

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

NICOLETTA PANTELYAT, MICHAEL
EDWARDS, and ISABELLE SCHERER,
Individually and on Behalf of All Others Similarly
Situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. and BANK OF
AMERICA CORPORATION,

Defendants

Civil Action No. 1:16-cv-08964-AJN

**DECLARATION OF ROBERT R. AHDOOT IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

I, Robert R. Ahdoot, declare as follows:

1. I am a partner and founding member of Ahdoot & Wolfson, PC (“AW”), and a member in good standing of the bar of the State of California. I respectfully submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement.

2. I have personal knowledge of the facts set forth in this declaration and could and will testify competently to them if called upon to do so.

3. In June 2018 I made several attempts to reach the individual who signed the letter dated June 2, 2018 and filed as Docket 87 in this action (“June 2 Letter”) as “Mohamed S Diane” (*sic*).

4. On Sunday June 24, 2018 at approximately 1:40 PM, I again dialed the telephone number provided in the June 2 Letter and spoke with an individual, with the voice of an adult male, who stated that he was Mohamed S Diane ("Mr. Diane").

5. I explained the reason for my call. Mr. Diane recognized why I was calling, confirmed that he received the Class Notice, and recalled back the June 2 Letter and its contents to me.


6. I explained the terms of the Settlement and that neither the Settlement, nor the Court's jurisdiction in this case, extended or related to the matters set forth in the documents attached to the June 2 Letter.

7. When I asked him why he had filed an objection in this case, Mr. Diane stated that he was undergoing difficulty that was not related to the Litigation, understood the Class Notice to be a demand that he pay Bank of America money, and that this was for this reason he sent the June 2 Letter to the Court.

8. In response, I explained that under the terms of the Settlement he would be receiving money (assuming the Court finally approves the Settlement), and did not have to pay Bank of America anything. Mr. Diane asked how much he was due to receive pursuant to the Settlement and that he would like to have the money due to him be sent to him as soon as possible. I explained to him that it was difficult to predict when his Settlement Share would be paid because the Court had not yet finally approved the Settlement, but that the Final Hearing was scheduled to take place on August 8, 2018. I also explained that Class Counsel had estimated that he would receive approximately \$20 for each Uber Overdraft Fee he was charged.

9. Mr. Diane then confirmed that he had no objection to the Settlement and that I should consider the June 2 Letter withdrawn.


I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct. Executed this 6th day of July 2018 in Los Angeles, California.



Robert R. Ahdoot

CERTIFICATE OF SERVICE

I, Robert R. Ahdoot, hereby certify that a copy of the foregoing document, filed through the CM/ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies shall be served by first class mail postage prepaid on all counsel who are not served through the CM/ECF system on July 6, 2018.



Robert R. Ahdoot