

**If You Incurred One or More Overdraft Fees in Connection with Your TD Bank Personal or Business Account, Your Carolina First Bank Account, and/or Your Mercantile Bank Account, You May Be Entitled to Benefits from a Proposed Class Action Settlement.**

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

*Puede obtener una copia de la notificación en Español en el sitio  
[www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).*

A \$70 million settlement has been reached in a lawsuit against TD Bank, N.A. (“TD Bank”) called *IN RE: TD BANK, N.A. DEBIT CARD OVERDRAFT FEE LITIGATION*, Case No. 6:15-mn-02613-BHH (D.S.C.), claiming that TD Bank, Carolina First Bank, and Mercantile Bank, a brand name of Carolina First Bank used in Florida, assessed Overdraft Fees in a manner inconsistent with customer account agreements and applicable laws (the “Action”). TD Bank acquired The South Financial Group, the holding company for Carolina First and Mercantile (together, “Carolina First”), in 2010.

The Action challenges several bank practices:

- TD Bank’s practice of assessing Overdraft Fees on Personal and Business Accounts based on the Account’s Available Balance rather than its Ledger Balance;
- TD Bank’s assessment of Overdraft Fees for ATM or One-Time Debit Card Transactions on Personal Accounts;
- TD Bank’s assessment of Sustained Overdraft Fees on Personal and Business Accounts;
- TD Bank’s assessment of Overdraft Fees for Uber or Lyft ride-sharing transactions on Personal Accounts while an account holder was not enrolled in TD Debit Card Advance; and
- Carolina First’s practices of (1) High-to-Low Posting and (2) assessing Overdraft Fees based on the Account’s Available Balance rather than its Ledger Balance.

TD Bank denies liability for each of the claims, and maintains that the challenged overdraft practices complied with customer agreements and applicable laws. The Court has not decided which side is right.

Current and former holders of TD Bank Personal and/or Business Accounts and former holders of Carolina First Accounts who incurred Overdraft Fees may be eligible for a payment by check or account credit (“Settlement Payment Amount”). In addition, members of the Settlement Classes whose Accounts were closed with amounts owed to TD Bank may be eligible for reductions in their outstanding balances (“Overdraft Forgiveness Amount”).

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.

**Questions? Call 1-877-588-5722 or visit [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>Make a Claim to Receive a Payment or Account Credit If You Are a Member of the TD Available Balance Consumer Class, Regulation E Class, Usury Class, and/or TD Available Balance Business Class</b></p>	<p>If you are a member of the TD Available Balance Consumer Class, Regulation E Class, Usury Class, and/or TD Available Balance Business Class, you must submit a completed Claim Form by <b>February 7, 2020</b>, to receive your portion of the Settlement Payment Amount.</p> <p>If you make a claim, the Court approves the Settlement, and it becomes final and effective, you will be sent a payment or provided an account credit. You will give up your right to bring your own lawsuit against TD Bank about the claims in this case.</p>
<p><b>Do Nothing If You Are a Member of Only the South Financial Class and/or Uber/Lyft Class, or Eligible to Receive Overdraft Forgiveness Amount</b></p>	<p>If you are a member of <b>only</b> the South Financial Class and/or Uber/Lyft Class, you do not need to submit a Claim Form to receive your portion of the Settlement Payment Amount. If you do not exclude yourself from the Settlement, payments for these two Settlement Classes will be distributed automatically by check or account credit, and you will give up your right to bring your own lawsuit against TD Bank about the claims in this case.</p> <p>If you are a member of the TD Available Consumer Class, Usury Class, or TD Available Balance Business Class whose Account was closed with amounts owed to TD Bank, you may be eligible to receive distributions from the Overdraft Forgiveness Amount. You do not need to submit a Claim Form to receive a distribution from the Overdraft Forgiveness Amount. If you are eligible and do not exclude yourself from the Settlement, you will receive this benefit automatically.</p>
<p><b>Exclude Yourself from the Settlement</b></p>	<p>Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against TD Bank about the claims in this case.</p>
<p><b>Object</b></p>	<p>Write to the Court and the lawyers for both sides if you do not like the Settlement.</p>
<p><b>Go to a Hearing</b></p>	<p>Ask to speak in court about the fairness of the Settlement.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments, account credits, and Overdraft Forgiveness Amounts will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**Questions? Call 1-877-588-5722 or visit [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).**

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## BASIC INFORMATION

### 1. Why is there a notice?

A court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit, and about all your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Bruce H. Hendricks, of the U.S. District Court for the District of South Carolina, is overseeing this case. The case is known as *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*, Case No. 6:15-mn-02613-BHH. The people who sued are called the “Plaintiffs.” The Defendant is TD Bank.

### 2. What is this lawsuit about?

The lawsuit claims that TD Bank and Carolina First (including Mercantile Bank) assessed Overdraft Fees in a manner inconsistent with customer account agreements and state laws. It also claims that TD Bank’s overdraft practices violated a federal regulation known as Regulation E and the National Bank Act’s usury limitations. The complaint in this Action is posted on the Settlement Website, [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com). TD Bank denies liability and maintains that the challenged overdraft practices complied with customer agreements and applicable laws. The Court has not decided which side is right.

### 3. Why is this a class action?

In a class action, one or more people, called “class representatives” (in this case, 25 TD Bank and/or Carolina First Customers who were assessed Overdraft Fees), sue on behalf of themselves and other people who have similar claims. All the people who have claims similar to the class representatives are members of one or more of the Settlement Classes, except for those who exclude themselves from the Settlement.

### 4. Why is there a settlement?

The Court has not decided in favor of either the Plaintiffs or TD Bank. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and members of the Settlement Classes receive the benefits described in this notice. The class representatives and their attorneys think the Settlement is best for everyone who is affected.

## WHO IS IN THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then you are a member of one or more of the Settlement Classes. But even if you did not receive a postcard or email with notice of the Settlement, you may still be in the Settlement Classes, as described below. If you did not receive a postcard or email addressed to you, but you believe you are a member of one or more of the Settlement Classes, as defined below, you may contact the Settlement Administrator.

### 5. Who is included in the Settlement?

The settlement classes (“Settlement Classes”) include the following:

All holders of a TD Bank Personal Account, who, from August 16, 2010, to and including April 22, 2016, incurred one or more Overdraft Fees as a result of TD Bank’s practice of assessing Overdraft Fees based on the Account’s Available Balance rather than its Ledger Balance (“TD Available Balance Consumer Class”);

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and

All holders of a Carolina First Bank/Mercantile Bank Account, who, from December 1, 2007, to and including June 20, 2011, incurred one or more Overdraft Fees as a result of Carolina First Bank's and/or Mercantile Bank's practices of (1) High-to-Low Posting or (2) assessing Overdraft Fees based on the Account's Available Balance rather than its Ledger Balance ("South Financial Class");

and

All holders of a TD Bank Personal Account who were assessed one or more Overdraft Fees for an ATM or One-Time Debit Card Transaction from August 16, 2010, to and including June 26, 2019 ("Regulation E Class");

and

All holders of a TD Bank Personal or Business Account who, from March 8, 2013, to and including June 26, 2019, incurred one or more Sustained Overdraft Fees ("Usury Class");

and

All holders of a TD Bank Personal Account who, from December 5, 2011, to and including June 26, 2019, incurred one or more Overdraft Fees on Uber or Lyft ride-sharing transactions while not enrolled in TD Debit Card Advance ("Uber/Lyft Class");

and

All holders of a TD Bank Business Account who, from August 16, 2010, to and including June 26, 2019, incurred one or more Overdraft Fees as a result of TD Bank's practice of assessing Overdraft Fees based on the Account's Available Balance rather than its Ledger Balance ("TD Available Balance Business Class").

You can be a member of more than one of the Settlement Classes. If none of these scenarios happened to you, you are not a member of any of the Settlement Classes. A notice was sent to all identified Settlement Class Members by email or postcard. If you received an email or postcard notice, it indicated which of the Settlement Classes TD Bank's records indicated you are a member of.

You may also contact the Settlement Administrator if you have any questions as to whether you are a member of one or more of the Settlement Classes. The Settlement Agreement also sets forth some exclusions from the Settlement Class definitions. The Settlement Website contains a link to the Settlement Agreement.

## **THE SETTLEMENT'S BENEFITS**

### **6. What does the Settlement provide?**

The Settlement specifies that TD Bank will provide seventy million dollars (\$70,000,000.00) to settle the Action (the "Settlement Amount"). The \$70,000,000.00 Settlement Amount consists of (1) forty-three million dollars (\$43,000,000.00) in monetary compensation ("Settlement Payment Amount") and (2) twenty-seven million dollars (\$27,000,000.00) of reductions of amounts owed to TD Bank by Settlement Class Members whose Accounts were closed with negative balances ("Overdraft Forgiveness Amount"). After paying certain other costs and Court-approved amounts, the Settlement Payment Amount will be distributed among members of the Settlement Classes who were assessed one or more Overdraft Fees or Sustained Overdraft Fees in connection with their TD Bank and/or Carolina First Accounts for the Class Periods identified in Question 5, above.

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Each Settlement Class Member's portion of the Settlement Payment Amount will depend upon the calculations determined by the allocation formulas set forth in the Settlement Agreement. For those eligible, payment amounts will vary depending on the Class or Classes to which a Settlement Class Member belongs and the number of Overdraft Fees or Sustained Overdraft Fees assessed to the Settlement Class Member's Account(s), and may be increased or decreased depending on the total number of claims submitted. Settlement Class Members who currently hold TD Bank Accounts will receive their portions of the Settlement Payment Amount by credits to their Accounts. Settlement Class Members who no longer hold TD Bank Accounts will receive their portions of the Settlement Payment Amount by check.

The distribution from the Overdraft Forgiveness Amount will be provided to Members of three of the six Settlement Classes: TD Available Balance Consumer Class, Usury Class, and TD Available Balance Business Class. Members of those Settlement Classes whose Accounts were closed with \$75.00 or more owed to TD Bank may be entitled to a credit from the Overdraft Forgiveness Amount in a manner that would reduce the amount owed to TD Bank to \$74.99 or less. The reduction in such Members' outstanding balances to \$74.99 or less will result in the reporting associated with their closed Accounts being removed from the ChexSystems national reporting database, which will allow such Members greater freedom in opening bank accounts at other financial institutions.

## 7. How do I receive a cash payment, account credit, or overdraft forgiveness?

### ***Submission of Claim Form Required***

If you are a member of one or more of the four Settlement Classes identified below, you must submit a completed Claim Form by **February 7, 2020**, to receive the relief to which you are entitled under the Settlement.

**TD Available Balance Consumer Class.** Members of this Settlement Class shall be entitled to make a claim for Overdraft Fees incurred during the Class Period as a result of TD Bank's practice of assessing Overdrafts Fees on a Personal Account's Available Balance rather than its Ledger Balance. To the extent the portion of the Net Settlement Fund allocated to this Settlement Class is not sufficient to make full payment for all Eligible TD Available Balance Consumer Overdraft Fees assessed to Settlement Class Members who submit timely and valid claims, it shall be distributed on a *pro rata* basis. To the extent the claims received are less than the Net Settlement Fund allocated to this Settlement Class, the excess amount will be allocated also *pro rata*.

**Regulation E Class.** Those Settlement Class Members who were assessed one or more Eligible Regulation E Overdraft Fees during the Class Period shall be entitled to make a claim for payment of up to \$35.00. To the extent the portion of the Net Settlement Fund allocated to this Settlement Class is not sufficient to make a full \$35.00 payment to all Settlement Class Members who submit timely and valid claims, it shall be distributed on a *pro rata* basis.

**Usury Class.** Members of this Settlement Class shall be entitled to make a claim for Sustained Overdraft Fees assessed during the Class Period. To the extent the portion of the Net Settlement Fund allocated to this Settlement Class is not sufficient to make full payment for all Eligible Sustained Overdraft Fees assessed to Settlement Class Members who submit timely and valid claims, it shall be distributed on a *pro rata* basis. To the extent the claims received are less than the Net Settlement Fund allocated to this Settlement Class, the excess amount will be allocated also *pro rata*.

**Questions? Call 1-877-588-5722 or visit [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).**

**TD Available Balance Business Class.** Members of this Settlement Class shall be entitled to make a claim for Overdraft Fees incurred during the Class Period as a result of TD Bank’s practice of assessing Overdrafts Fees on a Business Account’s Available Balance rather than its Ledger Balance. To the extent the portion of the Net Settlement Fund allocated to this Settlement Class is not sufficient to make full payment for all Eligible TD Available Balance Business Overdraft Fees assessed to Settlement Class Members who submit timely and valid claims, it shall be distributed on a *pro rata* basis. To the extent the claims received are less than the Net Settlement Fund allocated to this Settlement Class, the excess amount will be allocated also *pro rata*.

Claim Forms may be completed and submitted online at [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com). If you received a postcard notice by mail, you can also fill out and return the Claim Form that was attached. You may also download a Claim Form at the Settlement Website, or call and have one sent to you, and submit it by mail.

A Claim Form will be deemed to have been submitted on the date submitted online or postmarked by the postal service. If you submit a Claim Form by regular mail, it must be sent to the below address and postmarked on or before **February 7, 2020**:

TD Bank Overdraft Litigation  
P.O. Box 6006  
Portland, OR 97228-6006

Information on submitting a Claim Form is also available at 1-877-588-5722.

***No Submission of Claim Form Required***

If you are a member of **only** the South Financial Class and/or Uber/Lyft Class, you do not need to submit a Claim Form to receive your portion of the Net Settlement Fund. If eligible, you will receive a payment automatically on a *pro rata* basis.

***Overdraft Forgiveness***

Only members of the TD Available Balance Consumer Class, Usury Class, and/or TD Available Balance Business Class whose Accounts closed with \$75.00 or more owed to TD Bank are potentially eligible to receive Overdraft Forgiveness. You do not need to submit a Claim Form to receive a distribution from the Overdraft Forgiveness Amount. If eligible, you will receive this benefit automatically.

**8. What am I giving up to stay in the Settlement Class?**

If the Settlement becomes final, Settlement Class Members who have not excluded themselves from the Settlement pursuant to the procedures in Question 9, below, will be releasing TD Bank from all the Released Claims described and identified in Section XIV of the Settlement Agreement and will also be bound by all the decisions of the Court. This means you will no longer be able to sue TD Bank regarding any of the claims described in the Settlement Agreement.

Section XIV of the Settlement Agreement describes, by way of examples, the legal claims that you will give up if you remain in the Settlement. The Settlement Agreement is available at [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Classes listed in the section below entitled “The Lawyers Representing You” for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

**Questions? Call 1-877-588-5722 or visit [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).**

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue TD Bank on your own about the Released Claims, then you must take steps to get out of the Settlement. This is called “excluding yourself from”—or it is sometimes referred to as “opting out of”—the Settlement.

### 9. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a dated letter that includes the following:

- Your name, address, email address, and telephone number;
- The identity of your counsel, if you are represented;
- A statement that you want to be excluded from the TD Bank Overdraft Class Action Settlement in *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*, Case No. 6:15-mn-02613-BHH and that you understand you will not receive any money or Overdraft Forgiveness Amount from the Settlement; and
- Your signature or authorized representative’s signature and the date on which the request was signed.

You must mail your exclusion request, postmarked no later than **December 4, 2019**, to the following address:

TD Bank Overdraft Litigation  
Exclusions  
P.O. Box 6006  
Portland, OR 97228-6006

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

No. Unless you exclude yourself, you give up the right to sue TD Bank for the claims that the Settlement resolves. If you wish to pursue your own lawsuit, you must exclude yourself from the Settlement.

### 11. If I exclude myself from the Settlement, can I still receive a payment, account credit, or overdraft forgiveness?

No. You will not receive a payment, account credit, and/or Overdraft Forgiveness Amount if you exclude yourself from the Settlement.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in this case?

The Court has appointed lawyers to represent you and other Settlement Class Members as “Class Counsel,” including the following:

E. Adam Webb <b>WEBB, KLASE &amp; LEMOND, LLC</b> 1900 The Exchange, SE, Suite 480 Atlanta, GA 30339	Richard D. McCune <b>McCUNE WRIGHT AREVALO, LLP</b> 3281 East Guasti Road, Suite 100 Ontario, CA 91761
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**Questions? Call 1-877-588-5722 or visit [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).**

### 13. How will the lawyers be paid?

Class Counsel may request up to thirty percent (30%) of the Settlement Amount for attorneys' fees, plus reimbursement of their expenses incurred in connection with prosecuting this case. The fees and expenses awarded by the Court will be paid out of the Settlement Fund, as that term is defined in the Settlement Agreement. The Court will determine the amount of fees and expenses to award. Class Counsel may also request Service Awards of up to \$10,000.00 for each class representative, or \$7,500.00 per class representative for married couples in which both spouses are named Plaintiffs. All Service Awards are to be paid from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

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

### 14. How do I tell the Court that I do not like the Settlement?

If you are a member of one or more of the Settlement Classes, 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 request for Service Awards for the class representatives. To object, you must submit a letter that includes the following:

- The name of this case, which is *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*, Case No. 6:15-mn-02613-BHH;
- Your full name, address, email address, and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- Each objection you are raising, along with the specific legal and factual grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times in which you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- A statement whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- The identity of all counsel who represent you, 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 in which your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- Any and all agreements that relate to the objection or the process of objecting between you or your counsel and any other person or entity;
- The identity of all counsel representing you who will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

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- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient). Any objection submitted on behalf of a business entity must identify the title of the authorized individual signing the objection.

You must submit your objection to the following addresses, postmarked no later than **December 4, 2019**.

<p style="text-align: center;">Clerk of the Court U.S. District Court for the District of South Carolina P.O. Box 835 Charleston, SC 29402</p>	<p style="text-align: center;">TD Bank Overdraft Litigation Objections P.O. Box 6006 Portland, OR 97228-6006</p>
<p style="text-align: center;">E. Adam Webb <b>WEBB, KLASE &amp; LEMOND, LLC</b> 1900 The Exchange, SE, Suite 480 Atlanta, GA 30339</p>	<p style="text-align: center;">Donald R. Frederico <b>PIERCE ATWOOD LLP</b> 100 Summer Street, #2250 Boston, MA 02110</p>
<p style="text-align: center;">Richard D. McCune <b>McCUNE WRIGHT AREVALO, LLP</b> 3281 East Guasti Road, Suite 100 Ontario, CA 91761</p>	<p style="text-align: center;">Lucus A. Ritchie <b>PIERCE ATWOOD LLP</b> Merrill’s Wharf 254 Commercial Street Portland, ME 04101</p>

**15. What is the difference between objecting and excluding?**

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 from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and the request for attorneys’ fees and Service Awards for class representatives. You may attend, and you may ask to speak, but you don’t have to do so.

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

The Court will hold a Final Approval Hearing on **Wednesday, January 8, 2020, at 9 a.m.**, at the United States District Court for the District of South Carolina, located at Courtroom 2 of the J. Waties Waring Judicial Center, Meeting Street and Broad Street, Charleston, SC 29401. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any request by Class Counsel for attorneys’ fees and expenses and for Service Awards for class representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**Questions? Call 1-877-588-5722 or visit [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).**

### 17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may come 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 submitted your written objection on time, to all the addresses listed above, and it complies with the requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, if you have filed and served a timely objection to the Settlement, according to the procedures set out in Question 14, above. To do so, you must 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 name, address, and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the TD Bank Overdraft Settlement in *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*, Case No. 6:15-mn-02613-BHH;
- The reason(s) you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that will be presented to the Court at the Final Approval Hearing; and
- Your signature.

You must submit your Notice of Intention to Appear, postmarked no later than **December 4, 2019**, to all the addressees listed under Question 14.

## IF YOU DO NOTHING

### 19. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits you are entitled to receive described under Question 7, automatically, without having to make a claim. If you fail to make a claim as described under Question 7 for the benefits requiring submission of a completed Claim Form, you will waive your right to receive those benefits. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against TD Bank relating to the legal issues in this case.

## GETTING MORE INFORMATION

### 20. How do I get more information?

This Long-Form Notice summarizes the proposed Settlement Agreement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com). You may also write with questions to TD Bank Overdraft Litigation, P.O. Box 6006, Portland, OR 97228-6006, or call the toll-free number, 1-877-588-5722. Do not contact TD Bank or the Court for information.

**Questions? Call 1-877-588-5722 or visit [www.TDBankOverdraftClassAction.com](http://www.TDBankOverdraftClassAction.com).**