

9

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

Hassan A. Zavareei, SBN 181547
Andrea R. Gold (*pro hac vice*)
agold@tzlegal.com
hzavareei@tzlegal.com
TYCKO & ZAVAREEI LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036
Telephone (202) 973-0900
Facsimile (202) 973-0950

Annick Persinger, SBN 272996
apersinger@tzlegal.com
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone (510) 254-6808
Facsimile (202) 973-0950

Jeff M. Ostrow
Jonathan M. Streisfeld
ostrow@kolawyers.com
streisfeld@kolawyers.com
**KOPELOWITZ OSTROW
FERGUSON WEISELBERG GILBERT**
One West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
Telephone: (954) 525-4100
Facsimile: (954) 525-4300

*Attorneys for Plaintiff Maureen Harrold
and The Putative Class*

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

MUFG UNION BANK, N.A.,

Defendant.

Case No. BC680214

FIRST AMENDED CLASS ACTION

COMPLAINT FOR:

- (1) Violation of the California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*)
- (2) Violation of the Consumer Legal Remedies Act, California Civil Code §§ 1750, *et seq.*
- (3) Breach of Contract
- (4) Fraud Pursuant to California Code of Civil Procedure Section 1281.2

DEMAND FOR JURY TRIAL

By Fax

FILED
Superior Court of California
County of Los Angeles

JUL 29 2020

Sherri R. Carter, Executive Officer/Clerk
By Paul R. Cruz Deputy
Paul R. Cruz

3018712070

1 **FIRST AMENDED CLASS ACTION COMPLAINT**

2 Plaintiff, MAUREEN HARROLD (“Plaintiff”), individually and on behalf of all others
3 similarly situated, sues Defendant, MUFG UNION BANK, N.A. (“Defendant” or “Union Bank”),
4 and alleges:

5 **INTRODUCTION**

6 1) This is a civil action seeking monetary damages, restitution and declaratory relief
7 from Union Bank, arising from the unfair and unconscionable assessment and collection of
8 “Overdraft Fees” (“OD Fees”) on transactions that were never actually overdrawn.

9 2) On behalf of herself and the putative classes, Plaintiff seeks damages and restitution
10 for Union Bank’s breach of contract and violations of consumer protection statutes.

11 3) Plaintiff further seeks redress for Union Bank’s misleading and deceptive
12 misrepresentations regarding each of the above practices in its publicly available account contracts
13 and for Union Bank’s omission of material facts pertaining to each of the above practices in its
14 account contracts.

15 4) Plaintiff and other Union Bank customers have been injured by Union Bank’s breach
16 of contract and violations of consumer protection statutes.

17 5) In addition, Union Bank’s deceptive scheme aimed at general public continues to this
18 day. Union Bank’s account contracts and marketing materials are publicly available online and in
19 Union Bank branches to all current and prospective accountholders. The general public relies on
20 representations in these documents in making important financial decisions regarding with whom
21 they would like to open a checking account. Consumers who have already opened accounts also rely
22 on the misrepresentations and omissions in the publicly available account documents when making
23 every day financial transactions.

24 6) The Pew Charitable Trusts has emphasized the importance of transparent checking
25 account fee disclosures for both comparison shopping for checking accounts and for effective fee
26 avoidance:

27 Bank accounts are an essential financial product, used by 9 in 10 American
28

3070772029

1 households, and need to be safe and transparent. Account agreements and fee
2 schedules provide customers with account costs, terms, and conditions. Among the
3 largest U.S. banks, however, the median length of checking account disclosure
4 documents is 40 pages, and the information is presented in varied formats with
inconsistent wording, making it difficult for consumers to easily find the information
they need to comparison shop, avoid overdraft and other fees, and manage their
money.

5 The Pew Trusts, "The Benefits of Uniform Checking Account Disclosures." Transparency is
6 especially essential given that research has revealed that fees are the most important factor
7 influencing consumers' selection of a new banking provider. See Ron Shevlin, "How Consumers
8 Choose a Bank: A Tale of Two Surveys." Insight Vault, Cornerstone Advisors, 23 Aug. 2018,
9 available at <https://www.cornstone.com/insightvault/2018/08/23/how-consumers-choose-a-bank-a-tale-of-two-surveys/>

11 7) Members of the public considering opening a checking account have the right to
12 accurate information regarding the checking accounts they are considering. Reasonable consumers
13 would not agree to open Union Bank checking accounts if they were informed, for example, that
14 they could incur overdraft fees on transactions that did not overdraw their account; or could incur
15 three or four discrete ATM fees for a single out-of-network ATM use.

16 8) Plaintiff seeks injunctive relief on behalf of the general public in order to prevent
17 Union Bank from continuing to make material misrepresentations and omissions in publicly
18 available account documents—misrepresentations and omissions which prevent all California
19 consumers from accessing truthful and transparent information regarding Union Bank's practices.

20 9) In plain, clear, and simple language, the checking account contract documents
21 discussing OD Fees promise that the Union Bank will only charge OD Fees on transactions with
22 insufficient available funds to "cover" a given transaction "at the time" they are initiated or
23 "authorized":

24 It is your responsibility to make sure that your account contains sufficient Available
25 Funds at the time you make a withdrawal transaction of any kind.

26 We offer overdraft protection services that may protect your account against
27 overdrafts in the event you do not have sufficient Available Funds to cover an Item
authorized or presented for payment.

3070772020

1 With Debit Card Overdraft Coverage, we may, at our discretion, authorize an ATM
2 withdrawal or purchase or a one-time Debit Card transaction, up to your daily card
3 limit, if you do not have sufficient Available Funds in your account to cover the
4 transaction.

5 Exhibit "A" Union Bank's "All About Personal Accounts & Services Disclosure and Agreement."

6 10) As happened to Plaintiff, however, Union Bank charges OD Fees even when the
7 transaction has not overdrawn an account. For example, Plaintiff was charged OD Fees on April 19,
8 2016, but she was charged overdraft fees on transactions that did not overdraft the account. Since
9 there were always funds to "cover" those transactions—yet Union Bank assessed an OD Fee on it
10 anyway.

11 11) In short, Union Bank is not authorized by contract to charge OD Fees on transactions
12 that have not overdrawn an account, but it has done so and continues to do so.

13 12) Plaintiff and other Union Bank customers have been injured by Union Bank's
14 practices. On behalf of herself and the putative class, Plaintiff seeks an injunction on behalf of the
15 general public to prevent Union Bank from continuing to engage in its illegal and deceptive
16 practices. Additionally, Plaintiff seeks damages and restitution for Union Bank's breach of contract.

17 13) Plaintiff asserts this action pursuant to Section 382 of the California Code of Civil
18 Procedure, on behalf of herself and all others similarly situated, for injunctive relief and damages
19 and other relief arising from Union Bank's routine practice of charging standard overdraft fees on
20 one-time debit card transactions, in violation of its contract with accountholders.

21 PARTIES

22 14) Plaintiff is a resident of Bellflower, California and has had a checking account with
23 Defendant in California at all times material hereto.

24 15) Defendant is engaged in the business of, among other things, providing retail banking
25 services to consumers, including Plaintiff and members of the putative class, which includes the
26 issuance of debit cards for use by its customers in conjunction with their checking accounts. Union
27 Bank maintains its headquarters and principal place of business in San Francisco, California.

28 JURISDICTION AND VENUE

16) This Court has jurisdiction over this matter because the amount in controversy

1 exceeds \$25,000.

2 17) Venue is proper in this District pursuant to CCP §396(a) because the alleged harm
3 took place in this district.

4 **OVERVIEW**

5 18) Plaintiff has a checking account with Union Bank.

6 19) Union Bank issues debit cards to its checking account customers, including Plaintiff,
7 which allows its customers to have electronic access to their checking accounts for purchases,
8 payments, withdrawals and other electronic debit transactions.

9 20) Pursuant to its standard account agreement, Union Bank charges fees (currently in the
10 amount of \$33) for debit card transactions that purportedly result in an overdraft.

11 **A. Mechanics of a Debit Card Transaction**

12 21) A debit card transaction occurs in two parts. First, authorization for the purchase
13 amount is instantaneously obtained by the merchant from Union Bank. When a merchant physically
14 or virtually “swipes” a customer’s debit card, the credit card terminal connects, via an intermediary,
15 to Union Bank, which verifies that the customer’s account is valid and that sufficient available funds
16 are sufficient to “cover” the transaction amount.

17 22) At this step, if the transaction is approved, Union Bank immediately decrements the
18 funds in a consumer’s account and sequesters funds in the amount of the transaction, but does not yet
19 transfer the funds to the merchant.

20 23) Indeed, the entire purpose of the immediate debit and hold of positive funds is to
21 ensure there are enough funds in the account to pay the transaction when it settles, as discussed in
22 the Federal Register notice announcing revisions to certain provisions of the Truth in Lending Act
23 regulations:

24 When a consumer uses a debit card to make a purchase, a hold may be placed on
25 funds in the consumer's account to ensure that the consumer has sufficient funds in
26 the account when the transaction is presented for settlement. This is commonly
27 referred to as a “debit hold.” During the time the debit hold remains in place, which
28 may be up to three days after authorization, those funds may be unavailable for the
consumer’s use for other transactions.

3870712028

1 Federal Reserve Board, Office of Thrift Supervision, and National Credit Union Administration,
2 Unfair or Deceptive Acts or Practices, 74 FR 5498-01 (Jan. 29, 2009).

3 24) Sometime thereafter, the funds are actually transferred from the customer's account to
4 the merchant's account. This is referred to in the banking industry as "posting" or "settling"—
5 something which may occur several days after the transaction was initially initiated.

6 25) There is no change—no impact whatsoever—to the available funds in an account
7 when posting or payment of a transaction that settles in the same amount for which it authorized
8 occurs. That is because available funds amounts do not change for debit card transactions that settle
9 in the same amount for which they were authorized.

10 **B. Union Bank Account Documents**

11 26) Plaintiff's checking account with Union Bank was, at all relevant times, governed by
12 Union Bank's standardized contract for deposit accounts, the material terms of which are drafted by
13 Union Bank, amended by Union Bank from time to time at its convenience and complete discretion,
14 and imposed by Union Bank on all of its customers.

15 27) In plain, clear, and simple language, the checking account contract documents
16 discussing OD Fees promise that the Union Bank will only charge OD Fees will only charge OD
17 Fees on transactions with insufficient available funds to "cover" a given transaction "at the time"
18 they are initiated or "authorized":

19 It is your responsibility to make sure that your account contains sufficient Available
20 Funds at the time you make a withdrawal transaction of any kind.

21 We offer overdraft protection services that may protect your account against
22 overdrafts in the event you do not have sufficient Available Funds to cover an Item
authorized or presented for payment.

23 With Debit Card Overdraft Coverage, we may, at our discretion, authorize an ATM
24 withdrawal or purchase or a one-time Debit Card transaction, up to your daily card
25 limit, if you do not have sufficient Available Funds in your account to cover the
transaction.

26 Exhibit "A", Union Bank's "All About Personal Accounts & Services Disclosure and Agreement"
27 (the "Disclosures").

3010712020

1 28) Union Bank’s Disclosures are a publicly available document available online and in
2 Union Bank branches to all current and prospective accountholders. Consumers, and the general
3 public, rely on the Disclosures in making important financial decisions regarding to whom they
4 would like to entrust their money.

5 29) The Disclosures mislead current and prospective accountholders regarding Union
6 Bank’s true debit card processing and OD Fee practices in that—contrary to the language of the
7 Disclosures—Union Bank does charge OD Fees on transactions that had sufficient available funds
8 “to cover” a transaction at the time it was authorized, where later transactions (which might incur
9 legitimate fees) cause the earlier-authorized transactions to settle into a negative balance.

10 30) This gap between Union Bank’s practices as described in the Disclosures versus
11 Union Bank’s practices in reality is designed to, and does, deceive current and prospective account
12 holders.

13 31) Union Bank’s misrepresentations and omissions are ongoing, and negatively affect
14 not only current account holders’ ability to manage their funds, but also deceive members of the
15 general public who have no choice but to rely on Union Bank’s publicly available statements in
16 making important decisions regarding who to bank with, what kinds of accounts to open, and what
17 transactions to make. Current and prospective bank customers have a right to know what they can
18 expect from the institutions they entrust with their money, especially if what they can expect are
19 excessive overdraft fees on transactions that do not actually overdraw their accounts.

20 **C. Plaintiff’s Experience**

21 32) Union Bank charged Plaintiff overdraft fees on three transactions that settled on April
22 19, 2016 in the amounts of \$9.98, \$9.99, and \$12.99. The Bank charged overdraft fees on those
23 transactions even though all those transactions all had sufficient available funds “to cover” them.

24 33) As another example, Union Bank charged Plaintiff overdraft fees on five of the
25 thirteen transactions that settled on November 21, 2016. The Bank charged overdraft fees on those
26 transactions even though all but one of those transactions had sufficient available funds “to cover”
27 them.

3010710029

1 41) The members of the Class are so numerous that joinder is impractical. The Class
2 consists of thousands of members, the precise number which is within the knowledge of and can be
3 ascertained only by resort to Union Bank's records.

4 42) There are numerous questions of law and fact common to the Class which
5 predominate over any questions affecting only individual members of the Class. Among the
6 questions of law and fact common to the Class are whether Union Bank:

7 a) Imposed OD Fees on debit card transactions when those transactions did not overdraw
8 accounts; and

9 b) The proper method or methods by which to measure damages.

10 Other questions of law and fact common to the Class include:

11 c) Whether Union Bank misrepresented and omitted material information regarding its fee
12 practices in publicly available account documents; and

13 d) The declaratory and injunctive relief to which the Class are entitled.

14 43) Plaintiff's claims are typical of the claims of the members of the Class and, like all
15 members of the Class, the overdraft fees charged to Plaintiff arise out of the same wrongful business
16 practice by Union Bank, as described herein.

17 44) Plaintiff is a representative who will fully and adequately assert and protect the
18 interests of the Class, and has retained counsel who is experienced in prosecuting class actions.
19 Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the
20 interests of the Class.

21 45) A class action is superior to all other available methods for the fair and efficient
22 adjudication of this lawsuit, because individual litigation of the claims of all members of the Class is
23 economically unfeasible and procedurally impracticable. While the aggregate damages sustained by
24 the Class are in the millions of dollars, the individual damages incurred by each member of the Class
25 resulting from Union Bank's wrongful conduct are too small to warrant the expense of individual
26 lawsuits. The likelihood of individual Class members prosecuting their own separate claims is

1 remote, and, even if every member of the Class could afford individual litigation, the court system
2 would be unduly burdened by individual litigation of such cases.

3 46) Union Bank's conduct is generally applicable to the Class as a whole and Plaintiff
4 seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, the systematic
5 policies and practices of Union Bank make declaratory and injunctive relief with respect to the Class
6 as a whole appropriate.

7 47) All conditions precedent to bringing this action have been satisfied and/or waived.

8 **DESCRIPTION OF PUBLIC INJUNCTION SOUGHT**

9 48) Plaintiff is seeking injunctive relief on behalf of herself, the putative class, and the
10 public, prohibiting Union Bank from making material omissions and misrepresentations to the public
11 as to the nature and amount of the OD Fees that it assesses on its customers. Along with Plaintiff's
12 prayers for monetary relief, the injunctive relief sought is essential to eradicating Union Bank's
13 deceptive scheme. In the absence of an injunction, Union Bank will remain free to continue to
14 mislead members of the public regarding its fee practices, causing them to incur the same
15 unexpected fees Plaintiff experienced.

16 49) Fees are one of the most important factors that consumers take into account when
17 deciding whether to open a checking account, and which financial institution to bank with. The
18 public has the right to a transparent marketplace in which banks are open and honest about the
19 number, nature, and amount of fees they charge, and the circumstances under which those fees are
20 assessed.

21 50) The injunctive relief sought by Plaintiff will protect the public from Union Bank's
22 deceitful marketing practices which lure customers in by misunderstanding the amount and
23 frequency it assesses OD Fees. It will prevent Union Bank from distorting the marketplace by
24 representing that it charges fewer fees than it actually does.

25 51) Specifically, Union Bank misleads consumers as to the number and types of Fees it
26 assesses, and the conditions that may trigger these fees. Plaintiff seeks to enjoin Union Bank from
27

30717076

28

1 misrepresenting and/or omitting this material and accurate information in the documents that it
2 makes available to the public.

3 **FIRST CAUSE OF ACTION**
4 **(Violation of California Unfair Competition Law, Business and Professions Code § 17200)**
5 **(On behalf of the Class)**

6 52) Plaintiff incorporates the preceding allegations by reference as if fully set forth
7 herein.

8 53) Union Bank's conduct described herein violates the Unfair Competition Law (the
9 "UCL"), codified at California Business and Professions Code section 17200, *et seq.*

10 54) The UCL prohibits, and provides civil remedies for, unfair competition. Its purpose
11 is to protect both consumers and competitors by promoting fair competition in commercial markets
12 for goods and services. In service of that purpose, the Legislature framed the UCL's substantive
13 provisions in broad, sweeping language.

14 55) By defining unfair competition to include any "any unlawful, unfair or fraudulent
15 business act or practice," the UCL permits violations of other laws to be treated as unfair
16 competition that is independently actionable and sweeps within its scope acts and practices not
17 specifically proscribed by any other law.

18 56) The UCL expressly provides for injunctive relief and also contains provisions
19 denoting its public purpose. A claim for injunctive relief under the UCL is brought by a plaintiff
20 acting in the capacity of a private attorney general. Although the private litigant controls the
21 litigation of an unfair competition claim, the private litigant is not entitled to recover compensatory
22 damages for his own benefit, but only disgorgement of profits made by the defendant through unfair
23 or deceptive practices in violation of the statutory scheme or restitution to victims of the unfair
24 competition.

25 57) Union Bank committed deceptive, unfair and fraudulent business acts and practices in
26 violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, when it affirmatively and knowingly
27 misrepresented its OD Fee policies by charging OD fees when sufficient funds were available in
28 consumers' accounts. Such misrepresentations and omissions misled Plaintiff and are likely to

1 mislead the public. Plaintiff seeks to enjoin Union Bank from misrepresenting and/or omitting this
2 material and accurate information in the documents that it makes available to the public.

3 58) Plaintiff and members of the Class relied on Union Bank's misrepresentations and
4 omissions in that they received and reviewed the materials provided by Union Bank, and like any
5 reasonable customer understood these documents to mean they would not be charged OD Fees when
6 sufficient funds were available in their accounts. Had Plaintiff been informed in any of the
7 documents provided by Union Bank that she would be subject to these practices, she would have
8 been able to weigh the convenience and benefits in engaging in transactions against the cost of OD
9 Fees charged by Union Bank.

10 59) Union Bank's conduct was not motivated by any business or economic need or
11 rationale. The harm and adverse impact of Union Bank's conduct on members of the general public
12 was neither outweighed nor justified by any legitimate reasons, justifications, or motives.

13 60) Union Bank's unfair business practices are immoral, unethical, oppressive,
14 unscrupulous, unconscionable and/or substantially injurious to Plaintiff and members of the Classes.

15 61) As a result of Union Bank's violations of the UCL, Plaintiff and members of the
16 Class have paid, and/or will continue to pay, unreasonably excessive amounts of money for banking
17 services and thereby have suffered and will continue to suffer actual damages. In addition, Union
18 Bank's conduct continues to deceive the general public. Union Bank's misrepresentations and
19 omissions in its publicly available account documents are likely to deceive current and prospective
20 accountholders making corresponding public injunctive relief necessary.

21 62) There exists an actual controversy between the parties as to whether, under the
22 contract, Union Bank was permitted to charge overdraft fees for non-overdraft transactions, that is,
23 when there was enough money in the account to complete the transaction in question.

24 63) This actual controversy concerns the parties' legal rights and duties under the
25 governing contract, and presents a justiciable question: whether, by charging overdraft fees when
26 there existed sufficient funds to cover the transaction, Union Bank violated the contract.
27

28

1 Union Bank did not cure its CLRA violation in response to the letter. Accordingly, seeks to recover
2 damages on behalf of herself and the Class based on Defendant's violation of the CLRA.

3 72) In addition, Defendant's conduct of continuing to charge overdraft fees on
4 transactions that do not actually overdraw accounts continues to deceive the general public.
5 Defendant's misrepresentations and omissions in its publicly available account documents are likely
6 to deceive current and prospective accountholders making corresponding public injunctive relief
7 necessary.

8 **THIRD CAUSE OF ACTION**
9 **(Breach of Contract)**
10 **(On behalf of the Class)**

11 73) Plaintiff incorporates the preceding allegations by reference as if fully set forth
12 herein.

13 74) Plaintiff and Union Bank have contracted for bank account deposit, checking, ATM,
14 and debit card services.

15 75) Union Bank breached promises included in the account documents as described
16 herein when it charged overdraft fees on transactions that did not overdraw checking accounts.

17 76) Plaintiff and members of the Class have performed all, or substantially all, of the
18 obligations imposed on them under the contract.

19 77) Plaintiff and members of the Class have sustained damages as a result of Union
20 Bank's breach of the contract.

21 78) Plaintiff and members of the putative Class have sustained monetary damages as a
22 result of Union Bank's breach.

23 **FOURTH CAUSE OF ACTION**
24 **(Fraud Pursuant to California Code of Civil Procedure Section 1281.2)**
25 **(On behalf of the Class)**

26 79) Plaintiff incorporates the preceding allegations by reference as if fully set forth
27 herein.

28 80) In the governing contract, Union Bank made a knowing false statement that overdraft
fees would only be assessed when there were not sufficient available funds to cover the transaction.

1 Union Bank made this false statement with scienter and the intent to induce reliance on the part of
2 their customers.

3 81) Plaintiff and the Class relied on this promise when entering into an agreement with
4 Union Bank for a checking account, and thereby suffered losses in the form of overdraft fees when
5 their accounts contained sufficient available funds to cover the transaction in question.

6 82) Under Section 1281.2 of the California Code of Civil Procedure, that contractual
7 relationship was based on a fraudulent promise, and was therefore created fraudulently. Plaintiff and
8 the Class did not consent to be assessed overdraft fees when their accounts contained sufficient
9 available funds to cover the transactions, which were assessed against Plaintiff and the Class using
10 their personal identifying information, as defined in Section 1798.92 of the Civil Code.

11 WHEREFORE, Plaintiff demands judgment against defendant Union Bank for herself and
12 the Class members as follows:

- 13 (a) An order on behalf of the general public enjoining Union Bank from continuing to
14 misrepresent its OD Fee policies in its publicly available account documents, such as
15 its Disclosures;
- 16 (b) Declaring that Union Bank is not permitted to charge overdraft fees when there exist
17 sufficient available funds to cover the transaction and ordering Union Bank to
18 immediately cease the wrongful conduct set forth above and enjoining Union Bank
19 from continuing to charge overdraft fees on transactions that do not actually overdraw
20 accounts and otherwise enjoining Union Bank from conducting business via the
21 unlawful and unfair business acts and practices complained of herein;
- 22 (c) Declaring that Union Bank violated the CLRA and UCL by charging overdraft fees
23 on transactions that do not actually overdraw accounts;
- 24 (d) Certifying this matter as a class action pursuant to Section 382 of the California Code
25 of Civil Procedure;
- 26 (e) Designating Plaintiff as appropriate Class representatives and her counsel as Class
27 Counsel;

28

- 1 (f) Directing Union Bank to identify, with Court supervision, victims of Union Bank's
2 misconduct and pay them all money they are required to pay;
- 3 (g) Awarding Plaintiff and the Class damages and/or restitution, prejudgment interest
4 from the date of loss;
- 5 (h) Awarding attorneys' fees and costs pursuant to CLRA (Cal. Civ. Code §1780(e)) and
6 Cal. Civ. Proc. Code § 1021.5 and other law under which such fees are proper; and
- 7 (i) Granting such other relief as the Court deems just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this
10 complaint that are so triable as a matter of right.

11 Dated: July 28, 2020

Respectfully submitted,

12 /s/ Andrea R. Gold

13 Andrea Gold (*pro hac vice*)
14 Hassan A. Zavareei, SBN 181547
agold@tzlegal.com
hzavareei@tzlegal.com
15 TYCKO & ZAVAREEI LLP
16 1828 L Street, N.W., Suite 1000
Washington, D.C. 20036
17 Telephone: (202) 973-0900
Facsimile: (202) 973-0950

18 Annick Persinger, SBN 272996
19 apersinger@tzlegal.com
20 **TYCKO & ZAVAREEI LLP**
1970 Broadway, Suite 1070
Oakland, CA 94612
21 Telephone (510) 254-6808
Facsimile (202) 973-0950

22 Jonathan M. Streisfeld (*pro hac vice*)
23 streisfeld@kolawyers.com
24 KOPELOWITZ OSTROW
25 FERGUSON WEISELBERG GILBERT
One West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
26 Telephone: (954) 525-4100
27 Facsimile: (954) 525-4300

Attorneys for Plaintiff Maureen Harrold and the Putative Class

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