

LONG FORM NOTICE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

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

A settlement has been reached in a class action lawsuit pending in the United States District Court for the District of New Jersey titled *Campagna v. TD Bank, N.A.*, Case No. 1:20-cv-18533-KMW-SAK (D.N.J.) (the “Action”). In the Action, five people who have held TD Cash Secured Credit Cards allege that TD Bank, N.A. (“TD Bank”) improperly failed to graduate TD Cash Secured Credit Card holders to an unsecured TD Bank credit card. The lawsuit contends that TD Bank acted improperly by not automatically graduating TD Cash Secured Credit Card holders who used their cards for seven consecutive billing cycles without a default. The lawsuit contends, among other things, that TD Bank promised in its credit card agreement to graduate cardholders in these circumstances. TD Bank disputes that contention and denies that it engaged in any wrongdoing. The Court has not decided which side is right. The Court has tentatively approved the proposed Settlement Agreement (available at www.TDBankSecuredCardClassAction.com) to which the parties have agreed (the “Settlement”).

Current and former holders of TD Cash Secured Credit Cards who opened their TD Cash Secured Credit Card on or after May 20, 2015, but before January 18, 2022 (“Class Period”), and who, through August 29, 2022, maintained their account for seven consecutive billing cycles without committing an act of default but were not graduated to an unsecured TD Bank credit card in the cycle following that seven-month period, may be eligible to receive a check.

Read this Notice carefully. This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A CHECK	If you are entitled under the Settlement to a check, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, a check will be mailed to the address you maintain(ed) with TD Bank, and you will give up your right to bring your own lawsuit against TD Bank about claims related to graduation from a TD Cash Secured Credit Card to an unsecured TD Bank credit card during the Class Period. Please go to www.TDBankSecuredCardClassAction.com to confirm your mailing address for delivery of your check.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Receive no benefits from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against TD Bank about claims related to graduation from a TD Cash Secured Credit Card to an unsecured TD Bank credit card during the Class Period.
OBJECT	Write to the Court if you wish to object to the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. You may speak at a hearing about the fairness of the Settlement if you submit an objection that complies with the requirements in Question 16 (below) and a letter saying that you intend to appear and wish to be heard that complies with the requirements in Question 20 (below).

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class who do not exclude themselves from the Settlement.

**QUESTIONS? CALL 1-844-808-4836, OR
VISIT WWW.TDBANKSECUREDCLASSACTION.COM.**

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BASIC INFORMATION

1. Why is there a notice?

A court ordered that this Notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Karen M. Williams, of the United States District Court for the District of New Jersey, is overseeing this case, *Campagna v. TD Bank, N.A.*, Case No. 1:20-cv-18533-KMW-SAK (D.N.J.). The persons who sued—Natalie Campagna, Gloria DeVault, Amanda Farmer, Philip Pagliaro, and Yaakov Roziner—are the Plaintiffs. TD Bank, N.A. (“TD Bank”) is the Defendant.

2. What is this litigation about?

The lawsuit claims that TD Bank breached its contracts with TD Cash Secured Credit Card holders and violated state consumer protection statutes when TD Bank did not automatically graduate TD Cash Secured Credit Card holders to an unsecured TD Bank credit card when those cardholders used their accounts for seven consecutive billing cycles without committing an act of default.

You can review the complaint in this lawsuit on the website www.TDBankSecuredCardClassAction.com. TD Bank denies that it engaged in any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Plaintiffs) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims are members of a Class.

4. Why is there a Settlement?

The Court has not decided in favor of either Plaintiffs or TD Bank (together, the “Parties”). Instead, the two sides have agreed to a Settlement. In doing so, the Parties avoid the costs and uncertainty of litigation and a trial, and Settlement Class Members (except those who exclude themselves) receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that TD Bank did anything wrong. TD Bank denies all claims in this case. The Class Representatives and their lawyers believe the proposed Settlement is in the best interests of Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then the Parties believe you are in the Settlement Class. But even if you did not receive a postcard or email with notice of the Settlement, you may still be a member of the Settlement Class, as described below.

If you did not receive a postcard or email addressed to you but you believe you are in the Settlement Class, as defined below, you may contact the Settlement Administrator.

5. Who is included in the Settlement?

You are a member of the Settlement Class if you reside in the United States, opened a TD Cash Secured Credit Card on or after May 20, 2015, but before January 18, 2022 (“Class Period”), and, through August 29, 2022, maintained your account for seven consecutive billing cycles without committing an act of default, and were not graduated to an unsecured TD Bank credit card in the cycle following that seven-month period.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement Website at www.TDBankSecuredCardClassAction.com. You may also contact the Settlement Administrator by emailing Info@TDBankSecuredCardClassAction.com, calling the toll-free number **1-844-808-4836**, or writing to **Campagna v TD Bank, N.A., Settlement Administrator, P.O. Box 6877, Portland, OR 97228-6877**.

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THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Court approves the Settlement and it becomes final, TD Bank will provide two million two hundred fifty thousand dollars (\$2,250,000.00) to settle the Action (the “Settlement Payment Amount”). After paying attorneys’ fees to Class Counsel of up to \$750,000.00 and Court-approved Service Awards of up to \$7,500.00 to one of the Plaintiffs and up to \$5,000.00 to each of the other four Plaintiffs for their participation in the lawsuit, the remaining cash relief (the “Net Settlement Fund”) will be distributed among the Settlement Class. Settlement Class Members’ cash awards will be distributed by check.

8. How much will my payment be?

Each Settlement Class Member will receive a base cash award and, if there are sufficient funds in the Net Settlement Fund (*see* Question 7), an additional payment based on how long they held or have held their secured card after the seven consecutive billing cycles without a default. Specifically, to the extent that the Net Settlement Fund is sufficient, each Settlement Class Member will be entitled to a base award of \$10.00. If there are additional funds in the Net Settlement Fund, each Settlement Class Member will receive an additional payment based on how long they were or have been in the secured card since the seven months without default.

9. When will I receive my payment?

Settlement Class Members do not need to do anything to receive the cash awards under the Settlement. If the Court approves the Settlement and it becomes final, and you do not exclude yourself from the Settlement (*see* Questions 11 to 13), then a check will automatically be sent by mail to the address you maintain(ed) with TD Bank. Please go to www.TDBankSecuredCardClassAction.com to confirm your mailing address for delivery of your check.

Payments will be sent only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

10. What am I giving up if I participate in the Settlement (and do not exclude myself from the Settlement)?

If the Settlement receives Final Approval from the Court, every Settlement Class Member who has not excluded himself or herself from the Settlement Class, each on behalf of himself, herself, or itself, and on behalf of his, her, or its respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under them (collectively, “Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged TD Bank and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents (alleged, apparent, or actual), insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them (collectively, “Releasees”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to any of the claims that were asserted in the Action, and any of the conduct, allegations, acts, transactions, facts, events, representations, statements, omissions, duties, or matters up to and including the date of Preliminary Approval that were or could have been alleged in this Action by Plaintiffs or by any other Settlement Class Members, whether assertable in the form of a cause of action or as a private motion, petition for relief or claim for contempt, or otherwise, and in any court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, and whether based on any federal, state (including, without limitation, breach of contract, breach of the implied covenant of good faith and fair dealing, the Delaware Consumer Fraud Act, 6 Del. C. §§ 2511, et seq., New York General Business Law § 349 et seq., New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq., and Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a, et seq.), local, statutory or common law or any other law, rule, regulation, ordinance, code, contract, common law, or any other source, including the law of any jurisdiction outside the United States (including both direct and derivative claims), including any and all claims for damages, injunctive relief, interest, attorney fees, and litigation expenses (“Released Claims”). Each Settlement Class Member who does not exclude himself or herself from the Settlement Class will also be bound by all of the decisions by the Court.

Section XV of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.TDBankSecuredCardClassAction.com.

**QUESTIONS? CALL 1-844-808-4836, OR
VISIT WWW.TDBankSecuredCardClassAction.COM.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep the right to sue TD Bank on your own about the claims in this case or any other Released Claims, then you must take steps to opt out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

11. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a statement with the following information:

- the name of this Action (*Campagna v. TD Bank, N.A.*, Case No. 1:20-cv-18533-KMW-SAK (D.N.J.));
- your full name, address, email address, telephone number, and last four digits of your TD Cash Secured Credit Card account number;
- the identity of the counsel representing you in this Action, if any;
- a statement that you want to be excluded from the Settlement in this Action, and that you understand you will receive no money from the Settlement; and
- your signature and date of execution.

You must mail your exclusion request, postmarked no later than **January 27, 2023**, to **Campagna v. TD Bank Settlement Administrator, P.O. Box 6877, Portland, OR 97228-6877**.

12. If I do not exclude myself, can I sue TD Bank for the same thing later?

No. If you do not exclude yourself, you will give up the right to sue TD Bank for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

13. If I exclude myself, can I still get a payment?

No. You will not receive a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

14. Do I have a lawyer in the case?

The Court has appointed lawyers to represent you and others in the Settlement Class as “Class Counsel”:

E. Adam Webb
G. Franklin Lemond, Jr.
WEBB, KLASE & LEMON, LLC
1900 The Exchange, SE, Suite 480
Atlanta, GA 30339

Kenneth J. Grunfeld
GOLOMB SPIRIT GRUNFELD, PC
1835 Market Street, Suite 2900
Philadelphia, PA 19103

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel intend to request up to \$750,000.00 for their attorneys' fees and reasonable costs and expenses in connection with this case. The attorneys' fees and expenses awarded by the Court will be paid out of the Settlement Payment Amount. Class Counsel will file their motion seeking attorneys' fees and expenses by **December 28, 2022**. That motion will be available at www.TDBankSecuredCardClassAction.com. The Court will review Class Counsel's request and determine the amount of fees and expenses to award.

Class Counsel will also request that Service Awards of up to \$7,500.00 to one of the Class Representatives and up to \$5,000.00 to each of the other four Class Representatives, to be paid out of the Settlement Payment Amount for their service as representatives of the entire Settlement Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

**QUESTIONS? CALL 1-844-808-4836, OR
VISIT WWW.TDBANKSECUREDCARDCLASSACTION.COM.**

16. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's request for attorneys' fees and expenses, and/or Class Counsel's requests for Service Awards for the Class Representatives. To object, you must submit a letter to each of the following addresses:

<u>The Court</u>	<u>Counsel for TD Bank</u>	<u>Class Counsel</u>
Clerk of the Court U.S. DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets, Courtroom 4(a) Camden, NJ 08101	Noah A. Levine WILMER CUTLER PICKERING HALE AND DORR LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007	E. Adam Webb G. Franklin Lemond, Jr. WEBB, KLASE & LEMON, LLC 1900 The Exchange, SE Suite 480 Atlanta, GA 30339

Your objection must be postmarked on or before **January 27, 2023**, and must include:

- the name of this Action (*Campagna v. TD Bank, N.A.*, Case No. 1:20-cv-18533-KMW-SAK (D.N.J.));
- your full name, address, email address, and telephone number;
- all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- a list of all documents that you ask the Court to consider;
- a statement of whether your objection applies only to you, to a specific part of the Class, or to the entire Class;
- the identity of all counsel who represent you in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- the number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection and a copy of any orders related to or ruling on your prior objections in each case;
- if applicable, the number of times your counsel or your counsel's law firm have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection and a copy of any orders related to or ruling on your prior objections in each case;
- whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant final approval of the Settlement and Class Counsel's request for attorneys' fees and Service Awards to the Class Representatives (the "Final Approval Hearing");
- the identity of all counsel representing you who will appear at the Final Approval Hearing;
- a list of all persons who you or your counsel will call to testify at the Final Approval Hearing in support of the objection; and
- your signature (an attorney's signature is not sufficient).

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement *only if you do not exclude yourself*. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, then you cannot object to the Settlement because it no longer affects you.

**QUESTIONS? CALL 1-844-808-4836, OR
VISIT WWW.TDBankSecuredCardClassAction.COM.**

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses and for Service Awards for the Class Representatives. You may attend and you may ask to speak, but you don't have to do so.

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

The Court has scheduled a Final Approval Hearing on **February 23, 2023, at 11 a.m. EST** at the United States District Court for the District of New Jersey, located at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Courtroom 4A, Camden, New Jersey 08101. The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check www.TDBankSecuredCardClassAction.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees and expenses and for Service Awards for the Class Representatives. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees and expenses, and the request for Service Awards. We do not know how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time, to the proper addresses, and it complies with the requirements set forth in Question 16 above and in Section IX of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 16 above and send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- your full name, address, and telephone number;
- a statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for Settlement in *Campagna v. TD Bank, N.A.*, Case No. 1:20-cv-18533-KMW-SAK (D.N.J.);
- the reasons you wish to be heard;
- copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- your signature (an attorney's signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than **January 27, 2023**, to the addresses in Question 16 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive the benefits to which you are entitled under this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at www.TDBankSecuredCardClassAction.com. You may also contact the Settlement Administrator by emailing Info@TDBankSecuredCardClassAction.com, calling the toll-free number **1-844-808-4836**, or writing to **Campagna v TD Bank, N.A., Settlement Administrator, P.O. Box 6877, Portland, OR 97228-6877**.

Please do not contact TD Bank or the Court for information.

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