

FISHKIN LUCKS LLP
Andrew P. Fishkin, Esq. (AF-7571)
One Riverfront Plaza, Suite 410
Newark, NJ 07102
(973) 536-2800
afishkin@fishkinlucks.com
Attorneys for Defendant
The Western Union Company

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PHILIP GUARINO,
individually and as representative of a class,

Plaintiff,

v.

WESTERN UNION COMPANY,

Defendant.

Civil Action No. 20-5793

NOTICE OF REMOVAL

**TO THE CHIEF JUDGE AND JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PLEASE TAKE NOTICE that Defendant The Western Union Company (incorrectly named as “Western Union Company”) (“WU”), by and through its undersigned counsel, pursuant to 28 U.S.C. §§ 1332(d)(2), 1441, and 1446, hereby removes to the United States District Court for the District of New Jersey the action captioned *Guarino v. Western Union Company*, currently pending in the Superior Court of New Jersey, Law Division, Morris County, New Jersey, Docket No. MRS-L-000725-20 (the “State Court Action”). In support of removal, WU states:

1. On April 13, 2020, WU was served with a summons and copy of the class action complaint filed by Plaintiff Philip Guarino (“Guarino”) alleging claims individually and on behalf of a putative class against WU for: (i) fraudulent non-disclosures; (ii) fraudulent misrepresentation; (iii) negligent omissions and false representations; (iv) violation of the New Jersey Consumer

Fraud Act; and (v) breach of the implied covenant of good faith and fair dealing. A copy of the Summons and Complaint are attached hereto as **Exhibit A**.

2. The above-described action is a civil action over which this court has original jurisdiction under the provisions of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d).

3. A defendant may remove an action under CAFA if the action is (i) a putative class action, in which (ii) the total amount in controversy exceeds \$5,000,000, exclusive of interest and costs, (iii) at least one named or unnamed putative class member has diversity of citizenship with at least one defendant; and (iv) the putative class consists of 100 or more members. 28 U.S.C. §§ 1332(d)(2), (d)(5)(B). The State Court Action satisfies each of these requirements.

4. According to the Complaint, Guarino “brings this suit individually and as a class action on behalf of others similarly situated.” Compl. ¶ 20.

5. The putative class allegedly consists of as many as “millions of persons” around the world who “utilized WU to transfer money from a Western Union Agency outside the United States to the United States, or from a WU agency outside the United States to another country when payment for the transfer was debited from a U.S. bank account.” Compl. ¶ 23. Guarino alleges that the putative class was harmed by, among other things, the amount of “margin” WU adds to the exchange rate on money transfers. Compl. ¶¶ 6, 10, 15, 32-33, 35, 43, 48, 54, 60. WU customarily adds a foreign exchange rate margin to money transfers (as it properly discloses). WU collected more than \$5M in foreign exchange rate margins on money transfers sent during the unlimited period covered by Guarino’s allegations. Thus, Guarino’s claims exceed \$5 million, exclusive of interest and costs.

6. WU is a Delaware corporation with its principal place of business in Colorado.

7. A corporation is deemed a citizen of “every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business.” 28 U.S.C. § 1332(c)(1).

8. As defined, the putative class consists of WU customers who “effectuated WU money orders from outside the United States at a WU agency to the United States, or to other countries when WU was paid with funds debited from a United States bank account.” Compl. ¶ 20. Accordingly, the putative class of as many as “millions of persons” includes at least one unnamed member who is a citizen or subject of a foreign state or a citizen of a state other than Delaware or Colorado.

9. Accordingly, this Court has original jurisdiction over the above-described matter under 28 U.S.C. § 1332(d), and this action is properly removable to this court pursuant to 28 U.S.C. § 1441(a), which states that “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or defendants, to the district court of the United States for the district and division embracing the place where such action is pending.”

10. The United States District Court for the District of New Jersey is the proper court for removal of this action, which was commenced in Morris County, New Jersey.

11. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because it was filed with the United States District Court for the District of New Jersey within thirty (30) days of April 13, 2020, the date on which the Summons and Complaint were served upon WU.

12. Pursuant to 28 U.S.C. § 1446(d), upon the filing of this Notice of Removal, WU will provide written notification to Guarino and will file a copy of the Notice of Removal with the Clerk of Court in the Superior Court of New Jersey, Law Division in Morris County, New Jersey.

WHEREFORE, Defendant WU hereby removes *Guarino v. Western Union Company*, Case No. MRS-L-000725-20, currently pending in the Superior Court of New Jersey, Law Division, Morris County, New Jersey, to the District Court for the District of New Jersey, pursuant to 28 U.S.C. §§ 1332(d), 1441 and 1446.

Dated: May 12, 2020

s/ Andrew P. Fishkin

Andrew P. Fishkin, Esq.

FISHKIN LUCKS LLP

One Riverfront Plaza, Suite 410

Newark, NJ 07102

(973) 536-2800

afishkin@fishkinlucks.com

Attorneys for Defendant

The Western Union Company

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Pursuant to Local Civil Rule 11.2, defendant The Western Union Company (incorrectly named as “Western Union Company), by its attorneys, hereby certifies that the matter in controversy is to its knowledge not the subject of any other action pending in any court, or of any pending arbitration or administrative proceedings.

Dated: May 12, 2020

s/ Andrew P. Fishkin

Andrew P. Fishkin, Esq.

EXHIBIT A

SUMMONS

Attorney(s) Guarino & Co. Law Firm, LLC

Office Address 300 Main Street, Suite 552

Town, State, Zip Code Madison, NJ 07940

Telephone Number 973/615-1791

Attorney(s) for Plaintiff _____

PHILIP GUARINO

Plaintiff(s)

vs.

WESTERN UNION COMPANY

Defendant(s)

**Superior Court of
New Jersey**

Morris County

Law _____ Division

Docket No: MRS-L-000725-20

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.


Clerk of the Superior Court

DATED: 03/23/2020

Name of Defendant to Be Served: WESTERN UNION COMPANY

Address of Defendant to Be Served: 7001 E. Belleview Ave., Denver, CO 80237

PHILIP L. GUARINO, ESQ.
GUARINO & CO. LAW FIRM, LLC
Attorney I.D. # 027561982
300 Main Street, Suite 552
Madison, NJ 07940
973/615-1791
Fax: 973/528-0635
e-mail: guarinolaw@gmail.com
Attorneys for Plaintiff

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION –MORRIS COUNTY

Docket No.

	:	
PHILIP GUARINO,	:	
individually and as representative of	:	
a class,	:	COMPLAINT AND DEMAND
	:	FOR TRIAL BY JURY
Plaintiff,	:	
	:	
v.	:	
	:	
WESTERN UNION COMPANY,	:	
	:	
Defendant.	:	
	:	

Plaintiff Philip Guarino (“Guarino”), individually and on behalf of the class identified *infra*, by way of complaint against Western Union Company (“WU”), alleges:

PARTIES

1. Guarino is an attorney-at-law of the State of New Jersey, and the sole principal of Guarino & Co. Law Firm, LLC whose principal office is located in Madison, New Jersey.
2. WU is engaged in the business of effectuating money orders worldwide. It generally does business within the entire State of New Jersey. On its website, WU represents that it “moved more than \$300 billion in principal around the world in 2018”; it “completed 34 transactions each second in 2018”; it has over “5,000+ agents around the globe”; it is in

over “200+ countries and territories;” and it has “the capability to send money to billions of accounts worldwide.”

BACKGROUND

3. Guarino has often sent money orders to New Jersey in the United States and to Canada from France. He has sent scores of money orders to New Jersey in the United States and to Canada, beginning as early as 2008, and even prior thereto, and continuing until March 9, 2020. As but a small sampling, Guarino sent WU money orders to New Jersey in the United States on the following dates and in the following amounts (disclosed WU transfer fee included, as well as hidden, non-disclosed, onerous and unconscionable margin that was applied by WU to foreign exchange rate): September 17, 2008 (329€); November 12, 2008 (329€); March 3, 2009 (329€); March 12, 2009 (329€); March 19, 2009 (249.56€); April 17, 2009 (329€); July 8, 2009 (329€); October 9, 2009 (329€); November 21, 2009 (329€); December 24, 2009 (344€); January 7, 2010 (329€); February 27, 2010 (638€); November 27, 2010 (150€); December 31, 2010 (255.40€); January 22, 2011 (252.30€); February 11, 2011 (255.08€); July 9, 2011 (395.65€); July 23, 2011 (425€); November 24, 2011 (258.15€); March 12, 2016 (722.62€); December 6, 2016 (1,523.29€) October 4, 2017 (151.47€); November 4, 2017 (391.07); February 1, 2018 (597.72€); October 29, 2018 (501.41€); March 29, 2019 (526.09€).

4. The latest money order sent by Guarino to Canada from France was on March 9, 2020, in the amount of 1,582.12€ plus 64€ of disclosed fees, for a total of 1,646.12€. *See* Western Union Receipt, annexed as **Exhibit A**. The exchange rate used by WU to convert Euros to Canadian Dollars was 1 Eur = 1.3557741 CAD. The market foreign exchange rate on that day for conversion of a Euro to a Canadian Dollar, however, was 1 Eur = 1.56 CAD.

See Historical Foreign Exchange Rates, annexed as **Exhibit B**. The money order was paid for with Guarino's debit card linked to a New Jersey bank, from which New Jersey bank account money was debited.

5. Prior to accepting the money orders, WU did not advise Guarino and does not advise consumers who appear at foreign WU locations (including post offices and merchants authorized to act as WU agents) to send money that in addition to the disclosed transfer fee charged it will **also** drastically manipulate the foreign exchange rate in its favor by adding an onerous and unconscionable "margin" so as to reap additional, non-disclosed fees. Hence, WU stripped Guarino and other consumers of any ability to make an informed choice as to whether to utilize WU services. Nor did WU advise Guarino and it does not advise consumers who appear at foreign WU locations that, depending upon the amount of the money transfer, not all WU agencies in the United States or Canada will be able to immediately pay the transferee the amount of cash transferred. Indeed, the money transferred by Guarino on March 9, 2020 was only able to be paid to the transferee a full three days later on March 12, 2010, because the WU agency did not have sufficient cash to pay the transferee. WU, however, represents that money transfers are "available in minutes" to the transferee.

6. On the back of the WU form provided to WU customers such as Guarino who utilized foreign WU agencies, general conditions are set forth. Although these general conditions state that WU will increase the interbank exchange rate (nowhere defined) by a certain margin, the amount of the margin is not disclosed and is not otherwise readily discernable by the consumer; moreover, WU does not advise or disclose to consumers appearing at foreign WU agencies that *any* margin at all is applied. WU never discloses in its general conditions or otherwise that an onerous, unconscionable margin will be applied.

Although WU is careful to disclose the transfer fee charged on the front of the WU form, as well as the foreign exchange rate actually utilized (which includes the undisclosed margin), WU is very careful not to disclose on the front of the WU form the amount of margin added to the foreign exchange rate, or any other information necessary to enable the consumer to understand how WU has utilized a foreign exchange rate that is far less favorable to the consumer than *either* the market or interbank exchange rates applicable at the time of the transaction. WU deceives the consumer.

7. The general conditions on the back of the WU form are, in any event, ineffectual and the WU form is a contract of adhesion whose terms cannot be changed or altered by a consumer. Although WU boasts that it is a global organization, the general conditions provided to consumers on the back of the WU form (and everything on the front of the form) are in a foreign language! WU does not even provide the general conditions in English, or in any other language other than that of the country in which the foreign WU agency is located. Moreover, the general conditions are in ridiculously small fine print on the back of a form which is not even detached from other forms and given to the consumer independently of the other forms until after the form is signed and the transaction is completed. Although several versions of this form have been utilized by WU over the years, no form contains any acknowledgement on the front of the WU form that the consumer has read and understood the general conditions other than in a foreign language. The failure of WU to provide a copy of the signed form contract to consumers until after the transaction is completed violates the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2.22. No WU form ever reveals in any language the amount of margin added by WU to the foreign exchange rate.

8. In its general conditions on the back of the form in fine print and in a foreign language, WU states that the exchange rate utilized is the WU exchange rate that prevails at the time of the transaction. This is false and misleading, because prevailing foreign exchange rates posted by WU on its online web sites as being used by WU are systematically more favorable to the consumer than those actually utilized by WU at its foreign agencies. WU never discloses to consumers utilizing WU foreign agencies that they could obtain better foreign exchange rates online.

9. WU has a working online site (<https://onlinefx.westernunion.com/>) on which WU represents and purports to provide consumers with the exchange rate that will be utilized by WU on any particular day. On March 9, 2020, the day of the last money order by Guarino to Canada, WU posted on its site that a money order of 1€ would cause the transferee to receive approximately \$1.56 CAD. Yet, on that same day when effectuating the Guarino money order, the exchange rate actually utilized by WU for the transaction instead yielded only \$1.3557741 CAD to the recipient of the funds.

10. The WU rates represented by WU on its site are false, and the difference in yield between the rate represented (generally the market rate) and the rate actually utilized by WU at foreign agencies is significant.

11. For example, for the amount transferred by Guarino on March 9, 2020 (1,582.12€), at the exchange rate represented by WU of 1 EUR = \$1.56 CAD on the WU online site (<https://onlinefx.westernunion.com/>), which was the approximate market rate that day, there should have been a yield to the recipient of \$2,468.10 CAD. Yet the yield was but \$2,145 CAD—a difference of \$323.10 CAD. Hence, because of the undisclosed and hidden margin added by WU to the interbank exchange rate (nowhere defined), there was a

difference of \$323.10 CAD, or approximately 208€, which translates into approximately 13% of the total transaction amount. WU falsely creates the impression that it is sending money for a reasonable fee, because WU represents that there is but a small “transfer fee” but (i) fails to disclose that it is applying an onerous and unconscionable margin to the foreign exchange rate, and (ii) wholly independently falsely represents online the use by it of an excellent foreign exchange rate that generally is the market rate.

12. At another of its online sites (www.westernunion.com), WU purports to allow consumers to calculate what it will cost to send money through WU. A consumer who utilizes the site will be provided with a “transfer fee” figure for the purported cost of the transaction. The figure provided by WU is false and misleading, because it does not disclose to the consumer that the consumer also is being charged an exchange rate margin added by WU in addition to the disclosed transfer fee, and does not disclose the amount of that margin. The site thus does not permit the consumer to understand the onerous, unconscionable exchange rate that will be utilized by WU. The exchange rate on the WU online site is false because it is more favorable to the consumer than that actually charged the consumer at WU foreign agencies.

13. Although in WU’s general conditions and in an online footnote WU states that it “makes money” on the foreign exchange rate, WU does not disclose to consumers the amount of the margin that it adds to the foreign exchange rate, and does not disclose that the margin is onerous and unconscionable. Although in an online footnote (only) WU also states that the foreign exchange rate utilized at WU agencies “may” differ from that utilized for online money transfers, such representation is false because the foreign exchange rate utilized at WU agencies **always** is different, and **always** is less favorable to the consumer. Prior to accepting

and finalizing money transfer transaction at foreign WU agencies, WU never discloses to consumers that WU makes money on the foreign exchange rate in addition to the transfer fee that WU charges, or that the foreign exchange rate utilized at the agency is less favorable than that utilized if a money transfer is effectuated online.

14. WU does not advise consumers of the percentage margin that it adds to foreign exchange rates, so as to conceal the onerous and unconscionable margin that it in fact applies. Through its online website WU intentionally creates the impression that the transaction is not expensive by advertising a relatively modest transaction fee, when in reality the transaction is highly expensive due to the hidden margin added to the foreign exchange rate, which WU does not disclose.

15. To illustrate the onerous, unconscionable hidden foreign exchange margin utilized by WU, on March 17, 2020 the market exchange rate for conversion of Euros to U.S. Dollars was 1 EUR = \$1.09746 USD. See **Exhibit C**. Hence, for every 100€ a transferee would receive approximately \$110 at the market exchange rate. The rate utilized by WU on this same day on its online site to estimate transaction fees (www.westernunion.com), however, was instead 1 EUR = 1.0536 USD, **plus** a disclosed transaction fee of 2.90€ (\$3.19). See WU Transaction Fee Calculation, annexed as **Exhibit D**. Hence, for every 100€ sent by WU on March 17, the transferee would receive but approximately \$105, instead of a fair market rate of \$110. The margin added to the market foreign exchange rate equals approximately 5% of the total amount of the transaction, and a transfer fee of 2.9% *also* must be paid to WU.

16. A consumer making the above transfer at a foreign WU agency would not be advised that the margin added by WU to the foreign exchange rate equals some 5% of the

total transaction cost, and that this hidden fee is being paid in addition to the disclosed transfer fee. Hence, the consumer is stripped of any ability to make an informed choice as to whether to utilize WU services. Moreover, the consumer appearing on March 17 at a foreign WU agency to transfer 100€ would not even have been afforded the foreign exchange rate of 1 EUR = \$1.0536 USD as advertised and represented by WU; the actual foreign exchange rate would have been much less favorable to the consumer—a fact not disclosed by WU.

17. WU also fails to disclose to consumers that the more money one transfers, the better the foreign exchange rate utilized by WU is for the consumer, and the better the chance that there will be a lesser or even no transfer fee charged by WU to the consumer. For example, using its online site (www.westernunion.com) on March 17, 2020 to determine the cost to send 100€ to the United States in U.S. dollars, WU represented that the foreign exchange rate applied to the transaction was 1 EUR = \$1.0536 USD, meaning that the transferee would have received \$105 USD and the sender would have paid a 2.90€ transaction fee. *See **Exhibit D***. If a WU customer were sending \$5,000, however, the rate applied to the transaction would have been 1 EUR = \$1.0741 USD, and there would have been but a 1€ transfer fee charged. *See WU Fee Calculation, annexed as **Exhibit E***. Because WU fails to disclose that its foreign exchange rates and fees are better for the consumer if the consumer transfers more money, no consumer would know this without performing a comparative analysis online. Certainly no consumer walking into a foreign WU agency to transfer money would know this, because WU fails to disclose it. This non-disclosure by WU again enables it to unfairly extort money from consumers, because it results in consumers being unaware of the harm in sending multiple money orders over a relatively short time

frame, as opposed to sending one larger money order and thereby saving money to the detriment of WU.

18. WU also fails to advise and disclose to consumers who send money from foreign WU agencies that it may be less expensive to pay for a money order using cash, as opposed to a debit card. Indeed, on its online site WU represents that for 1€ sent to Canada, the cost using a credit card is 4.90€, whereas WU represents the cost using cash to be but 2.90€. Nowhere does WU disclose to persons utilizing a foreign WU agency that it is more economical for the consumer to utilize cash.

19. WU also fails to advise and disclose to consumers who send money from foreign WU agencies that, depending on the amount of the money transfer, the transferee may be unable to immediately receive cash at a WU agency close by. WU misrepresents that money transfers are available to transferees “in minutes,” when such is not always the case. WU fails to assure that its agencies have sufficient cash on hand; it is in WU’s interest not to so assure, as the longer it takes for a transferee to be paid the longer WU has interest-free use of the money transferred.

CLASS ALLEGATIONS

20. Plaintiff brings this suit individually and as a class action on behalf of others similarly situated who effectuated WU money orders from outside the United States at a WU agency to the United States, or to other countries when WU was paid with funds debited from a United States bank account (the “Class”), pursuant to New Jersey Court Rule 4:32. Subject to additional information obtained through further investigation and/or discovery, the definition of the Class may be expanded or narrowed.

21. The proposed Class consists of all persons who at any point sent a WU money order from a WU agency outside the United States to the United States, or to other countries when WU was paid with funds debited from a United States bank account.

22. This action has been brought and may properly be maintained as a class action pursuant to New Jersey Court Rule 4:32, because plaintiff's claims are typical of those of the Class members, as all are based upon the same facts and legal theories.

23. The Class has a well-defined community interest in the litigation:

Numerosity: The members of the Class are so numerous that joinder of all members is impracticable. On its website, WU boasts that "in 2018 we completed more than 800 million transactions." The Class is believed to be comprised of persons who utilized WU to transfer money from a Western Union agency outside the United States to the United States, or from a WU agency outside the United States to another country when payment for the transfer was debited from a U.S. bank account. The identities of all Class members are readily ascertainable from WU records, and are estimated to total many thousands if not millions of persons.

Commonality: Common question of law and fact exist as to all members of the Class. These common questions predominate over questions affecting only individual Class members, and include:

- a. Whether WU failed to disclose to consumers appearing at a foreign WU agency to send money, **prior to** their transactions being effectuated, a material fact, namely, that WU would add a margin to the foreign exchange rate utilized by WU to the detriment of consumers.
- b. Whether WU failed to disclose to consumers appearing at a foreign WU agency to send money a material fact, namely, the amount of the margin that would be applied to the foreign exchange rate utilized by WU to the detriment of consumers.
- c. Whether WU misrepresented the amount of the total cost to send money by consumers appearing at a foreign WU agency.
- d. Whether WU failed to disclose to consumers appearing at a foreign WU agency to send money a material fact, namely, that it is less expensive to pay for a money order using cash, than it is by using a debit card.
- e. Whether WU failed to disclose to consumers appearing at a foreign WU agency that WU applies a better foreign exchange rate and charges less of a transfer fee if more rather than less money is sent.

- f. Whether WU intentionally concealed material facts from consumers appearing at foreign WU agencies to send money.
- g. Whether WU falsely represented to consumers appearing at foreign WU agencies that the only fee charged was the “transfer fee” disclosed by WU.
- h. Whether WU falsely represented to consumers appearing at foreign WU agencies that the foreign exchange rate utilized by WU was that in effect and utilized by WU, when in reality the rate was less favorable to consumers than that in effect and utilized by WU as represented on its online websites.
- i. Whether WU failed to disclose to consumers appearing at foreign WU agencies that they could obtain better foreign exchange rates if they transferred money via WU online.
- j. Whether WU falsely represented to consumers online that foreign exchange rates utilized at WU agencies “may” differ from those utilized by WU online, when WU knew that the rates utilized by WU in foreign agencies always were far less favorable to consumers than those represented by WU online.
- k. Whether WU violates the New Jersey Consumer Fraud Act by failing to provide consumers with the contracts signed by them at the time of signing;
- l. Whether WU falsely represents to consumers that money transferred is available “in minutes.”

Typicality: Plaintiff’s claims are typical of the claims of the members of the Class. Plaintiff and all members of the Class have claims arising out of defendant’s common uniform course of conduct complained of herein.

Adequacy: Plaintiff will fairly and adequately protect the interests of the Class members insofar as plaintiff has no interests that are adverse to the absent Class members. Plaintiff is committed to vigorously litigating this matter. Plaintiff and his law firm are experienced in litigating complex legal issues, including New Jersey Consumer Fraud Act cases, fraud and misrepresentation cases, and class actions. Neither plaintiff nor his law firm has any interest which might cause them not to vigorously pursue the instant class action lawsuit.

Superiority: A class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

24. Based upon discovery and further investigation, plaintiff may move for class certification using modified definitions of the Class, Class Claims, and the Class Period, or seek class certification only as to particular issues.

COUNT ONE
(FRAUDULENT NON-DISCLOSURES)

25. Plaintiff incorporates the previous allegations as if fully set forth herein.

26. The fact that WU adds a margin to foreign exchange rates is material.

27. The amount of the margin added by WU to foreign exchange rates is material.

28. The fact that it is more expensive to pay for WU money orders by using a debit card than by paying cash is material.

29. The fact that WU provides a better foreign exchange rate and charges less of a transfer fee if more rather than less money is sent, is material.

30. The fact that cash sent through WU may not be immediately available to a WU transferee is material.

31. The fact that WU affords consumers a better foreign exchange rate if money transfers are effectuated online as opposed to at foreign WU agencies, is material.

32. WU failed to disclose the above material facts to Guarino and other similarly situated consumers each and every time that WU effectuated a money order transaction from a foreign WU agency for Guarino or such other consumer members of the Class. Apart from the transactions detailed above at paragraph 3 and at **Exhibit A**, records of all such transactions are uniquely within the possession and knowledge of WU.

33. WU's failure to disclose was intentional, and intended to enable WU to reap greater profit on each transaction.

34. WU had particular, exclusive knowledge of the material facts which it did not disclose, and had a duty to disclose them to Guarino and other consumers similarly situated because such facts were material to the transaction. Moreover, WU affirmatively concealed such facts from Guarino and other consumer members of the Class for its own benefit.

35. Guarino and other consumer Class members were damaged because of WU's fraudulent non-disclosure of material facts, as they entered into transactions and were charged more by WU than that which it had caused them to believe would be the case.

**COUNT TWO
(FRAUDULENT MISREPRESENTATION)**

36. Plaintiff incorporates the previous allegations as if fully set forth herein.

37. WU knowingly misrepresented material facts to Guarino and other consumer members of the Class each and every time that WU effectuated a money order transaction from a foreign WU agency for Guarino or such other consumer members of the Class. Apart from the transactions detailed above at paragraph 3 and at **Exhibit A**, records of all such transactions are uniquely within the possession and knowledge of WU.

38. In affirmatively providing limited material facts concerning particular money transfer transactions, WU falsely represented to Guarino and to consumers that the transfer fee was the only fee being charged, when WU was in fact adding a margin to the foreign exchange rate utilized by WU without disclosing the onerous and unconscionable nature of the margin.

39. WU also falsely represented to Guarino and to consumers that the WU foreign exchange rate then in effect was utilized by WU, when in fact the foreign exchange rate charged by WU at foreign WU agencies was far less favorable to consumers than that posted by WU online on WU websites.

40. WU also falsely represented to Guarino and to consumers that the foreign exchange rate utilized at WU agencies “may” differ from that utilized for online transfers, when WU knew that the rate utilized at WU agencies **always** differs, and **always** is less favorable to the consumer.

41. WU also falsely represented to Guarino and to consumers that money transferred is available to the transferee in “minutes,” when it may often take days for the transferee to be paid in cash because WU does not assure that its agencies have sufficient cash on hand so that WU can unfairly have interest-free use of the money transferred.

42. WU intended that Guarino and other consumer Class members rely and act upon its false representations, and Guarino and other Class members reasonably so relied without knowledge of the falsity of WU’s misrepresentations.

43. WU and other consumer Class members were damaged as a direct result of WU’s fraudulent misrepresentations, as they entered into transactions and were charged more by WU than that which it had caused them to believe would be the case.

**COUNT THREE
(NEGLIGENT OMISSIONS AND FALSE REPRESENTATIONS)**

44. Plaintiff incorporates the previous allegations as if fully set forth herein.

45. WU’s non-disclosures and misrepresentations, as detailed above, were negligently or recklessly made.

46. Guarino and similarly situated consumers, to whom WU owed a duty to act with care, were damaged by the negligence and recklessness of WU.

47. It was foreseeable by WU that Guarino and similarly situated consumers would be injured by WU’s non-disclosures and misrepresentations.

48. Guarino and other consumers forming the Class have suffered damage as a result of WU's negligent non-disclosures and misrepresentations.

**COUNT FOUR
(VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT)**

49. Plaintiff incorporates the previous allegations as if fully set forth herein.

50. By agreeing to transfer money in exchange for a fee, WU engaged in a "sale" as that term is defined by NJSA 56:8-1(e).

51. Plaintiff and members of the Class are "persons" as that term is defined by NJSA 56:8-1(d).

52. An "unlawful practice" is defined by NJSA 56:8-2 as the "use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby."

53. WU engaged in unlawful practices, in that it concealed material facts from Guarino and the Class members, misrepresented material facts to Guarino and the Class members and acted unconscionably each and every time that WU effectuated a money order transaction from a foreign WU agency for Guarino or such other consumer members of the Class. Apart from the transactions detailed above at paragraph 3 and at **Exhibit A**, records of all such transactions are uniquely within the possession and knowledge of WU. WU violated the New Jersey Consumer Fraud Act by:

- Failing to disclose that WU was adding a margin to the foreign exchange rates prior to the transactions being effectuated;
- Failing to disclose the amount of the margin;
- Failing to disclose that the amount of the margin added to foreign exchange rates was onerous and unconscionable;
- Stripping Guarino and Class members of the ability to form an informed decision as to whether to utilize WU's services;
- Failing to disclose that it is cheaper to send money by paying cash than by utilizing a debit card;
- Failing to disclose that consumers can obtain better exchange rates from WU and pay less transfer fees to it if they send more rather than less money;
- Misrepresenting that the prevailing WU foreign exchange rate would be utilized;
- Misrepresenting that the transfer fee was the only amount charged by WU;
- Misrepresenting that the foreign exchange rate being utilized was that in effect and utilized by WU, when in reality the rate was less favourable to consumers than that in effect and utilized by WU as represented on its online websites;
- Failing to disclose that consumers can obtain better foreign exchange rates if they transfer money with WU online;

- Misrepresenting that rates utilized at WU agencies “may” differ from those utilized by WU online, when WU knew that the rates utilized by WU in foreign agencies always were far less favourable to consumers than those represented by WU online;
- Failing to provide consumers with the contracts signed by them at the time of signing; and
- Misrepresenting that transferees can receive cash transferred in “minutes.”

54. Pursuant to NJSA 56:8-2.11 and 2.12, as well as NJSA 56:8-19, WU is liable to Guarino and the Class members for treble the amount of all monies paid by Guarino and Class members in undisclosed and/or misrepresented margins and fees, as said monies were acquired through WU’s unlawful practices. Pursuant to NJSA 56:8-19 WU also is liable for reasonable attorneys’ fees, filing fees, and costs.

**COUNT FIVE
(BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING)**

55. Plaintiff incorporates the previous allegations as if fully set forth herein.

56. Every transaction in which WU agreed to send money for Guarino and other Class members involved a contract.

57. Apart from the transactions detailed above at paragraph 3 and at **Exhibit A**, records of all such contracts are uniquely within the possession and knowledge of WU.

58. Implied in each contract was a duty of good faith and fair dealing.

59. WU breached the implied covenant of good faith and fair dealing as regards each transaction in which it agreed to send money for Guarino and other Class members, in that, *inter alia*, it acted onerously and unconscionably by:

- Failing to disclose that WU was adding a margin to foreign exchange rates prior to the transactions being effectuated;
- Failing to disclose the amount of the margin;
- Failing to disclose that the amount of the margin added to foreign exchange rates was onerous and unconscionable;
- Stripping Guarino and class members of the ability to form an informed decision as to whether to utilize WU's services;
- Failing to disclose that there would have been less fees had cash been paid for the money orders, as opposed to using a debit card;
- Failing to disclose that consumers can obtain better exchange rates from WU and pay less transfer fees to it if they send more rather than less money;
- Misrepresenting that the prevailing WU foreign exchange rate would be utilized;
- Misrepresenting that the transfer fee was the only amount charged by WU;
- Misrepresenting that the foreign exchange rate being utilized was that in effect and utilized by WU, when in reality the rate was less favourable to consumers than that in effect and utilized by WU as represented on its online websites;

- Failing to disclose that consumers can obtain better foreign exchange rates if they transfer money with WU online;
- Misrepresenting that rates utilized at WU agencies “may” differ from those utilized by WU online, when WU knew that the rates utilized by WU in foreign agencies always were far less favourable to consumers than those represented by WU online;
- Failing to provide consumers with the contracts signed by them at the time of signing; and
- Misrepresenting that transferees can receive cash transferred in “minutes.”

60. Guarino and consumers forming the Class were damaged as a result of WU’s breach of the implied covenant of good faith and fair dealing.

WHEREFORE, plaintiff, individually and on behalf of the Class, demands judgment against WU as follows:

COUNT ONE: For compensatory damages, punitive damages, costs of suit, and pre- and post-judgment interest.

COUNT TWO: For compensatory damages, punitive damages, costs of suit, and pre- and post-judgment interest.

COUNT THREE: For compensatory damages, costs of suit, and pre- and post-judgment interest.

COUNT FOUR: For treble damages pursuant to NJSA 56:8-19, and for an award of reasonable attorneys’ fees, filing fees and costs pursuant to NJSA 56:8-19, plus pre- and post-judgment interest.

COUNT FIVE: For compensatory damages, costs of suit, and pre- and post-judgment interest.

ON ALL COUNTS: For such other and further relief as the Court may deem appropriate, just and equitable.

GUARINO & CO. LAW FIRM, LLC
Attorneys for Plaintiff

BY: 

Philip L. Guarino

300 Main Street, Suite 552
Madison, NJ 07940
Telephone: 973/615-1791
Fax: 973/528-0635
E-Mail: guarinolaw@gmail.com

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury of all issues so triable.

GUARINO & CO. LAW FIRM, LLC
Attorneys for Plaintiff

BY: 

Philip L. Guarino

300 Main Street, Suite 552
Madison, NJ 07940
Telephone: 973/615-1791
Fax: 973/528-0635
E-Mail: guarinolaw@gmail.com

CERTIFICATION

The undersigned certifies that, to the best of his knowledge:

1. The matter in controversy is not the subject of any other action or proceeding in any Court, or of a pending arbitration proceeding.
2. No other action or arbitration proceeding is contemplated concerning the matter in controversy.
3. There are no other parties who should be joined in this action.

GUARINO & CO. LAW FIRM, LLC
Attorneys for Plaintiff

BY: 

Philip L. Guarino

300 Main Street, Suite 552
Madison, NJ 07940
973/615-1791
Fax: 973/528-0635
e-mail: guarinolaw@gmail.com
Attorneys for Plaintiff

EXHIBIT A

RECEPISSE D'EMISSION WESTERN UNION

EXPEDITEUR : M. GUARINO PHILIPPE **Tél :** +33 621323189

Adresse : 1249 CHEMIN DES CABRIERES VILLA 21
06250 MOUGINS FRANCE

BENEFICIAIRE : MME GUARINO ALEXANDRE **Tél :**
Adresse : CANADA

N° d'identification (MTCN) : 8203688383
Date : 09/03/2020
Bureau : 292200 PONT L. ABBE
Montant à transférer : 1582,12 EUR
Frais d'envoi : 64,00 EUR
Montant total : 1646,12 EUR

Pays de destination : CANADA
ID : CNI / N° 110406100151 / 01.04.2011 / 20.12.1957 / NEWYORKETATSUNIS

Western Union Payment Services Ireland Limited est responsable du traitement de vos données à caractère personnel lorsque vous utilisez nos services en agence, bureau transactionnel, ou nos services digitaux, dans le cadre notamment des transferts d'argent, des paiements de factures et des programmes de fidélité. Nous utilisons ces informations pour effectuer les transferts d'argent, vous offrir des services et nous conformer aux obligations légales applicables. Nous pouvons recourir à des tiers pour authentifier votre identité et gérer les risques liés à la fraude. Nous pouvons transférer vos données à caractère personnel dans nos centres de données aux Etats-Unis. Vous avez le droit d'accéder, de corriger, d'effacer, de demander la limitation de traitement et la portabilité de vos données à caractère personnel sous réserve des conditions prévues par la réglementation sur la protection des données personnelles ainsi que le droit de vous opposer au traitement des données en appelant le 0 800 900 191 ou en visitant le site westernunion.com/fr/fr/contact-us.html. Pour plus d'informations concernant nos procédures en matière de données à caractère personnel, vous pouvez demander à notre agent de vous remettre une copie de notre notice d'information détaillée «Déclaration de protection des données».

Montant transféré : 2145,00 CAD
Taux de change : 1 EUR = 1.3557741 CAD
Référence : 292200C090000430

SOUS-PREFECTURE / GRASSE

Vous êtes tenu de vous présenter aux fins de paiement de vos transferts d'argent Western Union à l'agence de destination. Vous devez vous présenter à l'agence de destination dans un délai de 15 jours à compter de la date de l'émission de la facture. Si vous ne vous présentez pas à l'agence de destination dans ce délai, vous serez considéré comme ayant refusé le paiement et les fonds transférés seront reversés à l'agence d'origine. Vous devez vous présenter à l'agence de destination avec un document d'identité valide et une photo d'identité récente. Si vous ne vous présentez pas à l'agence de destination dans ce délai, vous serez considéré comme ayant refusé le paiement et les fonds transférés seront reversés à l'agence d'origine.

Protégez-vous contre les fraudes : Utilisez les services Western Union uniquement pour envoyer de l'argent aux membres de votre famille ou à vos amis. N'envoyez jamais de l'argent à quelqu'un que vous n'avez jamais rencontré en personne. Les fraudeurs essaient parfois d'obtenir des transferts d'argent de leurs victimes. Ne transférez jamais de l'argent dans les cas suivants : pour un cas d'urgence dont vous n'avez pas eu confirmation, pour un achat en ligne, pour une protection anti-virus, pour un paiement lié à un bien locatif tel qu'un dépôt ou acompte, pour récupérer des gains dans le cadre d'une loterie ou d'un concours, pour le paiement de charges ou taxes, pour un don à une association caritative, pour une offre d'emploi, pour l'évaluation d'un service, pour payer des frais liés à une carte de crédit ou un prêt, pour résoudre une question d'immigration, dans le cadre d'un paiement faisant suite à un appel de télémarketing. Aux Etats-Unis, les télévendeurs n'ont pas le droit de vendre un produit par téléphone et d'en recevoir le paiement par transfert d'argent, c'est illégal. Si vous transférez de l'argent à une personne, elle recevra les fonds rapidement. Une fois l'argent versé, Western Union n'est pas en mesure, sauf dans des circonstances limitées, de vous rembourser même si vous êtes victime d'une fraude. Si vous pensez être victime d'une fraude, appelez l'assistance téléphonique Western Union dédiée à la fraude au 0 805 980 074.

Protection des données : Western Union Payment Services Ireland Limited est responsable du traitement de vos données à caractère personnel lorsque vous utilisez nos services en agence, bureau transactionnel, ou nos services digitaux, dans le cadre notamment des transferts d'argent, des paiements de factures et des programmes de fidélité. Nous utilisons ces informations pour effectuer les transferts d'argent, vous offrir des services et nous conformer aux obligations légales applicables. Nous pouvons recourir à des tiers pour authentifier votre identité et gérer les risques liés à la fraude. Nous pouvons transférer vos données à caractère personnel dans nos centres de données aux Etats-Unis. Vous avez le droit d'accéder, de corriger, d'effacer, de demander la limitation de traitement et la portabilité de vos données à caractère personnel sous réserve des conditions prévues par la réglementation sur la protection des données personnelles ainsi que le droit de vous opposer au traitement des données en appelant le 0 800 900 191 ou en visitant le site westernunion.com/fr/fr/contact-us.html. Pour plus d'informations concernant nos procédures en matière de données à caractère personnel, vous pouvez demander à notre agent de vous remettre une copie de notre notice d'information détaillée «Déclaration de protection des données».

En signant ce formulaire, je confirme avoir pris connaissance de l'avertissement contre les fraudes et déclare n'effectuer de transfert de fonds pour aucune des raisons précitées. Je reconnais avoir pris connaissance et accepté les conditions générales de service Western Union figurant au recto et verso de ce document.

J'accepte de recevoir des communications électroniques de marketing, sur les services, offres ou promotions de Western Union. Je peux révoquer ou modifier ce consentement au 0800 900 191* ou sur www.westernunion.com/fr/fr/contact-us.html

SIGNATURE DU CLIENT : _____ **SIGNATURE DE L'AGENT :** _____

La Banque Postale, agent de Western Union.
Western Union Payment Services Ireland Limited, Unit 9, Richeview Office Park, Clonskeagh, Dublin 14, Ireland.
Pour toute autre demande, veuillez contacter le 09 69 36 60 50

FEUILLET À CONSERVER PAR LE CLIENT

07/2018 WU01 - DAP0 n° 631047

EXHIBIT B

The Euro to Canadian Dollar Historical Exchange Rates Conversion Page.

Converting Euros into Canadian Dollars over the past 365 days were done using the below spot market rates.

Year-to-Date Performance for the Euro to Canadian Dollar Exchange Rate

Best Exchange Rate: 1.584 on 18/03/2020

Worst Exchange Rate: 1.4291 on 19/02/2020

Mid Exchange Rate: 1.4669 on 02/11/2019

Today's Live Rate: 1 EUR = 1.5857 CAD

Best Retail Rate: 1 EUR = 1.5746 CAD

Indicative Bank Rate: 1 EUR = 1.5235 CAD

[Find Out More](#)

March 2020						
SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Historical Graph For Converting Euros into Canadian Dollars

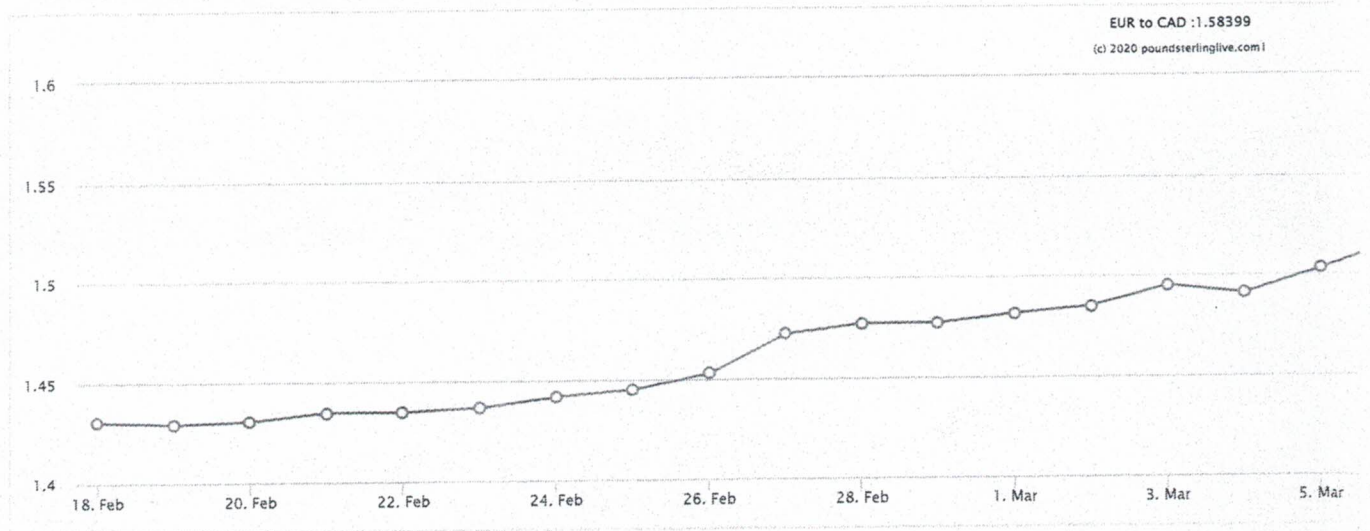
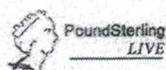


Table of 1 Euro to Canadian Dollar Exchange Rate for Past 365 Days

[Invert table to CAD/EUR](#)

Date		Open	Close	Mid	Link
Wednesday 18 March 2020	1 EUR	1.5685 CAD	1.5840 CAD	1.5747 CAD	Euros to Canadian Dollars rate for 18/03/2020
Tuesday 17 March 2020	1 EUR	1.5640 CAD	1.5685 CAD	1.5569 CAD	Euros to Canadian Dollars rate for 17/03/2020
Monday 16 March 2020	1 EUR	1.5381 CAD	1.5636 CAD	1.5501 CAD	Euros to Canadian Dollars rate for 16/03/2020
Sunday 15 March 2020	1 EUR	1.5322 CAD	1.5381 CAD	1.5402 CAD	Euros to Canadian Dollars rate for 15/03/2020
Saturday 14 March 2020	1 EUR	1.5322 CAD	1.5322 CAD	1.5322 CAD	Euros to Canadian Dollars rate for 14/03/2020
Friday 13 March 2020	1 EUR	1.5590 CAD	1.5322 CAD	1.5469 CAD	Euros to Canadian Dollars rate for 13/03/2020

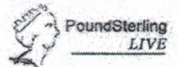


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Date	Open	Close	Mid	Link	
Wednesday 11 March 2020	1 EUR CAD	1.5534 CAD	1.5510 CAD	1.5525 CAD	Euros to Canadian Dollars rate for 11/03/2020
Tuesday 10 March 2020	1 EUR CAD	1.5568 CAD	1.5539 CAD	1.5570 CAD	Euros to Canadian Dollars rate for 10/03/2020
Monday 9 March 2020	1 EUR CAD	1.5512 CAD	1.5568 CAD	1.5616 CAD	Euros to Canadian Dollars rate for 09/03/2020
Sunday 8 March 2020	1 EUR CAD	1.5152 CAD	1.5512 CAD	1.5336 CAD	Euros to Canadian Dollars rate for 08/03/2020
Saturday 7 March 2020	1 EUR CAD	1.5161 CAD	1.5152 CAD	1.5157 CAD	Euros to Canadian Dollars rate for 07/03/2020
Friday 6 March 2020	1 EUR CAD	1.5028 CAD	1.5161 CAD	1.5129 CAD	Euros to Canadian Dollars rate for 06/03/2020
Thursday 5 March 2020	1 EUR CAD	1.4911 CAD	1.5031 CAD	1.4987 CAD	Euros to Canadian Dollars rate for 05/03/2020
Wednesday 4 March 2020	1 EUR CAD	1.4950 CAD	1.4909 CAD	1.4874 CAD	Euros to Canadian Dollars rate for 04/03/2020
Tuesday 3 March 2020	1 EUR CAD	1.4849 CAD	1.4951 CAD	1.4894 CAD	Euros to Canadian Dollars rate for 03/03/2020
Monday 2 March 2020	1 EUR CAD	1.4813 CAD	1.4848 CAD	1.4823 CAD	Euros to Canadian Dollars rate for 02/03/2020
Sunday 1 March 2020	1 EUR CAD	1.4769 CAD	1.4816 CAD	1.4813 CAD	Euros to Canadian Dollars rate for 01/03/2020
Saturday 29 February 2020	1 EUR CAD	1.4769 CAD	1.4769 CAD	1.4769 CAD	Euros to Canadian Dollars rate for 29/02/2020
Friday 28 February 2020	1 EUR CAD	1.4722 CAD	1.4769 CAD	1.4793 CAD	Euros to Canadian Dollars rate for 28/02/2020
Thursday 27 February 2020	1 EUR CAD	1.4522 CAD	1.4721 CAD	1.4630 CAD	Euros to Canadian Dollars rate for 27/02/2020
Wednesday 26 February 2020	1 EUR CAD	1.4446 CAD	1.4527 CAD	1.4467 CAD	Euros to Canadian Dollars rate for 26/02/2020
Tuesday 25 February 2020	1 EUR CAD	1.4415 CAD	1.4447 CAD	1.4428 CAD	Euros to Canadian Dollars rate for 25/02/2020
Monday 24 February 2020	1 EUR CAD	1.4364 CAD	1.4415 CAD	1.4389 CAD	Euros to Canadian Dollars rate for 24/02/2020
Sunday 23 February 2020	1 EUR CAD	1.4345 CAD	1.4364 CAD	1.4347 CAD	Euros to Canadian Dollars rate for 23/02/2020
Saturday 22 February 2020	1 EUR CAD	1.4345 CAD	1.4345 CAD	1.4345 CAD	Euros to Canadian Dollars rate for 22/02/2020
Friday 21 February 2020	1 EUR CAD	1.4305 CAD	1.4345 CAD	1.4331 CAD	Euros to Canadian Dollars rate for 21/02/2020
Thursday 20 February 2020	1 EUR CAD	1.4291 CAD	1.4304 CAD	1.4303 CAD	Euros to Canadian Dollars rate for 20/02/2020
Wednesday 19 February 2020	1 EUR CAD	1.4305 CAD	1.4291 CAD	1.4291 CAD	Euros to Canadian Dollars rate for 19/02/2020



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CAD CAD CAD

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EXHIBIT C

World's
Trusted
Currency
Authority

GET THE APP

1 EUR = 1,09746

USD

Conversion Euro en Dollar des États-Unis

2020-03-17 15:15 UTC

Tous les chiffres correspondent à des taux du **marché moyen** en direct, qui ne sont pas disponibles pour les consommateurs et qui sont donnés à titre d'information seulement.

Want to send money from EUR to USD?

Cookie Management

We use cookies to improve your experience.

- If you want to check exchange rates or access currency tools and services, click here for the XE.com privacy and cookie policy.
- If you want to make an international money transfer, click here for the XE Money Transfer Service privacy and cookie notice.
- To customize your cookies, click 'More Information' below. If you press the 'OK' button we will place preference, analytics, and tracking cookies on your device.

More Information

OK

EXHIBIT D

Envoyer de l'argent en ligne

Le pays de votre bénéficiaire et le montant de votre envoi



Envoyer vers États-unis 🔍

Montant envoyé 100.00 EUR	⇄	Le bénéficiaire reçoit 105.36 USD
------------------------------	---	--------------------------------------

① Envoyez jusqu'à 50 000,00 EUR

1.00 EUR = 1.0536 US Dollar (USD)²

Comment le bénéficiaire souhaite-t-il recevoir l'argent?

 Espèces ⁶	 Compte bancaire
---	--

Comment voudriez-vous payer? ³¹

 Carte de crédit ou de débit ³ En quelques minutes ¹ Frais ^{2,5} 2,90 EUR	 Transfert bancaire Enregistrer contre crédit/débit 3 Jours ouvrés ¹ Frais ^{2,5} 1,00 EUR	 Payer en espèces En quelques minutes ¹ Frais ^{2,5} 5,90 EUR
--	---	--

Appliquer la promotion/les points de récompense

Continuer

Synthèse

Taux de change²


1.00 EUR = 1.0536 USD

Montant du transfert	102.90 EUR
Frais de ^{2,5} transfert	+ 2.90 EUR
Réduction promotionnelle	Appliquer la promotion
Total du transfert	102.90 EUR

Total Le bénéficiaire reçoit

105.36 USD

Disponibilité:¹ En quelques minutes

 **Clauses de non-responsabilité et informations importantes**

¹ Le service et les fonds peuvent être retardés ou indisponibles en fonction de différents facteurs, notamment du Service sélectionné, des options de remise différée sélectionnées, du montant envoyé, du pays de destination, de la disponibilité des devises, des aspects réglementaires et de protection des clients, des exigences d'identification, des restrictions de remise, des heures d'ouverture des points de vente et du décalage horaire (collectivement les « Restrictions »). Des restrictions supplémentaires peuvent s'appliquer. Reportez-vous à nos conditions générales pour plus d'informations.

² Western Union réalise également un bénéfice lors de la conversion de devises. Lorsque vous sélectionnez une société de transfert de fonds, comparez attentivement les frais de transfert ainsi que les taux de change. Les frais, les taux de change et les taxes peuvent varier en fonction de la marque, du canal et du lieu, selon différents facteurs. Les tarifs et taux de change sont sujets à modifications sans préavis.

³ Si vous utilisez une carte de crédit, des frais d'avance de fonds par l'émetteur de la carte et les intérêts éventuels associés peuvent s'appliquer. Pour éviter ou réduire ces frais, utilisez une carte de débit ou d'autres modes de paiement.

⁵ Les frais de transfert susmentionnés sont calculés pour une transaction en ligne effectuée aujourd'hui. Les tarifs des transactions en ligne peuvent être différents de ceux pratiqués dans nos points de vente. Veuillez cliquer ici pour trouver un point de vente près de chez vous afin d'obtenir une estimation des frais.

⁶ Votre Bénéficiaire peut retirer l'argent que vous lui avez transféré dans un point de vente Western Union de États-Unis .

³¹ Le prix de chaque type de transfert d'argent dépend de nombreux facteurs, tels que la vitesse du transfert, la destination des fonds et d'autres. Veuillez sélectionner la méthode qui vous convient le mieux.

EXHIBIT E

Envoyer de l'argent en ligne

Le pays de votre bénéficiaire et le montant de votre envoi



Envoyer vers États-Unis 🔍

Montant envoyé 5000.00 EUR	⇌	Le bénéficiaire reçoit 5370.26 USD
----------------------------------	---	--

① Envoyez jusqu'à 50 000,00 EUR

1.00 EUR = 1.0741 US Dollar (USD)²

Comment le bénéficiaire souhaite-t-il recevoir l'argent?

 Espèces ⁶	<input checked="" type="checkbox"/>	 Compte bancaire
---	-------------------------------------	--

Comment voudriez-vous payer? ³¹

 Carte de crédit ou de débit En quelques minutes ¹ Frais ^{2,5} 9,90 EUR	<input checked="" type="checkbox"/>	 Transfert bancaire ⁴ Enregistrer contre crédit/débit 3 Jours ouvrés ^{1,13} Frais ^{2,5} 1,00 EUR	 Payer en espèces En quelques minutes ¹ Frais ^{2,5} 29,90 EUR
---	-------------------------------------	---	---

Pour payer par transfert bancaire :

- Assurez-vous que le nom figurant sur votre compte bancaire correspond à celui indiqué sur votre profil, sinon nous refuserons ce paiement.
- Par ailleurs, nous n'acceptons pas les paiements effectués depuis des comptes professionnels.

Appliquer la promotion/les points de récompense

Synthèse

Taux de change²

1.00 EUR = 1.0741 USD

Montant du transfert	5,000.00 EUR
Frais de ^{2,5} transfert	+ 1.00 EUR
Réduction promotionnelle	Appliquer la promotion
Total du transfert	5,001.00 EUR

Total Le bénéficiaire reçoit

5370.26 USD

Disponibilité:^{1,13} 3 Jours ouvrés

⊖ Clauses de non-responsabilité et informations importantes

¹ Le service et les fonds peuvent être retardés ou indisponibles en fonction de différents facteurs, notamment du Service sélectionné, des options de remise différée sélectionnées, du montant envoyé, du pays de destination, de la disponibilité des devises, des aspects réglementaires et de protection des clients, des exigences d'identification, des restrictions de remise, des heures d'ouverture des points de vente et du décalage horaire (collectivement les « Restrictions »). Des restrictions supplémentaires peuvent s'appliquer. Reportez-vous à nos conditions générales pour plus d'informations.

² Western Union réalise également un bénéfice lors de la conversion de devises. Lorsque vous sélectionnez une société de transfert de fonds, comparez attentivement les frais de transfert ainsi que les taux de change. Les frais, les taux de change et les taxes peuvent varier en fonction de la marque, du canal et du lieu, selon différents facteurs. Les tarifs et taux de change sont sujets à modifications sans préavis.

⁴ Certaines banques facturent des frais pour des transferts nationaux ou internationaux. Vérifiez avec votre banque.

⁵ Les frais de transfert susmentionnés sont calculés pour une transaction en ligne effectuée aujourd'hui. Les tarifs des transactions en ligne peuvent être différents de ceux pratiqués dans nos points de vente. Veuillez cliquer ici pour trouver un point de vente près de chez vous afin d'obtenir une estimation des frais.

⁶ Votre Bénéficiaire peut retirer l'argent que vous lui avez transféré dans un point de vente Western Union de États-Unis .

¹³ En règle générale, l'argent est disponible pour retrait dans un délai de 1 à 2 jours ouvrés après son arrivée sur le compte bancaire WU PAY.

³¹ Le prix de chaque type de transfert d'argent dépend de nombreux facteurs, tels que la vitesse du transfert, la destination des fonds et d'autres. Veuillez sélectionner la méthode qui vous convient le mieux.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Philip Guarino

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Philip L. Guarino, Esq.

P: 973-615-1791

GUARINO & CO. LAW FIRM, LLC

300 Main Street, Suite 552, Madison, NJ 07940

DEFENDANTS

WESTERN UNION COMPANY

County of Residence of First Listed Defendant Denver County, Colorado

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Andrew P. Fishkin, Esq.

P: 973-536-2800

FISHKIN LUCKS LLP

One Riverfront Plaza, Suite 410, Newark, NJ 07102

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1332(d), 1441, 1446

Brief description of cause:

Plaintiffs allege violation of New Jersey Consumer Fraud Act, NJSA 56:8-2 and various common law fraud claims

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMAND \$ UNDER RULE 23, F.R.Cv.P.

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

05/12/2020

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of Andrew P. Fishkin

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Western Union Manipulates Foreign Exchange Rate in its Favor, Class Action Alleges](#)
