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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

SANDRA SEEGERT an individual, on  
behalf of herself and all others similarly  
situated,  
  
Plaintiff,  
  
v.  
  
MUFG Union Bank, N.A.,  
  
Defendant.

Case No: '18CV0742 AJB BGS

**CLASS ACTION COMPLAINT**

- 1. Violation of the National Bank Act 12 U.S.C. §§ 85, 86;**
- 2. Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.**

**DEMAND FOR JURY TRIAL**

1 Plaintiff SANDRA SEEGER (“Plaintiff”) brings this action on behalf of herself  
2 and all others similarly situated against Defendant MUFG Union Bank, N.A.  
3 (“UnionBank” or the “Bank”), and states:

4 **I. NATURE OF ACTION**

5 1. This is a nationwide class action seeking damages and other relief from  
6 UnionBank for its illegal, usurious assessment and deceptive collection of so-called  
7 continued overdraft fees from its customers in violation of the National Bank Act (the  
8 “Act”).

9 2. Continued overdraft fees are charges that banks impose on customers when  
10 a checking/savings account remains overdrawn for a period of time after the initial  
11 overdraft transaction. Specifically, UnionBank charges its customers a \$6.00 Continued  
12 Overdraft Fee *each day*, for up to five business days, after a UnionBank checking/savings  
13 account remains overdrawn for more than six (6) calendar days. This charge is levied *in*  
14 *addition* to the \$33.00 fee that is levied on the customer for each charge made against an  
15 overdrawn account. Unlike the initial overdraft fee, this additional fee is charged although  
16 UnionBank has provided nothing new in the way of services to the consumer other than  
17 advancing the original money to the consumer’s account to cover the initial overdraft.

18 3. In reality, the Continued Overdraft Fee is little more than an interest charge  
19 levied by UnionBank for the extension of credit made in covering a customer’s overdraft.  
20 The amount of interest charged by UnionBank vastly exceeds the permissible interest rate  
21 limits imposed by California law and the National Bank Act.

22 4. In reality, UnionBank’s assessment and collection of the Continued  
23 Overdraft Fee from its customers constitutes a charge for the use, forbearance, or detention  
24 of money—otherwise known as interest. And the rates of interest assessed are shocking  
25 and unconscionable, often exceeding 500%. Yet UnionBank hides these massive interest  
26 charges from its accountholders, instead deceptively referring to its interest charges as a  
27 type of “overdraft fee.”  
28

1           5. UnionBank mis-names the interest charges because it knows reasonable  
2 consumers would not agree to enter into checking accounts with UnionBank that included  
3 such huge interest rates for short-term, small-dollar overdraft loans. Instead, consumers  
4 would choose to bank with UnionBank competitors, many of whom do not charge  
5 equivalent interest fees on overdraft loans. Consumers are thus deceived by UnionBank's  
6 false representations in its account disclosures. UnionBank has continued to misrepresent  
7 the nature of its Continued Overdraft Fee even though it is on notice that the payment of  
8 overdrafts is an extension of credit and that reasonable minds believe such fees are interest.

9       **II. JURISDICTION AND VENUE**

10           6. This Court has original jurisdiction of this action because it arises under the  
11 laws of the United States, namely the National Bank Act, 12 U.S.C. § 1, *et seq.*, and  
12 regulations promulgated by the Office of Comptroller of the Currency.

13           7. UnionBank regularly and systematically provides retail banking services  
14 throughout the State of California, including in this District, and provides retail banking  
15 services to Plaintiff and members of the Class. Thus, UnionBank is subject to the  
16 jurisdiction of this Court.

17           8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because  
18 UnionBank is subject to personal jurisdiction in this Court and regularly conducts business  
19 within this District. In addition, a substantial part of the events giving rise to the claims  
20 asserted herein occurred and continue to occur in this District.

21       **III. PARTIES**

22           9. Plaintiff Sandra Seegert is an individual currently residing in San Diego,  
23 California. Plaintiff has maintained a checking account with UnionBank at all relevant  
24 times alleged herein.

25           10. Defendant UnionBank is a national bank subject to the National Bank Act  
26 and regulations promulgated by the Office of the Comptroller of the Currency. UnionBank  
27 is headquartered and has its principal place of business in New York, New York.  
28 UnionBank provides retail banking services to consumers, including Plaintiff and the

1 Class, at approximately 400 locations in California, Washington, Oregon, Texas, Illinois,  
2 New York, and Georgia.

3 **IV. FACTUAL BACKGROUND**

4 **A. UnionBank’s Personal Accounts Agreement**

5 11. Plaintiff and all members of the Class maintain checking and/or savings  
6 accounts with UnionBank, the terms of which are governed by UnionBank’s standardized  
7 account agreement entitled “Personal Accounts & Services Disclosure and Agreement”  
8 (“Personal Accounts Agreement”). A representative copy of UnionBank’s Personal  
9 Accounts Agreement is attached as Exhibit A.

10 12. The Personal Accounts Agreement states in relevant part:

11 We may charge Overdraft Fees when Debits are presented against an  
12 insufficient ending Available Balance (up to the daily maximum), whether  
13 we pay or return a Debit. We may assess this fee for each Debit we pay or  
14 return when your ending Available Balance is overdrawn by \$5 or more at  
end of overnight processing.

15 If you overdraw your deposit account and fail to deposit enough funds to  
16 fully cover any overdraft amount by the 7th consecutive calendar day that  
17 your deposit account has been overdrawn, we will charge you a Continued  
18 Overdraft Fee. For this purpose, the 1st day is the day the overdraft occurred.  
Starting on the 7th calendar day, we will charge this fee for each Business  
19 Day that the account remains overdrawn for up to 5 Business Days.

20 *Id.* at p. 16.

21 13. The Personal Accounts Fee Schedule (“Fee Schedule”), attached as Exhibit  
22 B, provides that a Continued Overdraft Fee carries a charge in the amount of \$6.00 per  
23 business day “beginning on the 7th calendar day that the account is continuously  
24 overdrawn for any overdraft amount.” *See* Exhibit B at p. 2. UnionBank will “charge this  
25 fee for each Business Day that the account remains overdrawn for up to 5 Business Days.”  
26 *See* Personal Overdraft Fees and Services Information, Continued Overdraft Fee, at  
27 [https://www.unionbank.com/personal-banking/checking-savings/checking/fees-and-](https://www.unionbank.com/personal-banking/checking-savings/checking/fees-and-terms.jsp)  
28 [terms.jsp](https://www.unionbank.com/personal-banking/checking-savings/checking/fees-and-terms.jsp), last accessed March 2, 2018; *see also*, Exhibit B at p. 2 (providing that the

1 Continued Overdraft Fee can reach charges of “\$30.00 maximum for each period of  
2 continued overdraft.”).

3 14. Thus, per the terms of UnionBank’s Personal Accounts Agreement with its  
4 customers, on the seventh calendar day after UnionBank has advanced customer funds  
5 sufficient to cover payment on a transaction that causes the customer’s account to become  
6 overdrawn (and after charging the customer \$33.00 for each debit that causes the account  
7 in question to become overdrawn), UnionBank imposes a charge of \$6.00 per business  
8 day until the customer deposits funds sufficient to bring the account to zero, up to a total  
9 amount of \$30 in charges.

10 15. There is nothing in UnionBank’s written materials disclosing that this  
11 additional “fee” is, in reality, an interest charge on extended credit.

12 **B. Assessment of Continued Overdraft Fees**

13 16. UnionBank assesses Continued Overdraft Fees as a means to increase bank  
14 revenue on any checking or savings account that remains overdrawn for more than six  
15 days. On the seventh calendar day after the triggering overdraft event occurs, UnionBank  
16 charges its customers \$6.00 for each business day that the account remains overdrawn for  
17 up to five business days, and arguably longer. *See* Exhibit B at p. 2 (“\$30.00 maximum  
18 for each period of continued overdraft.”)(emphasis added). Thus, the Continued Overdraft  
19 Fees are unrelated to any particular event causing an account to become overdrawn and,  
20 instead, are solely related to the fact that the Bank has extended credit to a customer to  
21 cover charges resulting in an account becoming overdrawn.

22 17. Historically, overdraft fees have been, and continue to be, a substantial source  
23 of revenue for banks. Technological advances have allowed bank customers to access  
24 money in their accounts in new ways and have consequently increased the occurrence of  
25 overdraft episodes. As a result, the imposition of overdraft fees have skyrocketed.

26 18. For example, recent reports from the U.S. Consumer Financial Protection  
27 Bureau (“CFPB”) show that a broad investigation has been launched regarding bank  
28 overdraft practices and procedures due to its concern that the growing cost of overdraft

1 practices could place bank customers at unnecessary risk. Indeed, CFPB Director Richard  
2 Cordray acknowledged, “overdrafts can provide consumers with access to funds, but the  
3 growing costs of overdraft practices have the capacity to inflict serious economic harm.”<sup>1</sup>  
4 In 2012 alone, banks took in approximately \$32 billion in overdraft-related fees<sup>2</sup>.

5 19. Widespread overdraft practices are particularly problematic for low-income  
6 families and individuals with lesser financial means. As illustrated by a survey conducted  
7 by The Pew Charitable Trusts, overdraft-related fees target a financially vulnerable  
8 population of consumers. Particularly, the study revealed that nearly 7 in 10 consumers  
9 who overdraft the most make less than \$50,000 and 25 percent pay a week’s worth of  
10 wages in overdraft fees annually<sup>3</sup>. Continued overdraft fees have a similar negative impact  
11 upon those least able to repay.

12 20. As a recent CFPB report reflects, “sustained negative balance” fees are  
13 becoming popular with banks and account for approximately 9% of total overdraft-related  
14 fees collected by banks that impose such charges<sup>4</sup>. According to the CFPB report issued  
15 in July 2014, once a bank charges its customer a sustained overdraft fee on day five, the  
16 negative balance is likely cured by the customer within just a few days, rather than weeks.  
17 As such, the bank’s extension of credit to its overdrawn customer is typically very short-

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19  
20 <sup>1</sup> Richard Cordray, Director, CFPB, Remarks at the CFPB Roundtable on Overdraft  
21 Practices (Feb. 22, 2012), *available at*  
22 [http://www.consumerfinance.gov/speeches/prepared-remarks-by-richard-cordray-at-the-](http://www.consumerfinance.gov/speeches/prepared-remarks-by-richard-cordray-at-the-cfpb-roundtable-on-overdraft-practices)  
[cfpb-roundtable-on-overdraft-practices](http://www.consumerfinance.gov/speeches/prepared-remarks-by-richard-cordray-at-the-cfpb-roundtable-on-overdraft-practices).

23 <sup>2</sup> See CFPB, Consumer Financial Protection Bureau Study of Overdraft Programs (June  
24 2013) at p. 17, *available at*  
25 [http://files.consumerfinance.gov/f/201306\\_cfpb\\_whitepaper\\_overdraft-practices.pdf](http://files.consumerfinance.gov/f/201306_cfpb_whitepaper_overdraft-practices.pdf).

26 <sup>3</sup> The Pew Charitable Trusts, Heavy Overdrafters: A financial profile (April 2016) at pp.  
27 4–5, Figures 3 & 4, *available at*  
28 <http://www.pewtrusts.org/~media/assets/2016/04/heavyoverdrafters.pdf?la=en>.

<sup>4</sup> See CFPB, CFPB Data Point: Checking Account Overdraft (July 2014), Table 2 at p.  
10, *available at* [http://files.consumerfinance.gov/f/201407\\_cfpb\\_report\\_data-](http://files.consumerfinance.gov/f/201407_cfpb_report_data-point_overdrafts.pdf)  
[point\\_overdrafts.pdf](http://files.consumerfinance.gov/f/201407_cfpb_report_data-point_overdrafts.pdf).

1 term. Moreover, most negative balances created by an overdraft are not high figures.  
2 Nearly two-thirds of transactions that cause overdrafts were for \$50.00 or less<sup>5</sup>. As these  
3 statistics highlight, a bank’s exposure for carrying a customer’s overdraft is ordinarily  
4 very small and limited. Rather than charging legally permissible interest until its customer  
5 cures the overdraft balance, UnionBank instead charges a purported Continued Overdraft  
6 Fee that in reality is interest at an illegal rate.

7         21. There is nothing in UnionBank’s written materials disclosing that this  
8 additional “fee” is, in reality, an interest charge on extended credit. Indeed, UnionBank  
9 Bank affirmatively misrepresents the true nature of the Continued Overdraft Fee—a false  
10 representation that the Continued Overdraft Fee is not itself interest.

11         22. Even though UnionBank knows that interest rate comparisons are key for  
12 consumers to compare the cost of credit, UnionBank continues to mischaracterize its  
13 interest charges as “Continued Overdraft Fees.”

14         23. It continues to do so even though, in December, 2016, a court in the Southern  
15 District of California ruled that an equivalent fee charged by Bank of America was  
16 adequately alleged to be interest and denied that bank’s motion to dismiss a claim for  
17 violation of the National Bank Act’s bar on usurious loans. *See Farrell v. Bank of*  
18 *America*, (Doc. No. 20, December 19, 2016, S.D.C.A. Case No. 3:16-cv-00492-L-WVG).  
19 Still, UnionBank has made no changes to its disclosures to inform its consumers that it is  
20 charging exorbitant interest.

21         24. Plaintiff incurred numerous so-called “Continued Overdraft Fees,” and all  
22 such fees actually represented interest charges exceeding several hundred percent.

23         25. Plaintiff would not have chosen to bank with UnionBank had she been  
24 informed that UnionBank would charge exorbitant and punishing interest charges on its  
25 overdraft extensions of credit.

26 \_\_\_\_\_  
27

28 <sup>5</sup> *Id.* at p. 5.

1           26. Plaintiff's reliance was reasonable. A fundamental premise of our nation's  
2 consumer protection lending laws is that consumers must be able to compare the cost of  
3 money over time.

4           27. An interest rate or APR, more than any other disclosures, enable consumers  
5 to understand the cost of the credit and to comparison shop for credit. *Salvagne v. Fairfield*  
6 *Ford, Inc.*, 794 F.Supp.2d 826, 830 (S.D. Ohio 2010) (disclosures not meaningful if  
7 consumer cannot use disclosures to compare cost of credit among different products). An  
8 interest rate or APR, in short, allows consumer to compare the relative cost of money over  
9 time.

10           28. UnionBank's disclosures intentionally prevented consumers from doing this.

11           **C. Damages to Plaintiff**

12           29. On or about March 5, 2018, Plaintiff overdrew funds from her UnionBank  
13 checking account and UnionBank assessed an initial overdraft fee of \$33.00.

14           30. On or about March 12, the seventh calendar day following the overdraft  
15 event, UnionBank assessed a continued overdraft fee of \$6.00, and continued to assess  
16 such fee for every business day thereafter until March 17, 2018, totaling \$30.00 in  
17 continuing overdraft fee charges. *See* Exhibit "C", Seegert Checking Account Statement,  
18 March 2018.

19           31. This assessment resulted in five (5) separate continued overdraft fee charges,  
20 worth \$30.00. During this time period, Plaintiff's negative account balance fluctuated  
21 from \$-29.82 to \$-92.82.

22           **V. CLASS ALLEGATIONS**

23           32. Plaintiff brings this action on behalf of herself and all other similarly situated  
24 Class members pursuant to Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil  
25 Procedure and seeks certification of the following Class against Defendant (the  
26 "Nationwide Class"):  
27  
28



1 All UnionBank customers in the United States, who, within the applicable  
2 statute of limitations preceding the filing of this action incurred one or more  
3 continued overdraft fees.

4 33. Excluded from the Class is Defendant, as well as its officers, employees,  
5 agents or affiliates, and any judge who presides over this action, as well as all its past and  
6 present employees, officers and directors of Defendant and its subsidiaries and affiliates.

7 34. Plaintiff reserves the right to expand, limit, modify, or amend this class  
8 definition, including the addition of one or more subclasses, in connection with her motion  
9 for class certification, or at any other time, based upon, *inter alia*, changing circumstances  
10 and/or new facts obtained during discovery.

11 35. This action is brought and may properly be maintained as a Class action  
12 pursuant to Federal Rule of Civil Procedure 23. This action satisfies the numerosity,  
13 typicality, adequacy, predominance, and superiority requirements of those provisions.

14 36. **Numerosity:** The Class members are so numerous that joinder of all  
15 members is impracticable. Plaintiff is informed and believes that the proposed Class  
16 contains thousands of individuals who have been damaged by Defendant's conduct as  
17 alleged herein. The precise number of Class members is unknown to Plaintiff.

18 37. ***Existence and Predominance of Common Questions of Law and Fact:*** This  
19 action involves common questions of law and fact, which predominate over any questions  
20 affecting individual Class members. These common legal and factual questions include,  
21 but are not limited to, the following:

- 22 a. Whether UnionBank charged interest to its customers under the guise of the  
23 Continued Overdraft Fee in amounts that violate the National Bank Act's  
24 usury limit;
- 25 b. Whether UnionBank developed and engaged in an unlawful practice that  
26 mischaracterized or concealed the true usurious nature of the Continued  
27 Overdraft Fee;

1 c. Whether UnionBank charged its customer a Continued Overdraft Fee that  
2 bears no relationship to the actual costs and risks of covering insufficient  
3 funds transactions; and

4 d. Whether Plaintiff and other members of the Class have sustained damages as  
5 a result of UnionBank's assessment and collection of the Continued  
6 Overdraft Fee, and the proper measure of damages.

7 38. **Typicality**: Plaintiff's claims are typical of the claims of the members of the  
8 Class because they arise out of the same wrongful business practice of UnionBank as  
9 described above.

10 39. **Adequacy**: Plaintiff will fairly and adequately protect the interests of the  
11 members of the Class. Plaintiff is an adequate representative in that she has a UnionBank  
12 account and suffered damages as a result of UnionBank's assessment and collection of  
13 Continued Overdraft Fees. Additionally, Plaintiff has retained counsel experienced in  
14 complex consumer class action litigation, and Plaintiff intends to prosecute this action  
15 vigorously. Plaintiff has no antagonistic or adverse interest to those of the Class.

16 40. **Superiority**: The nature of this action and the nature of laws available to  
17 Plaintiff and the Class make the use of the class action format a particularly efficient and  
18 appropriate procedure to afford relief to her and the class for the wrongs alleged. The  
19 damages or other financial detriment suffered by individual Class members is relatively  
20 modest compared to the burden and expense that would be entailed by individual litigation  
21 of their claims against Defendant. It would thus be virtually impossible for Plaintiff and  
22 Class members, on an individual basis, to obtain effective redress for the wrongs done to  
23 them. Absent the class action, Class members and the general public would not likely  
24 recover, or would not likely have the chance to recover, damages or restitution, and  
25 Defendant will be permitted to retain the proceeds of its fraudulent and deceptive  
26 misdeeds.

27 41. Defendant keeps extensive computerized records of its customers and has  
28 one or more databases through which a significant majority of Class members may be

1 identified and ascertained, and it maintains contact information, including email and home  
2 addresses, through which notice of this action could be disseminated in accordance with  
3 due process requirements.

4 **FIRST CAUSE OF ACTION**  
5 **Violation of the National Bank Act**  
6 **12 U.S.C. §§ 85, 86**

7 42. Plaintiff repeats and re-alleges the allegations contained in every preceding  
8 paragraph as if fully set forth herein.

9 43. The National Bank Act forbids national banks from assessing usurious  
10 interest. *See* 12 U.S.C. §§ 85, 86.

11 44. “Interest” is defined as “any payment compensating a creditor or prospective  
12 creditor for *an extension of credit*, making available of a line of credit, or *any default or*  
13 *breach by a borrower of a condition upon which credit was extended.*” 12 C.F.R. §  
14 7.4001(a) (emphasis added). Examples of “interest” include, among other things, “fees  
15 connected with credit extension or availability,” such as “late fees, creditor-imposed not  
16 sufficient funds (NSF) fees charged when a borrower tenders payment on a debt with a  
17 check drawn on insufficient funds, [and] overlimit fees. . .” *Id.*

18 45. UnionBank’s Continued Overdraft Fee is most appropriately characterized  
19 as “interest” because UnionBank assesses this “fee” in connection with advancing funds  
20 to cover the customer’s overdraft transaction—the “fee” effectively serves to compensate  
21 UnionBank when the customer fails to repay the advanced sum within six days of the  
22 initial overdraft event. Indeed, this District Court has already recognized that extended  
23 overdraft fees of this nature constitute “interest” under section 85 of the National Bank  
24 Act. *See Farrell v. Bank of America, N.A.*, 224 F. Supp. 3d 1016, 1022 (S.D. Cal. 2016).  
25 Accordingly, UnionBank’s Continued Overdraft Fee must fall within the range of a  
26 permissible interest rate as set forth under the Act.

27 46. Section 85 of the National Bank Act sets forth the only two permissible rates  
28 of interest that national banks may charge: the greater, and no more, of (1) “interest at the

1 rate allowed by the laws of the State, Territory, or District where the bank is located, or”  
2 (2) at a rate of 1 per centum in excess of the discount rate on ninety-day commercial paper  
3 in effect at the Federal reserve bank in the Federal reserve district where the bank is  
4 located.” 12 U.S.C. § 85.

5 47. A bank is considered “located” in the state “specified in its organization  
6 certificate.” 12 U.S.C. § 81. Upon information and belief, UnionBank is located in New  
7 York. The State of New York allows for a maximum legal interest rate of sixteen percent  
8 (16%). *See* N.Y. Gen. Oblig. § 5-501(1); N.Y. Banking § 14-a.

9 48. Upon information and belief, UnionBank sits in the Federal Reserve District  
10 of New York, New York. The Federal Reserve Bank of New York sets forth a discount  
11 rate for primary credit of 2.0% and a discount rate for secondary credit of 2.50%. As  
12 applied to section 85 of the Act, the maximum permissible interest rate under this  
13 provision is 3.50%.

14 49. Although UnionBank is only permitted to charge Plaintiff and other similarly  
15 situated consumers a maximum of 16.0% interest rate on any extension of credit or loan,  
16 UnionBank’s Continued Overdraft Fees constitute a usurious interest amount that far  
17 exceeds the maximum permissible amount set forth under Section 85. Specifically,  
18 Plaintiff effectively “borrowed” \$29.82 from Union Bank and paid back each of the five  
19 fees totaling \$30.00 in interest in addition to the principle. This represents more than a one  
20 thousand (1,000%) annual interest charge on the over-drafted amount of \$29.82, far in  
21 excess of the permissible California limit of 16%.

22 50. Plaintiff and the putative Class have been subjected to usurious and illegal  
23 interest rates under the facade of UnionBank’s Continued Overdraft Fees.

24 51. As a direct and proximate result of UnionBank’s unlawful practice in  
25 violation of Section 85, Plaintiff and putative Class members have suffered damages.

26 52. A national bank that knowingly charges usurious interest at a rate greater than  
27 that permitted by Section 85, shall forfeit “the entire interest which the note, bill, or other  
28 evidence of debt carries with it, or which has been agreed to be paid thereon.” *Id.* at § 86.

1 Where “the greater rate of interest has been paid, the person by whom it has been paid . . .  
2 . . . may recover back . . . *twice the amount* of the interest thus paid from the association  
3 taking or receiving the same.” *Id.* (emphasis added).

4 53. Accordingly, Plaintiff and the proposed Class hereby demand relief for the  
5 amounts owed to them arising from UnionBank’s violations set forth herein.

6  
7 **SECOND CAUSE OF ACTION**  
8 **Violation of California’s Unfair Competition Law**  
9 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

10 54. Plaintiff repeats and re-alleges the allegations contained in every preceding  
11 paragraph as if fully set forth herein.

12 55. The UCL defines unfair business competition to include any “unlawful,  
13 unfair, or fraudulent” act or practice, as well as any “unfair, deceptive, untrue, or  
14 misleading” advertising. Cal. Bus. & Prof. Code § 17200. UnionBank’s conduct related  
15 to the imposition of Continued Overdraft Fees violated each of this statute’s three prongs.

16 56. The UCL imposes strict liability. Plaintiff need not prove that UnionBank  
17 intentionally or negligently engaged in unlawful, unfair, or fraudulent business  
18 practices—but only that such practices occurred.

19 57. Defendant committed an unlawful business act or practice in violation of Cal.  
20 Bus. & Prof. Code § 17200, *et seq.*, by violating the National Bank Act, 12 U.S.C. §§ 85,  
21 86, by charging Continued Overdraft Fees, which are interest, at rates that exceeded the  
22 maximum allowed by the National Bank Act.

23 58. Defendant committed an unfair business act or practice in violation of Cal.  
24 Bus. & Prof Code § 17200, *et seq.*, by impliedly representing that UnionBank’s Continued  
25 Overdraft Fee is not an interest charge, but that it is an alternative to an interest charge.

26 59. Defendant committed a fraudulent business act or practice in violation of Cal.  
27 Bus. & Prof. Code § 17200, *et seq.*, when it knowingly misrepresented that the Continued  
28 Overdraft Fee is not an interest charge. Such misrepresentations are likely to mislead the

1 public, which would not contract for banking services if it knew UnionBank charged  
2 extraordinarily high, usurious interest.

3 60. As a direct and proximate result of the foregoing unfair and deceptive  
4 practices, Plaintiff and Class member suffered and will continue to suffer actual damages.

5 61. As a result of its unfair and deceptive conduct, Defendant has been unjustly  
6 enriched and should be required to disgorge all unjust profits and make restitution to  
7 Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

8 62. Plaintiff and the Class further seek an order enjoining Defendant's unfair or  
9 deceptive acts or practices, and an award of attorneys' fees and costs under Cal. Code of  
10 Civ. P. § 1021.5.

11 **VI. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays on behalf of herself and all others similarly situated,  
13 for judgment against Defendant as follows:

- 14 a. Certifying the Class as requested herein, appointing Plaintiff as Class  
15 Representative, and appointing her counsel as Class Counsel;
- 16 b. Issuing public injunctive relief, including to ensure compliance with the UCL;
- 17 c. A judgment awarding Plaintiff and all members of the Class restitution and/or  
18 other equitable relief, including, without limitation, restitutionary disgorgement  
19 of all profits and unjust enrichment that Defendant obtained from Plaintiff and  
20 the Class as a result of its unlawful, unfair, and fraudulent business practices  
21 described herein;
- 22 d. Awarding Plaintiff and the Class damages (including twice the amount of the  
23 usurious interest paid), prejudgment interest from the date of loss, and her costs  
24 and disbursements incurred in connection with this action, including reasonable  
25 attorneys' fees, expert witness fees, and other costs; and
- 26 e. Providing such further relief as may be just and proper.

27 ///

28 ///

1 **VII. DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial for all of the claims so triable.

3  
4 Date: April 17, 2018

Respectfully submitted,

5  
6 */s/ Todd D. Carpenter*

**CARLSON LYNCH SWEET  
KILPELA & CARPENTER, LLP**

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*Attorneys for Plaintiff and  
Proposed Class Counsel*

# **EXHIBIT A**



EFFECTIVE JANUARY 22, 2018

# Personal Accounts & Services

## Disclosure and Agreement



**HOW TO CONTACT US**

If you have any questions about this Account Agreement or any Union Bank® products and services, we're here to answer them.

When you need to:
<ul style="list-style-type: none"> <li>• Report a lost or stolen ATM Card or Debit Card, compromised PIN, or Online Banking access code (call us immediately)</li> <li>• Check account balance and rate information</li> <li>• Find out if a direct deposit has been made</li> <li>• Report errors concerning ATM Card, Debit Card, ACH or online transactions, or check conversion</li> <li>• Stop payment on checks</li> <li>• Cancel an online bill payment</li> <li>• Place a postdated check stop payment</li> <li>• Cancel a preauthorized electronic payment (ACH)</li> <li>• Request a refund involving a loss from a check or substitute check</li> <li>• Ask about any other electronic transactions</li> <li>• Use or ask about Telephone Banking</li> </ul>
<p>Domestic and Foreign Wires</p> <ul style="list-style-type: none"> <li>• Report a wire transfer error</li> </ul>
<p>The Private Bank Client Service</p>
<p>Priority Banking® Client Services</p>
<p>Japanese Customer Service Unit</p>
<p>Individual/Small Business Retirement Accounts – Retirement Plan Center</p>

Contact us at:
<p style="text-align: center;"><b>1-800-238-4486</b></p> <p style="text-align: center;">Automated service: 24 hours, 7 days a week</p> <p style="text-align: center;">Personal service:</p> <p style="text-align: center;">7:00 a.m.–9:00 p.m., Monday–Friday</p> <p style="text-align: center;">8:00 a.m.–5:00 p.m., Saturday</p> <p style="text-align: center;">(Pacific Time), except federal holidays</p> <p style="text-align: center;">TDD Telephone Banking for hearing impaired:</p> <p style="text-align: center;">Relay Service dial <b>7-1-1</b>, provide Relay Operator with <b>1-800-238-4486</b>, or for credit card services <b>1-888-642-3311</b></p> <p style="text-align: center;"><b>Teletypewriter (TTY) 1-800-826-7345</b></p>
<p style="text-align: center;">Union Bank</p> <p style="text-align: center;">Wire Services Department</p> <p style="text-align: center;">1980 Saturn St. V02-490</p> <p style="text-align: center;">Monterey Park, CA 91755-7417</p> <p style="text-align: center;">Contact the originating branch or office, or you can contact Customer Service at <b>1-800-238-4486</b>.</p> <p style="text-align: center;">Direct Access customers: <b>1-800-922-9473</b></p> <p style="text-align: center;">7:30 a.m.–5:00 p.m., Monday–Friday (Pacific Time)</p>
<p style="text-align: center;"><b>1-888-826-2669</b></p> <p style="text-align: center;">7:00 a.m.–9:00 p.m., Monday–Friday</p> <p style="text-align: center;">8:00 a.m.–5:00 p.m., Saturday (Pacific Time),</p> <p style="text-align: center;">except federal holidays</p>
<p style="text-align: center;"><b>1-800-888-6466</b></p> <p style="text-align: center;">7:00 a.m.–9:00 p.m., Monday–Friday</p> <p style="text-align: center;">8:00 a.m.–5:00 p.m., Saturday (Pacific Time),</p> <p style="text-align: center;">except federal holidays</p>
<p style="text-align: center;"><b>1-877-479-5237</b> (from the U.S.) or <b>323-720-7554</b> (from Japan)</p> <p style="text-align: center;">8:00 a.m.–5:00 p.m., Monday–Friday (Pacific Time),</p> <p style="text-align: center;">except federal holidays</p>
<p style="text-align: center;">Union Bank</p> <p style="text-align: center;">Retirement Plan Center</p> <p style="text-align: center;">P.O. Box 60319</p> <p style="text-align: center;">Los Angeles, CA 90060</p> <p style="text-align: center;"><b>1-800-304-3854</b>, option 1</p> <p style="text-align: center;">8:00 a.m.–5:00 p.m., Monday–Friday</p> <p style="text-align: center;">(Pacific Time), except federal holidays</p>

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## ALL ABOUT YOUR PERSONAL ACCOUNT AGREEMENT

Welcome to MUFG Union Bank, N.A. When you open your account with us, you'll receive this *Personal Accounts & Services Disclosure* also known as *All About Personal Accounts & Services Disclosure and Agreement* ("Account Agreement"), which is a contract that establishes the rules controlling your account, including the rights and responsibilities of you and the Bank.

**What your Agreement includes** – Our agreement with you is represented by several documents that you'll receive when you open an account. Each contains important information about your account. You should read them carefully. These documents include:

- The Account Agreement
- The Bank Depositor Agreement – Individual/Joint/Trust, commonly referred to as the signature card
- The applicable *Simply Stated Product Guide*
- The applicable *Fee Schedule*
- The applicable Interest Rate Sheet
- The *Time Deposit Accounts Disclosure* and receipt (if you open a time deposit account)
- Any accompanying amendments or riders to the above documents
- Any additional documents we provide to you about your account and related services

Unless we tell you otherwise in writing, these documents contain all of the terms of your account and supersede previous versions that you may have received.

**Personal (Consumer) Accounts** – Personal accounts are available for the non-business, personal use of our customers. Businesses, including sole proprietors, may select one of our business accounts to meet their banking needs.

If personal accounts are being used for business or commercial purposes, we reserve the right to either close the account or request that you present appropriate documentation to substantiate the existence of a business, and change the account to an appropriate business account.

**How you show us that you've agreed to these terms** – By signing our signature card or accepting the terms of our *Online Banking Service Agreement*, opening an account, or continued use of your account, you acknowledge that you have reviewed, understand, and agree to these terms.

**Why we must ask you for identification** – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Customer Due Diligence** – To aid us in complying with the Bank Secrecy Act and related laws and regulations, we may also ask you for specific information regarding the nature of your anticipated account activity, the source of your funds, the purposes of your transactions, the anticipated frequency of such transactions, the relationship you have with persons to whom you send funds and the persons who send funds to you, the ultimate beneficiaries of funds you send and receive, and other questions that may help to clarify the nature and purpose of your transactions.

## DEFINITIONS YOU SHOULD KNOW

It's important for you to understand all the information in your Account Agreement. We've included the following key definitions.

**Adjustments** – Corrections or changes we make to your account (both credit and debit). For example, corrections or changes made as a result of deposits recorded on deposit slips in the wrong amount, or Items you deposit that are returned unpaid.

**Annual Percentage Yield (APY)** – The total amount of interest paid on an account, based on the interest rate and the frequency of compounding expressed as a percentage. Unless otherwise noted, it is for a 365-day period (366-day period in a leap year).

**Annual Percentage Yield Earned (APYE)** – An annualized rate that reflects the relationship between the amounts of interest actually earned on your account during a statement period and the average daily ledger balance in the account for that period.

**Available Balance (or Available Funds)** – The amount of funds available in your account for withdrawal. The Available Balance may not include the amount of a pending transaction; funds on hold based on our *Funds Availability Policy* described in this *Account Agreement*; funds held in connection with transactions identified in a notice of presentation or return; funds held in connection with an adverse claim, a dispute, a levy, or other legal process; or funds held because of a security agreement. This amount may be different from your **Ledger Balance** (the total collected and uncollected funds shown for your account in our records) or **Collected Balance** (the Ledger Balance minus the amount of your uncollected funds).

**Average Monthly (Ledger) Balance (Statement Average Ledger Balance)** – The amount calculated by adding the Ledger Balance in the account for each day of the statement period (excludes interest paid on the last day of the statement period) and dividing that figure by the number of days in the period. Unless otherwise noted, the Average Monthly Ledger

Balance which may be used to avoid the monthly service charge is based on a monthly statement period.

**Business Days** – Monday through Friday, excluding federal holidays, even though we may be open on Saturday or Sunday. Unless otherwise noted, time refers to Pacific Time.

**Combined Balance** – This applies to one or more accounts that you’ve requested we link to your primary checking account. The Combined Balance may be used to determine whether or not you will be assessed monthly service charges.

The Combined Balance is determined by combining:

- The previous monthly statement’s Average Monthly Ledger Balance in all Linked Accounts plus the current monthly statement’s Average Monthly Ledger Balance in your primary checking account; and if linked,
- The previous day’s Ledger Balance in accounts for which a statement has not been generated (e.g., time deposit accounts).

What accounts you can include in your Combined Balance:

- You can ask us to combine balances of up to 20 eligible checking, savings, money market, and time deposit accounts (including IRAs) to arrive at your Combined Balance (restrictions may apply).
- Priority Banking® and The Private Bank clients may include amounts held in individual retirement brokerage accounts (“IRAs”); some Union Bank business accounts (excluding analyzed), and UnionBanc Investment Services®<sup>1</sup> accounts, including Portfolio Connection® accounts. See applicable *Simply Stated Product Guide*.

What you can’t include in your Combined Balance:

- You cannot link accounts to more than one checking account for Combined Balance purposes.

**Debit** – An entry that reduces the Available Balance in your deposit account, such as checks you write.

**Insufficient Funds** – When the Available Balance is not enough to pay any Debit.

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1 Brokerage and investment advisory services available through UnionBanc Investment Services LLC, a registered broker-dealer, investment adviser, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A.:

- **Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate**
- **Are NOT insured by the FDIC or by any other federal government agency**
- **Are subject to investment risks, including possible loss of the principal amount invested.**

**Item** – An order, instruction, or authorization to withdraw or pay funds or money from an account, such as a check, substitute check, electronic transaction, draft, demand draft (commonly referred to as a remotely created check), or other order or instruction for the payment, transfer, or withdrawal of funds.

**Linked Account** – A Union Bank account that is connected to another Union Bank account that you have requested to link. Linked Accounts are sometimes used in order to receive a higher interest rate, bonus, or other enhanced account benefit. For this purpose, the balance history, transaction activity, or other factors may be taken into consideration for both accounts. Linked Accounts must have at least one identical Owner (the same name and in the same capacity on both accounts). Other restrictions may apply. Information about Linked Accounts, including account numbers and balances, may appear on combined statements.

**Please note:** A request to link accounts does not automatically combine statements. If you want combined statements, you must select combined statements (either at a branch or online).

**Overdraft** – A negative balance in your account resulting from Debits presented against an insufficient Available Balance. An Overdraft does not guarantee payment of such Debits.

**Overdraft Fees** – Refers to Overdraft Item Paid, Overdraft Item Returned, and Continued Overdraft Fees.

**Owner** – Refers to the person or persons who hold an ownership interest in the account. An Owner may be an individual or a joint tenant, or may be an individual acting only in a fiduciary capacity, such as a trustee, executor, administrator, or conservator. An Owner may act individually or on behalf of all Owners when taking any actions with respect to the account. Whenever this Account Agreement discusses actions only Owners can take, we will use the term “Owner.”

**PIN** – Refers to your personal identification number.

**Service** – “Service” or “Services” shall mean one or more of the services associated with your deposit account, as described in this Account Agreement.

**We, our, us, and the Bank** – Refers to MUFG Union Bank, N.A., including, without limitation, any branch, division, or other unit of MUFG Union Bank, N.A., and to Union Bank, a registered trademark and brand name of MUFG Union Bank, N.A.

**You and your** – The Owner(s) and any authorized signers on an account.

## USING YOUR ACCOUNT

When it comes to your account, our priority is to help you use it in the most efficient way—and avoid any problems. That’s why you should read the following information carefully and keep this Account Agreement in your records for future reference.

Keep in mind that, as the Owner of an account, it's your responsibility to keep track of your transactions and the Available Balance in your account.

## Deposits

### Source of Deposits –

**Who we may take deposits from:** We may accept Items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit, including, but not limited to, deposits made at an Express kiosk.

**Who can receive cash back:** We may give cash back to any authorized account signer(s) or agent(s) in connection with Items payable to any Owner, whether or not the Items have been endorsed by you.

**What happens to deposits without instructions:** If you make a deposit or payment that is not accompanied by instructions telling us how or where it should be credited, we may apply it at our sole discretion to any deposit account or loan that any Owner maintains with us.

**Limitations –** We may refuse to accept a deposit or an addition to an account, limit its size, or return all or part of it to you. Also, we may reject a scanned image of an Item you deposit at an ATM or other scanning device. You will be sent a Deposit Correction Notice if your deposit is rejected. We also reserve the right to limit the amount of funds that may be maintained in your account(s).

We may also, at our sole discretion, hold funds you deposit if, for any reason, we believe it is necessary to do so in order to limit your and/or our losses.

### Endorsements –

**What endorsement is required:** There are times when we may endorse and/or collect Items deposited to your account without your endorsement. We reserve the right, however, to require your personal endorsement prior to accepting an Item for deposit.

**When there are multiple endorsements:** If you deposit an Item that bears the endorsements of more than one person, or if one or more persons are not known to us, we may refuse the Item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us.

### Items Sent for Collection –

**When this usually occurs:** Often with foreign, questionable, or damaged Items, we may refuse to accept a check or other Item for deposit or may accept it on a collection basis only.

**If we accept an Item for collection:** We will send it to the institution upon which it is drawn, and we may, at our sole discretion, provide provisional credit to your account until the funds are collected from that institution.

**If we choose to credit your account:** We may credit your account before we receive funds from the other institution. If for any reason we don't receive payment, we will charge the amount back against your account.

**About fees:** We may impose a fee in connection with sending and receiving Items for collection (e.g., by charging your account or deducting the fee from the amount paid). Other institutions that send or receive Items for collection involving your account may impose an additional fee for their services.

**Verification and Final Payment –** Any Item that we cash or accept for deposit is subject to later verification and final payment. Regardless of whether you have already used the funds, we may deduct funds from your account if an Item is lost, stolen, or destroyed in the collection process; if it is returned to us unpaid; or if it was improperly paid. Also, keep in mind that cash deposits may be subject to later verification.

### Cashing Checks for Others –

**Why you should protect yourself:** Remember, you are responsible for the transactions on your account, so you should not use your account to cash checks for others who are not well known to you. We may take steps to determine whether a check will be paid, and we may make funds provisionally (temporarily) available to you pending such determination. Ultimately, however, you are responsible for any loss that occurs if the check is returned to us for any reason (for instance, the check is counterfeit).

**About checks from other institutions:** Our employees cannot and do not promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

### Automated Clearing House (ACH) Transfers –

**What an ACH Transfer is:** These are electronic transfers such as direct deposit payroll and vendor payments.

**How your account is credited:** When an ACH transfer is made, credit for the transfer is provisional (temporary) until final payment is received by us. Until that happens, the party originating the transfer is not considered to have made payment to you, and we are entitled to a refund of the provisional credit, even if you have already withdrawn some or all of the funds.

**How this affects your account:** If we give you provisional credit for an ACH transfer but do not receive final payment, we will charge your account for the full amount without prior notice or demand.

**Notice of Incoming Transfer –**

**When we give notice of an ACH transfer:** We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement.

**About notices for non-ACH transfers:** Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so.

**How to check that a transfer has occurred:** By contacting your local branch, customer service, or Telephone Banking service, or through Online Banking.

**Funds Availability Policy**

**Your Ability to Withdraw Funds –** Our policy is to make funds from your cash and check deposits available to you on the 1st Business Day after the Business Day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written, or other Items presented against your account. Please keep in mind, however, that after we make funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid.

For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays.

If you make a deposit before the close of business on a Business Day that we are open, or as posted, we will consider that day to be the day of your deposit. If you make a deposit on a Business Day at one of our ATMs before 9:00 p.m. Pacific Time, we will consider that day to be the day of your deposit. However, if you make a deposit after these hours or on a day that is not considered a Business Day, we will consider that the deposit was made on the next Business Day we are open.

This *Funds Availability Policy* applies to checks deposited at a staffed Union Bank facility, at a Union Bank ATM, night depository, lockbox, Express kiosk, or by mail addressed to Union Bank.

This *Funds Availability Policy* does not apply to checks drawn on banks located outside the United States, checks drawn in a foreign currency, or to checks deposited using Mobile Banking or Remote Deposit Service.

**Longer Delays May Apply –** In some cases, we will not make all of the funds that you deposit by check available to you on the 1st Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the 2nd Business Day after the day of your deposit. The first \$200 of your deposit, however, will be available on the 1st Business Day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the 1st Business Day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the Business Day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, some or all of the funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of computer or communications equipment, that prevents us from making your deposit available to you under the timeframes set forth in our *Funds Availability Policy*.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th Business Day after the Business Day of your deposit.

**Special Rules for New Accounts –** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, and travelers checks, and federal, state and local government checks will be available on the 1st Business Day after the day of your deposit if the deposit meets certain conditions.

For example, the checks must be payable to you. The excess over \$5,000 will be available on the 7th Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the 2nd Business Day after the day of your deposit. Funds from all other check deposits will be available on the 7th Business Day after the day of your deposit.

**Mobile Check Deposits**

Generally, funds representing a deposit using Mobile Check Deposit will be available to you on the 1st Business Day after the Business Day the deposit is received. Your deposit is deemed "received" by us if made on a Business Day prior to 9:00 p.m.,

Pacific Time. Mobile check deposits made after the cutoff or on a non-Business Day will be deemed "received" on the next Business Day. For example, a deposit made on Saturday is deemed received on Monday, and generally your funds will be available for withdrawal on Tuesday. However, in some cases, we may delay funds availability up to the 7th Business Day after the Business Day the deposit is received. We will notify you (e.g., by email or text) if we delay availability of your deposit. Funds availability rules set forth in Federal Reserve Regulation CC do not apply to checks deposited using Mobile Check Deposit. See your *Online Banking Service Agreement* for more information.

## Interest

### Interest Rates –

**How we determine interest rates:** Interest rates paid on our accounts are determined by our management team, based on market conditions and other business factors. Except for time deposits (which usually earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our sole discretion, without prior notice to you.

**About tiered-rate accounts:** On tiered-rate accounts, the interest rate for the account is determined by its range of balance amounts for each interest rate tier. The entire balance is subject to the interest rate tier based on the Collected Balance at the end of each day. We reserve the right to change balance ranges within each interest rate tier and to apply the same interest rate tier to more than one balance range. Please see your *Interest Rate Sheet* for additional information. For current rates, please call or visit one of our branches, or contact us at 1-866-825-6267.

### Calculating Interest –

**How we calculate interest:** We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the Collected Balance in the account each day. Unless otherwise noted, interest is calculated on an actual/365-day period (366-day period in a leap year).

**When interest begins:** Interest on cash deposits, electronic payments, and checks drawn on Union Bank begins to accrue on the Business Day we receive the deposit. Interest on all other Items begins to accrue on the Business Day on which we receive credit for the funds deposited.

**How interest compounds:** Interest compounds (is paid on both principal and accrued interest) daily on savings accounts and monthly on interest-bearing checking accounts and money market accounts.

**When interest does not accrue:** No interest accrues unless the Collected Balance in the account is sufficient to earn at least  $\frac{1}{100}$  of one cent per day at the daily periodic rate in effect.

### Payment of Interest –

**How we pay interest:** Interest is credited to interest-bearing checking and money market accounts monthly on the last day of the cycle period. Interest will be paid to savings accounts quarterly on the last Business Day of each quarter. If an account is closed during a month, accrued interest will be paid up to (but not including) the closing date. If an account is converted to a non-interest earning account, accrued but not yet paid interest will be forfeited. For accounts with special statements (e.g., weekly, dated, or flexible), interest will be paid on the last Business Day of the month.

**What can affect interest payments:** If you change your account type, the payment of interest may be affected. See *How we pay interest* above. (see also the *Changing Account Types* section of this Account Agreement).

For time deposits, please see the *Interest* section in our *Time Deposit Accounts Disclosure* and receipt.

## Withdrawals

### Authorized Account Signers -

**How we identify authorized signers:** Your signature card or electronic account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain other supporting services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. Any one account Owner or authorized signer can withdraw part or all of the money, subject to the terms and conditions of this Account Agreement, without the signature or permission of the other account Owners or authorized signers. The foregoing holds true even if the withdrawal is conducted by an account Owner who is a minor.

**If you designate multiple signatures:** Although your signature card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is basically for your own internal purposes. It is not binding on us. We assume no duty or obligation to enforce multiple signature requirements or to confirm that 2 or more authorized signers have approved any transaction, even if we have notice of this requirement. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may occasionally attempt to enforce the multiple signature requirement shown on your signature card (e.g., by refusing to permit a transaction by fewer than the stated number of authorized signers), we may cease doing so at any time at our sole discretion and without prior notice to you. You agree and acknowledge that our decision to enforce the multiple signature requirement one or more times in no way obligates us to continue the practice at a later time.



**If we agree in writing to enforce a multiple signature requirement:** You agree to use checks that bear a legend above the signature lines stating that 2 signatures (or more, if applicable) are required.

**Your responsibilities for authorized signers:** You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction.

**Our responsibilities for authorized signers:** We may pay any check that bears a signature or endorsement made by you, even if such signature or endorsement does not match the authorized signature on file with us. We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. Please be aware that we have no duty to investigate or question withdrawals or the application of funds.

**Identification Requirements –**

**When we may ask for identification:** When you make a withdrawal or close an account, we may (but are not obligated to) require suitable identification and/or presentation of account ownership records. This can also include, at our sole discretion, the signatures or approval of all Owners.

**Check Requirements –** All checks written on your account must be drawn in U.S. dollars. We may, at our sole discretion, refuse to pay any check that does not have the required number of signatures or that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. If your checks are presented for payment or acceptance on a Saturday, Sunday, or federal holiday; after the close of business on a Business Day; or as otherwise posted, we may consider them as received on the next Business Day.

**Cash Limitations –** Cash withdrawals or payments at any branch or Express kiosk may be restricted due to the limited amount of currency on hand in a branch or Express kiosk. Cash withdrawals greater than \$50,000 will generally not be accommodated at a branch. If we don't have enough cash to make a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Bank check. We assume no responsibility to provide personal protection for customers who choose to carry large sums of money to or from our premises. Also, please see the discussion regarding the Kiosk Withdrawal Limit and Cash Back Limit for Express kiosks under the *Express Banking* subsection, which is under the *Electronic Funds Transfers* section of this Account Agreement.

**Check Cashing for Non-Customers –** We generally permit the payee of a check you write on your Union Bank account to present the check for payment at most of our full-service

branches, including our Express kiosks. This does not include limited-service facilities, branches that are not open to both consumers and businesses, or where otherwise posted. It also does not apply to Items that require special processing or presentation at a specific location, such as “payable at” checks. Payees should contact a local branch for more information.

**What non-customer transactions require:** When non-Union Bank customers cash your checks at our branches or at an Express kiosk, we may require that they present us with a signature or endorsement guarantee from another financial institution, as well as valid photo identification and/ or a fingerprint for security purposes.

We may charge a fee to a non-Union Bank customer who cashes your check at one of our branches or Express kiosks. The fee will be charged to the person cashing your check and deducted from the face value of your check.

**Transaction Limitations for Savings and Money Market**

**Accounts –** Transactions involving these accounts are limited by federal regulation. You may make no more than 6 limited transfers and/or withdrawals (subject to Available Balance):

- Per calendar month for savings accounts
- Per monthly statement period for money market accounts
- Per calendar month for money market accounts if statements were requested to be on a specific day each month

By:

**Limited Transactions (subject to Available Balance):**

	Savings	Money Market
Deposit Overdraft Protection transfers	●	●
Checks	N/A	●
Debit card (or ATM card) purchases or payments	●	●
Preauthorized transfers to another payee or institution (includes ACH or wires)	●	●
Online bill payments	N/A	●
Online banking transfers	●	●
Mobile banking transfers	●	●
Automatic transfers to a Union Bank deposit account	●	●
Telephone transfers	●	●

**Unlimited Transactions** (subject to Available Balance):

	Savings	Money Market
ATM transactions	●	●
In-person transactions (includes Express kiosks)	●	●
Automatic transfers to make a Union Bank loan payment	●	●
Deposits of any kind	●	●

If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, close your account, or convert it to another type of account without prior notice. If we convert your account to a non-interest earning account, accrued but not yet paid, interest will be forfeited. We will impose an Excess Activity Charge for exceeding the limits. We will immediately charge this fee for each transaction that exceeds the limits, regardless of the account balance (however, any Excess Activity Charges assessed in excess of 5 per statement period/calendar month will be subsequently added back to your account balance). If your account is closed or converted as a result of excessive transactions, you will not be able to open another savings and/or money market account with us for 12 months from the time the account is closed or converted. **Please note:** We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). Therefore, a check you write during one statement period may not be counted against this 6 transaction limit until a subsequent statement period.

**Transaction Limits for Time Deposits** – Time deposits may be subject to penalties for early withdrawal (See our *Time Deposit Accounts Disclosure*).

**Prohibited Transactions** – You may not use your account or any account-related service to conduct any activity that would violate applicable law.

**Conflicting Information on Checks** – If there is conflicting information (a discrepancy) in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the check, or we may dishonor the check without liability.

**Advance Notice of Withdrawals/Transfers** – We reserve the right to require 7 days’ advance written notice before you withdraw funds from your savings account or money market deposit account.

**Electronic Posting (Presentment) of Transactions** –

*When we may charge your account:* We may charge your account on the day that a check or other Item is presented

(or returned) to us, directly or electronically, for payment. However, if we receive notice that a check or other Item deposited to your account is being returned, or if we receive notice that a check or electronic payment (e.g., at a point of sale) is being processed for collection, we may charge your account or place a hold on funds when we receive the notice.

**When we may place a hold on funds:** Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. If this happens, you agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction (even if that amount is greater than the amount of the actual transaction). The hold will last until the transaction has reached final settlement through the system. Keep in mind that this could affect your Available Balance to cover other transactions.

**Available Balance Determination and Use**

The Available Balance in your deposit account is the amount we can use to pay Debits presented for payment.

Some or all of the funds in your deposit account may not be immediately available for withdrawal or use because of a delay in availability pursuant to our *Funds Availability Policy* or a hold as allowed under law or this Account Agreement.

Specifically, we calculate your Available Balance as follows:

Each Business Day, we start with the ending balance in your deposit account from the previous Business Day, which is a result of our overnight processing of all transactions that were presented for debit or credit to your deposit account. This ending balance is also referred to as your “Ledger Balance.”

We start with the Ledger Balance and then we:

- Add all incoming credits which we are required to make available in your deposit account for immediate use, such as cash or other deposits.
- Subtract any amounts you cannot immediately withdraw or use due to a hold we placed including holds due to our *Funds Availability Policy* or legal process.
- Subtract your pending Debit transactions that are known to us, such as debit card purchases, ATM withdrawals, or other preauthorized withdrawals and applicable fees.

Debit or credit transactions presented during the day are “pending” until we “post” them through our nightly batch process each Business Day. Transactions presented on a non-Business Day will be pending until we post them on the next Business Day.

**Please note:** Your Available Balance will not reflect the following:

- Credits for outstanding ATM deposits that were made after the applicable cut-off hour.

- Debits that are received after the applicable cut-off hour, such as outstanding checks you have written and preauthorized one-time or recurring automatic debits.

**How ATM and Debit Card Transactions Affect Your Available Balance** – Your Available Balance will be reduced by the amount of each ATM and debit card transaction we authorize even though we have not received the merchant’s request to debit your deposit account for final payment (final settlement). Specifically, we hold the amount of an ATM or debit card transaction we previously authorized. When the merchant’s request for final payment is received by us, we will then post the pending Debit to your deposit account.

Also, it may be possible that the amount presented to us for final settlement is lower or higher than the amount authorized by us. For example, we gave an authorization to a merchant for a debit card transaction prior to any tip you added, or we gave an authorization to a merchant, such as a gas station, hotel, or car rental agency, and the merchant estimated the amount.

Further, merchants will generally request final settlement within 3 to 4 Business Days, but may take up to 30 Business Days. If the merchant takes more than 7 Business Days, we will, in most cases, release the preauthorized amount by the 8th Business Day. The released amount will be added to your Available Balance and we will debit your deposit account when we receive the merchant’s request for final payment.

### Transaction Posting Order

Each Business Day we post debit and credit transactions to your deposit account during our nightly batch process in the following order:

First, we post all credit transactions that we receive before the applicable cut-off hour.

Next, we post debit Adjustments, Union Bank fees and Debits that we have previously authorized and are required to pay, such as ATM withdrawals, ATM and debit card transactions, legal orders, and chargebacks. Some fees will post with the affected transaction and not separately. Fees related to the balance in your deposit account will post at the end of the batch process. We will sort like transactions into separate groups and post transactions in each group in ascending order (lowest to highest) by amount.

Finally, we post all the remaining Debit transactions in descending order (highest to lowest) by amount. These transactions include checks, bill payments, one-time and recurring transfers from your deposit account to another deposit account or Union Bank loan account, electronic debits (such as ACH), and any remaining fees that have not posted (such as a Monthly Service Charge and other fees that are based on your ending Ledger Balance).

**Please Note:** Our transaction posting order may affect the number of Overdraft Fees assessed when there is an insufficient Available Balance in your deposit account to cover all Debits processed on a given Business Day.

### Overdrafts

#### How Overdrafts Occur

When a Debit is presented against an insufficient Available Balance, we will look to any linked Overdraft Protection Services you established for your account. If you do not have sufficient available balances in your linked Overdraft Protection Service(s) to pay the Debit, your deposit account will be overdrawn.

You can check your account activity through Online Banking or contact us. We also offer the ability for you to enroll in Alerts through Online Banking in order to get account balance information through email and text Alerts, or Push Notifications.

#### What We Do If Overdrafts Occur

If an Overdraft occurs, we can exercise our discretion to pay the Debit or return the Debit unpaid. If we return the Debit unpaid, the amount of the Debit will be credited to your account the following Business Day.

#### When We Charge Overdraft Fees

**Overdraft Fee (Overdraft Item Paid or Overdraft Item Returned Fees)** – We may charge Overdraft Fees when Debits are presented against an insufficient ending Available Balance (up to the daily maximum), whether we pay or return a Debit. We may assess this fee for each Debit we pay or return when your ending Available Balance is overdrawn by \$5 or more at end of overnight processing. For the purpose of charging Overdraft Fees, we consider the “ending” Available Balance as your Ledger Balance minus your pending Debit transactions that are known to us, such as debit card purchases.

**Continued Overdraft Fee** – If you overdraw your deposit account and fail to deposit enough funds to fully cover any overdraft amount by the 7th consecutive calendar day that your deposit account has been overdrawn, we will charge you a Continued Overdraft Fee. For this purpose, the 1st day is the day the overdraft occurred. Starting on the 7th calendar day, we will charge this fee for each Business Day that the account remains overdrawn for up to 5 Business Days.

For further information on Overdraft Fees, please see the applicable *Fee Schedule*.

#### Your Obligation to Cover Overdrafts

In the event your deposit account is overdrawn, you agree to pay the amount of the overdraft promptly, without notice or demand from us. Also, you agree that each account Owner

is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the Owner participates in the transaction or benefits from its proceeds.

You agree and acknowledge that our decision to pay one or more Debit transactions presented against an insufficient Available Balance in your deposit account which will result in an overdraft in no way obligates us to continue the practice at a later time. Also, you agree and acknowledge that we can discontinue the practice at any time without cause or notice to you.

Further, you agree that we may use subsequent deposits and other credits to the account, including, without limitation, deposits of state and federal benefit payments, such as deposits of government, welfare, retirement, and Social Security benefits, to cover any overdraft existing in your deposit account, to the fullest extent permitted by law.

### Overdraft Services

We offer two categories of overdraft services. One category is Overdraft Protection Services and the other category is Overdraft Coverage Services.

### Overdraft Protection Services

Our Overdraft Protection Services involve either an Available Balance that you maintain in another eligible deposit account held with the Bank or available credit on an eligible line of credit (subject to credit approval). Overdraft Protection Services may be less costly than paying Overdraft Fees.

**Please Note:** Overdraft Protection Services will not be used in circumstances that involve an account having an insufficient Available Balance to pay a Debit due to a hold we placed on your funds pursuant to this Account Agreement (e.g., a hold placed by us pursuant to our *Funds Availability Policy* or in connection with an adverse claim, a dispute, a levy, or other legal process). For example, if your checking account has an insufficient Available Balance to pay a Debit presented for payment because the funds are subject to a hold we placed, then we will not use available funds from another deposit account, such as your savings account, or available credit from a line of credit, such as your Cash Reserve Account, to pay the Debit.

### Deposit Overdraft Protection

**What is Deposit Overdraft Protection** – With this service, you authorize the Bank to make automatic transfers from your eligible checking, money market, or savings account (“Deposit Overdraft Protection Account”) to your checking account to cover Debits (including transfers between checking, money

market, and savings accounts) authorized or presented for payment against an insufficient Available Balance. This service allows you to designate only one eligible deposit account as the Deposit Overdraft Protection Account. Also, please keep in mind that if you designate a savings or money market account as the Deposit Overdraft Protection Account, then each transfer from the savings or money market account to cover a Debit presented against your checking account will count as one of the 6 “limited transfers” you are allowed per monthly statement period or calendar month. Please see the heading, “*Transaction Limitations for Savings and Money Market Accounts*” of this Account Agreement for further information.

**How does Deposit Overdraft Protection work** – Each time Debits are presented for payment against an insufficient Available Balance in your checking account, we will transfer the exact amount from your Deposit Overdraft Protection Account needed to cover each Debit plus the amount of our Deposit Overdraft Protection Transfer Fee (“Transfer Fee”), and place it in your checking account. However, we will only make a transfer from your Deposit Overdraft Protection Account if your Available Balance in the Deposit Overdraft Protection Account will be enough to cover at least one entire Debit presented against the insufficient Available Balance in your checking account **and** the Transfer Fee. Also, the Available Balance in your Deposit Overdraft Protection Account may be reduced to as low as \$1, unless you specify a different minimum dollar amount that must remain in your Deposit Overdraft Protection Account as the Available Balance in connection with Deposit Overdraft Protection.

We will deduct the Transfer Fee when we post the Debits to your checking account. We only charge the Transfer Fee once per Business Day. Please see the applicable *Fee Schedule* for further information.

At our option, we will either pay or return Debits that cannot be covered by the combination of the Available Balance in both your checking account and Deposit Overdraft Protection Account. Either action will cause you to incur Overdraft Fees, and may cause your checking account to remain overdrawn.

If your checking account remains overdrawn and your Deposit Overdraft Protection Account later contains a sufficient Available Balance to cover part or all of the overdrawn amount, we will then transfer funds from your Deposit Overdraft Protection Account to cover or reduce the overdrawn amount. In this instance, we will not charge our Transfer Fee.

**What deposit accounts are not eligible for Deposit**

**Overdraft Protection** – Deposit Overdraft Protection is not available for Kidz Savings, Portfolio Connection<sup>®2</sup> accounts, Electronic Transfer Accounts (ETA<sup>SM</sup>), and Union Bank Access Accounts. Teen Savings accounts that are not jointly owned with an adult.

**What happens when you have multiple overdraft services** – Please see below, under the heading, “**Processing Order for Multiple Overdraft Services**,” for further information on how transfers or advances are processed when you have multiple overdraft services.

**Cash Reserve Account**

**What is Cash Reserve Account** – This service involves a revolving line of credit subject to credit approval. Specifically, if you are approved for a Cash Reserve Account, we will make automatic advances from your Cash Reserve Account to cover Debits (including transfers between checking, money market, and savings accounts) authorized or presented for payment against an insufficient Available Balance in your checking account. You agree and acknowledge that any advances made by us in connection with the Cash Reserve Account are subject to your available Cash Reserve Account limit. Further, you agree and acknowledge that all advances from your Cash Reserve Account are subject to the terms and conditions of our Cash Reserve Account Agreement and Disclosure, including, but not limited to, the terms and conditions regarding repayment calculations.

**How does Cash Reserve Account work** – Each time Debits are presented for payment against an insufficient Available Balance in your checking account, we will advance the amount for each Debit, rounded up to the nearest dollar, from your Cash Reserve Account. We will charge a Cash Reserve Advance Fee to your Cash Reserve Account, which will be listed on your Cash Reserve Account statement as a “Cash Reserve Advance Fee,” when we make automatic advances from your Cash Reserve Account pursuant to the Cash Reserve Account Agreement and Disclosure. We only charge the Cash Reserve Advance Fee once per Business Day.

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2 Brokerage and investment advisory services available through UnionBanc Investment Services LLC, a registered broker-dealer, investment adviser, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A.:

- **Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate**
- **Are NOT insured by the FDIC or by any other federal government agency**
- **Are subject to investment risks, including possible loss of the principal amount invested.**

However, we will only make an automatic advance from your Cash Reserve Account if your available Cash Reserve Account limit will be enough to cover at least one entire Debit presented against the insufficient Available Balance in your checking account **and** the Cash Reserve Advance Fee. The Advance Fee does not apply to advances of less than \$10 or to Cash Reserve Accounts originated in the state of Washington.

Also, Debits that cannot be covered by the combination of the Available Balance in your checking account and the available Cash Reserve Account limit may be returned unpaid. Our decision to pay or return the Debit will cause you to incur Overdraft Fees and may cause your checking account to remain overdrawn.

If your checking account remains overdrawn and any funds become available in the Cash Reserve Account on a later date, we will advance funds from your Cash Reserve Account to cover or reduce the overdrawn amount. In this instance, we will not charge our Cash Reserve Advance Fee.

**What deposit accounts are not eligible for Cash Reserve Account** – Cash Reserve Account is not available for Teen Access<sup>®</sup>, Portfolio Connection<sup>®3</sup> accounts, Electronic Transfer Accounts (ETA<sup>SM</sup>), and Union Bank Access Accounts.

**What happens when you have multiple overdraft services** – If you are enrolled in Cash Reserve Account, then your checking account will not be eligible for Overdraft Coverage Services.

**Accounts enrolled in Deposit Overdraft Protection which have Cash Reserve Account covering the same checking account** – In the event a checking account is enrolled in both Deposit Overdraft Protection and Cash Reserve Account and you do not have a sufficient Available Balance in Deposit Overdraft Protection to cover an entire Debit, the Available Balance from the Deposit Overdraft Protection Account will be used first, and then the remaining amount needed to cover the Debit will be advanced from the Cash Reserve Account. In these instances, a Deposit Overdraft Protection Transfer Fee will be charged to the checking account and a Cash Reserve Advance Fee will be charged to your Cash Reserve Account.

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3 Brokerage and investment advisory services available through UnionBanc Investment Services LLC, a registered broker-dealer, investment adviser, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A.:

- **Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate**
- **Are NOT insured by the FDIC or by any other federal government agency**
- **Are subject to investment risks, including possible loss of the principal amount invested.**

Please see below, under the heading, “**Processing Order for Multiple Overdraft Services**,” for further information on how transfers or advances are processed when you have multiple overdraft services.

### **Overdraft Protection Linked to a Union Bank Credit Card**

**What is Overdraft Protection Linked to a Union Bank Credit Card** – This service involves a Union Bank Credit Card. You must apply for a Union Bank Credit Card, which is subject to approval. Only consumer Union Bank Credit Cards are eligible for enrollment in Overdraft Protection Linked to a Union Bank Credit Card. Specifically, if you are approved for a Union Bank consumer credit card, and enroll in this service, then you authorize the Bank to make advances on your Union Bank Credit Card (subject to your available credit) in order to cover Debits (including transfers between checking, money market, and savings accounts) presented for payment against an insufficient Available Balance in your checking account.

You agree and acknowledge that all advances from your Union Bank Credit Card are subject to your available credit and to the terms and conditions of our Cardmember Agreement, Disclosure Statement and Security Agreement (commonly referred to as the Cardmember Agreement), and the Summary of Credit Terms.

**Please note:** Activation of the overdraft protection service may take up to 5 Business Days from the initial request to enroll in the overdraft protection service.

**How does Overdraft Protection Linked to a Union Bank Credit Card work** – Each time one or more Debits are presented for payment against an insufficient Available Balance in your checking account, we will advance funds from your Union Bank Credit Card in order to cover the Debit or Debits. The advance from your Union Bank Credit Card is taken in multiples of \$50. Specifically, a \$50 minimum advance from your Union Bank Credit Card will occur in order to cover Debits presented against an insufficient Available Balance in your checking account even though the amount needed in your checking account is less than \$50. Further, if the amount needed in your checking account is more than \$50, then we will advance the next highest multiple of \$50 that will equal or exceed the amount needed in the checking account. For example, if your checking account is short \$125 to cover Debits presented, then you understand and agree that we may automatically make an advance of \$150 from your Union Bank Credit Card for deposit into your checking account. We will make advances only once each Business Day.

However, we will only advance from your Union Bank Credit Card if you have a sufficient amount of credit available on your Union Bank Credit Card to cover the Union Bank Credit Card Overdraft Advance Fee **and** either the entire amount needed in your checking account for the Business Day (to

next highest multiple of \$50) or at least to pay one entire Debit presented against an insufficient Available Balance for the Business Day. This means that you may have an overdrawn amount in your checking account even though we made an advance from your Union Bank Credit Card as a result of your enrollment in Overdraft Protection Linked to a Union Bank Credit Card. The total amount we advance from your Union Bank Credit Card will appear on the checking account statement for the Business Day an advance is made.

Also, any negative balance from a previous Business Day will not trigger an advance from your Union Bank Credit Card unless another eligible Debit or Debits are presented for payment against an insufficient Available Balance in your checking account on the current Business Day (through our nightly batch process) and there is a sufficient amount of credit available on your Union Bank Credit Card to cover at least one additional Debit (to next highest multiple of \$50).

We will charge you a Union Bank Credit Card Overdraft Advance Fee, which will be listed on your credit card statement as an “Overdraft Advance Fee,” each time we make an advance from your Union Bank Credit Card in order to pay a Debit presented against an insufficient Available Balance in your checking account. We only charge the Union Bank Credit Card Overdraft Advance Fee once per Business Day.

If you do not have a sufficient amount of credit available on your Union Bank Credit Card to cover the entire amount needed in your checking account (to next highest multiple of \$50), your checking account will be subject to Overdraft Fees.

Only one checking account may be linked to one Union Bank Credit Card account. Also, both the checking account and Union Bank Credit Card must have a common Owner. If your checking account is changed to a closed status for any reason, we may terminate Overdraft Protection Linked to a Union Bank Credit Card for the checking account without notice to you. You may cancel Overdraft Protection Linked to a Union Bank Credit Card at any time.

**How does Overdraft Protection Linked to a Union Bank Credit Card for real time transactions work** – Overdraft Protection Linked to a Union Bank Credit Card does not advance for Debits that require real time authorization. Specifically, we will not make an advance on your Union Bank Credit Card for transactions requiring real-time authorization (such as ATM withdrawals, ATM or debit card purchases, and cash withdrawals in a Union Bank branch). If you attempt a transaction requiring real-time authorization and there is an insufficient Available Balance in the checking account, the transaction will be declined.

**What deposit accounts are not eligible for Overdraft Protection Linked to a Union Bank Credit Card** – Overdraft Protection Linked to a Union Bank Credit Card is not available

for Teen Access<sup>®</sup>, Portfolio Connection<sup>®4</sup> accounts, Electronic Transfer Accounts (ETA<sup>SM</sup>), and Union Bank Access Accounts.

**What happens when you have multiple overdraft services –**

If you are enrolled in Overdraft Protection Linked to a Union Bank Credit Card, then your checking account will not be eligible for Overdraft Coverage Services.

Please see below, under the heading, “**Processing Order for Multiple Overdraft Services**,” for further information on how transfers or advances are processed when you have multiple overdraft services.

**Overdraft Coverage Services**

Our Overdraft Coverage Services serve as accommodations and are based on our sole discretion. Whether we authorize or pay a Debit presented against an insufficient Available Balance in your checking or money market account depends upon several factors, including your account-related behavior. For example, we typically do not authorize or pay such Debits if your checking or money market account is not in good standing or you are not making regular deposits. We may not authorize or pay Debits presented against an insufficient Available Balance in a new account for approximately 30 calendar days after the date of account opening.

Enrollment into Overdraft Coverage Services is not guaranteed. Further, you agree and acknowledge that we reserve the right not to pay a Debit presented against an insufficient Available Balance if your checking or money market account is not in good standing. Authorization or payment of a Debit presented against an insufficient Available Balance is always at our sole discretion. The dollar amount we may authorize or pay under any Overdraft Coverage Service is subject to change daily without prior notice to you.

**Standard Overdraft Coverage**

**What is Standard Overdraft Coverage –** With this service, we may, at our sole discretion, pay checks, bill payments, ACH debits, recurring debit card transactions (such as a gym membership payments), and other Debits when they are presented to us for payment or authorization and you do not have a sufficient Available Balance to cover the Debit.

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4 Brokerage and investment advisory services available through UnionBanc Investment Services LLC, a registered broker-dealer, investment adviser, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A.:

- **Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate**
- **Are NOT insured by the FDIC or by any other federal government agency**
- **Are subject to investment risks, including possible loss of the principal amount invested.**

Standard Overdraft Coverage does not apply to ATM or one-time debit card transactions presented to us for authorization when you do not have a sufficient Available Balance to cover the transaction.

**How does Standard Overdraft Coverage work –** Each time a Debit, other than a one-time ATM or debit card transaction, is presented to us for payment or authorization and you do not have a sufficient Available Balance at the time, we will look to see if you have enrolled in an Overdraft Protection Service. Specifically, if you do not have an Overdraft Protection Service or the Overdraft Protection Service account is otherwise not available for use, we will look to your Standard Overdraft Coverage to decide whether we will pay the Debit presented for payment or authorization against the insufficient Available Balance in your checking or money market account. If you are enrolled in and still eligible for Standard Overdraft Coverage, then we may decide to pay the Debit. This will cause you to incur Overdraft Fees and will cause your checking or money market account to be overdrawn.

Your checking or money market account is automatically enrolled in Standard Overdraft Coverage after approximately 30 calendar days after account opening. However, enrollment does not guarantee we will use Standard Overdraft Coverage.

You may cancel Standard Overdraft Coverage at any time by contacting us. If you cancel Standard Overdraft Coverage and you do not have a sufficient Available Balance in your checking or money market account to cover a Debit, we will return the Debit and charge you an Overdraft Fee (see the applicable *Fee Schedule*). You may incur additional fees from the merchant or payee. Cancellation of Standard Overdraft Coverage will also cancel your enrollment in Debit Card Overdraft Coverage, if applicable.

**What deposit accounts are not eligible for Standard Overdraft Coverage –** Standard Overdraft Coverage is not available for savings accounts, Teen Access<sup>®</sup>, Portfolio Connection<sup>®5</sup> accounts, Electronic Transfer Accounts (ETA<sup>SM</sup>), or Union Bank Access Accounts or accounts enrolled in Cash Reserve Account or Overdraft Protection Linked to a Union Bank Credit Card.

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5 Brokerage and investment advisory services available through UnionBanc Investment Services LLC, a registered broker-dealer, investment adviser, member FINRA/SIPC, and subsidiary of MUFG Union Bank, N.A.:

- **Are NOT deposits or other obligations of, or guaranteed by, the Bank or any Bank affiliate**
- **Are NOT insured by the FDIC or by any other federal government agency**
- **Are subject to investment risks, including possible loss of the principal amount invested.**

Please see below, under the heading, “**Processing Order for Multiple Overdraft Services**,” for further information on how transfers or advances are processed when you have multiple overdraft services.

### Debit Card Overdraft Coverage

**What is Debit Card Overdraft Coverage** – With this service, you authorize us, in our sole discretion, to pay ATM or one-time debit card transactions, when they are presented to us for authorization or payment and you do not have a sufficient Available Balance in your checking or money market account. You also authorize us to charge an Overdraft Fee when we decide to pay such transactions. You must choose to enroll in Debit Card Overdraft Coverage.

**How does Debit Card Overdraft Coverage work** – Each time an ATM or one-time debit card transaction is presented to us for authorization and you do not have a sufficient Available Balance at the time, we will look to see if you have enrolled in Debit Card Overdraft Coverage. Specifically, if you do not have Deposit Overdraft Protection or the Deposit Overdraft Protection Account is otherwise not available for use, then we will look to Debit Card Overdraft Coverage to decide whether we will authorize the ATM or one-time debit card transaction presented against an insufficient Available Balance in your checking or money market account. If your checking or money market account has an insufficient Available Balance to pay the ATM or one-time debit card transaction when it is presented to us and Debit Card Overdraft Coverage is available, the Debit will be paid which will cause you to incur Overdraft Fees and may cause your checking or money market account to be overdrawn.

You may cancel, and/or re-enroll in Debit Card Overdraft Coverage at any time through Online Banking or by contacting us. We will provide you with confirmation of any enrollment, cancellation or re-enrollment. If you choose not to enroll or you enroll and then cancel Debit Card Overdraft Coverage and do not have a sufficient Available Balance in your checking or money market account to cover an ATM or one-time debit card transaction, we may decline the transaction. We will not charge you Overdraft Fees on declined ATM or debit card transactions.

Debit Card Overdraft Coverage is only available if you also have *Standard Overdraft Coverage* (see above).

### Processing Order for Multiple Overdraft Services

Depending upon the Overdraft Protection Services and/or Overdraft Coverage Services linked to your deposit account, Debits presented for payment or authorization when your deposit account has an insufficient Available Balance will be covered first by Deposit Overdraft Protection, then by the Cash Reserve Account, then by Overdraft Protection Linked

to a Union Bank Credit Card, and finally by Standard Overdraft Coverage or Debit Card Overdraft Coverage, as applicable.

### Fees

#### **How to Limit/Avoid Fees** –

**How to stay on top of fees:** You may be able to avoid a Monthly Service Charge on some accounts by maintaining a designated balance or signing up for direct deposit. You can also avoid certain fees, such as Overdraft Fees, by keeping your account balanced. Know your balance at all times, and don't forget automatic bill payments and temporary deposit holds. Also, take into consideration transactions that haven't cleared yet, such as debit card authorizations.

**Managing your account 24/7:** Union Bank Online Banking and Mobile Banking services make it easier to keep track of your account activity, anytime and anywhere. If you want, we'll even send you text or email alerts to warn you when your account balance has dropped to a pre-set level. To enroll in these services, visit [www.unionbank.com](http://www.unionbank.com).

#### **Our Fee Schedule** –

**What the Fee Schedule includes:** Our *Fee Schedule* is provided to you as a separate document. It includes itemized descriptions of the most frequently charged fees for your account or Bank services.

**What is not in the Fee Schedule:** Some services are negotiated separately and may be subject to other written agreements with us (e.g., safe deposit boxes). Information on fees for services not covered by the *Fee Schedule* is available upon request.

**Charges and Fees** – Monthly service charges are applied the 1st day of the statement period and collected on the last day of the statement period or, if applicable, the date the account is closed. Your account may be subject to prorated service charges for the partial period of service between the last statement period and the date of account closure. Owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees and charges, including fees and charges resulting from actions of an account Owner who is a minor. We may deduct these account fees and charges automatically from your accounts.

**Current Fee Information** – The fees, rates, and benefits described in this Account Agreement and in the applicable *Fee Schedule* were current as of the date of publication, but are subject to change. You can obtain current information by calling us at the number listed at the beginning of this Account Agreement.



The following terms apply to electronic funds transfers governed by the Electronic Fund Transfer Act. Any Owner or authorized signer on an account that requires only one signature for the withdrawal of funds may apply for electronic funds transfer services on behalf of all of you. Once an electronic funds transfer service is established, any authorized signer on your account may act alone in conducting electronic funds transactions, regardless of the number of required signers indicated on the account application, even if we have entered into a separate written agreement to the contrary.

**Preauthorized/Recurring Transfers** – Preauthorized electronic funds transfers may be made to your account from a third party (e.g., the Social Security Administration, a pension fund, or your employer) or from your account to a third party (e.g., recurring loan or insurance payments through the Automated Clearing House).

**Preauthorized transfers do not include:** a) transactions initiated by check, draft, or similar paper instrument; b) transfers to or from business or other non-personal accounts; c) individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings and automatic loan payments to us from your account); or d) transfers initiated by telephone.

**Please note:** If federal recurring or other electronic payments are deposited into your account, the payments may be affected by a change in account status or transfer (e.g., you move your account to another branch). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic funds transfer services.

If you schedule regular recurring Telephone Banking transfers or Union Bank loan payments, your request to stop transfer(s) or payment(s) must reach us at least 3 Business Days before the transfer or payment is scheduled (see the *Stopping Preauthorized Transfers from Your Account* section).

### Consumer Foreign Wire Remittance Transfers

When initiating an international wire transfer in United States dollars (USD), the Bank may automatically convert (Auto Convert) your USD wire transfer to the foreign currency of the beneficiary's account. The Bank (on a best effort basis) will not Auto Convert if the beneficiary's account can only accept USD. You may opt out of Auto Convert by sending us written notice either in full (i.e., as to all beneficiaries and foreign currencies) or in part (i.e., only as to certain beneficiaries and foreign currencies).

Please see the *Master Funds Transfer Agreement and Security Procedures* for terms and conditions related to consumer foreign wire remittance transfers.

**Electronic Check Conversion** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You also may authorize a merchant or other payee to make a one-time electronic transfer from your account to collect a charge in the event your check/transaction is returned (e.g., for insufficient funds).

### Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

**Automatic Transfer Service** – The Automatic Transfer Service allows you to establish recurring transfers on a fixed daily, weekly, monthly, or quarterly schedule, between a Union Bank checking, money market, or savings account that you own and another Union Bank checking, money market, savings, or IRA account that you own. Recurring transfers can be set up through Online Banking, Telephone Banking Services (See Telephone Banking Services), or a Union Bank branch (restrictions may apply). If the date of the transfer is not a Business Day, the transfer will be made on the following Business Day. These transfers are not considered direct deposits.

Changes or cancellations of recurring transfers established through Online Banking must be made through Online Banking. Changes or cancellation of recurring transfers established through Telephone Banking can be made through Telephone Banking or at a branch. Changes or cancellations of recurring transfers established at a branch must be made through the branch by completing a form, which you may obtain at the branch.

You are responsible for ensuring there is a sufficient Available Balance in the account being debited on the date of the transfer. If there is an insufficient Available Balance, the transfer will be subject to Overdraft Fees, or Overdraft Protection transfer or advance fees, as applicable.

Transaction limitations apply to savings and money market accounts. Please refer to the *Transaction Limitations for Savings and Money Market Accounts* section of this Account Agreement.

**Telephone Banking Services –**

Contact Phone Number: 1-800-238-4486  
 For Hearing Impaired: 1-800-826-7345

**When services are available:** Telephone Banking automated services are available to you 24 hours a day, 7 days a week. To speak with a Union Bank representative, you can contact us Monday through Friday, from 7:00 a.m. to 9:00 p.m., and Saturday, from 8:00 a.m. to 5:00 p.m. (Pacific Time), except federal holidays.

**What our automated services allow you to do:**

- Receive account information
- Transfer funds
- Place stop payments
- Order checks
- Notify us of a change of address
- Activate your debit card
- Report or replace a lost or stolen ATM card or debit card
- Change your card or Telephone Banking PIN
- Inquire about loan balances and obtain payoff information
- Order copies of checks, deposits, and statements

**What's the cutoff time for Telephone Banking requests:**

Telephone Banking transfer requests made before midnight (Pacific Time) on a Business Day will be processed on the same day. Transfer requests made after midnight (Pacific Time) or on a non-Business Day will be processed on the next Business Day.

**When the system is unavailable:** Access to Telephone Banking may not be available on federal holidays, during system maintenance (typically between 2:00 a.m. and 4:00 a.m., Pacific Time), or due to circumstances beyond our control (such as fire, earthquake, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or natural disaster). We are not responsible for any loss or delay you may experience as a result of the unavailability of Telephone Banking.

**How to access Telephone Banking:** You may use either your account number, an access number, or your 16-digit ATM card or debit card number followed by your 4-digit PIN in order to access automated services. Access to Telephone Banking is limited to an individual and based on his or her PIN.

**Telephone Transfers –**

**What transfer services are available:** You may request transfers to or from your Union Bank accounts by telephone at any time through our Telephone Banking services, and you may set up recurring transfers from any Union Bank account that you own. You may also make transfers to or from accounts you own at other domestic financial institutions.

**Who can make telephone transfers:** Telephone transfers can be made from one account to another when the caller is an Owner or authorized signer on both accounts. If you need to transfer funds to a third-party bank account or between accounts with different signature requirements, you may be required to execute the Telephone Banking Enrollment Form. The form is available at [www.unionbank.com](http://www.unionbank.com) or your local branch.

**When funds are made available:** If funds are available in the account from which the funds are being transferred, the funds may be made available immediately upon transfer.

**About transfer instructions:** Our understanding of the transfer instructions and our records shall be conclusive evidence of the actual instructions given.

**Telephone Banking Limitations –** The aggregate dollar amount of funds transfers by means of our Telephone Banking service to accounts you do not own at Union Bank or to accounts at other financial institutions may not exceed a cumulative total of \$5,000 per Business Day. For security reasons, we may limit the number or amount of transactions through this service. We also may delay or reject a transfer if we suspect that you did not authorize it.

**Telephone Banking Help –** For services not listed above, you may speak to a Union Bank representative. If you wish to mail us a request or have questions regarding Telephone Banking, contact us at the address and number on the first page of this Account Agreement. If you send us a written request regarding a scheduled telephone transfer or Union Bank loan payment request, it must reach us at least 3 Business Days before the transaction or payment is scheduled.

**Automated Teller Machine (ATM) Cards and Debit Cards –**

If you request and are eligible for an ATM card or debit card, the account agreement applicable to that service will accompany your card(s) which include your liability for unauthorized transactions. You agree to be bound by its terms and conditions unless you promptly destroy the card(s) and notify us in writing that you do not agree to the terms. Your use of the card(s) will be additional evidence of your agreement to the terms.

**Express Banking –** The Express Banking service is offered through one or more kiosks at certain branches. The Express kiosks can be accessed through the use of your Union Bank ATM card ("ATM card") or Union Bank Debit Card ("debit card"), or with the assistance of a Union Bank Banker (upon proper identification).

You agree and acknowledge that when you use your ATM card or debit card to access or use the Express kiosks, the terms and conditions of your ATM card or debit card will continue to govern your ATM or debit card, including:

- *Important Information About Your Union Bank Debit Card and ATM Card;*

- *Card Carrier*, which displays the approved limits (excluding the use of an Express kiosk);
- *Personal Accounts & Services Disclosure and Agreement*;
- *Applicable Personal Accounts Fee Schedule*; and
- Any amendments to the foregoing (collectively, the “Card Terms”).

The Express kiosks allow you to:

- Receive deposit account information
- Make transfers between your checking, savings, or money market accounts
- Withdraw cash from your checking, savings, or money market accounts
- Make deposits into your checking, savings, or money market accounts, including receiving cash back
- Exchange currency (U.S. currency exchanged for different denominations of U.S. currency)
- Engage in other transactions and services as available

Some of the transactions that appear on a screen of an Express kiosk may not be available to you or may be canceled by the Bank because: (i) the kiosk does not have enough cash; (ii) the transaction in question needs a Union Bank banker to be provided with additional information; (iii) there is an immediate need to protect you, your account, the Bank, or the kiosk, as determined by us in our sole discretion; (iv) for reasons described elsewhere in this Account Agreement; or (v) some other restriction applies.

**Receipts** – You will generally be issued a receipt when you use an Express kiosk. At the Express kiosk, you will be given the choice of having a receipt printed or emailed to your email address on file. If a receipt is unavailable, you will be notified prior to completing your transaction.

The Express kiosks may allow a non-Union Bank customer to do the following:

- Make a deposit into a deposit account owned by one or more customers of the Bank (provided that the non-customer provides the Bank with the customer’s entire and correct deposit account number)
- Engage in other available transactions and services

Notwithstanding the Card Terms above, there are 4 features of the Express kiosks that are different when you use your ATM card or debit card or seek the assistance of a Union Bank banker. They are as follows: 1) the Express kiosks allow you to deposit up to 30 checks per transaction, 2) the Express kiosks allow you to make an internal transfer up to a maximum of \$4,999,999.99 per internal transfer request provided that you have an Available Balance in the deposit account sufficient enough to fund the internal transfer, 3) the Express kiosks allow you to withdraw up to \$10,000 per transaction (“Kiosk Withdrawal Limit”) provided that you have an Available Balance sufficient enough to fund the withdrawal, and 4) the Express kiosks allow you to receive cash back from a deposit up to

\$10,000 per deposit (“Cash Back Limit”). However, the amount of the cash back cannot exceed the amount of the deposit.

The Kiosk Withdrawal Limit and Cash Back Limit are independent of each other and are independent of any daily ATM cash withdrawal limit that may be set forth in your *Card Carrier* or otherwise. The Kiosk Withdrawal Limit and Cash Back Limit both have a 200 bill limit, and such limitation may affect the amount of cash that you can receive from an Express kiosk. We reserve the right to increase the Kiosk Withdrawal Limit or Cash Back Limit, at any location and at any time. Further, the total amount of cash you may obtain from one or more Express kiosks on any one day cannot exceed \$50,000. This means we aggregate all of your cash transactions conducted with an Express kiosk each day.

Other than the limitations elsewhere described, including, but not limited to, those described under the headings *Transaction Limitations for Savings and Money Market Accounts and Cash Limitations* (which is a subsection of the USING YOUR ACCOUNT section) of this Account Agreement, there are no limits on how many internal transfers, withdrawals, or cash back transactions you can make through an Express kiosk.

**Online Banking and Mobile Banking Services** are governed by a separate agreement. If you are eligible for, and enroll in, our Online Banking or Mobile Banking services, the *Online Banking Service Agreement* related to those services will be provided to you online. You can enroll on [www.unionbank.com](http://www.unionbank.com).

#### **Record of Your Transaction –**

**About preauthorized credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us, check your account online, or view your statement to find out whether or not the deposit has been made.

**About preauthorized transfers:** If you have arranged in advance to make regular payments out of your account that may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### **Your Liability for Unauthorized Electronic Funds Transfers –**

By giving your debit card, ATM card, and/or PIN, or other access code to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the ATM card, debit card or PIN, directly or indirectly, until you notify us to cancel your card and issue a new card, or cancel your electronic service.

Tell us AT ONCE if you believe your PIN has been lost or stolen, or if you believe someone has transferred or may transfer

money from your account without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit or any funds from other Overdraft Protection services) if you do not notify us promptly after discovering suspected unauthorized transactions. If you tell us within 2 Business Days after you learn of the loss or theft of your PIN, you can lose no more than \$50 if someone used your PIN without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your PIN, and we can prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500. The foregoing \$500 liability does not apply to consumer debit cards.

Also, if your statement shows transfers you did not make, including those made by card, PIN or other means, or if you believe your receipt is incorrect, tell us at once. If you do not tell us within 60 days after the statement was mailed, delivered, or otherwise made available to you, you may not get back any money you lost after the 60-day period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**Contact Us in the Event of Unauthorized Transfer** – If you believe your PIN has been lost or stolen, call us immediately at 800-238-4486. Automated service is available 24 hours a day, 7 days a week. Personal service is available from 7:00 a.m. to 9:00 p.m., Monday through Friday, and from 8:00 a.m. to 5:00 p.m., Saturday (Pacific Time), except federal holidays. You may also contact us in writing at:

Union Bank  
Dispute Resolution T-64E-6469  
P.O. Box 66515  
Phoenix, AZ 85082-6515

You should also call the number or write to us if you believe an electronic funds transfer occurred using information from your check (e.g., the Bank's routing number and your account number) without your permission.

**Our Liability for Failing to Make Transfers** – If we do not complete an electronic funds transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by our acts or omissions. There are some exceptions. We will not be liable if:

- Through no fault of ours, you do not have enough Available Balance in your account to make the transfer

- The transfer would exceed the amount available on any overdraft line of credit or other Overdraft Protection services you have with us
- If the ATM where you are making the transfer does not have enough cash
- If the ATM, Express kiosk, or other system was not working properly and you knew about the breakdown when you started the transfer
- Circumstances beyond our control (such as fire, earthquake, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us
- The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal
- We have reason to believe the transaction may not be authorized by you
- The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely

There may be other exceptions stated in this Account Agreement.

**Stopping Preauthorized Transfers from Your Account** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing to us. We must receive your request at least 3 Business Days before the payment is scheduled to be made. **(Please note:** If you fail to give us your request at least 3 Business Days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future regular payments to a payee are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least 3 Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages with respect to that payment proximately caused by our acts or omissions.

**In Case of Errors or Questions About Your Electronic Transfers** – Call or write to us as soon as possible at the telephone number/address listed at the beginning of this Account Agreement if you think the electronic transfer on your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later

than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the date, type of claims (error/unauthorized transactions), and dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

Within 10 Business Days after we hear from you, we will determine whether an error occurred and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time that it takes us to complete our investigation. For new accounts, we may take up to 20 Business Days to provisionally credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account until we complete the investigation.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question.

We will tell you the results within 3 Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation. If your account was previously credited, your account will be debited on the day indicated in the written explanation. You may ask for copies of the documents that we used in our investigation.

### **In Case of Errors or Questions About Your Electronic Transfers – Consumer Foreign Wire Remittance Transfers**

Call or write to us as soon as possible at the telephone number/address listed at the beginning of this Account Agreement if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 180 days after the disclosed date of availability of such transfer.

Please provide the following additional information:

- The name (and telephone number if known) of the person receiving the funds
- The dollar amount of the transfer
- The confirmation code or number of the transaction

For errors involving foreign transfers governed by the Electronic Fund Transfer Act, we may take up to 90 calendar

days to investigate your complaint or question. We will tell you the results within 3 Business Days after completing our investigation.

If the error involved a remittance transfer for an incorrect amount and is governed by the Electronic Fund Transfer Act, we will either refund you the amount of the transfer or send the designated recipient the correct amount of funds without additional cost to you or the recipient. If the error involved funds not received by the recipient by the date of availability disclosed to you, we will either refund you the amount of the transfer or send the designated recipient the correct amount of funds without additional cost to you or the recipient, unless you provided us incorrect information, in which case third-party fees may be incurred for resending the transfer. Please see the *Master Funds Transfer Agreement and Security Procedures* for terms and conditions related to transfers to a foreign country.

**Electronic Transfer Fees** – See our current applicable *Fee Schedule* for charges related to electronic funds transfer services, such as ATM, debit card, or Online Banking fees.

**Business Days** – Monday through Friday, excluding federal holidays, even though we may be open on Saturday or Sunday.

**Release of Account Information** – We may release information to others regarding your account and the transactions you perform (see the *Privacy and Release of Information to Others* section).

**Limitations** – Certain transaction limitations are imposed on savings and money market deposit accounts (see the *Transaction Limitations for Savings and Money Market Accounts* section).

**Termination of Service** – We may terminate or suspend your use of our electronic funds transfer services at any time, with or without cause, if:

- You breach this or any other agreement with us
- We have reason to believe that there has been or may be unauthorized use of your account or PIN
- There are conflicting claims to the funds in your account
- You request that we do so

### **Wires/Funds Transfer Orders**

The following provisions apply to transfers governed by Article 4A (Division 11 in California) of the Commercial Code (e.g., domestic wire transfers and certain telephone transfers). They do not apply to the transactions described in the *Electronic Funds Transfers* section; to payments by check, draft, or similar instrument; or to foreign transfers governed by the Electronic Fund Transfer Act. If you have a separate agreement with us with respect to a funds transfer order, the terms of that agreement will supersede any conflicting terms in this Account Agreement.

**Processing Funds Transfer Orders** – At our discretion, we may process your funds transfer order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any funds transfer order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing.

**Cutoff Hours** – Our processing hours for funds transfer orders vary based on location, transaction type, and other factors. Information about our processing hours is available upon request. We may process any funds transfer order we receive after our processing cutoff hour on our next Business Day.

**Funds Transfer Order Accuracy** – You must accurately describe the beneficiary of your funds transfer order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the order solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. We may also process incoming funds transfers based on the account number, rather than on any inconsistent name reflected in the funds transfer order. If you give us a funds transfer order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we use.

**Cancellation and Amendment of Funds Transfer Orders** – You do not have the right to cancel (except for certain transactions governed by the Electronic Fund Transfer Act) or amend any funds transfer order after we receive it. Although we may attempt in our sole discretion to act on any amendment or cancellation request you make (e.g., so long as it is received in a time and manner that permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have performed the amendment or cancellation.

**Unauthorized Funds Transfer Orders** – We may process any funds transfer order we believe is transmitted or authorized by you if we act in compliance with the security procedure agreed upon by you and us. Such funds transfer orders will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of funds transfer orders by (among other ways) placing a call to you. If we cannot reach you, or if the funds transfer order is not confirmed or approved in the manner we require, we may refuse to execute the funds transfer order.

**Notice of Wire Transfers** – We will notify you of all wire activity to your account on your periodic account statement. You may choose to make special arrangement with us to receive earlier notice of wire transfer activity on your account. We may charge you a fee for such early notice of wire activity. See the applicable *Fee Schedule*.

**Notice of Errors** – You agree to review all statements and notices promptly to confirm the accuracy and authorization of each funds transfer order. You must notify us immediately if there is any discrepancy between your funds transfer order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send us a written notice of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 60 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first).

For foreign remittance transfers covered under Regulation E, please see specific error resolution rights, liabilities, and responsibilities in the *In Case of Errors or Questions About Your Electronic Transfers* section of this Account Agreement.

**Limitation of Liability** – Our liability for any act or failure to act shall not exceed the direct resulting loss, if any, that you incur and the payment of interest. We will not be liable for any consequential, indirect, or special damage that you incur in connection with funds transfer orders, even if we are aware of the possibility for such damages.

## DISPUTE RESOLUTION

### Resolution of Claims by Arbitration

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or other dispute between us concerning this Account Agreement (each, a "Claim"), including all questions of law or fact relating thereto:

### Option to Arbitrate

Either you or we may elect in writing, without the consent of the other, to arbitrate all Claims covered by this provision. This provision will be broadly interpreted in accordance with the following paragraphs.

### Claims Covered

Claims subject to arbitration hereunder shall include all of the following:

- Claims arising out of or related to this Account Agreement, including any prior or later versions to which you are bound
- Claims arising out of or relating to any aspect of any relationship between us that is governed by this Account Agreement, whether based in contract, tort, statute, or any other legal theory

- Claims that relate to the construction, scope, applicability, or enforceability of this provision
- Claims that arose before we entered into this Account Agreement or any other agreement or relationship between us that is governed by this Account Agreement (including, without limitation, Claims relating to advertising)
- Claims that may arise after the termination of this Account Agreement or any other agreement or relationship between us that are governed by this Account Agreement
- Claims asserted by or against your or our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs, and/or successors and assigns

**Claims Not Covered**

Claims subject to arbitration hereunder shall not include the following:

- Any Claim made in any proceeding that you commence in small claims court, so long as it remains in that court
- Any Claim arising out of the exercise by either of us of any self-help remedy, including any offset, account hold or freeze, or repossession
- Any Claim arising out of or related to an obligation secured by an interest in real property

**Arbitration Procedure**

You and we agree to the following procedures in arbitrating any covered Claim:

- The party initiating arbitration may choose between arbitration administered by one of the following:
  - (i) The American Arbitration Administration (“AAA”) under the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, except as modified by this Account Agreement. AAA’s rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll free).
  - (ii) JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Account Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll free).
- Except in the case of a new arbitration by a 3-arbitrator panel, as provided for below, the arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable.
- The arbitrator will take reasonable steps to protect your account information and other confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including statutes of limitation and evidentiary privileges.

The arbitrator may award damages or other relief (including injunctive relief) available under applicable law.

- If the arbitrator’s award for a claimant is \$0 or against the non-claimant is greater than \$100,000 or includes an award of injunctive relief against either party, then that party may request a new arbitration by a 3-arbitrator panel in accordance with AAA’s or JAMS’ rules, in which case each reference in this provision to the arbitrator shall mean such 3-arbitrator panel.
- Arbitration shall be commenced in the state in which your account is located. Any arbitration hearing shall be conducted in the county in which your account is located, unless you and we agree to another location.
- If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules.
- YOU AND WE AGREE THAT ANY CLAIM MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person’s Claims, and may not otherwise preside over any form of a class or other representative action. If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void, and all Claims shall be determined in accordance with the provision of this Account Agreement entitled *Resolution of Non-Arbitrable Claims*.
- At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

**Arbitration Costs**

Unless the applicable arbitration rules are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator’s fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys’ fees to the prevailing party.

**Applicable Law; Severance**

This Account Agreement evidences transactions in interstate commerce. The Federal Arbitration Act governs the interpretation and enforcement of this provision. Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

**If your account or safe deposit box is at a branch in California or was opened online, the following applies:** All Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto, shall at the written request of any party, be determined by judicial reference pursuant to the California Code of Civil Procedure. You and the Bank acknowledge that in such event, a jury will not decide such Claims.

**If your account or safe deposit box is at a branch in a state other than California, the following applies:** To the maximum extent permitted by law, you and the Bank intentionally and deliberately waive the right to a trial by jury to resolve all Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto.

**If the waiver of jury trial set forth above is not enforceable for any reason:** Then you and the Bank agree that all Claims that are not arbitrable under this Account Agreement, including all questions of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the applicable state statutes. You and the Bank acknowledge that in such event, a jury will not decide such Claims. The parties shall select a single neutral referee, who shall be a retired state or federal judge (the "Referee"). In the event that the parties cannot agree upon a Referee, the court shall appoint the Referee. The Referee shall report a statement of decision to the court. Nothing in this provision shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this provision.

## ADDITIONAL TERMS AND CONDITIONS

### Account Information Reporting

If we close your account due to unsatisfactory activity, we may report you to a consumer reporting agency such as ChexSystems, Inc. The consumer reporting agency may provide this information to other financial institutions. This may adversely impact your ability to open an account at any financial institution.

### Account Ownership

**Individual** – You, as an individual, are the only Owner of the account. Upon death, the funds will be part of your estate and will pass according to your estate plan or, if none, per state law.

**Joint Tenancy** – All Owners of the account have an interest in the account during their lifetimes. Upon death of one of the Owners, the ownership of the account and all the funds in the account pass immediately and automatically to the surviving Owners. Accounts designated as "Joint" or "Joint Tenants" with no further designation will be considered "Joint Tenants with right of survivorship."

**Community Property** – The Owners, who must be spouses or legally recognized domestic partners, have an equal interest in the account, which is subject to the same rules as all community property. Unlike the joint tenancy account, ownership of a community property account does not automatically pass to the survivor when one of the Owners dies, since a part of the community property may be subject to the will or other disposition of the deceased spouse.

**California Uniform Transfers to Minors Act/Uniform Transfers to Minors Act** – This account may be opened by a person who will hold money as a custodian for a minor. The account is controlled by the custodian, but it is owned by the minor. Upon the age of majority or at such age as is permitted by law or as required by law (including court order), the custodian must deliver the funds to the beneficiary. The account may be accessed only by a custodian and the funds must be used for the benefit of the child. We, however, have no duty to monitor or ensure that the acts of the custodian are for the child's benefit.

### "Pay-on-Death" Account Designation

**What this account provides for:** This account is owned by the named account Owner. Upon death of the Owner (or Owners with a joint account) the account passes to the designated beneficiaries. During their lifetime, the Owner(s) may exercise full control over the account and may make deposits to and withdrawals from the account. Upon the death of the last surviving Owner, the account funds pass to the surviving beneficiaries. **Please note:** Pay-on-Death beneficiaries should not be used if the account is an asset of a trust.

**About multiple beneficiaries:** If there is more than one surviving beneficiary, each will receive an equal share of the funds, unless we have been instructed otherwise by the Owner(s) in writing.

**About changing beneficiaries:** The Owner(s) may change beneficiaries during their lifetimes by updating our account documentation. Owners should keep us informed about each beneficiary's most current address.

### Additions or Changes in Account Terms

**How we will notify you of changes:** We may add to, delete, or change the terms of our Account Agreement with you at any time. If we decide to do this, we may mail, email, or deliver a notice, a statement message, or an amended Account



Agreement to any of you at the last address (location or email) on file for you, your account, or the service in question.

**About notifying you before changes happen:** Unless otherwise required by law, we may amend the Account Agreement without prior notice (e.g., by posting the information in our branches or on our website, or otherwise making it available to you). We may give you prior notice if we substitute similar services or discontinue currently offered services for certain accounts. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or removing of any fees or the addition of services) or if the change is required for security reasons.

## Adjustments

**When adjustments are made:** We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or Items you deposit are returned unpaid.

## Changing Account Types

**How this affects your account number:** If you want to change your account type, you may be able to do so without changing your account number or ordering new checks. Any applicable service charge will be based on the new type of account.

**How this may affect interest on your account:**

- **When you change to an account that does not earn interest** — You will forfeit the interest accrued but not yet paid on your account since the end of your last monthly statement period.
- **When you change to an account that earns interest** — When you change from a non-interest earning account to an account that earns interest, you will begin earning interest no later than the Business Day following the day of the change. If you change from an account that earns interest to another type of account that also earns interest, the new interest rate becomes effective that day. All interest earned until the day of the change will remain in your account, and your account will begin earning interest based on the new type of account.

## Changes in Account Ownership or Address

**When you should notify us:** You agree to notify us immediately of any change in your name, address, email address, or to the authorized signers on your account. If you request to change your mailing address to a P.O. Box, we will ask you to confirm your physical address. We reserve the right to change your address based on postal notifications or any other government notices sent to us.

**What you may need to provide to make changes:** We may rely on our account records to determine the ownership of your account. If you want to make a change to the ownership of your account, such as changing your account from an individual to a trust, you will need to notify us of your request. Our records need to indicate the change in ownership. We may require a new signature card and other documentation before making a change in ownership or authorized signers.

## Changes in Authorized Signers for an Account

**Why you must notify us of a change:** If the authorized signers on your account change, until we receive specific notice from you in writing in a form we find acceptable and have a reasonable period of time to act on such notice, we may continue to honor Items and instructions that were given to us earlier by any person who was previously authorized. (Keep in mind, a new or updated signature card, by itself, does not represent a notice to terminate any preexisting payment or transfer plan.)

**About delays in implementing a change:** In some instances, before you can make the change, we may require that you close your account or provide us with stop payment orders, in order to prevent transactions from occurring. There may also be a delay in implementing a change in the authorized signers on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

## Checks

### Check printing

**What you're charged for printing:** Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting your local Union Bank branch. Check charges may change from time to time without specific notice to you.

**Your responsibilities for checks:** You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately.

We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

**If you choose to print your own checks:** If you arrange for the printing of your own checks, you will be responsible for the following:

- The form, encoding, and format of the checks must follow our check specification requirements and be approved by us in advance. The name(s) printed on your checks must agree with the name(s) on our account records.
- If checks don't meet our specifications or have poor print quality, we may charge a fee for each check that is rejected during processing.

- You agree not to issue checks with features or marks that obscure, alter, or impair information on the front or back of a check or that otherwise prevent us or another bank from capturing such information during automated check processing.
- We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to take on the added responsibility of safeguarding your checks and reviewing all returned checks and statements as soon as you receive them.

### **Safeguarding Your Checks –**

**How you should handle your blank (unused) checks:** You agree to safeguard your blank checks and to take reasonable steps to prevent their unauthorized use.

**What happens if checks are lost or stolen:** If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as “Account Closed” or “Refer to Maker.” You will be responsible for issuing any replacement checks.

**Checks with Special Instructions –** Although we are not obligated to, we may pay or accept checks and other Items that include special restrictions or notations (e.g., “Void after 6 months,” “2 Signatures Required,” “Void over \$50,” “Payment in Full,” and the like), whether on the front or back, in any form or format. If you cash or deposit an Item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the Item.

### **Endorsing Checks –**

**How you should endorse a check:** Federal regulations specify that the top 1½ inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. Endorsements must be made in blue or black ink, so that they are readable by automated processing equipment.

**Why you should take care when endorsing a check:** If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement that is illegible or incomplete, you agree to hold us harmless from any resulting loss, delay, liability, claim, or damage that occurs.

### **Check Images and Copies –**

**Paid Checks:** You can view your paid checks through Online Banking at no charge. Upon request, images of paid checks will

be provided to you each month with your account statement (for paper statements). A Check Image Fee may apply.

**Your original checks may be destroyed shortly after we process the checks, but we will maintain a record of the checks as images for 7 years.**

**How to request copies of your checks:** You can obtain copies of your checks by requesting them through Telephone Banking, Online Banking, at any of our branches, or by mail. We will ask you for the following information: your name, account number, check number, the amount of the check, and (if known) the date the check was paid.

**When we charge you for check copies:** There is no charge for the first 2 checks per calendar month that we copy for you. After that, we will charge your account a fee for each copy (including the front and back of the check).

**If we cannot provide copies of your checks:** We will not be responsible for any indirect, special, or consequential damages under any circumstance for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question, and you must provide us with reasonable proof of any loss.

**Check Processing Cutoff Hour –** If we receive a check for payment on a Saturday, Sunday, or federal holiday; after the close of business on a Business Day; or as otherwise posted, we may consider it received on the next Business Day. Unless otherwise noted, time refers to Pacific Time.

Our processing cutoff hour with respect to any knowledge, notice, stop payment, or legal process received by us involving a check is one hour after the opening of the Business Day following the Business Day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the Business Day following the Business Day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under applicable law to pay or return certain checks that have been received (but not finally paid) by us on the previous Business Day.

### **Check Signature Verification –**

**How we verify checks:** We may process certain checks mechanically, based on the information encoded on the checks.

**About visually identifying checks:** We may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded Items, or checks lacking an encoded serial number. Although we may examine checks from time to time, reasonable commercial standards do not require us to visually examine every check.

**Postdated Checks** – Checks you issue that are dated in the future, but are presented for payment prior to the date on the check.

If a postdated check is presented for payment, we may pay the check and debit your account even if before the date on the check.

**Postdated check stop payment:** To stop payment on a postdated check, you must provide us the exact amount of the check (dollars and cents), account number, check number, date of check, and the name of the payee. And you must provide this information in a timely manner that allows us a reasonable opportunity to act on it (e.g., in writing at a branch or through the Telephone Banking Service). You are responsible for instructing us to cancel the stop payment when you are ready to have the check paid.

**How we honor a written notice:** If a check is presented to us prior to the date indicated on the stop payment (up to 6 months from the date of the stop payment or date of the check, whichever is earlier), we will not pay the check and may return it (marked “payment stopped,” “postdated,” or otherwise). After 6 months, a stop payment is no longer effective and must be renewed.

**What happens when you don’t provide accurate and timely information:** We may pay the check before the date stated on the check.

**About fees:** We may charge a Stop Payment Fee for each stop payment. See the applicable *Fee Schedule*.

**If we pay a postdated check over a valid and timely stop payment:** If we recredit your account, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in any legal action we take against that person.

**Demand Drafts (commonly referred to as remotely created checks)** – Demand drafts or remotely created checks do not bear your signature. In place of your signature, it bears your painted name or a statement that you authorized the check. You can authorize the creation of a demand draft by telephone by providing the appropriate information, including the MICR code, from a valid check. Common examples of demand drafts are those created by a credit card company, utility company, or telemarketer. If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts, you authorize us to pay such demand drafts, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such demand drafts. We may refuse to honor such demand drafts without cause or prior notice, even if we have honored similar items in the past.

You may not deposit remotely created checks or demand drafts to an account with us without our prior written consent. Upon our request, you agree to provide us with evidence of your authorization to create and/or deposit such demand drafts. You also agree to indemnify, defend, and hold us harmless from all losses, expenses, costs (including attorney’s fees), claims, and liabilities related to or arising from such demand drafts, including, without limitation, claims that they were not authorized by the persons on whose accounts the demand drafts were drawn.

**Substitute Checks** – A substitute check as defined in the Check Clearing for the 21st Century Act may be accepted for deposit only if the Item has been returned unpaid and is being redeposited. Unless we agree otherwise in writing, our acceptance of substitute checks shall not obligate us to accept such Items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs and expenses (including attorney’s fees), claims, actions, and proceedings, that we incur as a result of such checks, including, without limitation, any indemnity or warranty claim that is made against us because a) the check fails to meet the requirements for legal equivalence; b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to promptly provide us with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated (that is, converted from physical to electronic form). We may convert original checks to substitute checks. The information below describes rights you have when you receive substitute checks from us. These rights do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### Substitute Checks and Your Rights –

##### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us.

**What are your rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do you make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1-800-238-4486. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include all of the following:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- A copy of the substitute check and/or the following information to help us identify the substitute check:
  - Your name and account number
  - The check number
  - The date the substitute check was charged to your account
  - The name of the person to whom you wrote the check
  - The exact amount of the check (dollars and cents)

**Communicating with You**

Your consent and agreement granted to us in this “Communicating with You” section extend to our authorized representatives.

**How we may contact you:**

You give us your express consent to call you at any telephone number you have provided to us or provide to us in the future, including cellular (mobile) phone numbers. Your express consent authorizes us to use any means, including automatic dialing technology, artificial and prerecorded voices, and text messages, when we contact you by telephone for any servicing or non-telemarketing purpose, including, without limitation, to collect debts. You understand that your phone service provider may charge you for these calls and messages. You also agree that we may monitor and record all telephone calls, electronic communications, and other communications with you, and we may retain them for our records.

You agree that we may contact you by mail at any mailing address you have provided to us or provide to us in the future, and by courier. You agree that we may contact you electronically by email at any email address you have provided to us or provide to us in the future, and that we may also contact you electronically through our Online Banking service. Please refer to your *Online Banking Service Agreement* for details on invalid or undeliverable email addresses.

**What we may send to you:** You agree that we may send any notice, record, or other information about your account, such as account disclosures, change-in-terms notices, privacy disclosures, fee schedules, or transaction notices and alerts, to you at the last address (or email address) on file for your account separately or with any periodic statement we send.

**When considered delivered to you:** You agree that information or notices (including statements) are considered delivered when they are mailed or made available to you in some other way (e.g., posted on our website or sent to your email address if you have agreed to electronic communications). Information or notices sent to any account Owner or authorized signer are considered delivered to all account Owners and authorized signers.

**Where we send statements and notices:** Statements and notices are normally sent to the last address (or email address) listed with us for your account or service.

**If you do not receive your statement:** Please notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

**What happens if we hold a statement or if mail is returned:** You agree that if we hold a statement or notice because you fail to provide us with a current address, it will be considered delivered to you when it is prepared (if we’re holding a

statement for you), or when it is made available to you in some other way (e.g., posted on our website or sent to your email address if you have agreed to electronic communications), or when it is mailed (if it's returned in the mail). At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

### Compliance with Applicable Law

**What you agree to:** You agree not to violate the laws of the United States, including, without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process illegal internet gambling transactions or conduct any activity that would violate applicable law.

**What happens if we suspect illegal activity:** If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

### Conflicting Claims to Account Ownership or Control

**What types of disputes or problems can affect an account:**

- If there is any uncertainty about the ownership of an account or its funds, or there are conflicting demands over its ownership or control
- If we are unable to determine any person's authority to give us instructions
- If there is suspected financial abuse of an elder or dependent adult, and Adult Protective Services or any similar state or local agency requests us to freeze the account or reject a transaction
- If we believe a transaction may be fraudulent or may violate any law

**What we may do at our sole discretion:**

1. We may freeze the account and refuse transactions until we receive written proof (in a form and substance satisfactory to us) of each person's right and authority over the account and its funds.
2. We may refuse transactions and return checks, marked "Refer to Maker" or similar language.
3. We may require the signatures of all Owners or authorized signers when they withdraw any funds, close an account, or make any change in the account—regardless of the number of authorized signers on the account.
4. We may request instructions from a court of competent jurisdiction at your expense regarding the account or transaction.
5. We may continue to honor checks and other instructions given to us by persons who, based on our records, appear as authorized signers.

**Something to keep in mind:** Although we have the right to proceed in the ways described above, understand that this does not impose an obligation on us to act on these rights or to deny a transaction.

### Consent for Us to Collect Information

**About your credit information:** To help us determine whether to open or maintain an account, you authorize us to obtain information, for identification purposes and regarding your credit history from time to time after account opening, from credit reporting agencies and other third parties.

**About your address information:** You authorize us to obtain address information from your state's Department of Motor Vehicles. As such, you waive your rights under California Vehicle Code §1808.21 (or the equivalent state statute). We may also obtain address information from the U.S. Postal Service, or any other government agency, and from public records.

### Cutoff Hours

Instructions received by us on a Saturday, Sunday, or federal holiday; after the close of business on a Business Day; or as otherwise posted may be considered and acted upon by us as if received on the next Business Day. Unless otherwise noted, time refers to Pacific Time (see also *Check Processing Cutoff Hour*).

### Death or Legally Declared Incompetence

**When to notify us:** You agree to notify us immediately if any Owner, authorized signer, or designated beneficiary on your account dies or is declared incompetent (by a court or as otherwise permissible, e.g., physician's letter).

**How we may proceed:**

- Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all Owners, authorized signers, or designated beneficiaries are alive and competent and we will not be liable for any actions or inactions taken on that basis.
- We may freeze, offset, refuse, and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the Owner) if that person dies or is judged incompetent.

**What other Owners are responsible for:** If we are obligated to return funds removed from the account following the death or incompetence of any Owner, the other Owners agree to reimburse us for the amount.

**If the account is held legally with other Owners:**

- **Joint Tenancy** — If your account ownership records indicate Joint Tenancy, when any Owner dies, the deceased Owner's share passes automatically to the surviving Owner(s) unless

there is clear and convincing evidence of a different intent on the signature card.

- **Pay on Death and Totten Trust (“In trust for”)** — These accounts pass automatically (and in equal shares unless otherwise indicated in our records) to the named beneficiaries who survive the last surviving Owner.

*If there are questions regarding ownership:* If we have any question as to ownership of funds or the amount of funds that belong to any person upon the death of an Owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person’s right to the funds.

**Deposit Insurance**

Union Bank accounts are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). Any deposits (including time deposits) that you maintain in the same capacity directly with Union Bank, or through an intermediary (such as with us or another broker) will be aggregated with deposits in your deposit accounts at Union Bank for purposes of the maximum applicable FDIC deposit insurance amount. When we give you information about products we offer that are not FDIC insured, you will be clearly informed of that fact before you make a purchase decision. You are responsible for monitoring the total amount of deposits that you have with Union Bank in order to determine the extent of FDIC deposit insurance coverage available to you.

If you’d like more detailed information about FDIC insurance:

WRITE: FDIC  
 550 17th Street, N.W.  
 Washington, D.C. 20429

CALL: 1-877-275-3342

TDD: 1-800-925-4618  
 FDIC hours of operation:  
 Monday–Friday, 8:00 a.m.–8:00 p.m. (Eastern Time)  
 Saturday–Sunday, 9:00 a.m.–5:00 p.m. (Eastern Time)

VISIT: [www.fdic.gov](http://www.fdic.gov)

**Duty of Care**

*About our legal obligation to you:* We owe you a duty of ordinary care, which requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. For instance, when we take an Item for processing by automated means, “ordinary care” does not require us to examine the Item. Unless we specifically agree otherwise in writing, no fiduciary, quasi-fiduciary, or other special relationship exists between you and us with respect to your accounts or account services.

*About reasonable commercial standards:* Any internal policies or procedures that we may maintain in excess of

reasonable commercial standards and general banking usage are intended for our own benefit and will not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this Account Agreement.

**English as the Primary Account Language**

*How this affects our communications to you:* English is the controlling language of this Account Agreement. If there is any inconsistency between English and another language that we use to communicate with you, the English version shall control unless we agree otherwise in writing or the laws governing your account specifically require a different result.

*How this affects the way you communicate with us:* All written instructions that you give us (e.g., on a check) must be in English. We may decline to process any instruction written in a language other than English, whether issued by you or another person. We are not responsible for any liability you may incur as a result of our failure to honor such instructions.

**Facsimile Signatures**

*What is a facsimile signature:* A facsimile check signature is a procedure or mechanism that causes any check to be drawn on your account with a typed signature, facsimile signature, notation, mark, or other form of mechanical symbol, rather than your actual handwritten signature.

*What we require for their use:* You agree not to use facsimile signatures on checks unless you provide us with representative samples and we approve their use.

*About paying facsimile Items:* We may refuse to accept or may pay Items bearing facsimile signatures at our sole discretion.

*What you’re responsible for:*

- You agree to assume full responsibility for any and all payments made by us when we rely on signatures that resemble the actual or facsimile signature(s) you provided (without regard to variation in color or size) in connection with your accounts or services.
- You authorize us to pay any check that appears to bear your authorized facsimile signature, including, but not limited to, Items created by you that display a computer-generated signature (regardless of whether you provided us with a representative sample) without further inquiry.
- You agree to indemnify, defend, and hold us harmless from any and all actions, claims, losses, damages, liabilities, and expenses (including attorneys’ fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically, or otherwise).

**Fax, Voice Mail, and Email**

We generally do not accept instructions received by fax transmission, voice mail, or email and we may not review your message sent by those methods until the Business Day after we receive it. If you need to contact us regarding time-sensitive information, it may not be appropriate to use these methods of communication.

**Forces Beyond Our Control (Force Majeure)**

We will not be liable for any loss, expense, failure to perform, or delay caused by an act or event beyond our reasonable control that prevents us from performing our obligations under this Account Agreement, such as failure of communication systems, accidents, strikes, war, riot, civil strife, terrorist attack, power outage or failure, funds transfer system or government rules, acts of third parties, or any other circumstances beyond our reasonable control such as fire, earthquake, flood, water damage, or natural disaster.

**Governing Law**

To the extent this Account Agreement is subject to the laws of any state, it will be subject to the law of the state where your account is maintained, without regard to its conflict-of-law provisions. Your accounts and services also will be subject to applicable clearinghouse, Federal Reserve Bank, funds transfer system, image exchange, and correspondent bank rules ("Rules"). You agree that we do not have to notify you of a change in the Rules, except to the extent required by law. If there is any inconsistency between the terms of this Account Agreement and the Rules, the terms of this Account Agreement shall supersede the Rules, unless prohibited by the Rules.

**Inactive Accounts**

*What happens when we classify an account as inactive:* State laws generally require that any account or other property be escheated or sent to the U. S. state indicated by your last known address if, after a certain period of time, the owner has not communicated or conducted activity on the account. If we determine an account has been inactive for a prolonged period of time, we can classify the account internally as "inactive." For security reasons, if you have no transactions on your account for a period of time as set forth in the applicable state's escheatment laws for your account, and if we cannot reach you in a timely fashion to confirm a new transaction has been authorized by you, we may refuse a withdrawal or transfer from that account.

**Please Note:** Accounts with foreign addresses will be turned over to the state where the account is domiciled.

*About service charges for inactive accounts:* Service charges for inactive accounts are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as "active."

*What happens to the funds in an inactive account:* Once an account is classified as inactive, if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law for unclaimed property, we may transfer (escheat) your property to the appropriate state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

*About fees on an inactive account:* We may impose a fee for sending an inactive account notice to you prior to transferring the funds to the state.

**Indemnification**

Except as otherwise set forth in this Account Agreement, you agree to indemnify, defend, and hold us harmless from all claims, actions, proceedings, fines, costs, and expenses (including, without limitation, attorneys' fees) related to or arising out of a) your actions or omissions in connection with your accounts or our services, or b) our actions or omissions, provided that they are taken/omitted in accordance with this Account Agreement or your instructions. This provision shall survive the termination of this Account Agreement.

**International Transactions**

Union Bank offers foreign exchange services, including basic spot purchases, wire payment services, Foreign Currency Demand Accounts (FCDAs), and Foreign Currency Time Deposits (FCTDs).

Transactions processed in foreign currency denominations are subject to daily changes in exchange rate. When Union Bank converts a transaction, we may determine in our discretion the currency exchange rate and then assign that currency exchange rate to your transaction without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

FCDAs and FCTD accounts are insured by the FDIC up to the equivalent permissible limit in U.S. dollars. The principal deposited is subject to exchange rate risk, which may adversely impact the amount of interest and principal returned in U.S. dollar terms. Foreign Currency Time Deposits require the maintenance of a U.S. dollar-denominated checking, savings, or other qualifying Union Bank account.

We may consider many factors in setting our currency exchange rates. Some of these factors are exchange rates set by others, our desired rates of return, market risk, and credit risk. We are not responsible for any liability you may incur if our currency exchange rates are different from rates 1) offered or reported by third parties; 2) offered by us at a different time, at a different location, or for a different transaction amount; or 3) that involve different payment media (such as bank notes, checks, and wire transfers). You acknowledge that:

- Our currency exchange rates for retail and commercial transactions, and for transactions effected after our regular business hours or on weekends, are different (and usually less favorable to you) from the exchange rates for large interbank transactions effected during a Business Day (the rates reported in *The Wall Street Journal* or elsewhere are usually for large interbank transactions);
- Currency exchange rates offered by other dealers or shown at other sources (including online sources) may be different from our rates; and
- Currency exchange rates can be highly volatile and may change frequently during a day.

You assume all risks relating to or arising from fluctuations in the exchange rates between currencies.

If for any reason the transfer is returned, you agree to accept the refund in United States dollars in the amount of the foreign currency credit, based on the current buying rate of the bank converting the currency to United States dollars on the date of refund, less any charges and expenses we incurred, and our commission for making the exchange.

Additionally, foreign transactions are often subject to fees assessed by foreign banks and their correspondent banks, and they may be processed and returned based on local laws and practices. Union Bank has no control over those conditions, and you authorize Union Bank to process any resulting charges or credits to your account.

For further information on specific foreign exchange services, including additional risks, restrictions, and other requirements, please contact the Markets Foreign Exchange Department at 213-236-6943.

## Legal Process

We may comply with any writ of attachment, execution or garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. To the extent legally permissible, we may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorneys' fees, that we incur in responding to legal process related to your accounts.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally or by mail, email, or facsimile transmission at any of our branches (including locations other than where the funds, records, or property sought are held), even if the law requires personal delivery at the branch where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g.,

"XYZ, Inc.—Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

## Limitation on Time to Bring Action

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Account Agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action occurs. Nothing in this section will serve to lengthen any shorter time frames required for you to act, as set forth in contract or statute.

## New Account Verification

We may use a third-party service to verify and obtain information regarding your previous banking relationships. We may also report the status, history, and/or closure of your account to such third-party services.

## Photocopies

**Why photocopies are used:** Checks and other Items are sometimes lost during processing or while in transit.

**What happens if a photocopy is used:** If a photocopy of a check or other Item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original Item has been lost or destroyed.

**About our liability:** We will not incur any liability in the event the original Item is later presented to and paid by us, unless a stop payment order is in effect for the check.

## Power of Attorney

Any Owner may appoint an attorney-in-fact for an account and may revoke a power of attorney. This does not include the Owner acting only in a fiduciary capacity, unless specifically authorized. You should notify us in advance if you plan to create a power of attorney involving your account. Upon request, we may provide you with a power-of-attorney form for that purpose. We may accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact). You can revoke your power of attorney by sending a written notice to us. We will have a reasonable period of time to act on such notice after receipt. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.



**Privacy and Release of Information to Others**

When periodic statements are combined, whether or not at your request, you agree that copies of those statements, which include information on other accounts and services, may be provided to any Owner or person designated as an Owner.

We may release information about you, your deposit and loan accounts, and the transactions you perform to third parties where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies; when you give us your consent; to our affiliates; to other financial institutions with whom we have a joint marketing agreement; to comply with the law or a court or governmental order; to local, state, and federal authorities if we believe a crime may have been committed involving your account; and as otherwise permitted by law. Late payments, missed payments, and other defaults on your account may be reflected on your credit report. Please ask for a copy of our Privacy Policy or see our Privacy Policy at [www.unionbank.com/privacy](http://www.unionbank.com/privacy) to learn how to limit how the bank shares your information and for additional details.

**Purchase of Monetary Instruments**

Cashier's checks and money orders (monetary instruments) sold by us may be purchased only with a check drawn on or a debit to a Union Bank transaction account. We may refuse to permit a purchase with cash. In other words, cash must first be deposited into a Union Bank transaction account to purchase a monetary instrument. Customers with nontransactional deposit accounts, such as time deposits or IRAs, should speak to an officer for special processing of their transaction.

**Returned Items or Transactions**

If we are notified that an Item you cashed or deposited is being returned unpaid, we may attempt to re-clear the Item, place a hold on the funds in question (see the *Funds Availability* section), or charge your account for the amount (and any interest earned on it), whether or not the return or notice of nonpayment is proper or timely. This also applies to checks drawn on us that are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, or funds transfer system or clearinghouse rule. We may assess a fee for each returned Item/transaction and may notify you of the return in person, by phone, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an Item deposited to your account is forged or missing, that the Item contains an alteration, or that there has otherwise been a breach of warranty in connection with any Item or transaction, we may charge the Item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you.

**Returned Item Services –**

Please note that we may charge a fee for each of these services:

**Endorsement Guarantee and Re-Clear:** If you cash or deposit a check with a missing endorsement and it is returned unpaid by the paying bank, we will provide the missing endorsement guarantee and re-clear the check.

**Duplicate Notice Sent Either to Your Primary Address or to an Alternate Address:** We can send you a notice of returned Items, and also send an additional notice with the image replacement document (IRD), also known as a substitute check, to an alternate address.

**Charge Returned Items and Fees to an Alternate Account:** We can charge the amount of the returned Items and associated fees to an alternate account of your choice.

**Safe Deposit Box Service**

Certain branches offer safe deposit box services. Your use of these services is governed by the Safe Deposit Box Renter Agreement. Box size and availability may vary by location. There may be a fee associated with this service. We rent safe deposit boxes only to customers who maintain a deposit account with us. If you close your only deposit account with us, we will ask you to close your safe deposit box.

Please let us know if you are an active duty servicemember, as you and your dependents may have additional rights.

Safe deposit box contents are not FDIC insured. If you wish to insure the contents of your safe deposit box, you must obtain the coverage on your own. Union Bank and the FDIC do not act as insurers of the contents of a safe deposit box.

**Security Interest**

You grant us a security interest in your account, including all current and future deposits and renewals, for amounts owing to us now and/or in the future under this Account Agreement or under any account service agreement by any Owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

**Services for Disabled Customers**

It is important that all of our customers feel comfortable banking with us and that they can effectively communicate with us whenever they need to. That's why we provide several aids to help our customers with hearing, vision, or speech impairments or other disabilities. Please contact any branch for information regarding guideline checks, specially formatted materials, and telephone services for the visually impaired; telecommunication devices for the hearing impaired; and other accommodations available to help customers with special needs.

**Setoff**

We may charge or setoff funds in your account for any direct, indirect, and/or acquired obligations that any Owner owes us now and/or in the future, regardless of the source of the funds in the account, to the fullest extent permitted by law. When we setoff a debt you owe us, we reduce the funds in your account by the amount of the debt. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law.

**Severability**

If any of the provisions of this Account Agreement are determined to be invalid or unenforceable, that part will be severed and the remainder of the Account Agreement shall remain in full force and effect.

**Stale-Dated (Old) Checks**

If a check is presented to us for payment more than 6 months after it is written/dated (a "stale-dated check"), we may pay or reject the check at our sole discretion even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them.

**Statements and Notices**

When you receive statements: You will receive a monthly account statement unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

Delivery options for statements: You may choose the "online statement" or "paper statement" option for your primary account. Fees or a higher monthly service charge may apply for paper statements. Combined statements option is not available for online statements.

About combined statements: You may request combined statements if you have more than one eligible account with us. You may designate up to 20 checking, savings, and/or money market accounts to appear on one comprehensive monthly statement with your designated primary checking account. In order for accounts to be combined into one statement, one Owner of the primary checking account also must be an Owner of each of the combined accounts. Combined statements is not available for online statements, and you will be mailed paper statements.

Cutoff dates for combined statements: All accounts combined for one statement will have the same monthly cutoff date.

Who receives copies of combined statements: When periodic statements are combined, copies of the combined statement may be provided to any Owner or any other person authorized by an Owner.

About special statement services: The following special statement services are available. Please note that we may charge a fee for some of these statement services.

- *Snapshot Statement*—Lists all activity for your account since the beginning of the statement period; ordered through Telephone Banking or at a branch
- *ATM Mini-Statement (last 10 transactions)*—Lists the last 10 transactions of any type for the account you select
- *ATM Mini-Statement (last 10 card transactions)*—Lists the last 10 transactions made with the ATM Card or debit card for the account you select
- Overnight or express courier

Reviewing notices and statements: If we provide you with a notice or statement, electronically or otherwise, you are responsible for promptly and carefully reviewing it to determine if any errors or problems exist (see the *Unauthorized Transactions and Errors* section). You agree to notify us immediately of any error, discrepancy, or unauthorized transaction you discover on any statement, notice, or check. If you fail to do so, you may be responsible for the losses resulting from such failure.

Electronic Statements: If you have elected to receive statements electronically, please refer to your *Online Banking Service Agreement* for more information.

**Stop Payment Orders**

Who can request a stop payment: Any Owner or authorized signer on your account may request us to stop payment on a check or transaction. If we place a stop payment on the Item, under certain circumstances the payee or other holder of the Item may be able to recover from you the amount of the Item plus other appropriate fees and damages.

What you need to do to stop payment: Your stop payment order must include the account number, check number, exact amount (dollars and cents), check or transaction date, and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner that affords us a reasonable opportunity to act upon them.

About fees and limitations: There is a per check/transaction charge for each stop payment order. Stop payment orders are valid for 6 months. After that time, the check may be paid and charged to your account unless you renew the stop payment order for an additional fee. ACH stop payment orders are valid either until the account holder requests the removal of the order or the identified Item has been returned.

About oral stop payment orders: If we elect to act upon an oral stop payment order, you will be mailed a stop payment confirmation notice. Notify us immediately if it contains any

errors; otherwise, our records will be considered conclusive evidence of the existence and details of, and our decision regarding, any oral stop payment order or its revocation.

**Which transactions cannot have a stop payment issued:**

You may not stop payment on debit card transactions. For cashier's checks, you do not automatically have the right to stop payment on cashier's checks you purchase from us. In the event that a cashier's check is lost, stolen, or destroyed, please contact us for the procedures to follow to obtain reimbursement or have the cashier's check reissued. In general, you will have to complete a Declaration of Loss of Cashier's Check form, describing the cashier's check and how it came to be lost, stolen, or destroyed, and sign the declaration under penalty of perjury. We must then wait 90 days from the date the cashier's check was issued before we can pay your claim. If 90 days has already passed, then we will act on your claim within a reasonable time. If the cashier's check is presented during the 90-day waiting period, we may pay the cashier's check to a person entitled to enforce it. If this happens, we will not pay your claim.

**Please note:** We may not have a reasonable opportunity to act on any stop payment request made through our Online Banking Service after a payment has been processed. In order to prevent those checks from being paid, you must contact your branch or customer service immediately to ensure the Item(s) were not paid before you placed the Online stop payment. Please refer to your *Online Banking Service Agreement* for more information.

**How to stop payment on remotely created checks:** You should contact a Bank representative if you wish to stop payment of a check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a regular stop payment order.

## Sub-Accounts

**Why sub-accounts are created:** For regulatory reporting and reserve purposes, we divide checking accounts into 2 sub-accounts: a checking sub-account and a savings sub-account. At the beginning of the month, we allocate funds between the 2 sub-accounts as we deem appropriate. Items are paid from the transaction sub-account. Funds are transferred from the savings sub-account to the transaction sub-account as needed to cover checks and other transactions. On the 6th transfer from the savings sub-account during a statement period, all of the funds from the savings sub-account will be transferred to the transaction sub-account.

Your access to your checking account occurs at the master account level, and your periodic statements will reflect transactions at the master account level, without reference

to either sub-account. The master account and the sub-accounts are maintained on the Bank's books, but you do not have direct access to the sub-accounts. Except as provided in this paragraph, the provisions of this Account Agreement apply to your checking account as a whole.

If you have an interest-bearing checking account, the interest rate for your account applies to the Combined Balance of the sub-accounts, and a single interest rate will appear on periodic statements. We will use the Combined Balance of the sub-accounts to determine if your checking account qualifies for applicable waivers of charges and activity fees.

## Tax Reporting

We may report to you and to the Internal Revenue Service (IRS) interest and other payments (i.e., paid rewards or promotional bonuses) you receive during the year. All paid interest or other payments made during the year will be aggregated for reporting purposes.

## Termination or Closing Your Account

**How you can close your account:** Any Owner or authorized signer may close an account at any time, with or without cause. We are not required to provide notice of such closure to the other Owners or authorized signers.

**How we may close your account:** We may close your account if the account balance is zero, or for insufficient funds, overdrafts, or other unsatisfactory account activity. We may also terminate your account relationship with us at any time, with or without cause, by giving oral, electronic, or written notice to any of you.

**What happens to your Available Funds:** If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

**What happens with your outstanding transactions:** We may dishonor any Item or transaction presented for payment after an account is closed. At our sole discretion, we may honor Items presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (or as part of an electronic funds transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such Items and transactions, which may be treated as overdrafts.

**What fees are charged:** If you decide to close your account, your account may be subject to prorated service charges for the partial period of service between the last statement period date and the date of account closure.

**Transferring or Assigning Rights to Your Account**

Unless we agree otherwise, your accounts are nontransferable and non-assignable. You may not grant, transfer, or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

**Unauthorized Transactions and Errors**

If you discover an error, forgery, alteration, or other unauthorized activity involving your account, you must notify us immediately by telephone. Also, promptly notify us thereafter in writing (including a notarized affidavit of fraud should we request it) of the relevant facts, including a description of the transaction or error and the identity of any person you suspect may be involved with unauthorized activity. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send or make available to you.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 30 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized Debit to your account within 6 months after the date of your statement or the date the information about the Item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic funds transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced a) by the amount of the loss that is caused by your own negligence or lack of care; b) to the extent that damages could not have been avoided by our exercise of ordinary care; and c) by any

loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special, or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced proportionately in accordance with our responsibility for any loss by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

**(Please note:** Different notice and liability rules apply to substitute checks and certain electronic funds transfers. See the *Substitute Checks* and *Electronic Funds Transfers* sections.)

**Waivers**

We may delay enforcing our rights under this Account Agreement without losing them. Any waiver by us shall not be considered a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Account Agreement.

**Withholding of Income Tax**

**When we must withhold funds for taxes:** Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); you fail to provide us with the required certified information; the IRS instructs us to withhold; or the IRS notifies you that you are subject to backup withholding.

**What tax information you must provide:** You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

**About reporting interest:** We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

**What happens if you don't provide your TIN:** We may refuse to open, and we may close, any account for which you do not

provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

**What to do if you have exempt status:** Nonresident aliens or foreign entities not subject to information reporting must certify their exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Nonresident aliens may be required to certify their exempt status every 3 years (or earlier upon request) to avoid backup withholding.

# **EXHIBIT B**

EFFECTIVE JANUARY 22, 2018

# Personal Accounts

## **Fee Schedule**

California and Accounts  
Opened Online



**2018 PERSONAL ACCOUNTS  
FEE SCHEDULE — CALIFORNIA AND  
ACCOUNTS OPENED ONLINE**

For more account information and terms and conditions governing our deposit accounts, see our applicable *Simply Stated Product Guides* and *Personal Accounts & Services Disclosure and Agreement*.

### Checking Accounts

Monthly Service Charge <sup>1</sup>	With Online Statement	With Paper Statement
Ready to Go <sup>®</sup> Checking .....	\$ 10.00	10.00
Banking By Design <sup>®</sup> .....	\$ 5.00	7.00 <sup>2</sup>
Teen Access <sup>®</sup> .....	\$ None	None
Priority Banking <sup>®</sup> .....	\$ 30.00	30.00
Private Advantage <sup>®</sup> .....	\$ None	None
Union Bank Access Account (UBAA) .....	\$ 5.00	6.00

### Savings Accounts

Monthly Service Charge <sup>1</sup>	Cost
MoneyMarket .....	\$ 10.00 <sup>3</sup>
High Rate MoneyMarket <sup>SM</sup> .....	\$ 15.00 <sup>3</sup>
Regular Savings .....	\$ 4.00
Kidz Savings .....	\$ None
Teen Savings .....	\$ None

**Excess Activity Charge** ..... \$ 15.00

(Maximum of 5 Excess Activity Charges assessed per statement period/calendar month.)

Excess Activity Charge for each limited transaction in excess of 6 each monthly statement period (money market accounts) or calendar month (savings accounts or money market accounts when the statement period date was requested on a specific day); includes Deposit Overdraft Protection transfers, ATM or Debit Card purchases, preauthorized transfers, bill payments, online and mobile transfers, automatic transfers to a Union Bank<sup>®</sup> account, and telephone transfers.

1 Please refer to the applicable *Simply Stated Product Guide* for ways to avoid the Monthly Service Charge.

2 Paper statement is an added feature cost of \$2 per month.

3 \$1 discount available with online-only statement.



**Overdrafts**

**Overdraft Fees**

Charged whether a Debit/Item is paid (Overdraft Item Paid) or returned (Overdraft Item Returned) when there is an insufficient Available Balance in the account or through an Overdraft Protection service.

Per Debit .....	\$	33.00
No more than 5 Debits will be charged an overdraft fee during a single day (maximum \$165.00 per day).		
Private Advantage.....	\$	No Charge
Union Bank Access Account (UBAA) .....	\$	No Charge
Accounts charged per day:		
Teen Access, Teen Savings, and Kidz Savings .....	per day a Debit is presented \$	15.00
<i>(Fee(s) applicable to overdrawn balances of \$5.00 or more.)</i>		

**Continued Overdraft Fee** .....per Business Day \$ 6.00  
*(Continued Overdraft Fee is charged beginning on the 7th calendar day that the account is continuously overdrawn for any overdraft amount; \$30.00 maximum for each period of continued overdraft. This fee does not apply to Teen Access, Teen Savings, Kidz Savings, Private Advantage, and UBAA accounts.)*

**Overdraft Protection Transfer and Advance Fees**  
**Deposit Overdraft Protection Transfer Fee**

.....each day \$ 10.00

The Deposit Overdraft Protection Transfer Fee is charged to the linked checking account and reflected on your Union Bank checking statement as "Overdraft Protection Transfer Fee."

**Credit Overdraft Protection—Cash Reserve Account**  
**Cash Reserve Account Overdraft Protection**

**Advance Fee** .....each day \$ 10.00

\$12 Annual Fee. 18% fixed APR (as of 01/22/2018).

Subject to credit approval. Advances are subject to available credit on the Cash Reserve Account. The Cash Reserve Annual Fee and Advance Fee are charged to the Cash Reserve Account and reflected on your Union Bank Cash Reserve statement as "Annual Fee" and "Cash Reserve Advance Fee."

Cash Reserve Account rate and fee information is accurate as of 01/22/2018, but may have changed since that date. To find out current rate, fee, and other cost information, contact Customer Service at 1-800-238-4486.

**Credit Overdraft Protection—Union Bank Credit Card**

Ask a banker about Overdraft Protection Linked to a Union Bank Credit Card. Subject to credit approval. Advances are subject to available credit on the account. The Overdraft Advance Fee is charged to the credit card account. Certain fees and other terms and conditions apply and are subject to change. Cards are issued and serviced by Union Bank Card Services, a division of MUFG Union Bank, N.A. See our *Summary of Credit Terms and Cardmember Agreement, Disclosure Statement and Security Agreement*.

**ATM Transactions**

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**Non-Union Bank ATMs**

When you use your ATM Card or Debit Card at non-Union Bank ATMs, we charge the following fee for each cash withdrawal, transfer, or balance inquiry. The owner or operator of the ATM may also assess a fee.

<b>ATM Network Withdrawal, Transfer, or Inquiry Fee</b> (Within the U.S.) .....	\$	2.00
<b>ATM Network Withdrawal, Transfer, or Inquiry Fee</b> (Outside the 50 United States).....	\$	5.00

**ATM Card and Debit Card**

<b>Foreign Purchase Fee</b> .....	2% of purchase amount
<b>ATM and Debit Card Replacement Fee</b> .....	\$ None
<b>Expedited Card Delivery Fee</b> .....	\$ 25.00

**Account Statement Services**

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<b>Check Image Fee</b> (For Paper Statements) .....additional per month	\$	3.00
<b>ATM Mini-Statement</b> .....	each \$	1.00
<i>(No charge if there are no transactions to report.)</i>		
<b>Snapshot Statement</b> .....	each \$	5.00
<b>Multiple Original Statement Fee (Maximum 4), Flexible Statement Rendering</b> .....	per month \$	5.00
<b>Statement Sent by Overnight/Express Carrier</b> .....per request	\$	12.00

**Stop Payment Fees**

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	Online Banking	Telephone Banking Direct Service	Telephone Banking Personal Service	Banking Office
Stop Payment.....each \$	15.00	15.00	30.00	30.00
Stop Payment (Range of Checks).....\$	N/A	N/A	30.00	30.00

**Online Banking**

<b>Online Banking and Online Bill Pay Access</b> .....	\$	No Charge
<b>Other Fees:</b>		
Bill Pay Expedited Payment Fee .....	each \$	15.00

**Online Transaction Downloads to Personal Financial Management Software**

Transaction downloads to personal financial management software, such as Quicken® or QuickBooks®, are no cost when made through Online Banking. *The following fees apply for transaction downloads made by accessing the software directly:*

	<b>Online Account Access*</b>	<b>Online Account Access and Bill Payment*</b>
<b>Quicken</b> .....\$	4.00 per month 0.25 per session in excess of 10 sessions	10.00 per month 0.40 per payment in excess of 25 payments
<b>QuickBooks</b> .....\$	11.00 per month 0.75 per session in excess of 10 sessions	18.00 per month 0.75 per payment in excess of 20 payments

*\*No monthly fee for the first month of service; excess access and excess transaction fees will still apply.*

**Deposited Item Returned Fees**

<b>Deposited Item Returned Fee</b> .....	\$	6.00
<b>Automatic Re-Clear Fee</b> .....	each \$	2.50

**Miscellaneous Fees**

	<b>Telephone Banking Direct Service</b>	<b>Telephone Banking Personal Service</b>	<b>Banking Office</b>
<b>Copy Services</b>			
Copy of a Check (In Excess of 2 Per Calendar Month).....\$	3.00	5.00	5.00
Statement Copy Fee.....\$	3.00	5.00	5.00
Copy of a Deposit Slip or a Deposited Item.....\$	N/A	5.00	5.00

<b>Record Search Research Time</b> .....	per hour \$	30.00
<i>(\$30 minimum; copy fees will apply.)</i>		

**Other Services**

<b>Legal Process Fee</b> .....	\$	100.00
<b>Verification of Deposit</b>		
(Account Ratings).....	per request \$	25.00

**Check Printing Charges Vary**

(Based on the Number and Style of Checks Ordered)

<b>Medallion Stamp Guarantee</b> .....	per visit \$	5.00
<b>Domestic Collection Fee</b>		
(Incoming and Outgoing Collections).....	\$	30.00
<b>International Collection Fee</b> (Varies) .....	minimum \$	85.00
<b>Signature Guarantee</b> .....	per visit \$	5.00

**Safe Deposit Box Rental Fee**

Safe Deposit Box sizes vary by location. Please contact your local branch for availability, annual and account-related fee information, and certain products/programs offering discounts.

<b>Copy and Fax Services</b>	<b>Customer</b>	<b>Non-Customer</b>
Photocopy Service (Per Page).....	\$ 1.00	1.50
Sending Faxes (Per Page).....	\$ 2.00	2.50

**Check and Money Order Services**

	<b>Customer</b>	<b>Non-Customer</b>
Cashier's Checks.....	\$ 10.00	15.00
Money Orders.....	\$ 5.00	N/A

**Union Bank Access Account Money Orders** ..... \$ 1.50

**Wire Transfer Fees**

Foreign or domestic correspondent bank or other intermediary bank charges may apply. We may deduct our fees from your account or the amount of the transfer.

**Incoming Wire Transfer** .....per wire \$ 15.00

<b>Outgoing Wire Transfers (Each)</b>	<b>Direct Access</b>	<b>Online Banking</b>	<b>Branch (In Person)</b>	<b>Customer Service (Phone)</b>
Domestic Wires .....	\$ 20.00	20.00	30.00	45.00
International Wires— Foreign Currency.....	\$ 35.00	—	40.00	55.00
International Wires—USD.....	\$ 45.00	45.00*	50.00	65.00

*\*Only available to Global Expatriate Account, California Account, and Pacific Rim Company Benefit Account program customers serviced by the Japanese Customer Service Unit.*

**Wire Notification**

Fax .....	per wire \$	10.00
Telephone.....	per wire \$	20.00

**Internal Book Transfer**

Direct Access.....	per transfer \$	6.00
Branch.....	per transfer \$	10.00
Customer Service.....	per transfer \$	30.00

**Standing Instructions**

(Not Available for Consumer International Wires)  
.....each \$ 10.00



# **EXHIBIT C**



**STATEMENT  
OF ACCOUNTS**

Page 1 of 2

Statement Number: [REDACTED]  
02/28/18 - 03/29/18

UNION BANK  
NATIONAL CITY 0007  
PO BOX 512380  
LOS ANGELES CA 90051-0380

**Telephone Banking**  
For 24-hour Automated Direct Service  
800-238-4486  
800-826-7345(TDD)  
Representatives are available  
Monday through Saturday

To open additional accounts,  
or apply for loans, call your  
banking office at 619-336-2000

**SANDRA SEEGERT**  
[REDACTED]

You may also access your account online  
at unionbank.com

Thank you for banking with us  
since 2018

- *Introducing a better way to pay your bills. Online Bill Pay is now even easier to use! Once you've experienced the convenience, you'll wonder why you paid bills any other way. Visit unionbank.com/learnmorebillpay for more details or get started by logging into your Online or Mobile Banking account.*

**Banking By Design<sup>SM</sup> Summary**

Account Number [REDACTED]

Days in statement period: 30

<b>Balance on 2/28</b>	<b>\$ 17.00</b>
Additions	20.00
Subtractions	-134.82
Purchases	-66.82
Other Withdrawals	-68.00
<b>Balance on 3/29</b>	<b>\$ -97.82</b>
Statement Average Ledger Balance	-65.33

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
3/2	ATM DEPOSIT	79336163 \$	20.00

**Purchases** *ATM card and Debit card<sup>TM</sup> purchases*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
2/28	MARKET WOR 2067379149 WA 2067379149 WA 09585581	71672646 \$	3.10
2/28	KFC C19100 SAN DIEGO CA SAN DIEGO CA 09585581	71672647	8.93
2/28	COSTCO WHS E #04 SAN DIEGO CA 09585581	72197947	3.39
3/1	MARKET WOR 2067379149 WA 2067379149 WA 09585581	72452558	1.39
3/5	NATIONAL C IT CA NATIONAL CIT CA 09585581	70758030	50.01
<b>Total</b>			<b>\$ 66.82</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
3/6	TOTAL OVERDRAFT ITEM PAID FEES	99520095 \$	33.00
3/12	CONTINUED OVERDRAFT FEE		6.00
3/13	CONTINUED OVERDRAFT FEE		6.00
3/14	CONTINUED OVERDRAFT FEE		6.00

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
3/15	CONTINUED OVERDRAFT FEE		6.00
3/16	CONTINUED OVERDRAFT FEE		6.00
3/29	TOTAL MONTHLY COST		5.00
<b>Total</b>			<b>\$ 68.00</b>

<b>Overdraft Fee Summary</b>	<b>Total for This Period</b>	<b>Total Year-to-Date</b>
Total Overdraft Fees (Overdraft Item Paid Fees)	\$63.00	\$63.00
Total Overdraft Item Returned Fees	\$0.00	\$33.00

**Your Monthly Account Cost**

- No Monthly Service Charge when you have either a single direct deposit of \$250 or more or a single mobile check deposit of \$250 or more per statement period.

**The following features and services are available with your account:**

- Unlimited Check Writing
- Online Banking
- Mobile Banking
- Text Alerts
- Online Bill Pay
- Debit Card or ATM Card
- Online Statements
- Email Alerts
- Union Bank ATMs

<b>Your Account's Cost This Month</b>	
Monthly Service Charge:	\$ 5.00
<b>Your Total Monthly Cost:</b>	<b>\$ 5.00</b>

\*If you would like details of the costs for the Banking by Design feature(s) you have selected, please refer to the Banking by Design Simply Stated Product Guide. For additional details, please visit your local branch, visit us online, or call us at 800-238-4486.



JS 44 (Rev. 06/17)

**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**  
 Sandra Seegert an individual, on behalf of herself and all others similarly situated,

**(b)** County of Residence of First Listed Plaintiff San Diego  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
 Todd D. Carpenter (CA 234464) / 619.762.1900  
 Carlson Lynch Sweet Kilpela & Carpenter, LLP  
 1350 Columbia Street, Ste. 603, San Diego, CA 92101

**DEFENDANTS**  
 MUFJG Union Bank, N.A.

County of Residence of First Listed Defendant \_\_\_\_\_  
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known) \_\_\_\_\_

**'18CV0742 AJB BGS**

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

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
			<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
			<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

**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):  
12 U.S.C. §§ 85, 86

Brief description of cause:  
Usurious interest in violation of the National Bank Act

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ 5,000,001.00    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 04/17/2018    SIGNATURE OF ATTORNEY OF RECORD /s/ Todd D. Carpenter

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Takes Issue with MUFG Union Bank's 'Shocking and Unconscionable' Overdraft Fees](#)

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