

Fuentes, et al. v. UniRush, LLC, et al., Case No. 1:15-cv-08372 (S.D.N.Y.)

**If you were a RushCard prepaid debit card holder on October 12, 2015,
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 against UniRush, LLC d/b/a UniRush Financial Services, Rush Communications, LLC, and Rush Communications of NYC, Inc., (the “Rush Defendants”), Meta Financial Group, Inc. and MetaBank (the “Meta Defendants”), and MasterCard Incorporated (collectively “Defendants”). UniRush, LLC offers the RushCard program to consumers pursuant to an agreement with the card issuer, MetaBank. A subsidiary of MasterCard Incorporated is the processing company for RushCard services. The subsidiary became the new processing company for RushCard services on October 12, 2015. Prior to October 12, 2015, RushCard cardholders were informed there would be a short disruption in service on October 12, 2015 to allow for the conversion to take place. The lawsuit alleges that holders of RushCard prepaid debit cards experienced a longer than anticipated disruption in service for portions of the period of time between October 12, 2015 and October 31, 2015 (the “Service Disruption”). Defendants 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.
- The lawsuit is called *Fuentes, et al. v. UniRush, LLC, et al.*, Case No. 1:15-cv-08372 (S.D.N.Y.), and is pending in the U.S. District Court for the Southern District of New York.
 - This settlement encompasses four lawsuits filed against Defendants for claims related to the Service Disruption: *Fuentes, et al. v. UniRush, LLC, et al.*, Case No. 1:15-cv-08372 (S.D.N.Y.); *Huff v. UniRush, LLC, et al.*, Case No. 2:15-cv-02253 (E.D. Cal.); *Peterkin v. UniRush, LLC, et al.*, Case No. 1:15-cv-08573 (S.D.N.Y.); and *Jones v. UniRush, LLC, et al.*, Case No. 5:15-cv-05996 (E.D. Pa.). While settling the claims of all four class action lawsuits, the Settlement is being processed through the first-filed case, *Fuentes, et al. v. UniRush, LLC, et al.*, Case No. 1:15-cv-08372 (S.D.N.Y.).
- The Settlement Class includes all cardholders with an open RushCard account as of October 12, 2015 and who had authorized use of that account at least once during the period of July 14, 2015 through and including October 12, 2015, excluding (a) anyone who terminated or closed their RushCard account prior to October 12, 2015; (b) any Judge or Magistrate presiding over this action and members of their immediate families; (c) the Defendants, the Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which the 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; (d) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (e) the legal representatives, successors or assigns of any such excluded Persons.

- Settlement Class Members can receive reimbursement of fees and/or a cash payment to compensate for any losses incurred during the Service Disruption.
 - Settlement Class Members will be reimbursed for all fees assessed on their RushCard accounts by the Rush Defendants during the period of October 12, 2015 through October 31, 2015, to the extent those fees were not previously reimbursed or credited to the Settlement Class Member's account. Monthly fees assessed for the period of October 1, 2015 through October 31, 2015 will be prorated such that Settlement Class Members will be reimbursed only for the portion of the monthly fees allocable to the period from October 12, 2015 through October 31, 2015.
 - Settlement Class Members who attempted to use their RushCard or to access their account between October 12, 2015 and October 31, 2015 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 reasonable documentation of losses will be eligible for a payment of \$100.00. Payments will be offset by amounts already received from Defendants. In the event that the total amount of timely Approved Claims exceeds \$5,000,000.00, then each Approved Claim shall be reduced on a *pro rata* basis. The Settlement Administrator will post additional information about the payment amount on www.RushSettlement.com if necessary.
 - Settlement Class Members who attempted to use their RushCard or to access their account between October 12, 2015 and October 31, 2015 and who suffered a financial or other loss as a result of the Service Disruption and provide reasonable documentation of losses will be eligible for a payment of up to \$500.00. Payments will be offset by amounts already received from Defendants. In the event that the total amount of timely Approved Claims exceeds \$1,500,000.00 then each Approved Claim shall be reduced on a *pro rata* basis. The Settlement Administrator will post additional information about the payment amount on www.RushSettlement.com if necessary.
 - This Settlement provides for additional benefits which Defendants have provided already to Class Members. These benefits include a Fee Holiday for current cardholders and for certain Class Members a \$25.00 statement credit or payment. For more information on the previously provided benefits, please visit www.RushSettlement.com.
- Defendants have also agreed that, 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 shall be paid separately, by or on behalf of Defendants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment for losses suffered, excluding reimbursement for fees, as a result of the Service Disruption.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have with respect to the Defendants and the issues in this case.
OBJECT	Write to the Court explaining why you don't like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will receive reimbursement for all fees assessed on your RushCard account during the period of October 12, 2015 through October 31, 2015, to the extent those fees were not previously reimbursed or credited to your account. Monthly fees assessed for the period of October 1, 2015 through October 31, 2015 will be prorated such that you will be reimbursed only for the portion of the monthly fees allocable to the period from October 12, 2015 through October 31, 2015. With the exception of these reimbursed fees, you will receive no payment under the Settlement and give up your rights with respect to the Defendants about the issues 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 the 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 J. Paul Oetken of the U.S. District Court for the Southern District of New York is overseeing this class action. The case is called *Fuentes, et al. v. UniRush, LLC, et al.*, Case No. 1:15-cv-08372 (S.D.N.Y.).

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This Settlement also resolves three other materially identical putative class actions that were filed against Defendants in various federal courts across the nation. Although different plaintiffs and law firms brought these cases, they worked together with Class Counsel to reach the Settlement about which you are now being notified.

The persons who filed the lawsuits, Stephanie Fuentes, Jetaime Howard, Mianika Smith, Shari Goodman, Jermain Hayes, Ivy Huff, John Golden, Latayqa Little, Jackie Brown, Mnemosyne Collier, Stephanie Walton, Akil Patterson, William Townsend, Marah Peterkin, and Nicole Jones, are the Plaintiffs or Class Representatives. The companies they sued, UniRush, LLC d/b/a UniRush Financial Services, Rush Communications, LLC, Rush Communications of NYC, Inc., Meta Financial Group, Inc., MetaBank, and MasterCard Incorporated, are the Defendants.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Stephanie Fuentes, Jetaime Howard, Mianika Smith, Shari Goodman, Jermain Hayes, Ivy Huff, John Golden, Latayqa Little, Jackie Brown, Mnemosyne Collier, Stephanie Walton, Akil Patterson, William Townsend, Marah Peterkin, and Nicole Jones—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 holders of RushCard prepaid debit cards experienced a longer than anticipated disruption in service for portions of the period of time between October 12, 2015 and October 31, 2015 and cardholders experienced damages and losses as a result of the Service Disruption. The lawsuit asserts 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 the Defendants’ responses can be found in the “Court Documents” section of the settlement website at www.RushSettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the 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 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 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 with an open RushCard account as of October 12, 2015 and who had authorized use of that account at least once during the period of July 14, 2015 through and including October 12, 2015, excluding (a) anyone who terminated or closed their RushCard account prior to October 12, 2015; (b) any Judge or Magistrate presiding over this action and members of their immediate families; (c) the Defendants, the Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which the 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; (d) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (e) the legal representatives, successors or assigns of any such excluded Persons. If you meet the above definition, you are a Class Member. For example, if you had a RushCard but terminated or closed your account prior to October 12, 2015, you would not be a Class Member. Similarly, if you never used your RushCard between the time period of July 14, 2015 – October 12, 2015 you would not be a Class Member either. Most Class Members will receive an email with information similar to the information contained in this notice.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

This Settlement provides eligible Settlement Class Members with:

- Cash payments to those Settlement Class Members with losses due to the Service Disruption. A Claim Form must be timely filed in order to receive this benefit.
- A reimbursement of fees without the need to take any action.

Cash Payment

- A Claim Form must be timely filed in order to receive this benefit.
- Settlement Class Members who attempted to use their RushCard or to access their account between October 12, 2015 and October 31, 2015 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 reasonable documentation of losses will be eligible for a payment of \$100.00. Payments will be offset by amounts already received from Defendants. In the event that the total amount of timely Approved Claims exceeds \$5,000,000.00, then each Approved Claim shall be reduced on a *pro rata* basis. The Settlement Administrator will post additional information about the payment amount on www.RushSettlement.com if necessary.
- Settlement Class Members who attempted to use their RushCard or to access their account between October 12, 2015 and October 31, 2015 and who suffered a financial or other loss as a result of the Service Disruption and provide reasonable documentation of losses will be eligible for a payment of up to \$500.00. Payments will be offset by amounts already received from Defendants. In the event that the total amount of timely Approved Claims exceeds \$1,500,000.00, then each Approved Claim shall be reduced

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on a *pro rata* basis. The Settlement Administrator will post additional information about the payment amount on www.RushSettlement.com if necessary.

Reimbursement of Fees

- No Claim Form is required to be submitted by a Settlement Class Member for this benefit.
- Settlement Class Members will be reimbursed for all fees assessed on their RushCard accounts by the Rush Defendants during the period of October 12, 2015 through October 31, 2015, to the extent those fees were not previously reimbursed or credited to the Settlement Class Member's account, without submitting a Claim Form. Monthly fees assessed for the period of October 1, 2015 through October 31, 2015 will be prorated such that Settlement Class Members will be reimbursed only for the portion of the monthly fees allocable to the period from October 12, 2015 through October 31, 2015.

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 Class Members to submit a Claim:

- a. Settlement Class Members with a current RushCard account received a fee holiday from November 1, 2015 to February 29, 2016 (the "Fee Holiday"). During this time period, cardholders were not assessed any monthly fees, transaction fees, ATM fees or any other fees provided for in the fee schedule of the RushCard Cardholder Agreement effective November 17, 2014.
- b. Certain Settlement Class Members with a current RushCard account received a credit to their account in the amount of \$25.00. Certain other Settlement Class Members whose RushCard accounts were closed or otherwise inactivated were directly sent \$25.00.

HOW TO GET BENEFITS

7. How do I make a Claim?

Settlement Class Members will be reimbursed for all fees assessed on their RushCard accounts by the Rush Defendants during the period of October 12, 2015 through October 31, 2015, to the extent those fees were not previously reimbursed or credited to the Settlement Class Member's account, without submitting a Claim Form. Monthly fees assessed for the period of October 1, 2015 through October 31, 2015 will be prorated such that Settlement Class Members will be reimbursed only for the portion of the monthly fees allocable to the period from October 12, 2015 through October 31, 2015. 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. An online Claim Form is available on this website and can be filled out and submitted online. If you received an email about the Settlement, the email will have a link to the Claim Form. You can also get a paper Claim Form by calling 1-855-400-3445. We encourage you to submit a Claim online. It's faster and free. The deadline to submit a claim is August 30, 2016.

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8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for September 12, 2016. 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 of the Effective Date of the Settlement. 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 lawyers John A. Yanchunis Sr. of Morgan & Morgan and Jean Sutton Martin of the Law Office of Jean Sutton Martin PLLC as “Co-Lead Counsel” and Charles J. LaDuca of Cuneo, Gilbert & LaDuca, LLP, Michael McShane of Audet & Partners, LLP, Hunter J. Shkolnik of Napoli Shkolnik PLLC, Lewis Eidson of Colson Hicks Eidson, and Joseph G. Sauder of McCuneWright LLP as “Class Counsel.” In addition, the Court appointed Plaintiffs Stephanie Fuentes, Jetaime Howard, Mianika Smith, Shari Goodman, Jermain Hayes, Ivy Huff, John Golden, Latayqa Little, Jackie Brown, Mnemosyne Collier, Stephanie Walton, Akil Patterson, William Townsend, Marah Peterkin, and Nicole Jones to serve as the Class Representatives. They are class member like you. Class Counsel can be reached by calling 1- 813-223-5505.

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 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 in addition to the monetary relief that will be paid by or on behalf of Defendants for Approved Claims. The amount of attorneys' fees and expenses requested by Class Counsel will not exceed \$1,500,000.00. Class Counsel will also request a service award of \$500.00 for each of the Class Representatives, totaling \$7,500.00 in all. 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. The money awarded to Class Counsel and the Class Representatives will not affect the monetary relief that will be paid by or on behalf of Defendants for Approved Claims.

YOUR RIGHTS AND OPTIONS

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

In exchange for the benefits described in the Settlement Agreement, Settlement Class Members fully and irrevocably release and forever discharge Defendants and Released Parties as defined in the Settlement Agreement of and from any and all claims of any kind that have been or could have been asserted, or in the future might be asserted, in the class actions or in any proceeding by or on behalf of any and all Settlement Class Members, against any or all of the Defendants, which the Settlement Class Member ever had, now has, or hereinafter may have, in connection with the allegations, facts, events, transactions, acts, occurrences, statements, representations, omissions, or any other matter, thing or cause whatsoever, related to the alleged claims or events in the class actions or the Service Disruption.

13. What happens if I do nothing at all?

If you do nothing, you will receive reimbursement for all fees assessed on your RushCard account during the period of October 12, 2015 through October 31, 2015, to the extent those fees were not previously reimbursed or credited to your account. Monthly fees assessed for the period of October 1, 2015 through October 31, 2015 will be prorated such that you will be reimbursed only for the portion of the monthly fees allocable to the period from October 12, 2015 through October 31, 2015. With the exception of these reimbursed fees, you will receive no payment under the Settlement. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. 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 the 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 payment under the Settlement. However, you will not be in the Class and will not be legally bound by the Court's judgments related to the Class and the 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 stating that you want to be excluded from the Settlement in *Fuentes, et al. v. UniRush, LLC, et al.*, Case No. 1:15-cv-08372 (S.D.N.Y.). Your letter must also include: (1) your name and address, (2) your RushCard account number, (3) the email address you use in conjunction with your RushCard, (4) a statement that you wish to be excluded from the Class, and (5) your signature. You must mail your exclusion request postmarked no later than August 30, 2016 to:

Rush Card Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

You can't exclude yourself by phone or email. Only one individual may be excluded from the Class per each exclusion request.

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

No. Unless you exclude yourself, you give up any right to sue the 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 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 *Fuentes, et al. v. UniRush, LLC, et al.*, 1:15-cv-08372 (S.D.N.Y.) no later than August 30, 2016. Your objection should be sent to the United States District Court for the Southern District of New York at the following address:

Clerk of Court
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, New York 10007

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 *Fuentes, et al. v. UniRush, LLC, et al.*, 1:15-cv-08372 (S.D.N.Y.). Your objection must be personally signed and include the following information: (1) your name and address, (2) all arguments, citations, and evidencing supporting the objection, (3) a statement that you are part of the Settlement Class, (4) your RushCard account number, (5) the email address you used in conjunction with your RushCard, (6) a statement indicating whether you are represented by counsel in connection with the objection and (7) a statement identifying any other class action lawsuits to which you and/or your counsel has 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 must send copies of your objection and any supporting documents to both Class Counsel and the Defendants' lawyers at the addresses listed below:

Class Counsel	Defense Counsel
John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N. Franklin Street, 7th Floor Tampa, Florida 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 on August 9, 2016.

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 Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the 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 at 11:00 am on September 12, 2016, before the Honorable J. Paul Oetken at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York 10007, Courtroom 706. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, and adequate, and in the best interests of the 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 fairness hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.RushSettlement.com or through the Court's Public Access to Court Electronic Records (PACER) system at <https://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.RushSettlement.com, contact Class Counsel at 1- 813-223-5505, access the Court docket in this case through the Court's PACER system at <https://www.pacer.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007 between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

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

QUESTIONS? CALL 1-855-400-3445 TOLL FREE OR VISIT WWW.RUSHSETTLEMENT.COM