

*Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.)

**If You Were A Green Dot Prepaid Debit Card Or  
Walmart MoneyCard Holder  
On May 14, 2016,  
A Class Action Settlement May Affect Your Rights.**

***A Federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit concerning certain Green Dot prepaid debit cards and certain Walmart MoneyCards issued by Green Dot, and the disruption in service that some account holders experienced during a period between May 15, 2016 and May 22, 2016.
- The lawsuit is called *Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.), and is pending in the U.S. District Court for the Central District of California. The lawsuit alleges that, due to technical issues occurring during a processor conversion, some holders of Green Dot prepaid debit cards and some holders of Walmart MoneyCards issued by Green Dot experienced a longer-than-anticipated disruption in service for portions of the period of time between May 15, 2016 and May 22, 2016 (the “Service Disruption”). Defendants in the lawsuit deny that they are or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- “Settlement Class Members”: Members of the Settlement Class are cardholders, as identified in Green Dot Defendants’ business records, who attempted to and were unable to use their Green Dot-issued, MasterCard-processed cards to access or spend their account funds from May 15, 2016 through May 22, 2016 as a result of the Service Disruption. The Settlement Class does not include individuals who attempted to and were unable to access their funds for reasons other than problems caused by technical issues arising during the processor conversion as determined by Green Dot’s business records. Eligible Settlement Class Members will have been mailed notice of their eligibility, and Settlement Class membership will be verified against that mailed list. The Settlement Class does not include (a) any Judge or Magistrate presiding over this Action and members of their immediate families; (b) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants have a controlling interest, and any of their current or former officers, directors, employees, representatives, managers, members, and any other Person acting for or on behalf of Defendants; (c) Persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) Persons who have been separately represented by counsel for matters of, and have settled, claims related to the Service Disruption with any of Defendants; and (e) the legal representatives, successors, or assigns of any such excluded Persons.
- Settlement Class Members are eligible to receive the following benefits:
  - Fee Holiday: Settlement Class Members will receive a one-month Fee Holiday from the monthly maintenance fee for his or her card in the form of a credit or reimbursement.
  - Cash Reimbursement for Losses Without Supporting Documents: Settlement Class Members who attempted and were unable to use their cards to access or spend their account funds between May 15, 2016 and May 22, 2016 and who suffered a financial or other loss as a result of the Service Disruption but do not have or do not wish to provide documentation to support this loss will be eligible for a payment of up to \$100.00. This payment will be reduced by amounts that Settlement Class Members already received from Green Dot for the Service Disruption before this Settlement, except for the two-month Fee Holiday previously provided. The Settlement Administrator will post additional information about the payment amount on [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com) if necessary.

- Cash Reimbursement for Losses With Supporting Documents: Settlement Class Members who attempted and were unable to use their cards to access or spend their account funds between May 15, 2016 and May 22, 2016 and who suffered a financial or other loss as a result of the Service Disruption and provide Reasonable Documentation to support this loss will be eligible for a payment of up to \$750.00. This payment will be reduced by amounts that Settlement Class Members already received from Green Dot for the Service Disruption before this Settlement, except for the two-month Fee Holiday previously provided. The Settlement Administrator will post additional information about the payment amount on [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com) if necessary.
- Defendants will pay a minimum of \$1,500,000.00 for the tiered Claims for financial or other losses detailed above. If the Claims submitted for financial or other losses do not equal or exceed the minimum of \$1,500,000.00, the remaining funds will be donated by Defendants to one or more nonprofit organizations approved by the Court.
- This Settlement provides for additional benefits that Defendants have provided already to most Settlement Class Members. These benefits include a two-month Fee Holiday for most Settlement Class Members who were then current cardholders and a \$50.00 statement credit for certain Settlement Class Members. For more information on the previously provided benefits, please visit [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com).
- Defendants have also agreed to pay, subject to the Court’s approval, the cost of notice and administration of the Settlement, the Service Awards to the Class Representatives, and Class Counsel’s attorneys’ fees and expenses.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way a Settlement Class Member may receive a payment for losses suffered as a result of the Service Disruption. A Settlement Class Member does not need to submit a Claim Form to receive an additional month Fee Holiday as described herein.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have with respect to Defendants and the issues in this case. You may download an exclusion form at <a href="http://www.GreenDotServiceDisruption.com">www.GreenDotServiceDisruption.com</a> .
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will receive a Fee Holiday/reimbursement for the monthly maintenance fee assessed on your Green Dot prepaid debit card or Walmart MoneyCard account for a one-month period. You will not receive any other payment for losses due to the Service Disruption, and you will give up your rights to sue Defendants about the issues raised in this case.

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 generally will be provided only after any issues with the Settlement are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Fernando M. Olguin of the U.S. District Court for the Central District of California is overseeing this class action. The case is called *Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.).

This Settlement encompasses two lawsuits originally filed against Defendants for claims related to the Service Disruption: *Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.) and *Crook v. Green Dot Corporation, et al.*, Case No. 2:16-cv-04172 (C.D. Cal.). These two lawsuits were consolidated by the Court. The Settlement is settling the Claims of both lawsuits, and the Settlement is being submitted through the consolidated case *Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.). Although different plaintiffs and law firms brought these cases, they worked together to reach this Settlement.

The persons who filed the lawsuits, Jason Lewis, Danielle Hall, and Justin Thornton, are the Plaintiffs or Class Representatives. The companies they sued, Green Dot Corporation, Green Dot Bank, MasterCard Incorporated and MasterCard International Incorporated, are Defendants.

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Jason Lewis, Danielle Hall, and Justin Thornton—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The lawsuit alleges that certain holders of Green Dot prepaid debit cards and Walmart MoneyCards, issued by Green Dot, experienced a longer-than-anticipated disruption in service for portions of the period of time between May 15, 2016 and May 22, 2016, and cardholders experienced damages and losses as a result. The lawsuit alleges that Defendants are liable for various consumer fraud, contract, and negligence claims. Defendants deny that they are or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and Defendants’ responses can be found in the “Court Documents” section of the Settlement Website at [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com).

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendants should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Class Representatives and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by any of the Defendants.

## WHO'S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Court decided that this Settlement includes a Class of all cardholders, as identified in Green Dot Defendants' business records, who attempted to and were unable to use their Green Dot-issued, MasterCard-processed cards to access or spend their account funds from May 15, 2016 through May 22, 2016 as a result of the Service Disruption. Eligible Settlement Class Members will have been mailed notice of their eligibility, and Settlement Class membership will be verified against that mailed list. Not all cardholders are Settlement Class Members. For example, if you had a card but terminated or closed your account prior to May 14, 2016, you would not be a Settlement Class Member. Similarly, if you did not attempt to access or use your card account to access or spend your fund accounts between the time period of May 15, 2016 through May 22, 2016, you would not be a Settlement Class Member either. Likewise, if you attempted to use your card account to access or spend your fund accounts between the time period of May 15, 2016 through May 22, 2016 and were able to do so, you would not be a Settlement Class Member. The Settlement Class does not include individuals who attempted to and were unable to access or spend their funds for reasons (like insufficient balances) other than problems caused by technical issues arising during the processor conversion as determined by Green Dot's business records.

This Settlement Class does not include (a) any Judge or Magistrate presiding over this Action and members of their immediate families; (b) Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants have a controlling interest, and any of their current or former officers, directors, employees, representatives, managers, members, and any other Person acting for or on behalf of Defendants; (c) Persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) Persons who have been separately represented by counsel for matters of, and have settled, claims related to the Service Disruption with any of Defendants; and (e) the legal representatives, successors, or assigns of any such excluded Persons.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

This Settlement provides eligible Settlement Class Members with:

- Cash payments for losses due to the Service Disruption. A Claim Form must be timely filed in order to receive this benefit.
- A one-month Fee Holiday from the monthly maintenance fee for his or her account in the form of a credit or reimbursement. Settlement Class Members will receive this benefit automatically without taking any further action.

#### Cash Payment

- A Claim Form must be timely submitted online at [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com) or by mail to receive this benefit.
- If you are a Settlement Class Member and you suffered a financial or other loss as a result of the Service Disruption but do not have or do not wish to provide Reasonable Documentation of losses, you will be eligible for a payment of up to \$100.00. Payments will be reduced by amounts you already received from Defendants as a result of the Service Disruption, except for the Fee Holiday. If the total amount of timely, valid Claims exceeds \$2,000,000.00, then each valid Claim shall be reduced proportionally depending on the number of valid Claims submitted by the Settlement Class. If the amount of valid Claims is less than \$2,000,000.00, any remaining funds will be used, if necessary, to pay valid documented Claims as discussed below. The Settlement Administrator will post additional information about the payment amount on [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com), if necessary.
- If you are a Settlement Class Member and you suffered a financial or other loss as a result of the Service Disruption and provide Reasonable Documentation of losses, you will be eligible for a payment of up to \$750.00. Payments will be reduced by amounts you already received from Defendants as a result of the Service Disruption, except for the Fee Holiday. If the total amount of timely, valid, documented Claims exceeds \$1,500,000.00 plus any remaining funds from the non-documented Claims discussed above, then each valid, documented Claim shall be reduced proportionally depending on the number of valid Claims submitted by the Settlement Class. The Settlement Administrator will post additional information about the payment amount on [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com), if necessary.

- Defendants will pay a minimum of \$1,500,000.00 for the tiered Claims for financial or other losses detailed above. If the Claims submitted for financial or other losses do not equal or exceed the minimum of \$1,500,000.00, the remaining funds will be donated by Defendants to one or more nonprofit organizations approved by the Court.

### **Fee Holiday/Reimbursement**

- No Claim Form is required to be submitted by a Settlement Class Member for this benefit.
- Settlement Class Members will receive a one-month Fee Holiday from the monthly maintenance fee for his or her account in the form of a credit or reimbursement.

### **Additional Benefits Provided by Defendants Pursuant to This Settlement:**

To compensate cardholders for inconveniences and losses as a result of the Service Disruption, Defendants previously provided the following relief without requiring Settlement Class Members to submit a Claim:

- Most Settlement Class Members with an active account received a two-month Fee Holiday from the monthly maintenance fees.
- Certain Settlement Class Members with an active account received a credit to their account in the amount of \$50.00. If you are one of the Settlement Class Members who received this credit, your Claim for losses will be reduced by \$50.00.

## **HOW TO GET BENEFITS**

### **7. How do I make a Claim?**

Once the Settlement is approved and effective, the Fee Holiday/reimbursement benefit, as described above, will occur automatically. If you want to receive a separate payment for losses as a result of the Service Disruption, you must fill out and submit a timely, valid Claim Form. You may fill out and submit a Claim Form online at [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com). You can also download the Claim Form from the Settlement Website, call 1-844-319-7640, or write to the Settlement Administrator to request that a paper copy of the Claim Form be mailed to you: Green Dot MoneyCard Settlement Administrator, PO Box 6336, Portland, OR 97208-6336. We encourage you to submit a Claim online. It's faster and free. **All Claim Forms must be received online or postmarked no later than 30 (thirty) days after the Settlement's Effective Date. Assuming no appeals are filed, the Claim Deadline will be no earlier than December 2, 2017.**

### **8. When will I get my payment?**

The hearing to consider the fairness of the Settlement is scheduled for **November 2, 2017**. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent a check within approximately 45 days after all appeals and other reviews, if any, are completed. Please be patient. All checks will expire and become void 90 days after they are issued.

## **THE LAWYERS REPRESENTING YOU**

### **9. Do I have a lawyer in this case?**

Yes, the Court has appointed John A. Yanchunis Sr. of Morgan & Morgan as "Lead Counsel" and Jean Sutton Martin of the Law Office of Jean Sutton Martin PLLC, Joseph G. Sauder and Richard D. McCune of McCune-Wright-Arevalo LLP, and Daniel C. Girard of Girard Gibbs LLP as "Class Counsel." In addition, the Court appointed Plaintiffs Jason Lewis, Danielle Hall, and Justin Thornton to serve as the Class Representatives. They are Settlement Class Members like you. Class Counsel can be reached by calling 1-855-400-3445.

### **10. Should I get my own lawyer?**

You don't need to hire your own lawyer because Class Counsel is working on your behalf. But if you want to hire your own lawyer, you may have to pay that lawyer on your own. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

## 11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses that will be paid by or on behalf of Defendants separately. Class Counsel will not seek more than \$750,000.00 in attorneys' fees and expenses. Class Counsel will also request a Service Award of \$500.00 for each of the Class Representatives, totaling \$1,500.00 for all three Class Representatives. The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any award to the Class Representatives. The Court may award less than the amounts requested. Any attorneys' fees and expenses and Service Awards that the Court awards will not reduce the benefits provided to you under this Settlement.

## YOUR RIGHTS AND OPTIONS

## 12. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue any of Defendants about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. You can read the Settlement Agreement on [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com).

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

If you do nothing, you will automatically receive a Fee Holiday/reimbursement for the monthly maintenance fee assessed on your account for a one-month period. Except for this Fee Holiday/reimbursement, you will receive no payment under the Settlement for any losses incurred as a result of the Service Disruption. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 12 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendants for the claims or legal issues resolved in this Settlement.

## 14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendants in this class action.

## 15. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating that you want to be excluded from the Settlement in *Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.). Your letter must also include (1) your name and address; (2) the last four digits of your Green Dot prepaid debit card or Walmart MoneyCard account number; (3) a statement that you wish to be excluded from the Settlement Class; and (4) your signature. Alternatively, you may use the exclusion form found on the Settlement Website. You must mail your exclusion request, postmarked no later than **September 26, 2017**, to the following address:

Green Dot MoneyCard Settlement Administrator  
PO Box 6336  
Portland, OR 97208-6336

You can't exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request.

A form for opting out of the Settlement will be made available on the Settlement Website at [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com).

## 16. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being resolved by this Settlement.

## 17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

## 18. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.) no later than **September 26, 2017**. Your objection should be sent to the United States District Court for the Central District of California at the following address:

Clerk of Court  
United States Courthouse  
312 North Spring Street  
Los Angeles, CA 90012-4701

If you are represented by a lawyer, the lawyer must file your objection through the Court's CM/ECF system. Include your lawyer's contact information in the objection.

The objection must be in writing and include the case name *Lewis, et al. v. Green Dot Corporation, et al.*, Case No. 2:16-cv-03557 (C.D. Cal.). Your objection must be personally signed by you and include, among other things, the following information: (1) your name, address, and telephone number; (2) all arguments, citations, and evidence supporting the grounds for your objection; (3) an explanation of the basis upon which you claim to be a Settlement Class Member; (4) the last four digits of your Green Dot prepaid debit card or Walmart MoneyCard account number; (5) a statement indicating whether you are represented by counsel in connection with the objection; and (6) a statement identifying any other class action lawsuits to which you have filed an objection within the past five years. If you wish to appear and be heard at the hearing on the fairness of the Settlement, you or your attorney must say so in your written objection.

In addition to filing your objection with the Court, you may, but are not required to, send copies of your objection and any supporting documents to both Lead Counsel and Defendants' lawyers at the addresses listed below:

Lead Counsel	Defense Counsel
John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N. Franklin Street, 7 <sup>th</sup> Floor Tampa, FL 33602	Thomas P. Brown PAUL HASTINGS LLP 55 Second Street Twenty-Fourth Floor San Francisco, CA 94105-3441

Class Counsel will file their request for attorneys' fees and expenses and Service Awards for the Class Representatives with the Court and post on the Settlement Website, [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com).

## 19. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

### 20. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **November 2, 2017** at 10:00 a.m. at the United States Courthouse, 350 W. 1<sup>st</sup> Street, Los Angeles, CA 90012, Courtroom 6D, 6<sup>th</sup> Floor. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the Service Awards to the Class Representatives.

**Note:** The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com), or through the Court's Public Access to Court Electronic Records (PACER) system at [www.pacer.gov](http://www.pacer.gov).

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

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to 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 your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf, but you don't have to.

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

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

## GETTING MORE INFORMATION

### 23. Where can I get additional information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.GreenDotServiceDisruption.com](http://www.GreenDotServiceDisruption.com), contact Class Counsel at 1-855-400-3445, access the Court docket in this case through the Court's PACER system at [www.pacer.gov](http://www.pacer.gov), or visit the office of the Clerk of the Court for the United States District Court for the Central District of California, Clerk of Court, United States Courthouse, 312 North Spring Street, Los Angeles, CA 90012-4701, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**