

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

JOE ALMON, JON CARNLEY,	§	
CYNTHIA CLARK, JACKIE DENSMORE,	§	
JENNIFER KREEGAR, HAROLD	§	
MCPHAIL, JB SIMMS, and KENNETH	§	
TILLMAN, on behalf of themselves and all	§	
others similarly situated,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Case No. 5:19-cv-01075-XR
	§	
CONDUENT BUSINESS SERVICES, LLC	§	
d/b/a DIRECT EXPRESS, COMERICA, INC.,	§	
and COMERICA BANK,	§	
	§	
Defendants.	§	
	§	

**MOTION FOR FINAL APPROVAL**

Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, Harold McPhail<sup>1</sup>, JB Simms, and Kenneth Tillman hereby move for final approval pursuant to the Court’s Second Amended Order granting Preliminary Approval (Doc. 97), Federal Rule of Civil Procedure 23, and Fifth Circuit precedent.

**INTRODUCTION**

The Court previously granted preliminary approval of the Settlement reached by the parties and also approved the proposed notice program. *See* Doc. 97. Notice has been disseminated to the potential members of the Settlement Classes as directed by the Court. By this

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<sup>1</sup> As explained previously, the request for preliminary approval did not originally include the Estate of Harold McPhail due to some estate issues. *See* Doc. 92, p. 1 n.1. Those issues have now been resolved and the settlement agreements have been executed by the representative of Mr. McPhail’s estate. Therefore, Plaintiffs respectfully request that the Court include Harold McPhail in the Final Approval Order.

motion, Plaintiffs respectfully request that the Court conduct a final review of the Settlement, and approve the Settlement as fair, reasonable, and adequate.

As previously reported, the Settlement is the product of years of hard-fought litigation and arm's length negotiations involving complex and challenging factual and legal issues. It follows motion practice, substantial discovery conducted by the parties, and this Court's order granting Plaintiffs' request for class certification. And, most importantly, it will provide valuable monetary benefits to Direct Express cardholders whose accounts were serviced by Defendants Conduent Business Services, LLC, Comerica, Inc., and Comerica Bank.

Pursuant to the Settlement, Defendants have agreed to pay One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00). In addition to this settlement amount, Defendants have agreed to pay any attorneys' fees and expenses awarded to Class Counsel by the Court and pay the costs of Notice and administering the Settlement, up to Two Hundred Fifty Thousand Dollars (\$250,000.00). These amounts shall be borne by Defendants and paid separately from, and in addition to, the Settlement Amount. *See* Settlement Agreement, ¶ 64 (Exhibit 2 to Doc. 92-1).

By any objective measure, the Settlement presented for the Court's consideration is fair, reasonable, and adequate. Moreover, the Settlement provided for a robust Notice Program, including direct, individual notice to the members of the Settlement Classes and targeted Facebook ads. The Notice Program has been implemented by the Settlement Administrator in accordance with this Court's Order granting Preliminary Approval. *See* Declaration of Scott M. Fenwick ("Fenwick Decl."), ¶¶ 4-20 (Exhibit 1 hereto).

The reaction of the Settlement Class has been extremely positive, further supporting the conclusion that the Settlement is fair, reasonable, and adequate. Direct notice has been provided

to the potential members of the Settlement Class via mail and email. The deadline to opt-out or object was August 13, 2024. As of August 27, 2024, only six members of the Settlement Class have opted-out and only *one* objection has been submitted. *See* Fenwick Decl., ¶ 22. For the foregoing reasons and others detailed below, the Settlement meets the standards for final approval and should be approved.

### **CASE HISTORY**

A full recitation of the history of the case is set forth in the papers filed in support of Preliminary Approval. *See* Plaintiffs’ Motion and Memorandum of Law for Preliminary Approval, pp. 3-5 (“Litigation History”), 5-6 (“Settlement Negotiations”) (Doc. 92); *see also* Joint Declaration of Counsel, ¶¶ 6-29 (“Joint Decl.”) (Doc. 92-1). Details of the case relating directly to this motion, including the efforts of Class Counsel and the Class Representatives are set forth therein.

### **ARGUMENT**

Pursuant to Rule 23(e), a class action settlement must be approved by a court before it can become effective. The process for court approval is comprised of two principal steps:

- (1) Preliminary approval of the proposed settlement and direction of notice to the class; and
- (2) A final approval hearing, at which argument concerning the fairness, adequacy, and reasonableness of the settlement is presented.

In granting preliminary approval of the Settlement and directing that notice be disseminated to the potential members of the Settlement Class, the Court took the first step in the process. Moreover, as summarized above, the Settlement Administrator has (and continues to) implement the Notice Program as directed by the Court. *See generally* Fenwick Decl. By this motion, Plaintiffs respectfully request that the Court take the final step by granting final approval of the Settlement.

Preliminary approval required the Court to determine that it would “likely be able to . . . approve the proposal under Rule 23(e)(2).” Fed. R. Civ. P. 23(e)(1)(B). Nothing has since undermined this Court’s initial findings that final approval would be likely; in fact, the positive reaction of the Settlement Classes has further substantiated the Court’s initial conclusions and further supports final approval.

**I. SETTLEMENT OF THE CLASS ACTION.**

**A. The Settlement Classes.**

Plaintiffs seek approval of the following nationwide classes, for settlement purposes only:

**The 13-day Deadline Class:** All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not sent the results of an investigation within 13 business days of submitting a notice of error in accordance with 15 U.S.C. § 1693f(a)(3) and 12 C.F.R. § 1005.11.

**The Provisional Credit Class:** All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not given a provisional credit in the amount of the alleged error in accordance with 15 U.S.C. § 1693f(c) and 12 C.F.R. § 1005.11.

**The Investigative Documents Class:** All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not timely provided a copy of the investigative documents upon request in accordance with 15 U.S.C. § 1693f(d) and its implementing regulations.

Settlement Agreement, ¶ 42.

**B. The Compensatory Provisions**

Defendants agreed to create a fund in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00). This Settlement Amount will be used to make (a) all monetary payments to the Settlement Class; and (b) all Service Awards to be paid to Plaintiffs. *See* Settlement Agreement, ¶ 64. Any attorneys’ fees and expenses awarded to Class Counsel and the costs of Notice and administering the settlement, up to Two Hundred Fifty Thousand Dollars (\$250,000.00), shall be borne by Defendants and paid separately from, and in addition to, the

Settlement Amount. *Id.* Defendants have also agreed to enter into separate, individual agreements with Plaintiffs in exchange for Plaintiffs assuming additional obligations beyond those described in the Settlement Agreement. *See* Plaintiffs' Counsel Decl., ¶ 34. Those individual agreements are confidential, but were previously submitted to the Court for its confidential review.

Under the Settlement, an estimated 400,000 potential Settlement Class Members can receive a payment if they submit a simple claim form, which they can do electronically via the Settlement Website, or by mail using a form available on the same website. Participating Settlement Class Members will receive their *pro rata* share of the Settlement Amount based on the number of claims of allegedly fraudulent transactions that were submitted and denied by Defendants and where Defendants either (i) failed to send the results of the claim investigation within 13 business days; (ii) failed to give a provisional credit in the amount of the alleged error; or (iii) did not provide a requested copy of the documents that were relied upon to deny the claim. This payment formula was set forth in an explanatory attachment to the Agreement. *See* Exhibit 1 to Settlement Agreement.

### **C. The Release Provisions**

In exchange for the consideration described above, Plaintiffs and the members of the Settlement Classes agreed to release Defendants and their present and former parents, subsidiaries, divisions, affiliates, and other specified related parties from any and all liabilities, rights, claims, actions, causes of action, and other specified remedies, that constitute, result from, arise out of, are based upon, or relate to any of the claims that were or could have been asserted in this case. The full text of the proposed release is set forth in the Settlement Agreement. *See* Settlement Agreement, ¶¶ 77-79.

**D. Attorneys' Fees, Expenses, and Service Awards.**

As explained in Plaintiffs' Motion for Fees, Expenses, and Service Awards and Approval of Cy Pres Beneficiaries (Doc. 98), the parties and their counsel did not discuss the provisions regarding attorneys' fees until after the parties had already agreed upon the terms of the Settlement Agreement in principle, and substantive elements of the Settlement Agreement had been negotiated. In accordance with the Court's order and the terms of the Settlement Agreement, Class Counsel submitted its Fee and Expense Application to the Court requesting Eight Hundred Seventy-Two Thousand Four Hundred Twenty-Five Dollars and Fifty Cents (\$872,425.50) in legal fees, and the reimbursement of reasonable costs and expenses of up to the agreed upon amount of Twenty Nine Thousand One Hundred Fifty- Seven Dollars and Seventy-Eight Cents (\$29,157.78). *See* Doc. 98. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be paid by Defendants separate, apart, and in addition to the Settlement Fund and the Costs of Notice and Administration. *See* Settlement Agreement, ¶ 83.

On behalf of the eight Plaintiffs, Class Counsel requested Service Awards not to exceed Two Thousand and 00/100 Dollars (\$2,000.00), for a total amount of Sixteen Thousand and 00/100 Dollars (\$16,000.00). *Id.* at ¶ 33. Defendants agreed not to oppose such a request for Service Awards, which shall be paid by the Settlement Administrator to Plaintiffs out of the Settlement Amount. *Id.*

The parties agreed that the Court's failure to approve, in whole or in part, any award for attorneys' fees or Service Awards shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination. *Id.*

**II. NOTIFICATION TO THE CLASS AND RESPONSE OF CLASS MEMBERS.**

On April 22, 2024, the Court entered an order finding that the proposed Settlement is

within the range of reasonableness for approval, provisionally certifying the Settlement Class, appointing Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, JB Simms, and Kenneth Tillman as Class Representatives, and appointing Webb, Klase & Lemond, LLC and The Vaught Firm, LLC as Class Counsel. *See* Doc. 97. In that same order, the Court also set a fairness hearing for September 5, 2024, at 10:30 a.m., appointed Kroll Settlement Administration (“Kroll”) as the Settlement Administrator, and authorized notice to the potential members of the Settlement Class. *Id.*

In accordance with the Court’s Preliminary Approval Order, emailed and mailed notice was sent to over 400,000 individuals and a Settlement Website (<https://www.DirectExpressClassAction.com>) was created to give Notice Recipients access to case-related documents such as the Amended Complaint, the Settlement Agreement, the Second Preliminary Approval Order, the Long-Form Notice, Claim Form, and the Motion for Attorneys’ Fees and Service Awards. *See* Fenwick Decl., ¶¶ 5-14. The Court-approved Notice Program provided a summary of the litigation, a summary of the proposed Settlement, and detailed information to the potential members of the Settlement Class regarding their rights and options in relation to the proposed Settlement. Class Counsel and/or Kroll have received and responded to hundreds, if not over a thousand phone calls and email inquiries from Notice Recipients. To date, only six individuals have requested to be excluded. One objection was sent to Class Counsel. *Id.* at ¶¶ 18-20.

### **III. THE SETTLEMENT SATISFIES REQUIREMENTS FOR FINAL APPROVAL.**

#### **A. The Settlement Continues to Satisfy Federal Rules 23(a) and (b).**

Courts in the Fifth Circuit have approved class certification in light of settlement where the class satisfies the requirements of Federal Rules of Civil Procedure 23(a) (i.e., numerosity,

commonality, typicality, and adequacy) and 23(b). *E.g.*, *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 279 (W.D. Tex. 2007); *Stott v. Cap. Fin. Servs., Inc.*, 277 F.R.D. 316, 324 (N.D. Tex. 2011); *also Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 296 (3d Cir. 2011). However, in the settlement context, the Court need not consider whether the case would present intractable management problems since, as a result of settlement, there will be no trial. *Sullivan*, 667 F.3d at 322, n.56. In granting preliminary approval, this Court already found that the proposed Settlement Classes met all applicable requirements of Rule 23 and certified them for the purposes of settlement. *See* Doc. 97, pp. 3-4. There have been no factual changes or issues that have arisen in the case leading to a change in the analysis of any of these factors. Thus, as the elements of Rule 23(a) and (b) were satisfied at the preliminary approval stage, they remain satisfied at the final approval stage.

**B. The Settlement Is Fair, Reasonable, and Adequate.**

Courts consider the Rule 23(e) factors when determining whether to grant final approval of a settlement. *See* Fed. R. Civ. P. 23(e)(1)-(2). Under Rule 23(e)(2), a court may only approve a settlement based on a finding that the proposed settlement is “fair, reasonable and adequate” after considering whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims;
  - (iii) the terms of any proposed award of attorney’s fees, including timing

of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and,

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). The factors the Court considers when determining whether the settlement is fair, reasonable, and adequate under Rule 23(e), are:

(1) evidence that the settlement was obtained by fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the stage of the litigation and available discovery; (4) the probability of plaintiffs' prevailing on the merits; (5) the range of possible recovery and certainty of damages; and (6) the opinions of class counsel, class representatives, and absent class members.

*Newby v. Enron Corp.*, 394 F.3d 296, 301 (5th Cir. 2004) (citing *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983)). These factors are generally referred to as the *Reed* factors.

The *Reed* factors support final approval.

1. There is no evidence the Settlement was obtained by fraud or collusion.

The Settlement was the product of significant negotiation by experienced counsel on both sides with the assistance of a neutral mediator, culminating in the execution of the Agreement. *See* Doc. 92-1, ¶¶ 23-29. The arm's length nature of the negotiations amongst experienced counsel supports a finding that the settlement is fair, reasonable, and adequate. *See* Comment to December 2018 Amendment to Fed. R. Civ. P. 23(e) ("the involvement of a neutral or court-affiliated mediator or facilitator in those negotiations may bear on whether they were conducted in a manner that would protect and further the class interests"). "Under such circumstances, courts find that class action settlements are free of fraud or collusion." *Quintanilla v. A&R Demolition, Inc.*, 2008 WL 9410399, at \*4 (S.D. Tex. May 7, 2008).

2. The Settlement achieves an excellent result for the class members considering the complexity of the litigation, continued expense, and likely duration of the litigation.

Risks of protracted litigation and delay favor approval of settlement. *See Ayers v. Thompson*, 358 F.3d 356, 369 (5th Cir. 2004); *In re Heartland Payment System, Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1064 (S.D. Tex. 2012) (“When the prospect of ongoing litigation threatens to impose high costs of time and money on the parties, the reasonableness of approving a mutually-agreeable settlement is strengthened”). The \$1,200,000 cash settlement is an excellent result for the Settlement Classes in light of the duration, costs, risks, and delay of trial and appeal, supporting a finding that the Settlement will likely be approved, and thus, that notice should issue. “When the prospect of ongoing litigation threatens to impose high costs of time and money on the parties, the reasonableness of approving a mutually-agreeable settlement is strengthened.” *Heartland*, 851 F. Supp. 2d at 1064 (quoting *Klein v. O’Neal, Inc.*, 705 F. Supp. 2d 632, 651 (N.D. Tex. 2010)).

While Plaintiffs were successful in obtaining certification of three classes for trial and believe their interpretation of EFTA and Regulation E is correct, and that damages can be established on a class-wide basis, there are many issues on which Plaintiffs and the classes would have to prevail to obtain a class-wide judgment for the full damages allegedly suffered. If this Court or an appellate court were to rule in Defendants’ favor, the classes would be entitled to nothing. In addition, if the Settlement is not approved, the parties will ultimately have to undertake expensive trial preparations. Even if Plaintiffs were to prevail at trial, Defendants would likely appeal, resulting in significant delay to the class in obtaining any relief.

By reaching a favorable settlement prior to the resolution of dispositive motions or trial, Plaintiffs are avoiding expense and delay and ensuring recovery for the Settlement Classes. *See Hays v. Eaton Group Attorneys, LLC*, 2019 WL 427331, at \*10 (M.D. La. Feb. 4, 2019)

(“approval of settlement is favored where settling ‘avoids the risks and burdens of potentially protracted litigation.’”) (quoting *In re Educ. Testing Serv. Praxis Principles of Learning & Teaching, Grades 7-12 Litig.*, 447 F. Supp. 2d 612, 620 (E.D. La. 2006)). In light of these serious risks, the proposed Settlement, which affords class members a significant percentage of the total potential recovery, is an outstanding result. The relief provided by the Settlement is also excellent because Defendants have agreed to pay any attorneys’ fees that are awarded by the Court separate, apart, and in addition to the Settlement Fund.

If settlement is denied, years of additional protracted litigation would likely follow. The complexity, expense, and potential duration of litigation favor approval of the Settlement.

3. The Settlement was achieved after significant discovery was completed and Plaintiffs obtained class certification.

The litigation and discovery were far progressed at the time a settlement was achieved. *See* Doc. 92-1, ¶¶ 6-25. The Settlement was not reached until after the parties completed class-wide written discovery, issued and served third-party subpoenas, exchanged and reviewed voluminous amounts of data, completed depositions, and the Court had granted Plaintiffs’ request for class certification. Thus, counsel had sufficient information to assess the merits of the claims at the time of settling the case. *See Quintanilla*, 2008 WL 9410399, at \*4.

4. There was no guarantee Plaintiffs would prevail on the merits of their case.

The probability of Plaintiffs’ success on the merits is the most important factor for courts to consider when evaluating a class action settlement. *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1982). Here, while Plaintiffs are confident in the merits of their theory of liability and ability to prove the claims of the absent class members, there remain significant obstacles to a class-wide judgment in favor of the classes on liability and damages. Even though this Court certified three classes of Direct Express cardholders, Plaintiffs still have to establish that liability

on behalf of these classes and convince a jury that damages are appropriate. And, even if Plaintiffs prevail at trial on behalf of the classes, there is the significant risk that, after years-long litigation, the Fifth Circuit could reverse either on class certification or on the merits. Given these significant risks that could result in cardholders receiving nothing, the Settlement, which returns to Settlement Class Members a substantial percentage of their potential damages, is a fair, reasonable, and adequate result. *See* Doc. 92-1, ¶¶ 36, 38. Thus, this factor supports granting final approval.

5. Significant relief is being provided to the class particularly considering the uncertainty of damages.

In evaluating the relief being provided to the class, “[t]he question is not whether the parties have reached ‘exactly the remedy they would have asked the Court to enter absent the settlement,’ but instead ‘whether the settlement’s terms fall within a reasonable range of recovery, given the likelihood of the plaintiffs’ success on the merits.’” *O’Donnell v. Harris County*, 2019 WL 4224040, at \*12 (S.D. Tex. Sept. 5, 2019) (quoting *Klein*, 705 F. Supp. 2d at 656; *Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 849-50 (E.D. La. 2007)). Plaintiffs sought to recover damages on behalf of the certified classes for Defendants’ alleged violations of EFTA and Regulation E. *See* Doc. 83 at 1.

In the class action context, damages for violations of EFTA and Regulation E are subject to the statutory cap imposed by Congress in 15 U.S.C. § 1693m(a)(2)(B). This statute provides that in the class action context the total recovery allowed per statutory violation “shall not be more than the lesser of \$500,000 or 1 per centum of the net worth of the defendant.” 15 U.S.C. § 1693m(a)(2)(B). Because Plaintiffs have identified three potential statutory violations by Defendants, the maximum damages recoverable in this case on behalf of the certified classes is \$1,500,000 (3 x \$500,000). Therefore, the Settlement Amount that Defendants have agreed to

pay as part of the settlement (\$1,200,000) represents eighty percent (80%) of the possible damages that could be recovered at trial in this case. Such a percentage of recovery of potential damages is more than reasonable.

“Parties give and take to achieve settlements. Typically neither Plaintiffs nor Defendants end up with exactly the remedy they would have asked the Court to enter absent the settlement.” *Frew v. Hawkins*, 2007 WL 2667985, at \*6 (E.D. Tex. Sept. 5, 2007) (internal citations omitted) (citing *United States v. Armour*, 402 U.S. 673, 681 (1971)). The Settlement here is an excellent result given the range and certainty of recovery warrants final approval of the Settlement.

6. Class Counsel, the Class Representatives, and the absent class members, all believe the Court should grant final approval of the Settlement.

A “lack of objection from the class members supports the adequacy of the settlement.” *Celeste v. Intrusion, Inc.*, 2022 WL 17736350, at \*11 (E.D. Tex. Dec. 16, 2022). Here, the members have reacted favorably to the class. Despite over 98% of the class members receiving notice, only one class member has objected to the Settlement. *See* Fenwick Decl., ¶ 22; Exh. I thereto. The lack of significant objections “indicates that the Settlement is fair, reasonable and adequate.” *Strano v. Kiplinger Washington Editors, Inc.*, 2023 WL 6628013, at \* 2 (E.D. Mich. Oct. 11, 2023) (internal quotation and citation omitted).

The minimal number of class members who opted out of the Settlement also establishes this factor. “A certain number of opt-outs and objections are expected in a class action.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003) (internal citation omitted). As such, this factor is readily satisfied where “less than 1%” of class members opt out of a settlement. *See id.* Here, only six people, or approximately fifteen thousandths of one percent of class members have opted out of the Settlement. *See* Fenwick Decl., ¶ 22; Exh. H thereto. Thus, this also establishes the absent class members approval of the Settlement.

7. Notice to the class was thorough and satisfies due process.

At final approval, the Court must also determine whether the notice to the class members satisfies due process. *See generally Eisen v. Carlisle & Jacquilin*, 417 U.S. 156, 173-74 (1974) (holding that providing proper notice serves to satisfy the due process rights of absent class members); *In re Flint Water Cases*, 571 F. Supp. 3d 746, 785 (E.D. Mich. 2021); *Stott v. Cap. Fin. Servs., Inc.*, 277 F.R.D. 316, 342 (N.D. Tex. 2011). Due process is satisfied where the notice reasonably apprises the absent class members of their rights and affords them an opportunity “to present their objections.” *In re Flint Water Cases*, 571 F. Supp. 3d at 785; *Stott*, 277 F.R.D. at 342. The Court found at preliminary approval that the notice plan “comports with Fed. R. Civ. P. 23 and all constitutional requirements, including those of due process.” *See* Doc. 97, p. 5. The results of the notice further establish this remains true for at least two additional reasons.

First, the class notice was received by most class members by one of two methods – mail or e-mail. *See* Fenwick Decl., ¶¶ 10-11. Ultimately, notice reached over 98% of the Class Members either by mail or e-mail. *Id.* at ¶ 14. Additionally, social media ads on various Facebook pages were run to provide supplemental notice. *Id.* at ¶¶ 15-16. A notice program like the one here satisfies due process where it reaches such a high percentage of class members. *See generally In re Flint Water Cases*, 571 F. Supp. 3d at 786 (notice reached over 95% of class members).

Second, the process for class members to submit claims was not burdensome. Rule 23(e)(2)(C)(ii) considers “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims.” Fed. R. Civ. P. 23(e)(2)(C)(ii). This factor is particularly concerned with “methods of processing claims so complex that they discourage class members from pursuing valid claims.” *T.K. Through Leshore v. Bytedance Tech. Co.*, 2022 WL 888943, at \*14 (N.D. Ill. Mar. 25, 2022). Here, the claims process was

straightforward. A class member simply needed to sign their name, and confirm their name, address. *See generally* Claim Form (Exhibit 2 hereto). Moreover, the claim form was able to be submitted via mail or through electronic means. *See* Fenwick Decl., ¶ 19. A request that a claimant submit a claim form that requires “claimants provide their names, addresses, and signature” does not raise concerns with the claims process. *E.g., T.K. Through Leshore*, 2022 WL 888943, at \*14 (internal quotation and citation omitted); *In re Serzone Prod. Liab. Litig.*, 231 F.R.D. 221, 235 (S.D.W. Va. 2005) (same).

In short, the Settlement warrants final approval because it is fair, reasonable, and adequate under Rule 23 and in consideration of the *Reed* factors.

#### **IV. THE LONE OBJECTION SHOULD BE OVERRULED.**

The lone objection to the Settlement was filed by Margaret-Ilene Pullen. In her objection, a redacted copy of which is attached hereto as Exhibit 3 for the Court’s convenience, Ms. Pullen indicates that she “accepts” the Settlement benefits that were offered to her as a member of the Settlement Classes and includes a completed Claim Form. However, Ms. Pullen also “objects” to the Settlement based on her belief that the “Settlement Value needs to be more than triple the Value” and that the class period should be “expanded from 2004-through today.” *See* Objection, p. 2. Respectfully, Ms. Pullen’s objection should be overruled for the following reasons:

First, Ms. Pullen’s objection is procedurally and facially insufficient as it was not filed with the Court and failed to comply with the reasonable requirements set forth in paragraph 17 of the Court’s second amended preliminary approval order. *See* Doc. 97, ¶ 17. Courts in the Fifth Circuit have held that objectors “must comply with procedural requirements stipulated in the settlement agreement, such as filing a written statement of objection with the court in advance of

the hearing and giving notice of intent to appear at the fairness hearing.” *E.g.*, *In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d 456, 491 (E.D. La. 2020); *In re Ford Motor Co. Bronco II Prods. Liab. Litig.*, MDL 991, 1994 WL 599525, at \*4-5 (E.D. La. Nov. 1, 1994); *In re Prudential–Bache Energy Income P’ships Sec. Litig.*, 815 F. Supp. 177, 179 (E.D. La. 1993). Ms. Pullen’s failure to comply with these requirements is grounds enough to overrule her objection.

Second, courts have held that “[o]bjections ought to focus on the fairness, reasonableness, and adequacy of the agreement, rather than ‘renegotiate terms of the settlement based on individual preferences.’” *In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d at 491 (quoting *In re Oil Spill by Oil Rig Deepwater Horizon*, 295 F.R.D. 112, 152 (E.D. La. 2013)). Ms. Pullen’s demand for an expanded settlement amount and longer class period are simply attempts to renegotiate the terms of the Settlement based on her individual desires rather than an objection to the Settlement’s fairness, reasonableness, and adequacy. Moreover, given the one-year statute of limitations on EFTA claims (15 U.S.C. § 1693m(g)) and the statutory cap on damages (15 U.S.C. § 1693m(a)(2)(B)) imposed by Congress, Ms. Pullen’s desire for a larger settlement amount and a longer class period are simply not possible.

Third, Ms. Pullen’s objection is not sufficiently clear and unambiguous as required. Courts have held that objections must meet this threshold for consideration; otherwise the party will be deemed to have waived their objection. *E.g.*, *In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d at 491; *Luevano v. Campbell*, 93 F.R.D. 68, 77 (D.D.C. 1981). Beyond her complaints about the amount of the settlement and the length of the class period, Ms. Pullen’s objection laments about the “9 Professional Carjackings” that she has experienced, that FDR “stole our gold,” and the taxes that are paid to the IRS going “to a P O B in London

England.” What these concerns have to do with the Settlement reached in this case is unclear to say the least. Given the unclear nature of Ms. Pullen’s objection, it should be overruled.

Finally, Ms. Pullen’s objection should also be overruled because her objection lacks any evidentiary support. This is fatal to Ms. Pullen’s unsubstantiated belief that the Settlement is insufficient. *See, e.g., In re Serzone Prod. Liab. Litig.*, 231 F.R.D. 221, 233 (S.D. W. Va. 2005) (granting final approval of class action settlement where “objectors presented no evidence” to support their arguments against the settlement). Ms. Pullen simply cannot offer any basis other than opinion to dispute that the Settlement Agreement achieves a fair, reasonable, and adequate result for the Settlement Classes. In sum, the Pullen objection should be overruled.

### CONCLUSION

For the foregoing reasons, Plaintiffs and Class Counsel respectfully request that this Court certify the Settlement Classes, find the Settlement to be fair, reasonable, and adequate, issue final approval of the Settlement, and dismiss this action with prejudice.

DATED this 29th day of August, 2024.

Respectfully submitted,

BY: WEBB, KLASE & LEMOND, LLC

/s/ E. Adam Webb

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*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 29th day of August, 2024, I caused the foregoing document to be electronically filed with the Clerk of Court using the CM/ECF system which automatically sends email notification of such filing to all attorneys of record.

*/s/ G. Franklin Lemond, Jr*  
\_\_\_\_\_

G. Franklin Lemond, Jr.

# **Exhibit 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

JON CARNLEY, ON BEHALF OF  
THEMSELVES AND ALL OTHERS  
SIMILARLY SITUATED; JACKIE  
DENSMORE, PAUL KATYNSKI,  
JENNIFER KREEGAR, HAROLD  
MCPHIL, JB SIMS, KENNETH  
TILMAN, JOE ALMON, CYNTHIA  
CLARK,

*Plaintiffs,*

-vs-

CONDUENT BUSINESS SERVICES,  
LLC, COMERICA, INC., COMERICA  
BANK,

*Defendants*

Case No.: SA-19-CV-01075-XR

CLASS ACTION

**DECLARATION OF  
SCOTT M. FENWICK OF KROLL  
SETTLEMENT ADMINISTRATION LLC  
IN CONNECTION WITH FINAL APPROVAL  
OF SETTLEMENT**

Date: September 5, 2024

Time: 10:30 am

Dept: Courtroom H

The Hon. Judge Xavier Rodriguez

I, Scott M. Fenwick, declare as follows:

**INTRODUCTION**

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the Settlement Administrator appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with Final Approval of the Settlement.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement as defined below.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

### **BACKGROUND**

3. Kroll was appointed as the Settlement Administrator to provide notification and administration services in connection with the Settlement Agreement and Release (the “Settlement Agreement”) entered into this Action. Kroll’s duties in connection with the Settlement have and will include: (a) preparing and sending notices in connection with the Class Action Fairness Act; (b) receiving and analyzing the Class Member contact list (the “Class List”) from Defendants; (c) creating a Settlement Website with online claim filing capabilities; (d) establishing a toll-free telephone number; (e) establishing a post office box for the receipt of mail; (f) preparing and sending the Postcard Notice via first-class mail; (g) preparing and sending the Email Notice; (h) establishing an email address to receive Class Member inquiries; (i) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (j) receiving and processing undeliverable mail, without a forwarding address, from the USPS; (k) placing ads on social media; (l) receiving and processing Claim Forms; (m) receiving and processing opt-out requests; and (n) such other tasks as counsel for the Parties or the Court request Kroll to perform.

### **NOTICE PROGRAM**

#### **The CAFA Mailing**

4. As noted above, on behalf of the Defendants, Kroll provided notice of the proposed Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. §1715(b) (“the CAFA Notice”). At defense counsel’s direction, on June 7, 2024, Kroll sent the CAFA Notice identifying the documents required, a true and correct copy of which is attached hereto as **Exhibit A**, via first-class certified mail, to (a) the Attorney General of the United States, (b) the fifty-four (54) state and territorial Attorneys General identified in the service list for the CAFA Notice, attached hereto as **Exhibit B**, (c) the Federal Reserve, (d) the Consumer Financial Protection Bureau, (e) the Department of Treasury, (f) the banking

commissioner of fifty-one (51) states identified in the service list for the CAFA Notice, and (g) via email to the Nevada Attorney General,. The CAFA Notice directed the Attorneys General and the federal and state officials to the website [www.CAFANotice.com](http://www.CAFANotice.com), a site that contains all the documents relating to the Settlement referenced in the CAFA Notice.

### **Data and Case Setup**

5. On May 16, 2024, Kroll received one (1) data file from the Defendants. The data file contained 421,013 records, with a combination of names, physical addresses, and email addresses for Class Members. On May 31, 2024, Kroll received one (1) updated data file from the Defendants. The second data file contained 421,031 records, which included all records from the initial data file, with a combination of names, physical addresses, and email addresses for Class Members. Kroll undertook several steps to reconcile the updated data file and compile the eventual Class List for the email and mailing of Notices. Data was re-formatted and checked for duplicate records. Of the 421,031 records, 304,385 contained email addresses and each record contained a mailing address. There were 116,646 records that did not have an email address. Additionally, in an effort to ensure that Postcard Notices would be deliverable to Class Members, Kroll ran the Class List through the USPS's National Change of Address ("NCOA") database and updated the Class List with address changes received from the NCOA.

6. On February 21, 2024, Kroll created a dedicated Settlement Website entitled [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com). The Settlement Website "went live" on May 16, 2024, and contains details of the Settlement, key dates and deadlines, including the Claims, Objection, and Opt-Out Deadlines, and the date of the Final Approval Hearing, answers to frequently asked questions, contact information for the Settlement Administrator, important documents relating to the Settlement, including downloadable copies of the Settlement Agreement, Long Form Notice, Email Notice, Postcard Notice, Second Amended Preliminary Approval Order, Claim Form, and Complaint, and allowed Class Members an opportunity to file a Claim Form online.

7. On February 22, 2024, Kroll established a toll-free telephone number, (833) 425-9800, for Class Members to call and obtain additional information regarding the Settlement through an Interactive

Voice Response (“IVR”) system and by requesting a call back from a live operator. As of August 27, 2024, the IVR system has received 9,108 calls, and 326 calls have been returned by live operators.

8. On February 22, 2024, Kroll designated a post office box with the mailing address *Almon, et al. v. Conduent State & Local Solutions, Inc.*, c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391, in order to receive requests for opt-outs, Claim Forms, and correspondence from Class Members.

9. On June 7, 2024, Kroll established an email address, [info@DirectExpressClassAction.com](mailto:info@DirectExpressClassAction.com), to receive and reply to email inquiries from Class Members pertaining to the Settlement.

### **The Notice Program**

10. On June 14, 2024, Kroll caused 116,646 Postcard Notices to be mailed via first-class mail. A true and correct copy of the Postcard Notice, along with the Long Form Notice and Claim Form, are attached hereto as **Exhibits C, D, and E**, respectively.

11. On June 14, 2024, Kroll caused the Email Notice to be sent to the 304,385 email addresses on file for Class Members as noted above. A true and correct copy of a complete exemplar Email Notice (including the subject line) is attached hereto as **Exhibit F**. Of the 304,385 emails attempted for delivery, 76,698 emails were rejected/bounced back as undeliverable. On July 19, 2024, Kroll caused the Postcard Notice to be sent to the 76,698 Class Members whose Email Notice was rejected/bounced back as undeliverable.

### **NOTICE PROGRAM REACH**

12. As of August 27, 2024, 535 Postcard Notices were returned by the USPS with a forwarding address. Of those, 421 Postcard Notices were automatically re-mailed to the updated addresses provided by the USPS. The remaining 114 Postcard Notices were re-mailed by Kroll to the updated address provided by the USPS.

13. As of August 27, 2024, 14,529 Postcard Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran 14,365 undeliverable records through

an advanced address search.<sup>2</sup> The advanced address search produced 10,046 updated addresses. Kroll has re-mailed Postcard Notices to the 10,046 updated addresses obtained from the advance address search. Of the 10,046 re-mailed Postcard Notices, 1,762 have been returned as undeliverable a second time.

14. Based on the foregoing, following all Postcard Notice re-mailings, Kroll has reason to believe that direct Notice by email or postcard likely reached 414,786 of the 421,031 persons to whom direct Notice was sent, which equates to a reach rate of the direct notice of approximately 98.52%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches<sup>3</sup> over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.<sup>4</sup> The table below provides an overview of dissemination results for the direct Notice Program.

<b>Direct Notice Program Dissemination &amp; Reach</b>		
<b>Description</b>	<b>Volume of Class Members</b>	<b>Percentage of Class Members</b>
Class Members	421,031	100.00%
<b>Initial Notice</b>		
(+) Postcard Notices Mailed (Initial Campaign)	116,646	27.70%
(+) Email Notices Emailed (Initial Campaign)	304,385	72.30%
(-) Total Postcard Notices Returned as Undeliverable	(14,529)	3.45%
(-) Total Email Notices Returned as Undeliverable	(76,698)	18.22%
<b>Supplemental Notice Mailing</b>		
(+) Total Unique Postcard Notices Mailed from Undeliverable Email Notices	76,698	18.22%
(+) Total Unique Postcard Notices Re-mailed from Undeliverable Postcard Notices	10,046	2.39%
(-) Total Undeliverable (Re-Mailed) Postcard Notices	(1,762)	0.42%

<sup>2</sup> The remaining 164 undeliverable Postcard Notices received to date were received less than seven (7) days prior to the August 13, 2024 Opt-Out Deadline, and therefore pursuant to paragraph 53 of the Settlement Agreement, were not run through an advanced address search.

<sup>3</sup> FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

<sup>4</sup> Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

<b>Direct Notice Program Reach</b>		
(=) Received Direct Notice	414,786	98.52%

### **Supplemental Social Media Notice**

15. Social media ads on Facebook appeared in Facebook users' Newsfeeds.<sup>5</sup> Ads were targeted to groups and pages relevant to the target audience including Direct Express Card Facebook Page, Direct Express Card Information Facebook Page, SSI and SSDI Support Group Facebook Page, Direct Express Customer Service Facebook Page, Atticus Facebook Page, and others.

16. Social media ads were served from June 17, 2024, to July 17, 2024, and delivered over 8.3 million impressions.

17. Attached hereto as **Exhibit G** are copies of the social media ads.

### **CLAIM ACTIVITY**

18. The Claims Deadline is September 12, 2024.

19. As of August 27, 2024, Kroll has received 639 Claim Forms through the mail and 7,288 Claim Forms filed electronically through the Settlement Website. Kroll is still in the process of reviewing and validating Claim Forms.

20. To prevent Claim Forms from being filed by individuals outside the Class and to curtail fraud, Class Members were provided a unique "Class Member ID" on their respective notices. The Class Member ID is required for Class Members to file a Claim Form online.

### **EXCLUSIONS AND OBJECTIONS**

21. The Objection and Opt-Out Deadlines were August 13, 2024.

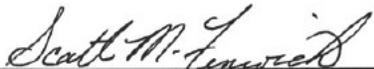
22. Kroll has received six (6) timely opt-out requests. A list of the opt-outs requests is attached hereto as **Exhibit H**. Class Members were not instructed to submit their objections to the Settlement Administrator, but one (1) has been received by Kroll, a copy of which was provided to counsel and is attached hereto as **Exhibit I**.

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<sup>5</sup> Newsfeeds are where Facebook users look for information about friends, family, news and brand information.

**CERTIFICATION**

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on August 29, 2024, in Inver Grove Heights, Minnesota.

  
SCOTT M. FENWICK

# Exhibit A



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VIA U.S. MAIL

Date: June 7, 2024

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715  
(see attached service list)

Re: CAFA Notice for the proposed Settlement in *Almon, et al., v. Conduent State & Local Solutions, Inc., et al.*, Case No. 5:19-cv-01075-XR, pending in the United States District Court for the Western District of Texas

Pursuant to Section 3 of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Defendants Conduent State & Local Solutions, Inc., Comerica Bank and Comerica, Inc. (“Defendants” or “Conduent State & Local Solutions, Inc.”) hereby notifies you of the proposed Settlement of the above-captioned action (the “Action”), currently pending in the United States District Court for the Western District of Texas (the “Court”).

Eight items must be provided to you in connection with any proposed class action settlement pursuant to 28 U.S.C. § 1715(b). Each of these items is addressed below, and all exhibits are available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *Almon, et al., v. Conduent State & Local Solutions, Inc.*:

1. 28 U.S.C. § 1715(b)(1) – a copy of the Complaint and any materials filed with the Complaint and any Amended Complaints.

The class action Complaint and first Amended Complaint are available as **Exhibit A** and **A1**.

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

On March 22, 2024, Plaintiff filed a motion for Preliminary Approval of the class action Settlement, which was granted by the order dated April 16, 2024. The Court has scheduled the Final Approval Hearing for this matter September 5, 2024. The Preliminary Approval Order, the Amended Preliminary Approval Order, and the Second Amended Preliminary Approval Order are available as **Exhibit B**, **Exhibit B1** and **Exhibit B2**.

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.

Copies of the proposed Postcard Notice, Email Notice, and Long Form Notice will be provided to Class Members and will be available on the Settlement Website

created for the administration of this matter. These are available as **Exhibits C, D, and E**, respectively. The Notices describe, among other things, the claim submission process and the Class Members' rights to object or exclude themselves from the Class.

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

The Settlement Agreement is available as **Exhibit F**.

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between Class Counsel and counsel for Defendants.

Separate settlement agreements supported by separate consideration were made between Defendants and Joe Almon, Jon Carnley, Cynthia Clark, Jacqueline Densmore, Jennifer Kreegar, James Brantley Simms, and Kenneth Tillman. Because those agreements were not made “made between class counsel and counsel for the defendants,” they are not within the scope of 28 U.S.C. § 1715 and are not attached hereto.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no such document is presently available.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of Class Members who reside in each State and the estimated proportionate share of the claims of such members to the entire Settlement to that State’s appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire Settlement.

The definition of the Class in the proposed Settlement Agreement means collectively, all persons who fall within any of the three class definitions.

**The 13-day Deadline Class:** All Direct Express customers who were not sent the results of an investigation within 13 business days of submitting a notice of error in accordance with 15 U.S.C. § 1693f(a)(3) and 12 C.F.R. § 1005.11.

**The Provisional Credit Class:** All Direct Express customers who were not given a provisional credit in the amount of the alleged error in accordance with 15 U.S.C. § 1693f(c) and 12 C.F.R. § 1005.11.

**The Investigative Documents Class:** All Direct Express customers who were not timely provided a copy of the investigative documents upon request in accordance with 15 U.S.C. § 1693f(d) and its implementing regulations.

An estimated breakdown by state for known Class Members is available as **Exhibit G**.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

The Preliminary Approval Order, the Amended Preliminary Approval Order, and the Second Amended Preliminary Approval Order are available as **Exhibit B**, **Exhibit B1** and **Exhibit B2**.

If you have any questions about this notice, the Action, or the materials available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *Almon, et al., v. Conduent State & Local Solutions, Inc.*, et al., please contact the undersigned below.

Respectfully submitted,

Drew Perry  
Senior Manager  
[Drew.Perry@Kroll.com](mailto:Drew.Perry@Kroll.com)

# Exhibit B

**CAFA NOTICE SERVICE LIST**

**U.S. Attorney General**

Merrick B. Garland  
U.S. Department of Justice  
950 Pennsylvania Avenue NW  
Washington, D.C. 20530

**Alabama Attorney General**

Steve Marshall  
501 Washington Ave.  
P.O. Box 300152  
Montgomery, AL 36130

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40 Capitol Square, SW  
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Bridget Hill  
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109 State Capitol  
Cheyenne, WY 82002

**The Federal Reserve**

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Washington, DC 20240

**Department of the Treasury**

1500 Pennsylvania Avenue, NW  
Washington, D.C. 20220

**Consumer Financial Protection Bureau**

1700 G St. NW  
Washington, DC 20552

**Alabama**

Regulator: Alabama State Banking  
Department  
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Montgomery, AL 36103

**Alaska**

Regulator: Alaska Division of Banking and  
Securities  
P.O. Box 110807  
Juneau, AK 99811

**Arizona**

Regulator: Arizona Department of Financial  
Institutions  
Financial Enterprises Division  
2910 N. 44th Street, Suite 310  
Phoenix, AZ 85018

**Arkansas**

Arkansas State Bank Department  
#1 Commerce Way, Suite 303  
Little Rock, AR 72202

**California**

Department of Financial Protection and  
Innovation  
2101 Arena Boulevard  
Sacramento, CA 95834

**Colorado**

Colorado Division of Banking  
1560 Broadway, Suite 975  
Denver, CO 80202

**Connecticut**

Connecticut Department of Banking  
260 Constitution Plaza  
Hartford, CT 06103

**Delaware**

Regulator: Delaware Office of the State  
Bank Commissioner  
555 E. Loockerman Street Suite 210  
Dover, DE 19901

**District of Columbia**

Regulator: D. C. Department of Insurance  
Securities and Banking  
810 First Street, NE Suite 701  
Washington, DC 20002

**Florida**

Regulator: Florida Office of Financial  
Regulation  
Division of Securities and Finance  
200 E. Gaines Street  
Tallahassee, FL 32399

**Georgia**

Georgia Department of Banking and  
Finance  
2990 Brandywine Road Suite 200  
Atlanta, GA 30341-5565

**Hawaii**

Regulator: Hawaii Department of  
Commerce and Consumer Affairs  
Consumer Resource Center  
235 S. Beretania Street, Rm 801  
Honolulu, HI 96813

**Idaho**

Regulator: Idaho Department of Finance  
11341 West Chinden Blvd. STE A300  
Boise, ID 83714

**Illinois**

Regulator: Illinois Division of Financial  
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Consumer Credit Section  
320 W. Washington  
Springfield, IL 62701

**Indiana**

Regulator: Indiana Department of Financial  
Institutions  
30 South Meridian Street, Suite 300  
Indianapolis, IN 46204

**Iowa**

Regulator: Iowa Division of Banking  
200 East Grand Avenue, Suite 300  
Des Moines, IA 50309

**Kansas**

Regulator: Office of the State Bank  
Commissioner  
700 SW Jackson, Suite 300  
Topeka, KS 66603

**Kentucky**

Regulator: Kentucky Office of Financial  
Institutions  
1025 Capital Center Drive, Suite 200  
Frankfort, KY 40601

**Louisiana**

Regulator: Louisiana Office of Financial  
Institutions  
P.O. Box 94095  
Baton Rouge, LA 70804

**Maine**

Department of Professional & Financial  
Regulation  
Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036

**Maryland**

Regulator: Maryland Commissioner of  
Financial Regulation  
500 North Calvert Street Suite 402  
Baltimore, MD 21202

**Massachusetts**

Regulator: Massachusetts Division of Banks  
One South Station

Boston, MA 02110

**Michigan**

Regulator: Michigan Office of Financial and Insurance Regulation

P.O. Box 30220

Lansing, MI 48909

**Minnesota**

Regulator: Minnesota Department of Commerce

Division of Financial Examinations

85 7th Place East, Suite 500

St. Paul, MN 55101

**Mississippi**

Regulator: Mississippi Department of Banking and Consumer Finance

4780 I-55 North 5th Floor

Jackson, MS 39201

**Missouri**

Regulator: Missouri Division of Finance Consumer Credit Section

P. O. Box 716

301 W. High Street

Jefferson City, MO 65102

**Montana**

Regulator: Division of Banking and Financial Institutions

301 South Park, Suite 316

Helena, MT 59601

**Nebraska**

Regulator: Nebraska Department of Banking & Finance

Financial Institutions

1230 'O' Street, Suite 400

P.O. Box 95006

Lincoln, NE 68509

**Nevada**

Regulator: Nevada Financial Institutions Division

2785 E. Desert Inn Rd., Suite 180

Las Vegas, NV 89121

**New Hampshire**

Regulator: New Hampshire State Banking Department

64B Old Suncook Road

Concord, NH 03301

**New Jersey**

Regulator: New Jersey Department of Banking and Insurance

20 West State St.

Trenton, NJ 08625

**New Mexico**

Regulator: New Mexico Financial Institutions Division

2550 Cerrillos Road, 3rd Floor

P. O. Box 25101

Santa Fe, NM 87505

**New York**

Regulator: New York State Banking Department

1 State Street

New York, NY 10004

**North Carolina**

Regulator: North Carolina Commissioner of Banks

316 W. Edenton Street

Raleigh, NC 27603

**North Dakota**

Regulator: North Dakota Department of Financial Institutions

2000 Schafer Street, Suite G

Bismarck, ND 58501

**Ohio**

Regulator: Ohio Division of Financial  
Institutions  
77 South High Street, 21st Floor  
Columbus, OH 43215

**Oklahoma**

Regulator: Oklahoma Banking Department  
2900 North Lincoln Boulevard  
Oklahoma City, OK 73105

**Oregon**

Regulator: Oregon Department of Consumer  
& Business Services  
Division of Financial Regulation  
350 Winter St. NE, Rm. 410  
Salem, OR 97301

**Pennsylvania**

Regulator: Pennsylvania Department of  
Banking  
Market Square Plaza, 17 N. Second Street  
Harrisburg, PA 17101

**Rhode Island**

Regulator: Rhode Island Department of  
Business Regulation  
Banking Division  
1511 Pontiac Avenue, Bldg. 68-2  
Cranston, RI 02920

**South Carolina**

Regulator: South Carolina State Board of  
Financial Institutions  
Consumer Finance Division  
P.O. Box 11905  
Columbia, SC 29211

**South Dakota**

Regulator: South Dakota Division of  
Banking  
217 1/2 West Missouri Avenue  
Pierre, SD 57501

**Tennessee**

Regulator: Tennessee Department of  
Financial Institutions  
511 Union Street, Suite 400  
Nashville, TN 37219

**Texas**

Regulator: Finance Commission of Texas  
Department of Banking  
2601 N. Lamar Blvd.  
Austin, TX 78705

**Utah**

Regulator: Utah Department of Financial  
Institutions  
324 South State Street, Suite 201  
Salt Lake City, UT 84111

**Vermont**

Regulator: Vermont Department of  
Financial Regulation  
Department of Financial Regulation  
89 Main Street  
Montpelier, VT 05620 - 3101

**Virginia**

Regulator: Virginia Bureau of Financial  
Institutions  
State Corporation Commission  
1300 East Main Street, Suite 800  
Post Office Box 640  
Richmond, VA 23218

**Washington**

Regulator: Washington Department of  
Financial Institutions  
Division of Consumer Services  
PO Box 41200  
Olympia, WA 98504

**West Virginia**

Regulator: Division of Financial Institutions  
900 Pennsylvania Avenue, Suite 306  
Charleston, WV 25302

**Wisconsin**

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Regulator: Wisconsin Department of  
Financial Institutions  
Wisconsin Consumer Act Section  
P.O. Box 8041  
Madison, WI 53708

**Wyoming**

Regulator: Wyoming Division of Banking  
Wyoming Division of Banking  
2300 Capitol Avenue Hathaway Building,  
2nd Floor  
Cheyenne, WY 82002

# Exhibit C

**Electronic Service Requested**

**Important Notice About  
Class Action Settlement**

You are receiving this Notice because you may be entitled to benefits from a proposed class action settlement. This Notice explains what the class action is about, what the settlement will be, and how your rights may be affected. More information about the Settlement and the Settlement Agreement are available at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com).

*A federal court authorized this Notice.  
This is not a solicitation from a lawyer.*

<<Barcode>>

Settlement Class Member ID: <<Refnum>>

**Postal Service: Please do not mark or cover barcode**

<<FirstName>> <<LastName>>  
<<BusinessName>>  
<<Address>>  
<<Address2>>  
<<City>>, <<State>> <<Zip>>.<<zip4>>

**Case 5:19-cv-01075-XR Document 100-1 Filed 08/29/24 Page 24 of 44**  
**What is the Settlement about?** A \$1,200,000 Settlement has been reached in a class action lawsuit alleging that Conduent State & Local Solutions, Inc.'s ("Conduent") and Comerica Bank's ("Comerica") improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E ("12 C.F.R. § 1005.11"), called *Almon v. Conduent Business Services, LLC*, Civil Action No. 5:19-cv-01075-XR (W.D. Tex.). Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law.

**Why am I being contacted?** Records show that you may be a member of the Class. The Class includes anyone who submitted claim(s) of allegedly fraudulent transaction(s) and whose claim(s) were denied during the Class Period of February 12, 2018 through September 28, 2022.

**What are the Settlement terms?** Conduent and Comerica have agreed to provide \$1,200,000 ("Settlement Amount") to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys' fees, costs, and expenses.

**How do I get my Settlement payout?** You must submit a Claim by **September 12, 2024** to be eligible for a payment. Class Members who submit

a valid claim will receive a payment by check, or electronic payment, for their pro rata portion of the Settlement Amount. For additional information about the Settlement, how the payments will be calculated, and to file your claim, please visit **[www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com)**.

**Your other options.** If you do not want to be bound by the Settlement, you may exclude yourself by **August 13, 2024**. If you do not exclude yourself, you will release your claims against Conduent and Comerica and be bound in all respects to the terms of the Settlement. Alternatively, you may object to the Settlement by **August 13, 2024**. The Long Form Notice available at the Settlement Website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on **September 5, 2024 at 10:30 am** to consider whether to approve the Settlement and to consider a request by counsel for the Settlement Class for attorneys' fees and costs and service awards of up to \$2,000 for the named Plaintiffs. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

**Questions? Visit**  
**[www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com)**  
**You may also call 1-833-425-9800.**

**Please do not contact Conduent, Comerica, or the Court for information.**

# Exhibit D

**LONG FORM NOTICE**

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

A settlement has been reached in a class action lawsuit pending in the United States District Court for the Western District of Texas titled *Almon, et al. v. Conduent State & Local Solutions, Inc.*, Case No. 5:19-cv-01075-XR (W.D. Tex.) (the “Action”). In the Action, eight people who have or had a Direct Express Card issued by Comerica Bank allege that Defendants Conduent State & Local Solutions, Inc. (incorrectly named as Conduent Business Services, LLC), Comerica Bank, and Comerica, Inc. improperly handled fraud claims made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”). Defendants dispute those contentions, deny that they engaged in any wrongdoing, and contend that they complied in all respects with the contractual and other obligations imposed on them. The Court has not decided which side is right. The Court has tentatively approved the proposed settlement agreement (available at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com)) to which the parties have agreed (the “Settlement”).

Current and former holders of a Direct Express card who submitted a claim of allegedly fraudulent transaction(s) or other error(s) between February 12, 2018 and September 28, 2022 that was denied may be eligible to receive some form of payment.

Read this Notice carefully. This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM</b>	If you believe you are a member of the Settlement Class, you can submit a Claim Form for review. The Claim Form, which is available on the Settlement Website, must include the information specified in Question 8 (below). If the Court approves the Settlement and it becomes final and effective, your Claim will be reviewed and, if approved, you will receive payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Receive no benefits from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against Defendants about claims related to their handling of your fraud claim on your Direct Express card during the Class Period.
<b>OBJECT</b>	Write to the Court if you wish to object to the Settlement.
<b>DO NOTHING</b>	You will not receive a payment. If you are a Settlement Class Member, you will give up your right to participate in further litigation against Defendants about claims related to their handling of your fraud claim on your Direct Express card during the Class Period. You will be bound by the Settlement in all respects.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class who submit approved Claims and who do not exclude themselves from the Settlement.

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## **BASIC INFORMATION**

### **1. Why is there a Notice?**

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Xavier Rodriguez, of the United States District Court for the Western District of Texas, is overseeing this case, *Almon, et al. v. Conduent State & Local Solutions, Inc.*, Case No. 5:19-cv-01075-XR (W.D. Tex.). The persons who sued – Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, Harold McPhail, JB Simms, and Kenneth Tillman – are the Plaintiffs. Conduent State & Local Solutions, Inc. (incorrectly named as Conduent Business Services, LLC) (“Conduent”), Comerica Bank, and Comerica, Inc. (collectively “Comerica”), are the Defendants.

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

The lawsuit claims that Conduent and Comerica improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (“12 C.F.R. § 1005.11”). You can review the operative complaint in this lawsuit on the website, [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com). Conduent and Comerica deny that they engaged in any wrongdoing. Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law. The Court has not decided which side is right.

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

In a class action, one or more Plaintiffs sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims are members of a Class.

### **4. Why is there a Settlement?**

The Court has not decided in favor of either Plaintiffs or Conduent and Comerica (together, the “Parties”). Instead, the Parties have agreed to a Settlement. In doing so, the Parties avoid the costs and uncertainty of litigation and a trial, and Settlement Class Members (except those who exclude themselves) are eligible to receive the benefits described in this Notice. The proposed

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

Settlement does not necessarily mean that any law was broken or that Conduent or Comerica did anything wrong. Defendants deny all claims in this case. The Class Representative and their lawyers believe the proposed Settlement is in the best interests of Settlement Class Members.

## **WHO IS PART OF THE SETTLEMENT?**

If you received Notice of the Settlement from a postcard or email addressed to you, then the Parties believe you may be in the Settlement Class.

You are a member of the Settlement Class if you are a current or former holder of a Direct Express Debit Card account that, between February 12, 2018 and September 28, 2022 (“Class Period”), submitted one or more claims of allegedly fraudulent transactions that were denied by Defendants.

Even if you did not receive a postcard or email with Notice of the Settlement, you may still be a member of the Settlement Class described above. If you did not receive a postcard or email addressed to you but you believe you are in the Settlement Class defined above, you may contact the Settlement Administrator.

#### **6. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com) or call the toll-free number, 1-833-425-9800. You may also send questions to the Settlement Administrator at Almon, et al. v. Conduent State & Local Solutions, Inc., c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391. Please do not contact the Defendants. They cannot assist you in determining whether you are in the Settlement Class.

### **THE SETTLEMENT BENEFITS**

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

If the Court approves the Settlement and it becomes final, Conduent and Comerica will provide one million two hundred thousand dollars (\$1,200,000.00) (“Settlement Amount”) to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys’ fees, costs, and expenses.

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

You must submit a Claim to obtain payment. Class Members who submit a valid Claim will receive a payment either by check to the address provided on the Claim Form, or electronic payment, for their pro rata portion of the Settlement Amount. For owners of jointly-held accounts, only one Claim will be approved with respect to each account, and the Claim will bind all joint account holders. Once the Court approves the Settlement, your Claim will be reviewed and, if approved, you will receive a payment. The Claim Form is available at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com). Claim Forms must be postmarked or uploaded to the Settlement website no later than **September 12, 2024**.

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

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

Submission of a Claim Form does not guarantee a payment under the Settlement, any Claim is subject to confirmation by the Settlement Administrator, and the amount distributed to each

Settlement Class Member who does not opt out is governed by the Settlement Agreement, which is available on the Settlement Website.

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

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

If the Court approves the Settlement and it becomes final, and you do not exclude yourself from the Settlement (*see* Questions 12 to 14), then a payment will be made to each Settlement Class Member who submitted an approved Claim via the selected method (check mailed to the address provided on the Claim Form, or form of electronic payment).

Payments will be sent only after the Court grants final approval of the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

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

If the Settlement receives Final Approval from the Court, every Settlement Class Member who has not been excluded from the Settlement Class, each on behalf of himself, herself, or itself, and on behalf of his, her, or its respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under them (collectively, “Releasing Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, (i) that were or could have been alleged or asserted in the Action or (ii) that result from, arise out of, or relate in any way to the contention that Defendants did not fairly respond to, address, or resolve a claim that any Direct Express transaction was unauthorized, fraudulent, or inappropriate in any way. Further, each of the Releasing Parties agrees to be bound by this Agreement, including by the releases contained herein, without regard to subsequent discovery of different or additional facts or subsequent changes in the law. Each Settlement Class Member who is not excluded from the Settlement Class will also be bound by all of the decisions by the Court.

Section X of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com).

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want benefits from the Settlement, and you want to keep the right to sue Conduent and Comerica on your own about the claims in this case or any other Released Claims, then you must take steps to opt out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting out” of the Settlement.

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

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

- Your full name, address, and last four digits of your Direct Express Debit Card number;
- A statement that you want to be excluded from the Settlement in this Action (*Almon, et al. v. Conduent State & Local Solutions, Inc.*, Case No. 5:19-cv-01075-XR (W.D. Tex.)), and that you understand you will receive no money from the Settlement;
- The identity of the counsel representing you in this Action, if any; and
- Your signature and the date on which the request to be excluded was signed.

You must mail your exclusion request, postmarked no later than **August 13, 2024**, to Almon, et al. v. Conduent State & Local Solutions, Inc., c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

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

**13. If I do not exclude myself, can I sue Defendants for the same thing later?**

No. If you do not exclude yourself, you will give up the right to sue Defendants for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

**14. If I exclude myself, can I still get a payment?**

No. You will not receive a payment if you exclude yourself from the Settlement.

**THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS**

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

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

E. Adam Webb	Allen Vaught
G. Franklin Lemond, Jr.	Vaught Firm, LLC
WEBB, KLASE & LEMOND, LLC	1910 Pacific Avenue, Suite 9150
1900 The Exchange, SE, Suite 480	Dallas, Texas 75201
Atlanta, GA 30339	

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Class Counsel intend to request attorneys’ fees of up to Eight Hundred Seventy-Two Thousand Four Hundred Twenty-Five Dollars and Fifty Cents (\$872,425.50), and the reimbursement of reasonable costs and expenses of up to the agreed upon amount of Twenty-Nine Thousand One Hundred Fifty-Seven Dollars and Seventh-Eight Cents (\$29,157.78). Any award of attorneys’ fees, costs, and expenses to Class Counsel shall be paid by Defendants separate, apart, and in addition to the Settlement Fund and the Costs of Notice and Administration. Class Counsel will file their motion seeking attorneys’ fees, costs, and expenses by July 15, 2024. That motion will

be available at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com). The Court will review Class Counsel’s request and determine the amount of fees, costs, and expenses to award.

Class Counsel will also request Service Awards of up to \$2,000 for Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kreegar, Harold McPhail, and Kenneth Tillman, to be paid out of the Settlement Fund Account, for their service bringing this action for the benefit of the entire Settlement Class.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**17. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s request for attorneys’ fees, costs, and expenses, and/or Class Counsel’s requests for Service Awards for the Plaintiffs. To object, you must submit a letter to each of the following addresses:

<u>The Court</u>	<u>Counsel for Defendants</u>	<u>Class Counsel</u>
Clerk of the Court U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS 262 West Nueva Street Room 1-400 San Antonio, TX 78207	Jonathan R. Chally, Esq. COUNSEL, GUNNEMANN & CHALLY, LLC 75 Fourteenth Street, Suite 2475 Atlanta, GA 30309	E. Adam Webb G. Franklin Lemond, Jr. WEBB, KLAKE & LEMOND, LLC 1900 The Exchange, SE Suite 480 Atlanta, GA 30339

Your objection must be mailed with first-class postage prepaid and be postmarked on or before **August 13, 2024** and must include:

- The name of this Action (*Almon, et al. v. State & Local Solutions, Inc.*, Case No. 5:19-cv-01075-XR (W.D. Tex.));
- Your full name, address, e-mail address, and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- A statement of whether your objection applies only to you, to a specific part of the class, or to the entire class;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection and a copy of any orders related to or ruling on your prior objections in each case;
- The identity of all counsel who represent you in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the

- objection to the Settlement or fee application;
- If applicable, the number of times your counsel or your counsel's law firm have objected to a class action settlement in the past five (5) years, including the caption of each case in which such an objection was made and a copy of any orders related to or ruling on such prior objections in each case;
- The identity of all counsel representing you who will appear at the Final Approval Hearing, if any;
- A list of any persons you or your counsel will call to testify at the Final Approval Hearing, if any;
- A statement confirming whether you intend to personally appear or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient). Any objection submitted on behalf of a business entity must identify the title of the authorized individual signing the objection.

#### **18. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement *only if you do not exclude yourself*. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, then you cannot object to the Settlement because it no longer affects you.

### **THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees, costs, and expenses and for Service Awards for the Plaintiffs. You may attend and you may ask to speak, but you don't have to do so.

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

The Court has scheduled a Final Approval Hearing on **September 5, 2024 at 10:30 am** at the United States District Court for the Western District of Texas, located at 262 West Nueva Street, Courtroom H, San Antonio, Texas 78207. The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees, costs, and expenses and for Service Awards for the Plaintiffs. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees, costs, and expenses, and the request for Service Awards. We do not know how long these decisions will take.

#### **20. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time, to the proper addresses, and it complies with the requirements set forth in Question 17 above and in Section VI of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 17 above and file a notice with the Court at the address listed in Question 17 at least fourteen days before the Final Approval Hearing indicating that you intend to appear and wish to be heard. You must submit your objection no later than **August 13, 2024**. You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

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

If you do nothing at all, you will not receive a payment, and you will give up your right to participate in further litigation against Conduent and Comerica about claims related to their handling of fraud claims on your Direct Express card during the Class Period.

**GETTING MORE INFORMATION**

**23. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com). You also may write with questions to the Settlement Administrator at Almon, et al. v. Conduent State & Local Solutions, Inc., c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391, or call the toll-free number, 1-833-425-9800. **Please do not contact Conduent, Comerica, or the Court for information.**

# Exhibit E



830400000000

**The DEADLINE to submit or mail this Claim Form is: September 12, 2024**

*Almon, et al. v. Conduent State & Local Solutions, Inc.*

For Office Use Only

**Settlement Claim Form**

**By submitting this Claim, I request a Settlement Fund Payment and certify as follows:**

\_\_\_\_\_  
First Name M.I. Last Name

\_\_\_\_\_  
Current Mailing Address 1

\_\_\_\_\_  
Address 2

\_\_\_\_\_, \_\_\_\_\_ - \_\_\_\_\_  
City State Zip Code Zip4 (optional)

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Preferred Phone Number

\_\_\_\_\_  
Preferred Email Address (If Any) @ \_\_\_\_\_

1. If known, the last four digits of your Direct Express card number: \_\_\_\_\_
2. If known, the date or month when your fraud claim was denied: \_\_\_\_\_

By signing this form, I attest that, to the best of my knowledge, the following information is true and correct: I submitted a claim of allegedly fraudulent transaction(s) or other error(s) on my Direct Express card that was denied between February 12, 2018 and September 28, 2022 **AND** experienced one of more of the following: (i) I was not sent the results of the investigation within 13 business days; (ii) I was not given a provisional credit in the amount of the alleged error; (iii) I was not provided with a requested copy of the documents that were relied upon to deny my claim.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Submit this Claim Form by September 12, 2024  
via [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com) or by mail to:  
Almon, et al. v. Conduent State & Local Solutions, Inc.  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391**

*Submission of this Claim Form does not guarantee any payment. All Claims are subject to confirmation and audit by the Settlement Administrator. The amount of settlement payments will be governed by the terms of the Settlement Agreement.*



83040



CF



Page 1 of 1

# Exhibit F

**Robinson, Michelle**

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**From:** Kroll Settlement Administration LLC <conduentsettlement@e.emailksa.com>  
**Sent:** Tuesday, June 11, 2024 2:34 PM  
**To:** Robinson, Michelle  
**Subject:** [EXTERNAL] [iPost TEST 2] Direct Express Settlement

**Legal Notice of Class Action Settlement**

**Settlement Class Member ID: 83040MICHELLER**

**If You Submitted a Claim Alleging Fraudulent Transactions on Your Direct Express Card That Was Denied, You May Be Eligible for a Payment from a Class Action Settlement.**

**PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

A \$1,200,000 Settlement has been reached in a class action lawsuit alleging that Conduent State & Local Solutions, Inc. ("Conduent") and Comerica Bank ("Comerica") improperly handled claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E ("12 C.F.R. § 1005.11"), called *Almon v. Conduent Business Services, LLC*, Civil Action No. 5:19-cv-01075-XR (W.D. Tex.). Conduent and Comerica maintain that they properly addressed the alleged fraud claims and complied in all respects with the law.

**Who's Included?** Records show that you may be a member of the Class. The Class includes anyone who submitted claim(s) of allegedly fraudulent transaction(s) and whose claim(s) were denied during the Class Period of February 12, 2018 through September 28, 2022.

**What are the Settlement terms?** Conduent and Comerica have agreed to provide \$1,200,000 ("Settlement Amount") to the Class Members, which includes money for (a) payments to Class Members who file a claim, and (b) service awards to the Plaintiffs. Conduent and Comerica have also agreed to separately pay for settlement administration costs and attorneys' fees, costs, and expenses.

**How do I get my Settlement payout?** You must submit a Claim by September 12, 2024 to be eligible for a payment. Class Members who submit a valid claim will receive a payment by check, or electronic payment, for their pro rata portion of the Settlement Amount. For additional information about the Settlement, how the payments will be calculated, and to file your claim, please visit [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com).

**Your other options.** If you do not want to be bound by the Settlement, you may exclude yourself by **August 13, 2024**. If you do not exclude yourself, you will release your claims against Conduent and Comerica and be bound in all respects to the terms of the Settlement. Alternatively, you may object to the Settlement by **August 13, 2024**. The Long Form Notice available at the Settlement Website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on **September 5, 2024** to consider whether to approve the Settlement and to consider a request by counsel for the Settlement Class for attorneys' fees and costs and service awards of up to \$2,000 for the named Plaintiffs. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

**Questions? If you have questions, please visit the Settlement Website at [www.DirectExpressClassAction.com](http://www.DirectExpressClassAction.com). You may also call 1-833-425-9800.**

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Please click [here](#) to unsubscribe.

# Exhibit G

### Social Media Ad

 **Legal Notices**  
July 2 · 🌐

Did you file a claim about an unauthorized transfer on your Direct Express(r) debit card between February 12, 2018 and September 28, 2022, which was denied, and you were not sent the investigation results, or you were not given a temporary credit for the issue? You could be eligible for money or other benefits from a settlement.



**DIRECT EXPRESS  
EFTA SETTLEMENT**

[DIRECTEXPRESSCLASSACTION.COM](https://DIRECTEXPRESSCLASSACTION.COM)  
**Direct Express(r) EFTA Settlement**  
Court Authorized Notice

[Learn more](#)

# Exhibit H

## Exclusion List

Count	Record Identification Number
1	83040CPKMQX0P
2	83040CJCPMM75
3	83040CH07NMGS
4	83040CTHDVZ6Q
5	83040CMRFJ1KM
6	83040CVXZ29FQ

# Exhibit I

## Objection List

Count	Record Identification Number
1	83040CG48NDZ1

# **Exhibit 2**



830400000000

The DEADLINE to submit or mail this Claim Form is: September 12, 2024

Almon, et al. v. Conduent State & Local Solutions, Inc.

For Office Use Only

Settlement Claim Form

By submitting this Claim, I request a Settlement Fund Payment and certify as follows:

First Name M.I. Last Name

Current Mailing Address 1

Address 2

City State Zip Code Zip4 (optional)

( ) - Preferred Phone Number

Preferred Email Address (If Any) @

1. If known, the last four digits of your Direct Express card number:

2. If known, the date or month when your fraud claim was denied:

By signing this form, I attest that, to the best of my knowledge, the following information is true and correct: I submitted a claim of allegedly fraudulent transaction(s) or other error(s) on my Direct Express card that was denied between February 12, 2018 and September 28, 2022 AND experienced one of more of the following: (i) I was not sent the results of the investigation within 13 business days; (ii) I was not given a provisional credit in the amount of the alleged error; (iii) I was not provided with a requested copy of the documents that were relied upon to deny my claim.

Signature: Date: / /

Submit this Claim Form by September 12, 2024 via www.DirectExpressClassAction.com or by mail to: Almon, et al. v. Conduent State & Local Solutions, Inc. c/o Kroll Settlement Administration LLC PO Box 225391 New York, NY 10150-5391

Submission of this Claim Form does not guarantee any payment. All Claims are subject to confirmation and audit by the Settlement Administrator. The amount of settlement payments will be governed by the terms of the Settlement Agreement.



83040



CF



Page 1 of 1

# **Exhibit 3**

**Margaret-Ilene: Pullen**  
Genetic Physicist



Keep in this  
Order  
Chronologic  
proof of  
Discrepancies.

8/1/2024

E. Adam Webb  
G Franklin Lemond Jr.  
Webb, Klase & Lemond, LLC  
1900 The Exchange, SE  
Suite 480, Atlanta, GA 30339  
Plaintiff Class Counsel

Dear Gentlemen,

I just received post card notice of: Almon, et al. v. Conduent State & Local Solutions, Inc. I am given Settlement ID 83040CG48NDZ1. I accept.

I am not schooled in 'legalese', diabolics took Latin formerly taught out of **our** schools by 1952.

- Since 9/28/2001 I am without phones, rare public computers access.
- I require being added to this Class Action. Sent Short form and Exhibits to NY.
- In effort to save my very life, hiding in woods, between subsequent 9 Professional Carjackings, since 9/28/2001, reduced to sleeping on cardboard. Refer to 1 Oct 2001 news clipping enclosed. Chattelized for breathing in peace.
- While Diabolics make money off my Dad's and my patents! Enslave me. Use me a Chattel in their ware houses, making millions off of their fraud felonies, slandering me. Doing so with my own stolen real estate and work!
- Direct Express Personnel and Social Security Administration Personnel in collusion, by discrepancies exposed on SSA paper work and DE bank statements, commit Larceny of what Congress allots me for all SSI, paid in SSA, & SSDI for my 4 times rear-ended back.
- I have been forced unable to file hundreds of Complaints! Enclosed is one sent today. That covers part of the time span of this case with Exhibits. I do not have Bank Statements, nor SSA non-response claims from the other spans, as all were stolen by their proxies previously repeatedly.
- I have no means to make a personal appearance.
- I have no personal Counsel, except Truth.
- My Concerns, 'objection' are: Settlement Value needs to be more than triple the Value and expanded from 2004-through today. Nunc pro tunc (1913 & 1933

- My Concerns, 'objection' are: Settlement Value needs to be more than triple the Value and expanded from 2004-through today. Nunc pro tunc (1913 & 1933 SINCE their FDR stole our Gold, **we** People have NO MONEY ALL IS their 'INSURANCE', Diabolics insure their treason!) 2004-2014. **Please is that possible? Title 13 Section 3128 exposes them as murderers for hire. These Tax salaried Personnel, are mafia hit men (& women). Proof:** All Our biological energy pays FRNs taxes, "Every IRS check ever written has gone to a P O B in London England", said and witnessed by a lifelong UP railroad worker. Which then pays foreign shareholders and insurance company personnel.

**Diabolics.**

- Which is why: 1974,1989,1991,1992 twice,1996, 2001,2004, 2008, 2011 twice, 2013, 2015, 2016 twice, 2019 twice, 2023, still today I am physically attacked by tax salaried personnel. My auto insurance always denied by cops. E.g. for sitting waiting at Red light, totaled by State Truck, paralyzed 2 days, ticketed for 'careless driving' insurance denied!
- Lawful support attached, proof, I require Confederation & Constitution 1781,1787 protections. I am Grandfathered in, my cellular, genetic composition, soil, land, body temple, to all Constitution protections. Land, Sea, Sky Jurisdictions.
- Purported we are their enemies, by proven mental dissident Woodrow Wilson's words. Printed in Mark Levin's Democrats Hate America.
- I bet most others, if not all Plaintiffs are also. Since we are their = FDR's 'enemies'. We live by Virtue, self-governing sovereigns within Our unincorporated American Federal Republic.
- Statutes Title 18: Sections 241 & 241 apply to this Conspiracy of Our rights. I personally am due unlimited monetary restitution. It is obvious others due too.

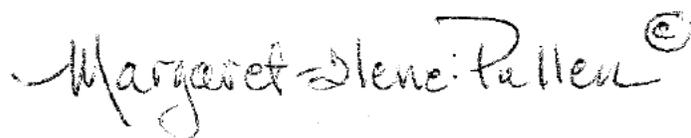
I sent one-page notices to Court Clerk and to Defense Counsel. I have no funds to send them my entire package, enclosed herein. Please do so on my behalf if required.

I live in a private shelter, via last jailing for breathing in peace. Prior to that I slept in desert NV. I have no direct line. You can reach the shelter staff at [REDACTED] I prefer you post me instead, as I do need privacy.

Reply within less than 2 weeks per 8/13/2024 deadline required.

Godspeed,

Margaret-Ilene: Pullen A People



The DEADLINE to submit or mail this Claim Form is: September 12, 2024

Almon, et al. v. Conduent State & Local Solutions, Inc.

For Office Use Only

Settlement Claim Form

By submitting this Claim, I request a Settlement Fund Payment and certify as follows:

Margaret  
First Name

I Pullen  
M.I. Last Name

[Redacted]  
Current Mailing Address 1

Address 2

[Redacted] City, [Redacted] State, [Redacted] Zip Code, [Redacted] Zip4 (optional)

[Redacted] Preferred Phone Number not a direct line I have no personal phone @

Preferred Email Address (If Any)

- 1. If known, the last four digits of your Direct Express card number: [Redacted]
- 2. If known, the date or month when your fraud claim was denied: I have done several since 2004 through today 2024!

By signing this form, I attest that, to the best of my knowledge, the following information is true and correct: I submitted a claim of allegedly fraudulent transaction(s) or other error(s) on my Direct Express card that was denied between February 12, 2018 and September 28, 2022 AND experienced one of more of the following: (i) I was not sent the results of the investigation within 13 business days; (ii) I was not given a provisional credit in the amount of the alleged error; (iii) I was not provided with a requested copy of the documents that were relied upon to deny my claim.

Signature: Margaret-Jene Pullen Date: 07/29/2024  
Not MentiZable

Submit this Claim Form by September 12, 2024 via www.DirectExpressClassAction.com or by mail to: Almon, et al. v. Conduent State & Local Solutions, Inc. c/o Kroll Settlement Administration LLC PO Box 225391 New York, NY 10150-5391

Received Note Postcard Today!

Submission of this Claim Form does not guarantee any payment. All Claims are subject to confirmation and audit by the Settlement Administrator. The amount of settlement payments will be governed by the terms of the Settlement Agreement.

Also Financing Statement Attached Scared Party

**Margaret-Ilene: Pullen**



**7/31/2024**

**Cc: Alnon, et. Al. V Conduent & Local Solutions, Inc. ID 83040CG48NDZ1  
Joshua Lewis, CEO  
Direct Express  
P.O. Box 245998**

**San Antonio, TX 78224**

## **Complaint**

### **NOTICE**

**Your online form does not address deposits, nor is it private.**

1985, I was a Mathematician at LLNL. Prior to UNIX, I leaned Computers 1984, had to get 3 Crays to talk together, then learn Fortran; then, complete 3 Physics grad. classes, in only 8 weeks of a 12-wk. quarter, with no instructions. I made my As. Concluded if I, as a complete novice could do that, Computers can never be secure. Computers are 100% hackable. Zillion times worse, is internet. I only work on hard copy. Al is Malum in Sa due to Planck's constant existence. Stupidity multiplied tillions times.

### **Documents**

**Please** read attached first page (s) received from SSA Phoenix in person, 7/8/2024. Numerous discrepancies exist between what SSA claims I received and what I did per Direct Express Statements. Additional discrepancies exist between these two and what Congress allots. A 3-party collusion is observable: 2020, 2021, 2023, 2024. Attached also is what congress allots.

SSA itself exposes the vile collusion with Anti-American improper non-Article III Courts, per Constitution 1871, my lineage proves I am due: from purported Sheriff, Judges, Prosecutors, Public Defenders, jail personnel, Clerks, County and State, tax salaried Personnel, insurance companies' personnel, Anti-American domestic and foreign investors. A fiscal, physical, Conspiracy diabolic Hell, which Title 13 Section 3128 exposes. For which Title 18 sections 242 & 242 apply, via our unincorporated American Federal Republic. {All my hard work used to kill me.}

**I repeat per 7/22/2024 request. Please post all SSI and SSA Payments only received 11/2016 through 09/2023.** My confidential SS# [REDACTED] use for this purpose only. **[Please do not send full month's accounting for each month. That is lots more paper than I can carry. I am in a temporary shelter, have a very damaged back, wear a brace, nearly age 74.] Immediate!**

**Clarification and Resolution required within 2 weeks of today 7/31/2014.**

**Godspeed,**

**Margaret-Ilene: Pullen, A People**

# Social Security Administration Supplemental Security Income Important Information

*They*  
*27 May 2024*  
*10:30*

SOCIAL SECURITY  
SUITE 100  
250 N 7TH AVE  
PHOENIX AZ 85007  
Date: ~~March 4, 2024~~  
BNC#: [REDACTED]

0009838 00010158 1 FP 0.680 SN6LNA T33 P2  
SSI MA2 02/26 913 24S1885J94013  
MARGARET ILENE PULLEN  
[REDACTED]

*Also received to SSA!  
At Age 73! Which is [REDACTED]*

*No SSA at 73*

*SSA admits I am eligible for SSI  
SSI stopped October 2022*

*Another intentional  
mislead!*

Your current monthly Supplemental Security Income (SSI) payment is \$0.00 for April 2024.

We are changing the amounts you were due for March 2023 through April 2023 and June 2023. Your amounts changed because your situation changed.

### Your Past Payments

The following chart shows your previous amounts and the corrected amounts for the months that changed.

*Congress # 914.*

From	Through	Previous Monthly Amount	Corrected Monthly Amount
March 2023	April 2023	\$366.00	\$0.00
June 2023	June 2023	wrong \$366.00	\$0.00

### Information About Your Back Payments

We will send you another letter about any overpayment.

### Information Used In Making The Decision

- You were found disabled on April 1, 2004.
- The amount of SSI we pay depends on your living arrangements. Your living arrangements are where you live, with whom you live, and how your food and shelter expenses are paid. Based on the information we have, your Federal living arrangement is:

*366.00*  
*274.60*  

---

*640.60*  
*another e.g. SSA Theft*

*Congress 211*  
*# 914 2742.00*  
*3 - 1066.60*  

---

*1735.40*  
See Next Page

*366*  
*274.60*  

---

*640.60*  
*732*  
*\$1,006.60*

Due Me

0000000000 0000000000 0000000000

### A Detailed Explanation Of The Overpayment

#### Overpayment Summary

Congress

We overpaid you \$4,439.03. The following table shows how your payment changed each month. The first column lists the month(s) we paid you incorrectly. The next column shows the amount we paid you for each month. The last column, Correct Amount for Each Month shows the amount we should have paid you for each month.

Natl Poverty Level  
1063.33/mo  
-783.60  
280.33  
below Poverty Level!

Month	Incorrect Amount Paid	Correct Amount Due
[REDACTED]	[REDACTED]	[REDACTED]

Congress

#### Why You Were Overpaid

SSA owe back pay from Oct 22 - March 2022

For the month(s) listed below, we paid you too much SSI. Still Owe Me

The overpayment happened from 12/2019 through 05/2020 because you were committed into Lakes Crossing facility by the Justice Court of Virginia.

Not By Art III Constitution Law

The overpayment for 05/2023 happened because you received an additional Social Security payment.

No Injured Party - fraud diabolic Anti American Triple Heist  
4. Wasted my time, destroyed my health, destroyed 3 incomes.  
I am the Victim 4 Times Over

1. Betth Cent. 20 Sept 2050 theft of my credit
2. Profiteering used as Chetle!
3. Now steel my ssi & fair I got
4. Lost my Success income  
Slandered my character,
5. Carjacked



more than I did get

Forced me to hitchhike in object Poverty!

For my breathing in peace, harming no one!  
White County Personnel made Millions off me!

My biology - every gene is grand-fathered into Constitution Protection  
100% Diabolic 5 times over

In truth its all these Actors that owe me -



Congress

NOSSA!

Discr°

none

none

reduced

reduced

reduced

reduced  
double

closer to p

"

none

closer to price

"

"

"

Missing





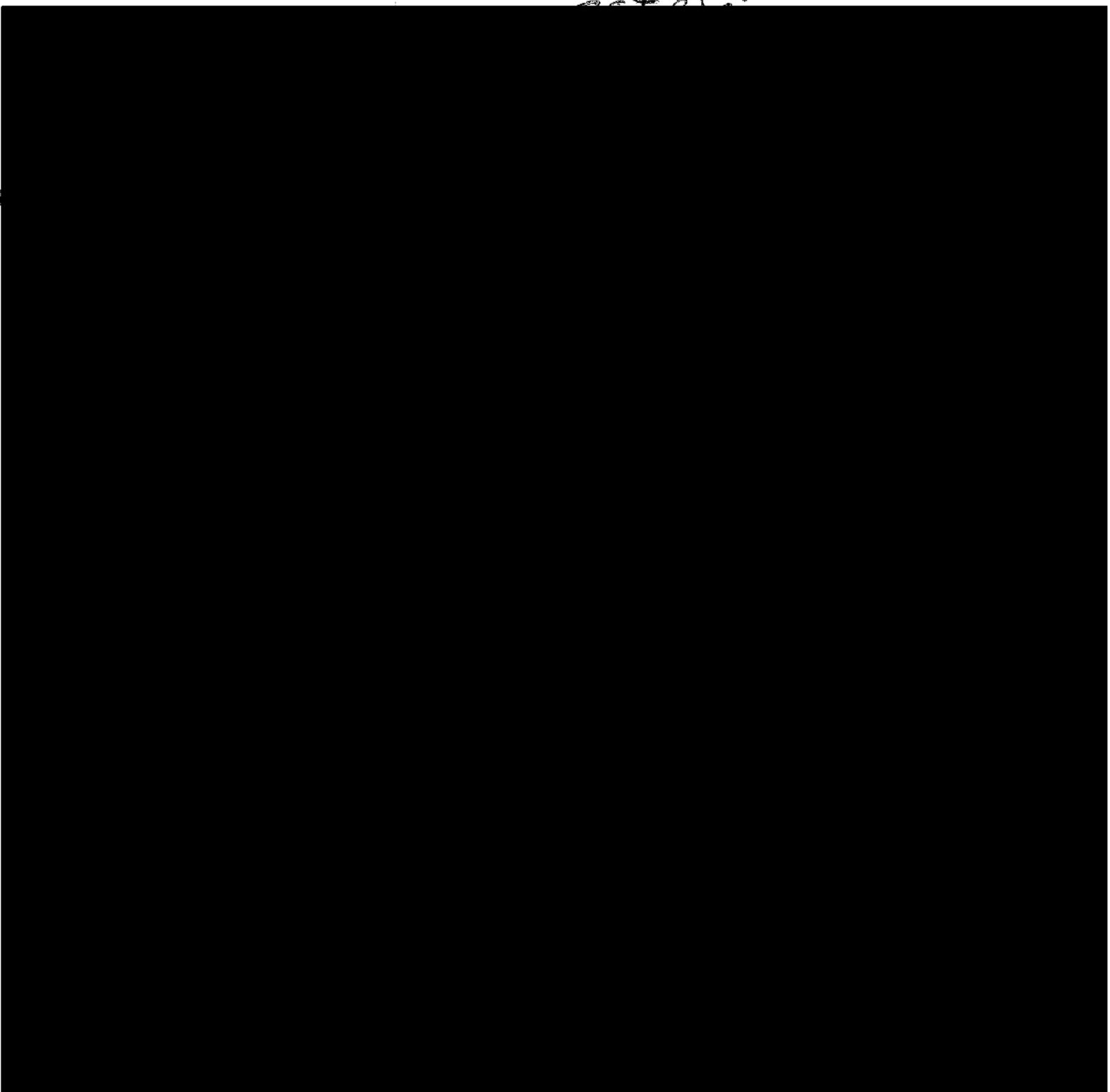
Congress # 119

**Overpayment Detail**

BNC #: [REDACTED]

**Name: MARGARET ILENE PULLEN**

The following table shows how your payment changed each month. The first column lists the month(s) that were paid incorrectly. The next three columns show the total amounts we should have paid you for each month. The last three columns show the total amounts paid, underpaid and overpaid.



Overpayment Detail

BNC # [REDACTED]

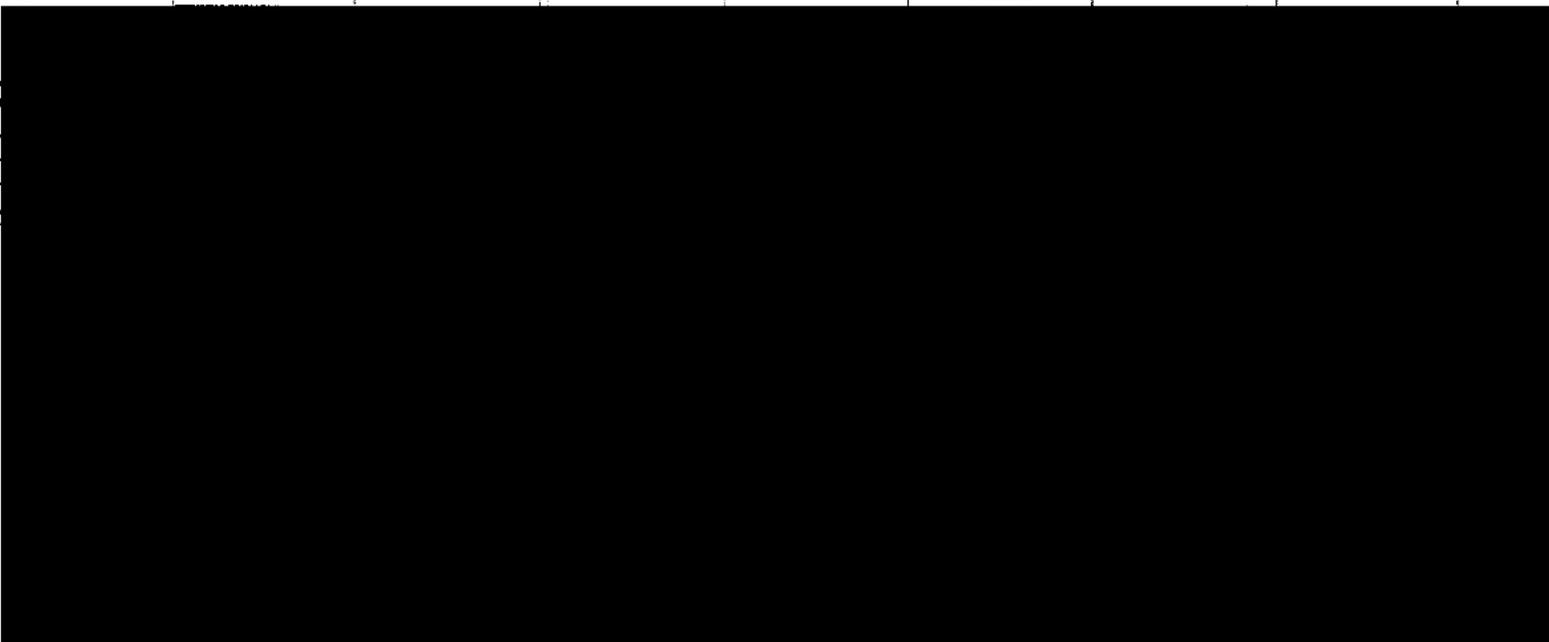
Name: MARGARET I PULLEN [REDACTED]

The following table shows how your payment changed each month. The first column lists the month(s) that were paid incorrectly. The next three columns show the total amounts we should have paid you for each month. The last three columns show the total amounts paid, underpaid and overpaid.

*False SSI Claim*

Month/Year	Federal Amount Due	State Amount Due	Total Amount Due	Total Amount Paid	Underpaid	Overpaid
------------	--------------------	------------------	------------------	-------------------	-----------	----------

D. E



*False Incarceration. No Injured Party = NO Crime*

*Attached Title 18 Sections 241, 242 (1940)  
 (13 Sept 1952) Title 31 Section 3128. Anti American  
 per our unincorporated Federal Republic.*

*Attached Lineage Proof I, my body, every cell is  
 Grandfathered (and) into Protector of 1787  
 Constitution and prior Articles of  
 Confederation 1781 (authorized by my 8th  
 Great Brother Joseph Reed.)*



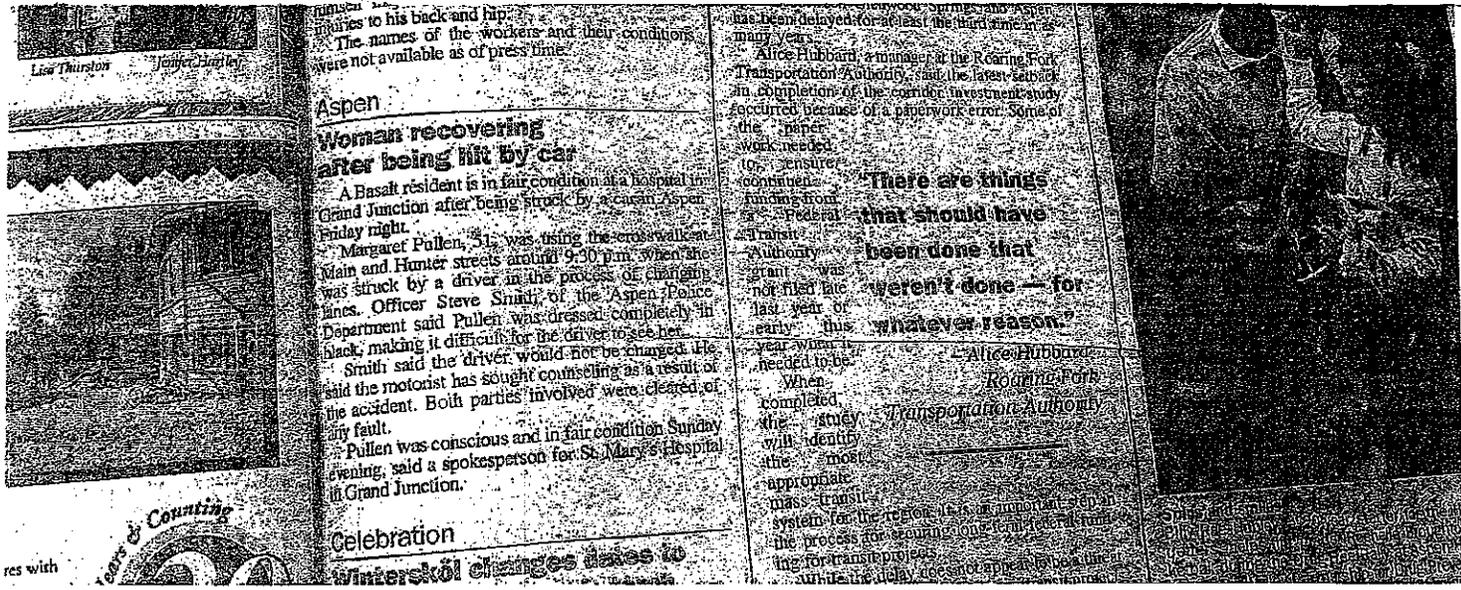
### Corrections Aspen Times, Monday 1 October 2001

It was 7:30 PM. Beautiful clear weather.

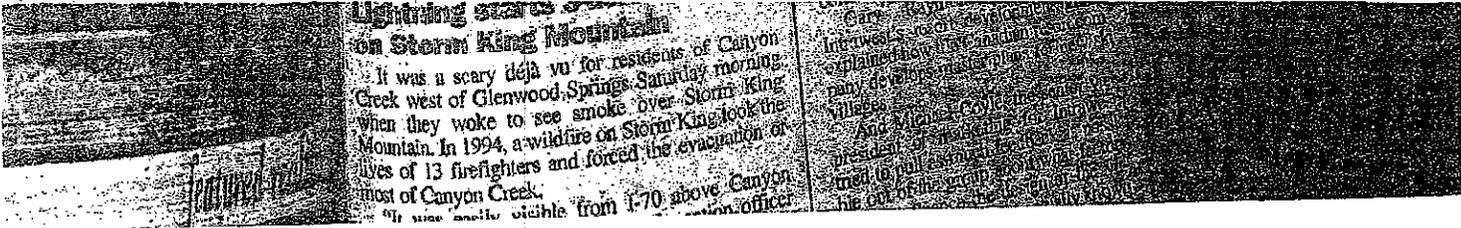
I had on a white shirt and shoes and a have blond hair.

Having just stepped over the double yellow lines, highway 82, at Hunter and Main, I heard a very high-pitched squeal. Took off running, yelling, "What are you doing?" He got my back-fanny-pack, filipping me 15 feet up to land flat on my back.

A rich former Federal lawyer, with prior DUI, attacking in wife's car, got off Scott free!



With the helicopter blades just shutting down, a too sweet voice asks, "Have you signed your license to donate your organs?" I said, "NO". I was put in the hospital on a rolling bed, left alone for hours. The sweet voice asked again. "Will you sign your license to donate your organs?" again I said "NO". I was cold, in need of warm blankets. Several hours later, she put my license in my left hand, a pen in right hand and demanded, "Sign your license to donate your organs!" Out of my mouth, the Almighty belted out at the top of my lungs, "No, this is not God's idea."





Washington State Department of Licensing  
Uniform Commercial Code  
Debtor Information Search Report

Search number:



Name as provided:

Individual Name: Pullen, Margaret, I (Secured Party)

Name searched:

Individual Name: PULLENMARGARETI

Lien type searched: All

Lien status searched: All

Search limited by:

Search logic used: Standard

Report: 7/23/2024 12:37:11 PM

Through date: 7/22/2024

Copies:

**Certification:**

The filing office certifies that the attached list (and copies, if any) is a true and exact representation of all financing statements and non-UCC liens for the name searched, as filed with the Department of Licensing, Uniform Commercial Code Program, as of the through date shown above. But a limited search may not reveal all records of the name searched and the searcher bears the risk of relying on such a search.

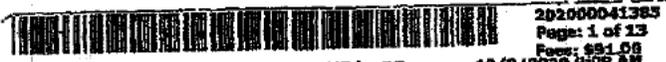


Marcus J Glasper, Director

*Handwritten:* 7/21/2024

*Handwritten:* financing statement filed more than a decade ago. Effort to abate this fraud!

CERTIFIED



Debbie Pierson, Flathead County NT by DP

202000041383  
Page: 1 of 13  
Fee: \$91.00  
12/9/2020 9:08 AM

Return to: Pullen, Margaret Ilene, Owner



FLATHEAD COUNTY RECORDING DISTRICT

MARGARET ILENE PULLEN, FOREIGN GRANTOR

Margaret Ilene Pullen, American State Grantee

Land Record Only - Notice

DECLARATION OF POLITICAL CHARACTER,  
STATUS AND ALLEGIANCE

Ten (10) pages, including cover sheet

This cover sheet has been added to these recorded documents to provide space for the recording data. This cover sheet appears as the first page of the document in the official public record.

Do not detach



✓  
\*\*



202008041385  
Page: 3 of 13  
Fees: \$91.80  
12/9/2020 9:58 AM

United States of America.

- 10. I am one of the "people of the United States" and NOT one of the "inhabitants of the United States" as those terms are used in Article III of the Definitive Treaty of Peace 1783.
- 11. I am a Beneficiary of the 1787 Constitution of the United States for the United States of America, with its Preamble, minus its Amendments, as a pre-Constitutional sovereign, <sup>4</sup>
- 12. Any officer, agent or employee of the United States of America, who has taken an Oath of Office pursuant to Article VI of the 1789 Constitution, listed in Paragraph Number 9, is a fiduciary of :Margaret Ilene: of the Pullen family, to protect :Margaret Ilene: of the Pullen family absolute, fundamental and substantial rights, her property rights and her right to property and to provide "essential governmental duties" to :Margaret Ilene: of the Pullen family, politically as one of the "people of the United States".

I Declare.

By: *Margaret Ilene: of the Pullen family*  
 :Margaret Ilene: of the Pullen family,  
 Nebraskan, Beneficiary, as one of the  
 "people of the United States"



STATE OF ARIZONA  
COUNTY OF MARICOPA

BEFORE ME, appeared :Margaret Ilene: of the Pullen family, A Nebraskan, a living, breathing womb-man, who is known to me, and who affirmed the foregoing facts are true and correct, as a matter of fact, under the penalty of perjury, on the 26<sup>th</sup> day of August, 2020.

*[Signature]*  
Notary Public Signature

Juan J Gonzalez Jr  
Notary Public - Printed Name



My commission expires on: 08/17/23

<sup>4</sup> See CHISHOLM v. GEORGIA, 2 U.S. 419 (1793).



The Aspen Times • Saturday-Sunday, July 27-28, 1996

# Pullen

■ *continued from page 2A*  
manufacturer for \$70 to \$90 million. The pharmaceutical firm would then develop the drug and obtain the Food and Drug Administration approvals, according to Pullen.

Pullen believes her idea has multiple applications in medical science. However her original impetus — the regeneration of limbs — may be the last to be achieved because it is the most complex of the applications.

Tackling HIV first probably makes the most sense — the genes involved in the virus have already been identified, but Pullen has no backers for that particular area of research.

"If a major investor comes in and says 'I want you to do HIV,' that's the one we'll do first," she said. According to her theory, a molecule could be introduced to shut down the HIV gene, either to prevent AIDS or cure it.

Currently, a template for regeneration of heart cells is closest on

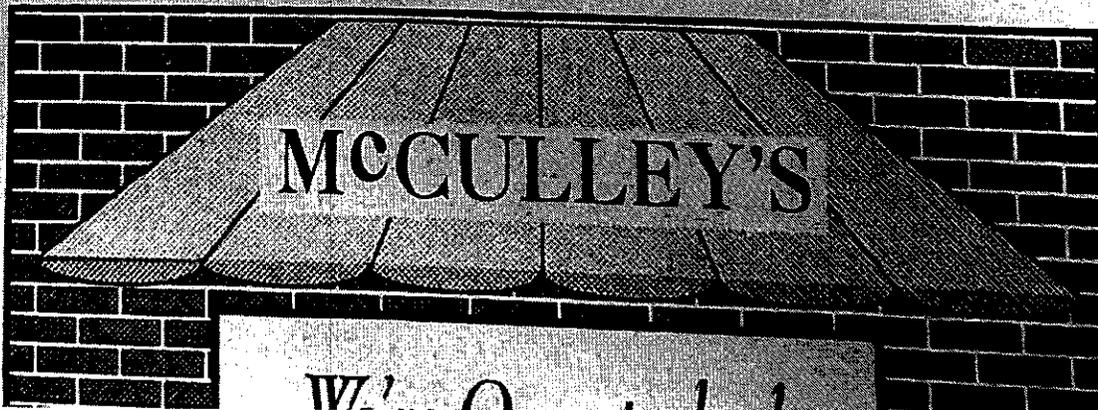
the horizon, she said. She is collaborating with the University of California at San Francisco Medical School on that application. The gene that controls heart cell growth has already been identified.

EAR hopes to provide the template for a molecule that triggers that gene to regenerate cells. A pharmaceutical manufacturer would synthesize that molecule, using the computer-generated blueprint provided by EAR, and add it to other drugs to direct it to the correct cell site, Pullen explained.

"We give them the recipe, basically," she said.

Application of Pullen's ideas may result in medical advancements on several fronts, but she hasn't forgotten the one that keyed this personal odyssey — the young amputees she worked with more than 20 years ago.

"I wanted them to be able to do things — I hate to see a child who can't enjoy their physical being," she said.



Light a  
overlo  
and les

Stu  
pre  
wr  
lev  
lan



20200041385  
Page: 2 of 13  
Fees: \$91.00  
12/9/2020 9:08 AM

County Recorder,  
Please Return to:

:Margaret Ilene: of the Pullen family



**DECLARATION OF POLITICAL CHARACTER, STATUS AND ALLEGIANCE**

My name is :Margaret Ilene: of the Pullen family and I have mind-full knowledge of the following facts and state those facts, as a matter of fact, under the penalty of perjury.

1. My name is :Margaret Ilene: of the Pullen family , and I was born on September 13, 1950, on the land of in Central City, "Nebraska" , one of the states of the American Union, and not this STATE OF ARIZONA, a Federally legislated state, described in Title 28 United States Code Section 124, and commonly known as "AZ".
2. I have no disabilities which would prevent me from making this Declaration, which the right to make this Declaration, is recognized by the United States of America in the United Nations Covenant on Civil and Political Rights, Section 9, Article 1.
3. According to the Government Styling Manual, <sup>1</sup>and printed by the United States Government, as a result of my birth in "Nebraska" I am an Nebraskan, pursuant to Section 5.23, as a "native of the several States" of the American Union.
4. Currently, I am in Arizona currently living on the land of the United States more specifically, "Arizona", one of the States of the American Union.<sup>2</sup>
5. My nationality is that of an Arizonan determining my political character, status and political allegiance to "Arizona" and not to the UNITED STATES OF AMERICA.<sup>3</sup>
6. I only recognize the jurisdiction of Arizona or any of the States of the American Union, whose land I happen to be currently living upon or sojourning through.
7. I am not now a United States of American Citizen and have never been a United States of America Citizen.
8. I do not consent to and am not subject to the jurisdiction of the United States of America.
9. I adopt and ratify the following documents, the 1776 Declaration of Independence, the 1777 Articles of Confederation, The Definitive Treaty of Peace 1783, and the 1787 Constitution of the United States for the United States of America, ratified in 1789 by the

<sup>1</sup> <https://www.govinfo.gov/content/pkg/GPO-STYLEMANUAL-2016/pdf/GPO-STYLEMANUAL-2016.pdf>

<sup>2</sup> 1. Mitchell v. U.S. 88 U.S. 350 (1874).

<sup>3</sup> See Black's 4th Edition Law Dictionary, page 1176, under "NATIONALITY".

# Margaret Pullen

in the United States Patent and Trademark Office, U.S. Patents, 1970-2019

Detail

Source

Name

Margaret Pullen

Residence Place

Evergreen, Colorado, USA

Certificate Number



Case Number

Others Listed (Name)

Margaret Pullen

© 2024 Ancestry.com

Proof I am Grandfathered into all  
Constitution 1787 Protections,

Notice to Agent is notice to Principals,  
and vice versa



# Robert K Pullen

in the 1950 United States Federal Census

**Detail**

Source

Name	Robert K Pullen
Age	37
Birth Date	abt 1913
Gender	Male
Race	White
Birth Place	Nebraska
Marital Status	Married
Relation to Head of House	Head
Residence Date	1950
Home in 1950	Mead, Merrick, Nebraska, USA
Street Name	Going 2 Mile Up U S 30 From Willow Island Store Then North
Dwelling Number	103
Farm	Yes
Questionnaire Number	86
Occupation	Farm Operator
Industry	Farm
Occupation Category	Working
Worker Class	Own Business

Household Members (Name)	Age	Relationship
Robert K Pullen	37	Head
Martha Pullen	31	Wife
William Pullen	10	Son
Judy Pullen	6	Daughter
Thomas Pullen	2	Son
Jerry W Land	17	Son

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# Robert Kenneth Pullen

in the U.S., Find a Grave® Index, 1600s-Current

Detail	Source
Name	Robert Kenneth Pullen
Birth Date	2 Nov 1912
Death Date	17 Nov 1972
Cemetery	Central City Cemetery
Burial or Cremation Place	Central City, Merrick County, Nebraska, United States of America
Has Bio?	N
Father	William Sherman Pullen
Mother	Ella Mae Pullen
Spouse	Martha L. Pullen
Children	Thomas D Pullen
URL	<a href="https://www.findagrave.com/memorial/32042204/robert-kenneth-pullen">https://www.findagrave.com/memorial/32042204/robert-kenneth-pullen</a>

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# William Sherman Pullen

in the U.S., Find a Grave® Index, 1600s-Current

Detail

Source

Name	William Sherman Pullen
Gender	Male
Birth Date	17 Jul 1871
Birth Place	Mercer County, Illinois, United States of America
Death Date	11 Jun 1915
Death Place	Archer, Merrick County, Nebraska, United States of America
Cemetery	Rosehill Cemetery
Burial or Cremation Place	Waverly, Lancaster County, Nebraska, United States of America
Has Bio?	Y
Father	Joseph Henry Pullen
Mother	Frances Ann Pullen
Spouse	Ella Mae Pullen
Children	Harry E. Pullen Robert Kenneth Pullen William Earl Pullen Ethel T. Gates Blanchette Stickels Joseph T Pullen
URL	<a href="https://www.findagrave.com/memorial/119346285/william-sherman-pullen">https://www.findagrave.com/memorial/119346285/william-sherman-pullen</a>

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# William Sherman Pullen

**BIRTH** 17 Jul 1871  
Mercer County, Illinois, USA

**DEATH** 11 Jun 1915 (aged 43)  
Archer, Merrick County, Nebraska, USA

**BURIAL** Rosehill Cemetery  
Waverly, Lancaster County, Nebraska, USA

**MEMORIAL ID** 119346285

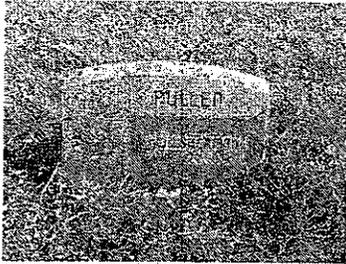


Photo added by D.R. Scherping

William is the son of Joseph Henry & Frances Ann (Reed) Pullen.

William and Ella Mae Houser were married on May 11, 1893 in Waverly, Nebraska.

The body of William Pullen, who committed suicide at Archer, Neb., will be brought to Lincoln today. Funeral services will be held at 11 a.m. Sunday at the Methodist church at Waverly. He was a brother of Wilbur Pullen of this city.

The Nebraska State Journal - Lincoln, Nebraska - Saturday June 05, 1915  
Page 9 Newspapers.com

## Family Members

### Parents

 Joseph Henry Pullen  
unknown-1915

 Frances Ann *Reed* Pullen  
1832-1906

### Spouse

 Ella Mae *Houser* Pullen  
1871-1951

### Siblings

 Wilburn M. "Wilbur" Pullen

*Published  
6 days  
before death!*

x

*Proof of Premeditated Murder*

# Frances Ann Pullen

in the U.S., Find a Grave® Index, 1600s-Current

Detail

Source

Name	Frances Ann Pullen
Maiden Name	Reed
Gender	Female
Birth Date	9 Jun 1832
Birth Place	Indiana, United States of America
Death Date	17 May 1906
Death Place	Lancaster County, Nebraska, United States of America
Cemetery	Rosehill Cemetery
Burial or Cremation Place	Waverly, Lancaster County, Nebraska, United States of America
Has Bio?	N
Children	Willburn M. Pullen William Sherman Pullen
URL	<a href="https://www.findagrave.com/memorial/119648125/frances-ann-pullen">https://www.findagrave.com/memorial/119648125/frances-ann-pullen</a>

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# Joseph Henry Pullen

in the U.S., Find a Grave® Index, 1600s-Current

**Detail**

**Source**

Name

Joseph Henry Pullen

Gender

Male

Cemetery

Rosehill Cemetery

Burial or Cremation Place

Waverly, Lancaster County, Nebraska, United States of America

Has Bio?

N

Children

Wilburn M. Pullen  
William Sherman Pullen

URL

<https://www.findagrave.com/memorial/119648103/joseph-henry-pullen>

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# William Pullen

in the U.S., Revolutionary War Pension and Bounty-Land Warrant Application Files, 1800-1900

- Detail
- Source

Name	William Pullen
Pension Year	1819
Application State	Kentucky
Applicant Designation	Widow's Pension Application File
Second Applicant Name	Polly Pullen
Second Applicant Pension Year	1843
Second Applicant Application State	Kentucky
Archive Publication Number	M804
Archive Roll Number	1983
Total Pages in Packet	42

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# Thomas Henry Pullen

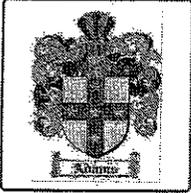
in the U.S., Find a Grave® Index, 1600s-Current

*Married  
Margaret Adams  
b 1632 VA  
her John father*

**Detail** **Source**

Name	Thomas Henry Pullen
Birth Date	1629
Birth Place	Metropolitan Borough of Leeds, West Yorkshire, <u>England</u>
Death Date	20 Dec 1689
Death Place	Christchurch, Middlesex County, <u>Virginia</u> , United States of America
Cemetery	Christ Church Cemetery
Burial or Cremation Place	Christchurch, Middlesex County, Virginia, United States of America
Has Bio?	Y
URL	<a href="https://www.findagrave.com/memorial/145598967/thomas-henry-pullen">https://www.findagrave.com/memorial/145598967/thomas-henry-pullen</a>

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# Margaret Peggy Adams VA\*

1635-1698

BIRTH 1635 • Lancaster, Virginia, USA

DEATH 31 MAY 1698 • Lancaster, VA, USA

Facts Sources Family

1635  
(AGE)

### Birth

1635 • Lancaster, Virginia, USA

1 source

1656  
21

### Marriage

1656 • Christ Church Parish, Lancaster, Virginia, USA



Thomas Henry Pullen VA\*  
1632-1689

1 source

1698  
63

### Death

31 May 1698 • Lancaster, VA, USA

### Burial

Hayfield, Frederick County, Virginia, United States of America

1 source

*Margaret-Henry Pullen ©  
Peggy*

*My  
Name sake.*

ical subdivision of any such government or nation, or other entity located in the United States.

(6) PRECURSOR.—

(A) IN GENERAL.—The term “precursor” means any chemical reactant which takes part at any stage in the production by whatever method of a toxic chemical. The term includes any key component of a binary or multicomponent chemical system.

(B) LIST OF PRECURSORS.—Precursors which have been identified for the application of verification measures under Article VI of the Convention are listed in schedules contained in the Annex on Chemicals of the Chemical Weapons Convention.

(7) PURPOSES NOT PROHIBITED BY THIS CHAPTER.—The term “purposes not prohibited by this chapter” means the following:

(A) PEACEFUL PURPOSES.—Any peaceful purpose related to an industrial, agricultural, research, medical, or pharmaceutical activity or other activity.

(B) PROTECTIVE PURPOSES.—Any purpose directly related to protection against toxic chemicals and to protection against chemical weapons.

(C) UNRELATED MILITARY PURPOSES.—Any military purpose of the United States that is not connected with the use of a chemical weapon or that is not dependent on the use of the toxic or poisonous properties of the chemical weapon to cause death or other harm.

(D) LAW ENFORCEMENT PURPOSES.—Any law enforcement purpose, including any domestic riot control purpose and including imposition of capital punishment.

(8) TOXIC CHEMICAL.—

(A) IN GENERAL.—The term “toxic chemical” means any chemical which through its chemical action on life processes can cause death, temporary incapacitation or permanent harm to humans or animals. The term includes all such chemicals, regardless of their origin or of their method of production, and regardless of whether they are produced in facilities, in munitions or elsewhere.

(B) LIST OF TOXIC CHEMICALS.—Toxic chemicals which have been identified for the application of verification measures under Article VI of the Convention are listed in schedules contained in the Annex on Chemicals of the Chemical Weapons Convention.

(9) UNITED STATES.—The term “United States” means the several States of the United States, the District of Columbia, and the commonwealths, territories, and possessions of the United States and includes all places under the jurisdiction or control of the United States, including—

(A) any of the places within the provisions of paragraph (41)<sup>1</sup> of section 40102 of title 49, United States Code;

(B) any civil aircraft of the United States or public aircraft, as such terms are defined in paragraphs (17) and (37),<sup>1</sup> respectively, of section 40102 of title 49, United States Code; and

(C) any vessel of the United States, as such term is defined in section 70502(b) of title 46, United States Code.

(Added Pub. L. 105-277, div. I, title II, § 201(a), Oct. 21, 1998, 112 Stat. 2681-869; amended Pub. L. 109-304, § 17(d)(1), Oct. 6, 2006, 120 Stat. 1707.)

REFERENCES IN TEXT

Paragraphs (17), (37), and (41) of section 40102 of title 49, referred to in par. (9)(A), (B), probably means paragraphs (17), (37), and (41) of subsection (a) of section 40102 of title 49. Paragraphs (37) and (41) were subsequently redesignated as (41) and (46), respectively, by Pub. L. 108-176, title II, § 225(a)(1), (3), Dec. 12, 2003, 117 Stat. 2528.

AMENDMENTS

2006—Par. (9)(C). Pub. L. 109-304 substituted “section 70502(b) of title 46, United States Code” for “section 3(b) of the Maritime Drug Enforcement Act, as amended (46 U.S.C., App. sec. 1903(b))”.

CHAPTER 12—CIVIL DISORDERS

Sec.	
231.	Civil disorders.
232.	Definitions.
233.	Preemption.

AMENDMENTS

1968—Pub. L. 90-284, title X, § 1002(a), Apr. 11, 1968, 82 Stat. 90, added chapter 12 and items 231 to 233.

§ 231. Civil disorders

(a)(1) Whoever teaches or demonstrates to any other person the use, application, or making of any firearm or explosive or incendiary device, or technique capable of causing injury or death to persons, knowing or having reason to know or intending that the same will be unlawfully employed for use in, or in furtherance of, a civil disorder which may in any way or degree obstruct, delay, or adversely affect commerce or the movement of any article or commodity in commerce or the conduct or performance of any federally protected function; or

(2) Whoever transports or manufactures for transportation in commerce any firearm, or explosive or incendiary device, knowing or having reason to know or intending that the same will be used unlawfully in furtherance of a civil disorder; or

(3) Whoever commits or attempts to commit any act to obstruct, impede, or interfere with any fireman or law enforcement officer lawfully engaged in the lawful performance of his official duties incident to and during the commission of a civil disorder which in any way or degree obstructs, delays, or adversely affects commerce or the movement of any article or commodity in commerce or the conduct or performance of any federally protected function—

Shall be fined under this title or imprisoned not more than five years, or both.

(b) Nothing contained in this section shall make unlawful any act of any law enforcement officer which is performed in the lawful performance of his official duties.

(Added Pub. L. 90-284, title X, § 1002(a), Apr. 11, 1968, 82 Stat. 90; amended Pub. L. 103-322, title XXXIII, § 330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.)

AMENDMENTS

1994—Subsec. (a). Pub. L. 103-322 substituted “fined under this title” for “fined not more than \$10,000” in concluding par.

<sup>1</sup> See References in Text note below.

## SHORT TITLE

Pub. L. 90-284, title X, § 1001, Apr. 11, 1968, 82 Stat. 90, provided that: "This title [enacting this chapter] may be cited as the 'Civil Obedience Act of 1968'."

## § 232. Definitions

For purposes of this chapter:

(1) The term "civil disorder" means any public disturbance involving acts of violence by assemblages of three or more persons, which causes an immediate danger of or results in damage or injury to the property or person of any other individual.

(2) The term "commerce" means commerce (A) between any State or the District of Columbia and any place outside thereof; (B) between points within any State or the District of Columbia, but through any place outside thereof; or (C) wholly within the District of Columbia.

(3) The term "federally protected function" means any function, operation, or action carried out, under the laws of the United States, by any department, agency, or instrumentality of the United States or by an officer or employee thereof; and such term shall specifically include, but not be limited to, the collection and distribution of the United States mails.

(4) The term "firearm" means any weapon which is designed to or may readily be converted to expel any projectile by the action of an explosive; or the frame or receiver of any such weapon.

(5) The term "explosive or incendiary device" means (A) dynamite and all other forms of high explosives, (B) any explosive bomb, grenade, missile, or similar device, and (C) any incendiary bomb or grenade, fire bomb, or similar device, including any device which (i) consists of or includes a breakable container including a flammable liquid or compound, and a wick composed of any material which, when ignited, is capable of igniting such flammable liquid or compound, and (ii) can be carried or thrown by one individual acting alone.

(6) The term "fireman" means any member of a fire department (including a volunteer fire department) of any State, any political subdivision of a State, or the District of Columbia.

(7) The term "law enforcement officer" means any officer or employee of the United States, any State, any political subdivision of a State, or the District of Columbia, while engaged in the enforcement or prosecution of any of the criminal laws of the United States, a State, any political subdivision of a State, or the District of Columbia; and such term shall specifically include members of the National Guard (as defined in section 101 of title 10), members of the organized militia of any State, or territory of the United States, the Commonwealth of Puerto Rico, or the District of Columbia not included within the National Guard (as defined in section 101 of title 10), and members of the Armed Forces of the United States, while engaged in suppressing acts of violence or restoring law and order during a civil disorder.

(8) The term "State" includes a State of the United States, and any commonwealth, territory, or possession of the United States.

(Added Pub. L. 90-284, title X, § 1002(a), Apr. 11, 1968, 82 Stat. 91; amended Pub. L. 101-647, title

XII, § 1205(a), Nov. 29, 1990, 104 Stat. 4830; Pub. L. 102-484, div. A, title X, § 1051(b)(1), Oct. 23, 1992, 106 Stat. 2498.)

## AMENDMENTS

1992—Par. (7). Pub. L. 102-484 substituted "members of the National Guard (as defined in section 101 of title 10)," for " , but shall not be limited to, members of the National Guard, as defined in section 101(9) of title 10, United States Code," and "not included within the National Guard (as defined in section 101 of title 10)," for " , not included within the definition of National Guard as defined by such section 101(9),"

1990—Par. (8). Pub. L. 101-647 added par. (8).

## § 233. Preemption

Nothing contained in this chapter shall be construed as indicating an intent on the part of Congress to occupy the field in which any provisions of the chapter operate to the exclusion of State or local laws on the same subject matter, nor shall any provision of this chapter be construed to invalidate any provision of State law unless such provision is inconsistent with any of the purposes of this chapter or any provision thereof.

(Added Pub. L. 90-284, title X, § 1002(a), Apr. 11, 1968, 82 Stat. 91.)

## CHAPTER 13—CIVIL RIGHTS

Sec. 241.	Conspiracy against rights.
242.	Deprivation of rights under color of law.
243.	Exclusion of jurors on account of race or color.
244.	Discrimination against person wearing uniform of armed forces.
245.	Federally protected activities.
246.	Deprivation of relief benefits.
247.	Damage to religious property; obstruction of persons in the free exercise of religious beliefs.
248.	Freedom of access to clinic entrances.
249.	Hate crime acts.

## AMENDMENTS

2009—Pub. L. 111-84, div. E, § 4707(b), Oct. 28, 2009, 123 Stat. 2841, added item 249.

1994—Pub. L. 103-322, title XXXIII, § 330023(a)(1), Sept. 13, 1994, 108 Stat. 2150, substituted "Freedom of access to clinic entrances" for "Blocking access to reproductive health services" in item 248.

Pub. L. 103-259, § 4, May 26, 1994, 108 Stat. 697, added item 248.

1988—Pub. L. 100-690, title VII, § 7018(b)(2), Nov. 18, 1988, 102 Stat. 4396, struck out "of citizens" after "rights" in item 241.

Pub. L. 100-946, § 3, June 24, 1988, 102 Stat. 645, added item 247.

1976—Pub. L. 94-453, § 4(b), Oct. 2, 1976, 90 Stat. 1517, added item 246.

1968—Pub. L. 90-284, title I, § 102, Apr. 11, 1968, 82 Stat. 75, added item 245.

## § 241. Conspiracy against rights

If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or

If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—

They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, § 103(a), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, § 7018(a), (b)(1), Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, § 60006(a), title XXXII, §§ 320103(a), 320201(a), title XXXIII, § 330016(1)(L), Sept. 13, 1994, 108 Stat. 1970, 2109, 2113, 2147; Pub. L. 104-294, title VI, §§ 604(b)(14)(A), 607(a), Oct. 11, 1996, 110 Stat. 3507, 3511.)

#### HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., § 51 (Mar. 4, 1909, ch. 321, § 19, 35 Stat. 1092).

Clause making conspirator ineligible to hold office was omitted as incongruous because it attaches ineligibility to hold office to a person who may be a private citizen and who was convicted of conspiracy to violate a specific statute. There seems to be no reason for imposing such a penalty in the case of one individual crime, in view of the fact that other crimes do not carry such a severe consequence. The experience of the Department of Justice is that this unusual penalty has been an obstacle to successful prosecutions for violations of the act.

Mandatory punishment provision was rephrased in the alternative.

Minor changes in phraseology were made.

#### AMENDMENTS

1996—Pub. L. 104-294, § 607(a), substituted “any State, Territory, Commonwealth, Possession, or District” for “any State, Territory, or District” in first par.

Pub. L. 104-294, § 604(b)(14)(A), repealed Pub. L. 103-322, § 320103(a)(1). See 1994 Amendment note below.

1994—Pub. L. 103-322, § 330016(1)(L), substituted “They shall be fined under this title” for “They shall be fined not more than \$10,000” in third par.

Pub. L. 103-322, § 320201(a), substituted “person in any State” for “inhabitant of any State” in first par.

Pub. L. 103-322, § 320103(a)(2)-(4), in third par., substituted “results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both” for “results, they shall be subject to imprisonment for any term of years or for life”.

Pub. L. 103-322, § 320103(a)(1), which provided for amendment identical to Pub. L. 103-322, § 330016(1)(L), above, was repealed by Pub. L. 104-294, § 604(b)(14)(A).

Pub. L. 103-322, § 60006(a), substituted “, or may be sentenced to death.” for period at end of third par.

1988—Pub. L. 100-690 struck out “of citizens” after “rights” in section catchline and substituted “inhabitant of any State, Territory, or District” for “citizen” in text.

1968—Pub. L. 90-284 increased limitation on fines from \$5,000 to \$10,000 and provided for imprisonment for any term of years or for life when death results.

#### EFFECTIVE DATE OF 1996 AMENDMENT

Amendment by section 604(b)(14)(A) of Pub. L. 104-294 effective Sept. 13, 1994, see section 604(d) of Pub. L. 104-294, set out as a note under section 13 of this title.

#### SHORT TITLE OF 1996 AMENDMENT

Pub. L. 104-155, § 1, July 3, 1996, 110 Stat. 1392, provided that: “This Act [amending section 247 of this title and

section 10602 of Title 42, The Public Health and Welfare, enacting provisions set out as a note under section 247 of this title, and amending provisions set out as a note under section 534 of Title 28, Judiciary and Judicial Procedure] may be cited as the ‘Church Arson Prevention Act of 1996.’”

#### § 242. Deprivation of rights under color of law

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

(June 25, 1948, ch. 645, 62 Stat. 696; Pub. L. 90-284, title I, § 103(b), Apr. 11, 1968, 82 Stat. 75; Pub. L. 100-690, title VII, § 7019, Nov. 18, 1988, 102 Stat. 4396; Pub. L. 103-322, title VI, § 60006(b), title XXXII, §§ 320103(b), 320201(b), title XXXIII, § 330016(1)(H), Sept. 13, 1994, 108 Stat. 1970, 2109, 2113, 2147; Pub. L. 104-294, title VI, §§ 604(b)(14)(B), 607(a), Oct. 11, 1996, 110 Stat. 3507, 3511.)

#### HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., § 52 (Mar. 4, 1909, ch. 321, § 20, 35 Stat. 1092).

Reference to persons causing or procuring was omitted as unnecessary in view of definition of “principal” in section 2 of this title.

A minor change was made in phraseology.

#### AMENDMENTS

1996—Pub. L. 104-294, § 607(a), substituted “any State, Territory, Commonwealth, Possession, or District” for “any State, Territory, or District”.

Pub. L. 104-294, § 604(b)(14)(B), repealed Pub. L. 103-322, § 320103(b)(1). See 1994 Amendment note below.

1994—Pub. L. 103-322, § 330016(1)(H), substituted “shall be fined under this title” for “shall be fined not more than \$1,000” after “citizens.”

Pub. L. 103-322, § 320201(b), substituted “any person in any State” for “any inhabitant of any State” and “on account of such person” for “on account of such inhabitant”.

Pub. L. 103-322, § 320103(b)(2)-(5), substituted “bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life

agent, officer, or employee from liability when the Secretary decides that written notice of liability or potential liability has not been given to the bank, agent, officer, or employee by the Government within 10 years from the date of the erroneous payment. However, the Secretary may not relieve a paying agent of an assumed unconditional liability to the Government.

(b) Section 17304(c) of title 40 applies to a decision of the Secretary made under this section. A recovery or repayment of a loss for which replacement is made out of the fund shall be credited to the fund and is available for the purposes for which the fund was established.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 946; Pub. L. 107-217, § 3(h)(4), Aug. 21, 2002, 116 Stat. 1299.)

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
3126(a) .....	31:757c(1)(1st-4th sentences).	Sept. 24, 1917, ch. 56, 40 Stat. 286, § 22(1)(1st-6th sentences); added Apr. 11, 1943, ch. 32, § 3, 57 Stat. 63; restated Apr. 3, 1945, ch. 51, § 3, 59 Stat. 47; Sept. 22, 1959, Pub. L. 86-346, § 103, 21 Stat. 622; Oct. 17, 1968, Pub. L. 90-595, § 2, 82 Stat. 1155.
3126(b) .....	31:757c(1)(5th, 6th sentences).	

In subsection (a), the words "qualified" and "authorized or" are omitted as surplus. The words "officer or employee of the Department of the Treasury" are substituted for "Treasury of the United States" and "Treasurer" because of the source provisions restated in section 321 of the revised title and for consistency with other titles of the United States Code. The text of 31:757c(1)(3d sentence) is omitted as surplus because of 39:410. The words "under regulations prescribed by him" are omitted as unnecessary.

AMENDMENTS

2002—Subsec. (a). Pub. L. 107-217, § 3(h)(4)(A), substituted "section 17303(a) of title 40" for "section 2 of the Government Losses in Shipment Act (40 U.S.C. 722)".

Subsec. (b). Pub. L. 107-217, § 3(h)(4)(B), substituted "Section 17304(c) of title 40" for "Section 3 of the Government Losses in Shipment Act (40 U.S.C. 723) (related to finality of decisions of the Secretary)".

§ 3127. Credit to officers, employees, and agents for stolen Treasury notes

When an officer, employee, or agent of the United States Government authorized to receive, redeem, or cancel Treasury notes receives or pays a note that was stolen and put in circulation after it had been received or redeemed by an officer, employee, or agent authorized to receive or redeem the note, the Secretary of the Treasury may allow the officer, employee, or agent receiving or paying the stolen note a credit for the amount of the note. The Secretary may allow the credit only if the Secretary is satisfied that the note was received or paid in good faith and in exercising ordinary prudence.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 947.)

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
3127 .....	31:740.	R.S. § 3707.

The word "employee" is added for consistency with other titles of the United States Code. The words "of the United States Government" are added for clarity and consistency. The word "duly" is omitted as surplus. The words "issued by authority of law" are omitted as unnecessary. The words "which has subsequently thereto" are omitted as unnecessary. The words "is satisfied" are substituted for "upon full and satisfactory proof" to eliminate unnecessary words.

§ 3128. Proof of death to support payment

A finding of death made by an officer or employee of the United States Government authorized by law to make the finding is sufficient proof of death to allow credit in the accounts of a Federal reserve bank or accountable official of the Department of the Treasury in a case involving the transfer, exchange, reissue, redemption, or payment of obligations of the Government, including obligations guaranteed by the Government for which the Secretary of the Treasury acts as transfer agent.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 947.)

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
3128 .....	31:757d.	Sept. 24, 1917, ch. 56, 40 Stat. 286, § 23; added Apr. 3, 1945, ch. 51, § 4, 59 Stat. 48.

The words "officer or employee" are substituted for "official or agency" for clarity and consistency with other titles of the United States Code. The word "Government" is added for consistency. The words "section 1005 of Appendix to title 50" are omitted because the section was repealed by section 8(a) of the Act of Sept. 6, 1966 (Pub. L. 89-554, 80 Stat. 651). The words "or by any other" are omitted as surplus. The words "or by the Secretary of the Army or the Secretary of the Navy" are omitted because of 10:ch. 75. The word "official" is substituted for "officer" for consistency. The words "bonds and other" are omitted as surplus. The words "Secretary of the Treasury" are substituted for "Treasury Department" for accuracy and consistency.

§ 3129. Appropriation to pay expenses

(a) Amounts to pay necessary expenses (including rent) for an issue of obligations authorized under this chapter are appropriated to the Secretary of the Treasury. However, the amount appropriated under this section may not be more than—

- (1) .2 percent of the amount of bonds and notes authorized under this chapter;
- (2) .1 percent of the amount of certificates of indebtedness authorized under section 3104 of this title; and
- (3) .1 percent of the amount of certificates of indebtedness authorized under the First Liberty Bond Act.

(b) An appropriation under this section is available for obligation only through the end of the fiscal year after the fiscal year in which the issue was made. During a period for which an appropriation for a specified amount is made for expenses for which this section makes an appropriation for an unspecified amount, only the appropriation for the specified amount is available for obligation.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 947.)

## HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
31:753(d)	(last sentence less related to 31:771).	Sept. 24, 1917, ch. 56, 40 Stat. 288, §18(d)(last sentence less related to §8); added Mar. 3, 1919, ch. 100, §1, 40 Stat. 1510.
31:757c(e).		Sept. 24, 1917, ch. 56, 40 Stat. 288, §22(e); added Feb. 4, 1935, ch. 5, §6, 49 Stat. 21; restated Feb. 19, 1941, ch. 7, §3, 55 Stat. 8.
31:759.		Apr. 24, 1917, ch. 4, §8, 40 Stat. 37; May 29, 1923, ch. 901, §1(20)(related to 40 Stat. 37), 45 Stat. 937.
31:760.		Sept. 24, 1917, ch. 56, §10, 40 Stat. 292; May 29, 1923, ch. 901, §1(20)(related to 40 Stat. 292), 45 Stat. 937; June 1, 1955, ch. 119, §3, 69 Stat. 82.
31:761.		June 16, 1921, ch. 23, §1(last par. last sentence under heading "Office of the Secretary"), 42 Stat. 36.

In subsection (a), before clause (1), the words "an issue of obligations authorized under this chapter" are substituted for 31:761(less proviso) to reflect consolidation of the authority for issues of obligations in the revised chapter and for consistency. The text of 31:757c(e) is omitted as unnecessary and superseded by 39:410. The words "out of any money in the Treasury not otherwise appropriated" in 31:760 are omitted as unnecessary and for consistency. The words "to be expended as the Secretary of the Treasury may direct" in 31:760 are omitted as surplus. In clause (1), the .2 percent limitation on expenses of bonds referred to in 31:760 is made applicable to a "note" because of the definition of bond in 31:753(d)(last sentence). The words "sections 735 to 738, . . . 765, . . . 773 of this title and section 84 of title 12" in 31:753(d)(last sentence) are omitted because they refer to sections previously repealed (31:735-738, 765) or obsolete (31:773, which was superseded by 39:410) and because 12:84 was amended to express the result required by the source provisions by section 10 of the Act of February 25, 1927 (ch. 191, 44 Stat. 1229).

In subsection (b), the words "appropriation for the specified amount" are substituted for "definite appropriation", and the words "appropriation for an unspecified amount" are substituted for "indefinite appropriation", as being more precise. The word "only" is substituted for "and the indefinite appropriation shall not be available for obligation" to eliminate unnecessary words.

## REFERENCES IN TEXT

The First Liberty Bond Act, referred to in subsec. (a)(3), is act Apr. 24, 1917, ch. 4, 40 Stat. 35, which enacted sections 745, 755, 755a, 759, 764, 774, and 804 of former Title 31 and section 462a of Title 12, Banks and Banking, and amended sections 745 and 768 of former Title 31, and was repealed by Pub. L. 97-258, §5(b), Sept. 13, 1982, 96 Stat. 1072.

## § 3130. Annual public debt report

(a) GENERAL RULE.—On or before June 1 of each calendar year after 1993, the Secretary of the Treasury shall submit a report to the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate on—

- (1) the Treasury's public debt activities, and
- (2) the operations of the Federal Financing Bank.

(b) REQUIRED INFORMATION ON PUBLIC DEBT ACTIVITIES.—Each report submitted under subsection (a) shall include the following information:

- (1) A table showing the following information with respect to the total public debt:

(A) The past levels of such debt and the projected levels of such debt as of the close of the current fiscal year and as of the close of

the next 5 fiscal years under the most recent current services baseline projection of the executive branch.

(B) The past debt to GDP ratios and the projected debt to GDP ratios as of the close of the current fiscal year and as of the close of the next 5 fiscal years under such most recent current services baseline projection.

(2) A table showing the following information with respect to the net public debt:

(A) The past levels of such debt and the projected levels of such debt as of the close of the current fiscal year and as of the close of the next 5 fiscal years under the most recent current services baseline projection of the executive branch.

(B) The past debt to GDP ratios and the projected debt to GDP ratios as of the close of the current fiscal year and as of the close of the next 5 fiscal years under such most recent current services baseline projection.

(C) The interest cost on such debt for prior fiscal years and the projected interest cost on such debt for the current fiscal year and for the next 5 fiscal years under such most recent current services baseline projection.

(D) The interest cost to outlay ratios for prior fiscal years and the projected interest cost to outlay ratios for the current fiscal year and for the next 5 fiscal years under such most recent current services baseline projection.

(3) A table showing the maturity distribution of the net public debt as of the time the report is submitted and for prior years, and an explanation of the overall financing strategy used in determining the distribution of maturities when issuing public debt obligations, including a discussion of the projections and assumptions with respect to the structure of interest rates for the current fiscal year and for the succeeding 5 fiscal years.

(4) A table showing the following information as of the time the report is submitted and for prior years:

(A) A description of the various categories of the holders of public debt obligations.

(B) The portions of the total public debt held by each of such categories.

(5) A table showing the relationship of federally assisted borrowing to total Federal borrowing as of the time the report is submitted and for prior years.

(6) A table showing the annual principal and interest payments which would be required to amortize in equal annual payments the level (as of the time the report is submitted) of the net public debt over the longest remaining term to maturity of any obligation which is a part of such debt.

(c) REQUIRED INFORMATION ON FEDERAL FINANCING BANK.—Each report submitted under subsection (a) shall include (but not be limited to) information on the financial operations of the Federal Financing Bank, including loan payments and prepayments, and on the levels and categories of the lending activities of the Federal Financing Bank, for the current fiscal year and for prior fiscal years.