		Polsinelli PC	401 Commerce Street	Suite 900	Nashville	TN	37219

# Exhibit C

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

CS WANG & ASSOCIATE, *et al.*, )  
)  
Plaintiffs, ) Case No. 1:16-cv-11223  
)  
v. ) Chief Judge Rebecca R. Pallmeyer  
)  
WELLS FARGO BANK, N.A., *et al.*, )  
)  
Defendants. )  
\_\_\_\_\_ )

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

**Call records indicate that your business received at least one telephone call from International Payment Services, LLC between March 7, 2011 through May 7, 2014 in an effort to set an in-person sales appointment. Based on those records, your business is eligible for a settlement payment if you sign and return the enclosed Claim Form or if you submit a claim online at www.CIPAsettlement.com on or before November 1, 2021.**

The settlement provides for an **estimated minimum payment of approximately \$40 for each eligible appointment-setting call you received and could be as high as \$5,000 per call**, but you need to submit a claim as described below in order to be eligible to receive payment.

**I. What is this Notice about?**

This Notice is being sent to notify you of a class action lawsuit regarding the recording of certain appointment-setting calls to California businesses. On August 16, 2021, the Court preliminarily approved a settlement of the Lawsuit. The purpose of this Notice is to inform your business of the Lawsuit and the proposed settlement. In addition, this Notice will advise you of what to do if your business wants to remain a part of the Lawsuit, what to do if your business wants to exclude itself from the Lawsuit, and how joining or not joining the Lawsuit may affect your business's legal rights.

**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 *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., et al.*, Case No. 1:16-cv-11223 (the "Lawsuit"). The Lawsuit alleged that an independent sales organization named International Payment Services, LLC ("IPS") 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 Wells Fargo Bank, N.A. ("Wells Fargo") and First Data Merchant Services, LLC ("First Data") (collectively, "the Wells Fargo Defendants"), both of whom are named as defendants in the Lawsuit. The Wells Fargo Defendants deny any wrongdoing or liability in connection with the Lawsuit.

**III. What are the benefits of the proposed settlement?**

Under the proposed settlement, the Wells Fargo Defendants will make a payment of \$28,000,000 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 minimum cash payment for each Eligible Call is estimated to be approximately \$40, but 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.

**IV. How does my business receive a settlement payment?**

**In order to receive the cash payment described in this Notice, you must complete and sign the enclosed Claim Form for your business and mail it to the Settlement Administrator, or you can submit your claim online through the settlement website at [www.CIPAsettlement.com](http://www.CIPAsettlement.com), by the DUE DATE of November 1, 2021.** A pre-paid, self-addressed envelope is provided with this Notice that you can use to mail in your Claim Form.

Regardless of whether you mail the Claim Form or submit a claim online, **you must do so by the DUE DATE of November 1, 2021** to be eligible to receive a payment. Settlement payments will be issued only if the proposed settlement is granted final approval by the Court.

**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 Wells Fargo Defendants do not believe the claims have merit. The Wells Fargo 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 August 16, 2021, the Court certified the Lawsuit as a class action for settlement purposes and defined the class as follows:

All businesses that received a telephone call from a call center operated by International Payment Services, LLC or one of its affiliates between March 7, 2011 through May 7, 2014, while the call recipient was physically present in California, and who did not sign a contract for merchant processing services with First Data Merchant Services, LLC.

Any business meeting this definition 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 December 6, 2021 at 12:00 PM (Noon) CT 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.CIPAsettlement.com](http://www.CIPAsettlement.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. Your business or its attorney may attend the hearing, at your business’s own expense. Your business does not need to attend this hearing to have a properly-filed and served written objection considered by the Court.

**IX. How can my business 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 for your business to be excluded from the case, you must mail a written request to the Settlement Administrator at the address set forth below stating that your business wants to be excluded from the class. All exclusion requests must include (i) the name and case number of the Lawsuit: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., 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 October 25, 2021** and sent to the following address: *CS Wang v. Wells Fargo Bank* Settlement Administrator, P.O. Box 43160, Providence, RI 02940-3160.

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

**X. How can my business object to the settlement?**

If your business does not exclude itself from the Lawsuit, it 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 your business has the right to appear before the Court to express its opposition. Your written objection must be submitted in writing and filed with the Clerk of Court by **the DUE DATE of October 25, 2021**. 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 Wells Fargo Defendants:**

John H. Mathias, Jr.  
Megan B. Poetzel  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, IL 60654-3456  
*Counsel for First Data*

John Peterson  
Polsinelli  
401 Commerce Street  
Suite 900  
Nashville, TN 37219  
*Counsel for First Data and Wells Fargo*

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: *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., 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 exclude your business 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 release and forever discharge the Wells Fargo Defendants and each of their respective former, present, and future direct and indirect parents, affiliates, subsidiaries, successors, and predecessors and all of their respective former, present, and future officers, directors, shareholders, indemnitees, employees, agents, representatives, attorneys, accountants, auditors, independent contractors, successors, trusts, trustees, partners, associates, principals, divisions, insurers, reinsurers, members, brokers, consultants, 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 in connection with 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. Notwithstanding the above, and for the avoidance of doubt, this release does not apply to or limit any action based on telephone calls other than Eligible Calls, whether pursued through the Lawsuit or any other claim or proceeding, by any Plaintiffs or Class Members against Fifth Third Bank, N.A., Vantiv, Inc., National Processing Company, Fidelity National Information Services, Inc., Worldpay, Inc., Ironwood Financial, LLC, John Lewis, Dewitt Lovelace, International Payment Services, LLC, Brian Bentley, Adam Bentley, or Andrew Bentley.

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 Settlement 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 in prosecuting the Lawsuit or in obtaining this proposed settlement, nor have they been reimbursed for any out-of-pocket costs they have incurred. 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 partial reimbursement of actual costs, which Settlement Class Counsel currently estimates will be between \$95,000-\$100,000. 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 your own 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 each to the 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.CIPASettlement.com](http://www.CIPASettlement.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:**

*CS Wang v. Wells Fargo Bank* Settlement Administrator  
P.O. Box 43160  
Providence, RI 02940-3160  
admin@CIPASettlement.com

Dated: September 3, 2021

BY ORDER OF THE UNITED STATES DISTRICT COURT

CS Wang v. Wells Fargo Bank  
 Settlement Administrator  
 P.O. Box 43160  
 Providence, RI 02940-3160



CS Wang & Associate, et al. v.  
 Wells Fargo Bank, N.A., et al.

**WWN**

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF ILLINOIS  
 EASTERN DIVISION

«Barcode»

Postal Service: Please do not mark barcode

Claim#: WWN-«ClaimID»-«MailRec»  
 «First1» «Last1»  
 «CO»  
 «Addr1» «Addr2»  
 «City», «St» «Zip»  
 «Country»

Case No. 1:16-cv-11223

**Must Be Postmarked  
 By November 1, 2021**

**CLAIM FORM**

**INSTRUCTIONS:** Please sign below and return this Claim Form in the enclosed, self-addressed pre-paid envelope or mail it to: CS Wang v. Wells Fargo Bank Settlement Administrator, P.O. Box 43160, Providence, RI 02940-3160.

**In order to receive your settlement payment, you must submit your claim postmarked no later than November 1, 2021 by mailing this Claim Form to the Settlement Administrator or by submitting a claim online at [www.CIPAsettlement.com](http://www.CIPAsettlement.com).**

Call records reflect that your business received calls from an International Payment Services, LLC-affiliated call center at the following number(s) between March 7, 2011 through May 7, 2014:

**Name of Business:** <NameOfBusiness>

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 business identified above, and that, to the best of my knowledge, during the timeframe referenced above, the person(s) who received calls for this business at the phone number(s) listed above did so in California.

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_

If you have any questions about this Claim Form, please call the Settlement Administrator toll-free at 1-855-786-1031. For additional information about the settlement, please visit [www.CIPAsettlement.com](http://www.CIPAsettlement.com).

**Mail this Claim Form or submit it online on or before November 1, 2021 (postmark deadline).**

**CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)**

\_\_\_\_\_

Primary Address

\_\_\_\_\_

Primary Address Continued

\_\_\_\_\_

City

State

ZIP Code



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
----------------------------------	-----------------------------	-----------------------------	--	---



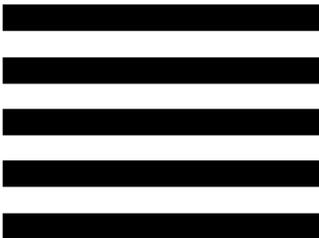
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

WWN

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

POSTAGE WILL BE PAID BY ADDRESSEE

CS WANG V WELLS FARGO BANK  
SETTLEMENT ADMINISTRATOR  
PO BOX 43160  
PROVIDENCE RI 02940-9594



# Exhibit D

*CS Wang & Associate, et al. v.  
Wells Fargo Bank, N.A., et al.*  
Digital Media Screenshots

If you received a call from International Payment Services, LLC between March 7, 2011 through May 7, 2014 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

www.CPAsettlement.com

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RANK	FRANCHISE	INVESTMENT
#1	 <b>Taco Bell</b>	\$576K - \$3.4M
#2	 <b>Dunkin'</b>	\$438K - \$1.8M
#3	 <b>The UPS Store</b>	\$185K - \$474K
#4	 <b>Popeyes Louisiana Kitchen</b>	\$384K - \$3.5M
#5	 <b>Culver's</b>	\$2.4M - \$5.4M



If you received a call from International Payment Services, LLC between March 7, 2011 through May 7, 2014 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

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If you received a call from International Payment Services, LLC between March 7, 2011 through May 7, 2014 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

[www.CIPAsettlement.com](http://www.CIPAsettlement.com)

# California Gubernatorial Recall Election

Your Vision. Your Decision. Vote by September 14<sup>th</sup>

## Voting Opens Aug. 16 - Sep. 14

[www.sccvote.org](http://www.sccvote.org) (866) 430-VOTE (8683)



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### Recall election: Newsom campaigns with Biden as Elder makes final push in Southern California

The governor was set to campaign with the president in Long Beach on Monday night.

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If you received a call from International Payment Services, LLC between March 7, 2011 through May 7, 2014 in an effort to set an in-person sales appointment you may be eligible for a cash payment from a class action settlement.

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[www.CIPAsettlement.com](http://www.CIPAsettlement.com)

The image shows a screenshot of the MSN homepage. At the top left is the MSN logo. To its right is a search bar. Further right are links for "Sign in", a settings gear icon, and a globe icon labeled "EN". Below the search bar is a horizontal row of service icons: Outlook.com, Amazon Assistant, Microsoft Store, Deals & Offers, Wayfair, Sports, eBay, and Facebook. A large banner advertisement for All-Clad Metalcrafters is displayed, featuring the text "FOR 50 YEARS" and images of people and food. Below the banner is a navigation menu with categories: CORONAVIRUS, CHICAGO / 80°F, NEWS, ENTERTAINMENT, MONEY, SPORTS, ESPORTS, LIFESTYLE, SHOPPING, BUY A CAR, HEALTH, FOOD, TRAVEL, VIDEO, and a "KI" icon. The main content area features a large article on the left with a video player showing a man speaking, titled "Justice Dept. sues Texas over state's new abortion law" with an "Associated Press" logo. To the right of this article is a news snippet from Newsweek: "North Korea's Kim Jong Un Oversees Military Parade...". Further right is an advertisement for CIPASettlement.com with the text: "If you received a call from International Payment Services, LLC between March 7, 2011 through May 7, 2014 in an effort to set an in-person sales appointment you may be eligible for a cash payment from a class action settlement." and a button that says "CLICK HERE FOR MORE INFORMATION OR TO SUBMIT A CLAIM". A "TRENDING NOW" section is visible below the Newsweek snippet, listing "George W. Bush just threw a whole lot of shade at..." and "'Weird, patronizing behavior': AOC lets rip at...". On the far right edge, there is a vertical "AdChoices" icon.

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 **September 11 cartoons from the USA TODAY Network**  
OPINION

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 **If you received a call from International Payment Services, LLC between March 7, 2011 through May 7, 2014 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**  
[www.CPAsettlement.com](http://www.CPAsettlement.com)

# **Exhibit E**

**KCC Class Action Services*****CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., et al.*****Exclusion Report****Count****16**

ClaimID	Company Name	Total Call Count
10003986801	AAA MOBILE BLINDS	5
10036825601	CAMPUS AUTO CARE	4
10144413801	POWAY-BERNARDO MORTUARY	2
10077227401	G I TRUCKING	1
10123252401	MIKE PERRY PHOTOGRAPHY	2
10055039301	DATADVANTAGE GROUP INC	1
10068427001	EVELYN'S NURSERY	2
10141529101	PETRO-LOCK INC	4
10017488701	ART ON THE ROCK	4
10077857401	GANTRY	1
10149032001	RAE NEUMEN PRIVATE GALLERY	1
10007358001	ADVANTAGE PRODUCTS INC	2
10027925901	BLAIR AQUATICS SWIM SCHOOL	4
10143597601	POETRY & PROSE	1
10187126001	WALNUT CREEK CTR	1
10087928701	HEARING & SPEECH SVC	2

**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 *CS Wang & Associate, et al. v. Wells Fargo Bank, N.A., 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.<sup>1</sup> I am also a member of the Bar in the states of Illinois, California, Wisconsin, and the District of Columbia.

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<sup>1</sup> 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 several of defendants' representatives. Plaintiffs further litigated numerous complex discovery disputes, including disputes with the Wells Fargo Defendants.

8. The Firm undertook exhaustive research of the legal issues involved, conducted detailed factual investigation, reviewed and analyzed industry regulations, briefed several 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. The research and briefing of these motions were extensive and took up significant amount of the Firm's time and resources. Plaintiffs have enlisted three experts, all of whom submitted reports and were deposed.

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.<sup>2</sup> As set forth in these records, the Firm incurred \$284,971.29 in costs thus far in connection with this litigation. After excluding amounts expended on deposition, travel, courier, and other costs specific to the non-settling plaintiffs, deposition costs for the non-settling defendants' representatives, and amounts expended on bankruptcy lawyers in connection with the Ironwood Financial, LLC bankruptcy, this amount is reduced to \$249,574.36. The Firm will only seek one-third of this amount (\$83,191.45) in connection with the settlement with the Wells Fargo Defendants because the number of calls received by members of the Wells Fargo class constitute approximately one-third of the entirety of the recorded calls in the case, *i.e.*, those made by all defendants, both settling and non-settling. The non-settling Plaintiffs intend to recover the remaining two-thirds of costs as they proceed in litigation against the non-settling defendants, as well as any additional costs incurred in continuing to prosecute the suit against those defendants.

12. The settlement administrator, KCC, LLC, provided an estimate to the Firm of \$240,023-\$288,142 to administer the settlement with the Wells Fargo Defendants

13. The two named Plaintiffs played important roles and stayed actively involved in the Lawsuit. Representatives of Plaintiffs CS Wang & Associate and Jay Schmidt Insurance Agency, Inc. 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 of work and/or their personal lives to meet with Class Counsel, as well as to have their

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<sup>2</sup> 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.

**Santiago v. City of Chicago, 19-cv-4652 (N.D. Ill.)**

Lawsuit challenging the constitutionality of the City's abandoned tow ordinance and other tow practices. The case was granted class action status and the firm was appointed class counsel.

**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**

October 4, 2021

Invoice submitted to:

Ironwood Financial LLC Class Action

For the Period : 9/16/2016 through 10/4/2021

**Disbursements and Costs:**

		<u>Qty/Price</u>	<u>Amount</u>
<b><u>Audio Transcriptions</u></b>			
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
<b>SUBTOTAL:</b>			<b>[ 526.80 ]</b>
<b><u>Courier Service</u></b>			
2/1/2017 - DIS	Mercury Services to Robert Meyer, Mania Nosh in San Rafael, CA (Invoice # 444275, dated 02/18/17)	1 40.62	40.62

Ironwood Financial LLC Class Action

Page 2

		<u>Qty/Price</u>	<u>Amount</u>
2/1/2017 - DIS	Mercury Services to [REDACTED] in Elk Grove, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Elk Grove, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
2/18/2017 - DIS	Mercury Services to Tasir Tayeh, CA (Invoice # 444275, dated 02/18/17)	1 27.17	27.17
- DIS	Mercury Services to [REDACTED] [REDACTED] in Merced, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Burbank, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Torrance, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Merced, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Turlock, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Turlock, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Merced, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Turlock, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Ceres, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Fresno, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Fresno, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Torrance, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21

Ironwood Financial LLC Class Action

Page 3

		<u>Qty/Price</u>	<u>Amount</u>
2/18/2017 - DIS	Mercury Services to [REDACTED] [REDACTED] in Fresno, CA (Invoice # 444275, dated 02/18/17)	1 41.67	41.67
- DIS	Mercury Services to [REDACTED] in Fresno, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Lake Forest, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Riverside, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Lake Forest, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] in Merced, CA (Invoice # 444275, dated 02/18/17)	1 41.21	41.21
- DIS	Mercury Services to [REDACTED] [REDACTED] in Torrance, CA (Invoice # 444275, dated 02/18/17)	1 61.04	61.04
2/19/2017 - DIS	Mercury Services to [REDACTED] [REDACTED] in Modesto, CA (Invoice # 444275, dated 02/18/17)	1 27.17	27.17
- DIS	Mercury Services to [REDACTED] [REDACTED] in Modesto, CA (Invoice # 444275, dated 02/18/17)	1 27.17	27.17
- DIS	Mercury Services to [REDACTED] in Modesto, CA (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
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

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			<u>Qty/Price</u>	<u>Amount</u>
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
<b>SUBTOTAL:</b>				<b>[ 1,737.04 ]</b>
<b><u>Court Hearing Transcripts</u></b>				
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
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
<b>SUBTOTAL:</b>				<b>[ 802.90 ]</b>

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			<u>Qty/Price</u>	<u>Amount</u>
<b><u>Deposition Transcripts</u></b>				
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 pad to US Legal Support ck# 13093 dated 12/6/19 Inv#110332887	1 429.60	429.60
	- DIS	Deposition Transcript for Randall Snyder pad to US Legal Support ck# 13093 dated 12/6/19 Inv#110332156	1 455.60	455.60
	- DIS	Deposition Transcript for Christina Peters-Stasiewicz pad 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
	- 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
<b>SUBTOTAL:</b>				<b>[ <u>11,295.10</u> ]</b>

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			<u>Qty/Price</u>	<u>Amount</u>
<b><u>Document Storage</u></b>				
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
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

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			<u>Qty/Price</u>	<u>Amount</u>
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
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
6/11/2019	- 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
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

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			<u>Qty/Price</u>	<u>Amount</u>
9/29/2020	- 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
	- 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 0.00	NO CHARGE

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		<u>Qty/Price</u>	<u>Amount</u>
<b>SUBTOTAL:</b>			<b>[ <u>142,887.40</u> ]</b>
<b><u>Filing Fees</u></b>			
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
<b>SUBTOTAL:</b>			<b>[ <u>19.00</u> ]</b>
<b><u>Local Counsel</u></b>			
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 Adlman & Gettleman, Ltd. (re: Bankruptcy Counsel Retainer).	1 15,000.00	15,000.00
<b>SUBTOTAL:</b>			<b>[ <u>24,254.25</u> ]</b>
<b><u>Mediation Fee(s)</u></b>			
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
<b>SUBTOTAL:</b>			<b>[ <u>10,000.00</u> ]</b>
<b><u>Miscellaneous Expenses</u></b>			
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
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

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			<u>Qty/Price</u>	<u>Amount</u>
11/8/2019	- 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
<b>SUBTOTAL:</b>				<b>[ 4,606.55]</b>
<b><u>Out-of-Town Trip(s)</u></b>				
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

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			<u>Qty/Price</u>	<u>Amount</u>
<b>SUBTOTAL:</b>			<b>[</b>	<b><u>6,558.53</u></b> ]
<b><u>Payment to Expert Witness(es)</u></b>				
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
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
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
<b>SUBTOTAL:</b>			<b>[</b>	<b><u>29,575.00</u></b> ]
<b><u>Photocopying - Inhouse</u></b>				
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

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			<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

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			<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

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			<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
<b>SUBTOTAL:</b>				<b>[ 10,031.75 ]</b>
<b><u>Photocopying - Outside Service</u></b>				
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
8/16/2019	- DIS	Records to Mountain view 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

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			<u>Qty/Price</u>	<u>Amount</u>
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
<b>SUBTOTAL:</b>				<b>[ 1,179.11 ]</b>
<b><u>Postage Charges</u></b>				
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
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

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			<u>Qty/Price</u>	<u>Amount</u>
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
<b>SUBTOTAL:</b>			[	<u><b>213.83</b></u> ]
<b><u>Professional Consulting Services</u></b>				
6/2/2017 - DIS	Dynamic Inquiries Bently Investigation - Ironwood - Inv2379 - 05.24.17		1 225.00	225.00
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
<b>SUBTOTAL:</b>			[	<u><b>440.00</b></u> ]
<b><u>Professional Process Server</u></b>				
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
<b>SUBTOTAL:</b>			[	<u><b>1,471.50</b></u> ]
<b><u>Research Fees</u></b>				
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
<b>SUBTOTAL:</b>			[	<u><b>450.00</b></u> ]

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			<u>Qty/Price</u>	<u>Amount</u>
<b><u>Subpoena for Documents/Copy and Mileage Fees</u></b>				
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
<b>SUBTOTAL:</b>			<b>[</b>	<b><u>8,145.00</u></b> <b>]</b>
<b><u>Telephone Charges</u></b>				
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
<b>SUBTOTAL:</b>			<b>[</b>	<b><u>10.87</u></b> <b>]</b>
<b><u>Westlaw - Research Charges</u></b>				
10/21/2016 - DIS	West Law charges through September 30, 2016		1 125.95	125.95
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
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

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			<u>Qty/Price</u>	<u>Amount</u>
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
	- 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

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			<u>Qty/Price</u>	<u>Amount</u>
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
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 \$1,547.3	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

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			<u>Qty/Price</u>	<u>Amount</u>
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 Rueters 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 Thomspn 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 Thompson Reuters West Publishing		1 194.07	194.07
<b>SUBTOTAL:</b>				<u>[ 30,766.66]</u>
<b>Total Disbursements and Costs</b>				<u>\$284,971.29</u>
				<u>\$284,971.29</u>