

## 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 *Jimenez, et al. v. TD Bank, N.A.*, Case No. 1:20-cv-07699-NLH (D.N.J.) (the “Action”). In the Action, three people with TD Bank, N.A. consumer checking accounts allege that TD Bank, N.A. (“TD Bank”) reopened their accounts without customer authorization, allowing transactions to post to the reopened accounts. 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.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.com)) to which the parties have agreed (the “Settlement”).

Current and former holders of a TD Bank consumer checking account that, between June 24, 2014, and April 25, 2023 (“Class Period”), was reopened by TD Bank without customer authorization after the account’s closure, and had a debit, credit, or fee post to the account after that reopening, 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.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM</b>	If you believe you are a member of the Settlement Class, you can submit a Claim Form for review. The Claim Form, which is available on the Settlement Website, must include the information specified in Question 8 (below). If the Court approves the Settlement and it becomes final and effective, your Claim will be reviewed and, if approved, you will receive a check. If you submit a Basic Claim and there are sufficient funds, you will receive a Basic Payment of \$125. If you submit additional information and documentation for an Enhanced Claim and there are sufficient funds, you will receive an Enhanced Payment equal to any losses you sufficiently documented. If in either case there are not sufficient funds, the Settlement Agreement provides for proportional reductions in payments. In no instance will the Enhanced Payment be less than the Basic Payment. Your check will be mailed to the address provided on the Claim Form and you will give up your right to bring your own lawsuit against TD Bank about claims related to the reopening of your TD Bank consumer checking account during the Class Period.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	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 the reopening of your TD Bank consumer checking account during the Class Period.
<b>OBJECT</b>	Write to the Court if you wish to object to the Settlement.
<b>GO TO A HEARING</b>	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 17 (below) and you send a letter to the Court saying that you intend to appear.
<b>DO NOTHING</b>	You will not receive a payment.  If you are a Settlement Class Member, you will give up your right to participate in further litigation against TD Bank about claims related to the reopening of your TD Bank consumer checking account during the Class Period.

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 submit approved Claims and who do not exclude themselves from the Settlement.

**QUESTIONS? CALL 888-831-6427 OR  
VISIT [WWW.TDACCOUNTREOPENINGSETTLEMENT.COM](http://WWW.TDACCOUNTREOPENINGSETTLEMENT.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 Noel L. Hillman, of the United States District Court for the District of New Jersey, is overseeing this case, *Jimenez, et al. v. TD Bank, N.A.*, Case No. 1:20-cv-07699-NLH (D.N.J.). The persons who sued—Judith Jimenez, Stephanie Vil, and Kathy Fogel—are the Plaintiffs. TD Bank, N.A. (“TD Bank”) is the Defendant.

### **2. What is this litigation about?**

The lawsuit claims that TD Bank violated its contractual agreements and various federal and state laws by reopening TD Bank consumer checking accounts without customer authorization, resulting in the posting of unauthorized transactions on those accounts. You can review the operative complaint in this lawsuit on the website, [www.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.com). TD Bank denies that it engaged in any wrongdoing. The Court has not decided which side is right.

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

In a class action, one or more 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) are eligible to 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 Representative and her 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 may be in the Settlement Class.

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

You are a member of the Settlement Class if you are a current or former holder of a TD Bank consumer checking account that, between June 24, 2014, and April 25, 2023 (“Class Period”), was reopened by TD Bank without your authorization (or a joint accountholder’s authorization) after the account’s closure, and had a debit, credit, or fee post to the account after that reopening. If you or any joint holder of a jointly held TD Bank consumer checking account consented to or requested that the account be reopened, you are not a member of the Settlement Class.

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

### **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.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.com), email at [info@TDAccountReopeningSettlement.com](mailto:info@TDAccountReopeningSettlement.com), or call the toll-free number, **888-831-6427**. You may also send questions to the **Jimenez v. TD Bank, N.A. Settlement Administrator at PO Box 2167, Portland, OR 97208-2167**.

**QUESTIONS? CALL 888-831-6427 OR  
VISIT [WWW.TDACCOUNTREOPENINGSETTLEMENT.COM](http://WWW.TDACCOUNTREOPENINGSETTLEMENT.COM).**

## **THE SETTLEMENT BENEFITS**

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

If the Court approves the Settlement and it becomes final, TD Bank will provide four million nine hundred thousand dollars (\$4,900,000.00) to settle the Action (the “Cash Settlement Amount”). After paying attorneys’ fees to Class Counsel of up to one third of the Cash Settlement Amount, Class Counsel’s expenses, and any Court-approved Service Awards to the Plaintiffs for their participation in the lawsuit, the remaining cash relief (the “Net Settlement Cash Amount”) will be distributed among the Settlement Class Members who do not opt out. Settlement Class Members’ cash awards will be distributed by check.

### **8. How do I receive payment under the Settlement?**

You must submit a Claim to obtain payment. You have the option to submit a Claim Form requesting either a Basic Payment of \$125 or an Enhanced Payment equal to the amount of losses you can sufficiently document. In both cases, the amount of the payment will depend on whether there are sufficient funds in light of the Claims submitted, reviewed, and approved. The Claim Form requests certain contact information; a statement indicating whether you are seeking a Basic Payment or an Enhanced Payment; information relating to and substantiating the basis of your Claim; and your signature. If you are requesting an Enhanced Payment, additional information and documentation is required, as described on the Claim Form. For owners of jointly held accounts, only one Claim will be approved with respect to each account, and the Claim will bind all joint account holders. Once the Court approves the Settlement, your Claim will be reviewed and, if approved, you will receive a check. The Claim Form is available at [www.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.com). Claim Forms must be postmarked or filed through the Settlement Website no later than **October 22, 2023**.

### **9. How will my Claim be decided?**

The Settlement Administrator will review your Claim after you submit it. If your Claim is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your Claim. If you do not correct the problems, your Claim will be denied. More details on how Claims will be decided are available at [www.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.com).

Submission of a Claim Form does not guarantee a payment under the Settlement, any Claim is subject to confirmation by the Settlement Administrator and/or TD Bank, and the amount distributed to each Settlement Class Member who does not opt out is governed by the Settlement Agreement, which is available on the Settlement Website.

If you are a Settlement Class Member and your Claim is rejected, you will not receive any payment and you will release your claims against TD Bank. If your Claim is rejected because it is determined that you are not a Settlement Class Member, you will not receive any payment and any claims you may have against TD Bank will not be released.

### **10. When will I receive my payment?**

If the Court approves the Settlement and it becomes final, and you do not exclude yourself from the Settlement (*see* Questions 12 to 14), then a check will be sent to each Settlement Class Member who submitted an approved Claim at the address the Settlement Class Member provided on the Claim Form.

Payments will be sent only after the Court grants final approval of 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.

## 11. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, every Settlement Class Member who has not been excluded 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 constitute, 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, local, statutory, or common law (including, without limitation, breach of contract, breach of the implied covenant of good faith and fair dealing, conversion, unjust enrichment, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, the Electronic Fund Transfer Act, 15 U.S.C. § 1693 *et seq.*, and the Massachusetts Consumer Protection Law, Mass. Gen. Laws ch. 93A, § 2) 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 is not excluded from the Settlement Class will also be bound by all of the decisions by the Court.

Section XIV 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.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.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.

## 12. How do I exclude myself from the Settlement?

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

- Your full name, address, and last four digits of your eligible TD Bank consumer checking account number;
- A statement that you want to be excluded from the Settlement in this Action (*Jimenez, et al. v. TD Bank, N.A.*, Case No. 1:20-cv-07699-NLH (D.N.J.)), and that you understand you will receive no money from the Settlement;
- The identity of the counsel representing you in this Action, if any; and
- Your signature and the date on which the request to be excluded was signed.

You must mail your exclusion request, postmarked no later than **September 22, 2023**, to:

**Jimenez v. TD Bank, N.A. Settlement Administrator**  
**PO Box 2167**  
**Portland, OR 97208-2167**

If any owner of a jointly held account submits a statement excluding himself or herself from the Settlement, such a statement will exclude all other joint owners of the account from the Settlement.

**QUESTIONS? CALL 888-831-6427 OR  
VISIT [WWW.TDACCOUNTREOPENINGSETTLEMENT.COM](http://WWW.TDACCOUNTREOPENINGSETTLEMENT.COM).**

**13. 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.

**14. 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**

**15. Do I have a lawyer in the case?**

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

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

Kenneth J. Grunfeld  
GOLOMB SPIRT 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.

**16. How will the lawyers be paid?**

Class Counsel intend to request up to one third of the Cash Settlement Amount for their attorneys’ fees, plus their reasonable expenses in connection with this case. The attorneys’ fees, costs, and expenses awarded by the Court will be paid out of the Settlement Fund Account. Class Counsel will file their motion seeking attorneys’ fees, costs, and expenses by August 23, 2023. That motion will be available at [www.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.com). The Court will review Class Counsel’s request and determine the amount of fees, costs, and expenses to award.

Class Counsel will also request Service Awards of up to \$8,000 for Judith Jimenez and up to \$5,000 for Kathy Fogel and Stephanie Vil, to be paid out of the Settlement Fund Account, for their service bringing this action for the benefit 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.

**17. 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, costs, and expenses, and/or Class Counsel’s requests for Service Awards for the Plaintiffs. 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 3A 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 & LEMOND, LLC 1900 The Exchange, SE Suite 480 Atlanta, GA 30339

**QUESTIONS? CALL 888-831-6427 OR  
VISIT [WWW.TDACCOUNTREOPENINGSETTLEMENT.COM](http://WWW.TDACCOUNTREOPENINGSETTLEMENT.COM).**

Your objection must be mailed with first-class postage prepaid and be postmarked on or before **September 22, 2023**, and must include:

- The name of this Action (*Jimenez, et al. v. TD Bank, N.A.*, Case No. 1:20-cv-07699-NLH (D.N.J.));
- Your full name, address, email address, and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- A statement of whether your objection applies only to you, to a specific part of the Class, or to the entire Class;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- 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;
- 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;
- 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 such an objection was made and a copy of any orders related to or ruling on such prior objections in each case;
- The identity of all counsel representing you who will appear at the Final Approval Hearing, if any;
- A list of any persons you or your counsel will call to testify at the Final Approval Hearing, if any;
- A statement confirming whether you intend to personally appear 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.

#### **18. 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.

### **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, costs, and expenses and for Service Awards for the Plaintiffs. You may attend and you may ask to speak, but you don't have to do so.

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

The Court has scheduled a Final Approval Hearing on **November 7, 2023, at 2:00 p.m. ET** 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 3A, 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.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.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, costs, and expenses and for Service Awards for the Plaintiffs. 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, costs, and expenses, and the request for Service Awards. We do not know how long these decisions will take.

#### **20. 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 17 above and in Section VIII of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**QUESTIONS? CALL 888-831-6427 OR  
VISIT [WWW.TDACCOUNTREOPENINGSETTLEMENT.COM](http://WWW.TDACCOUNTREOPENINGSETTLEMENT.COM).**

## 21. 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 17 above and file a notice with the Court at the address listed in Question 17 at least fourteen days before the Final Approval Hearing indicating that you intend to appear and wish to be heard. You must submit your objection no later than **September 22, 2023**. You cannot speak at the hearing if you exclude yourself from the Settlement.

### IF YOU DO NOTHING

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

If you do nothing at all, you will not receive a payment, and you will give up your right to participate in further litigation against TD Bank about claims related to the unauthorized reopening of your TD Bank consumer checking account during the Class Period.

### GETTING MORE INFORMATION

## 23. 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.TDAccountReopeningSettlement.com](http://www.TDAccountReopeningSettlement.com). You may write with questions by email to [info@TDAccountReopeningSettlement.com](mailto:info@TDAccountReopeningSettlement.com), or by mail to **Jimenez v. TD Bank, N.A. Settlement Administrator, PO Box 2167, Portland, OR 97208-2167**, or call the toll-free number, **888-831-6427**.

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

**QUESTIONS? CALL 888-831-6427 OR  
VISIT [WWW.TDACCOUNTREOPENINGSETTLEMENT.COM](http://WWW.TDACCOUNTREOPENINGSETTLEMENT.COM).**