

# Nationwide Settlement Details

*Class Action Lawsuit*

March 2008

## Regarding: Nationwide Settlement Details

A class action suit was filed against U.S. Bancorp Business Equipment Finance Group (BEFG) in June 2004, Case Number GIC831065, in the state of California. The Plaintiff alleges certain fees are unreasonable and charged without regard to costs incurred and non-disclosure of profit.

U.S. Bank BEFG and the plaintiff determined the best solution for all parties involved would be to enter into an agreed upon nationwide settlement.

Your customers that qualify under the Class Action will be notified regarding the settlement. The notification will include how they qualify for a settlement distribution and how to claim their settlement. If U.S. Bank has been providing private label billing to your customer, you will be listed as the Lessor in the notification with U.S. Bank listed as a servicing agent. Notification to your customers is scheduled for delivery starting March 11 through March 28.

U.S. Bank will make the required modifications to our documentation and welcome letter outlined in the Class Action Settlement. U.S. Bank will continue to charge these fees which we feel are reasonable. We are not contemplating any other changes to our fee policies. Changes include:

### A. Documentation changes:

1. *Taxes and fees*: updated to include verbiage stating “may make a profit”
2. *Collateral Protection and Insurance*: updated to include verbiage stating “may make a profit” and the method of calculation

**B. Welcome letter changes:** updated to include verbiage stating “may make a profit” and the method of calculation regarding the Property Damage Surcharge fee and Personal Property Tax filing fee, when applicable.

### Please Note:

- Brokers and Lessors under whose name we billed any of the fees at issue are released from any potential liability as to the Class.
- Lessees will receive material from a third party administrator regarding this settlement (if you would like a copy, please request the information from your Manifest Funding Services’ Sales Representative).
- If you receive questions from your lessees, you may direct them to the claims administrator:

The Information Consulting Group of U.S. Bank  
289 Bell Ranch Lane  
Jacksonville, FL 32559  
1-800-351-1745.

We apologize for the inconvenience this may cause. U.S. Bank was not the first company to be pursued nor will it be the last. We are confident that our financial strength, our employees and our customer relationships will allow us to resolve this matter in an effective and timely fashion. We truly appreciate your business and look forward to continued growth in our relationship.

**If you have any questions, please contact your U.S. Bank Manifest Funding Services’ Sales Representative at: 800-325-2236.**

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### **Class Action Lawsuit**

A class action suit was filed against U.S. Bancorp Business Equipment Finance Group in June 2004, Case Number GIC831065, in the state of California. The Plaintiff alleges certain fees are unreasonable and charged without regard to costs incurred and non-disclosure of profit.

U.S. Bank BEFG was pursued similarly to several other major leasing companies in the industry. U.S. Bank BEFG disputed these allegations and remains confident the fees assessed were reasonable and will continue to charge them.

U.S. Bank BEFG and the plaintiff determined the best solution for all parties involved would be to enter into an agreed upon nationwide settlement.

**NOTE:** Brokers and Lessors under whose name we billed the subject fees are released from potential liability from the Class.

### **Class Members**

The class action includes any lessee who paid one or more fees associated to a lease contract and had signed documents containing verbiage consistent with the Notice of Class Action. The fee must have been paid from June 2000 to present.

Fees included in the suit are origination fees, Uniform Commercial Code (UCC) filing fees, Property Damage Surcharge (PDS) Fees or Personal Property Tax (PPT) fees. To qualify, the documentation must have verbiage similar to the following associated with each fee.

#### ***Origination Fee***

You further agree to pay us [an amount] on the date the first rental payment is due to cover the expense of originating the Agreement.

#### ***Uniform Commercial Code (UCC) Filing Fees***

You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction.

#### ***Property Damage Surcharge (PDS) Fees***

You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs and credit risk.

#### ***Personal Property Tax (PPT) Fees***

You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf.

### **Entitlements**

A Class Member is entitled to the following if they have paid one or multiple fees during the Class period.

#### ***Origination Fee***

Participating Class Members with qualifying Origination Charges will receive a \$5.00 voucher entitling the Class Member to use the voucher with U.S. Bank BEFG for any purpose.

#### ***Uniform Commercial Code (UCC) Filing Fees***

Participating Class Members with qualifying UCC Charges will receive a \$2.50 voucher entitling the Class Member to use the voucher with U.S. Bank BEFG for any purpose.

#### ***Personal Property Tax (PPT) Fees***

Participating Class members with qualifying PPT Charges will receive a \$5.00 voucher entitling the Class Member to use the voucher with U.S. Bank BEFG for any purpose.

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### ***Property Damage Surcharge (PDS) Fees***

Participating Class Members with qualifying PDS charges will receive 80% of gross PDS charges paid over the Class Period. The Class Member will be paid by applying credit to an existing lease account in the case of Class Members with an open lease account and by check in the case of Class Members with a closed lease account.

### ***Process to Claim Entitlements***

A Class Member needs to submit a timely claim to the Claims Administrator. They will receive an Individual Distribution Amount. The claim form must be received by the Claims Administrator within 180 days of its mailing following the order of final approval. U.S. Bank BEFG will fund each timely claim determined and reported by the Claims Administrator in the Individual Distribution Amount for the Class Member in question.

U.S. Bank BEFG will fund the claim or provide the voucher within 30 days of the request from the Claims Administrator.

### ***Claims Administrator***

Contact information for the Claims Administrator is as follows:

**The Information Consulting Group of U.S. Bank  
289 Bell Branch Lane  
Jacksonville, FL 32559  
1-800-351-1745**

### **Frequently Asked Questions**

The Class Member is a lessee who meets the following criteria:

1. Paid one or more of the following fees:
  - a. Origination fees
  - b. Uniform Commercial Code (UCC) filing fees
  - c. Property Damage Surcharge (PDS) fees
  - d. Personal Property Tax (PPT) fees
2. Fee was paid between June 2000 to present
3. The verbiage associated with the fee matches what is outlined in the Notice of Class Action

### ***What is a Class Period?***

The Class Period for this suit is June 2000 to the present.

### ***What is a Claims Administrator?***

A Claims Administrator processes and validates if a Class Member is qualified to receive part of the settlement.

### ***Is a Class Member entitled to a claim if U.S. Bank BEFG incurred bad debt on the Class Member?***

Yes, if the Class Member meets all the criteria they are entitled to settlement, however, U.S. Bank BEFG will apply the settlement to previously incurred expenses related to outstanding debt existing or charged off.

### ***Will U.S. Bank BEFG continue to charge these fees?***

U.S. Bank BEFG will make the required modifications to our documentation and the welcome letter outlined within the Class Action Settlement. U.S. Bank BEFG will continue to charge these fees which we feel are reasonable and will now include the calculation and that we “may make a profit” by charging the fee. U.S. Bank BEFG is not contemplating any other changes to our fee policies.

