

**MERCHANT SETTLEMENT UNITED CLAIM FORM**

*Amador L. Corona v. United Bank Card, Inc. and First National Bank of Omaha, Case No. 8:12-cv-00089  
(United States District Court for the District of Nebraska)*

**To make a claim in the above case, please complete and mail this form,  
postmarked no later than July 5, 2016 and received by the Settlement Administrator by July 19, 2015, to:**

**Merchant Settlement United  
c/o Angeion Group  
1801 Market Street, Suite 660  
Philadelphia, PA 19103**

**MERCHANT ID: 9839418  
INTERIOR DEMOCRATS  
INTERIOR DEMOCRATS  
PO BOX 72479  
FAIRBANKS AK 99707-2479  
UNIQUE ID: COR004696**

**I. NAME/ADDRESS CORRECTION**

If your name or address as printed above is incorrect or outdated, please check the box to the left and fill out this Section I to correct or update your name and/or address.

If you are entitled to a settlement check, it will be made payable to the name and sent to the address printed above, unless you correct or update the information using the blanks below.

Merchant name: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

**II. CLAIM AMOUNT**

This lawsuit concerns IRS Processing Validation Fees paid to Harbortouch Payments, LLC (formerly United Bank Card, Inc. d/b/a Harbortouch) ("Harbortouch") by Merchants who submitted Merchant Applications before February 1, 2009.

**Current Merchants Only: Under the settlement, if you submit a timely and valid claim form and are still processing with Harbortouch, Harbortouch will apply a credit to your account to be used toward certain Harbortouch products and services. Your credit is estimated to be \$0.00. Please indicate on page 2 which product(s) you wish to apply this credit toward.**

**Former Merchants Only: If you submit a timely and valid claim form, are no longer processing with Harbortouch, and do not wish to receive a credit estimated to be \$41.31, you will be sent a check instead, estimated to be \$20.65. Please indicate whether you wish to receive a credit or check by checking the appropriate box.**

Credit  Please indicate on page 2 which product(s) you wish to apply this credit toward.

Check  Former merchants only may check this box to receive a check instead of a credit.





## Harbortouch Products for Current and Former Merchants:

- Perkwave Terminal and Contactless NFC Reader (\$189 plus \$11 shipping).** On or around October 1, 2015, merchants will want terminals that comply with the EMV (Europay, MasterCard, and Visa) global interoperable standard for secure payments to enable them to read chips embedded in credit and debit cards. On that date, merchants without compliant terminals will assume liability for counterfeit card transactions under rules announced by MasterCard, Visa, American Express, and Discover. In addition to shifting liability for fraud to non-compliant merchants, some card associations are giving merchants incentives to comply, including relief from account data compromise penalties, some PCI data security standard reporting requirements, and annual PCI audits. The terminal accepts cards with EMV chips. The contactless reader accepts mobile payments.
- Gift Cards (\$9.99/mo. plus 15¢/transaction fee).** Harbortouch will design unique gift cards for the Merchant to give or sell to its customers.
- Manual Imprinter (\$35 plus \$11 shipping).** A traditional credit card imprinter to use as backup when systems are down.
- Offerings for Merchants with Point-of-Sale (“POS”) Systems:** (a) Tabbedout, a POS mobile payment and loyalty solution (\$12.50/mo. plus \$9.99 for a Periscope Campaign), (b) Online ordering (\$99 setup fee plus \$20 monthly fee plus 50¢/transaction fee (first 50 included), (c) Tableside (\$19.50/mo.) allows iPad ordering at restaurants.
- Thermal Printer (\$165 plus \$11 shipping)** Small printer for use where counter space is at a premium such as kitchens for printing kitchen orders.
- Friction Printer (\$260 plus \$11 shipping)** Small printer for use where counter space is at a premium such as kitchens for printing kitchen orders.
- ChargeAnywhere Quickbooks Plug-in (\$5/month plus 3¢/transaction fee)** Enables QuickBooks to process credit and debit card transactions and provides integrated reporting.
- Pinpad (\$89 plus \$11 shipping)** Electronic device used in card transactions to enable the cardholder to enter a personal identification number to complete the transaction.
- Digital Scale (\$332 plus \$25 shipping)** For businesses that sell items by weight. Heavy-duty cast aluminum casing with stainless steel platform on top.
- Cash Drawer (\$95 plus \$11 shipping)** Drawer for a cash register to house a removable cash till.
- Cash Till (\$14.95 plus \$11 shipping)** Case placed in a cash drawer that separates bills and change. It can be removed from the cash drawer.
- Electronic Cash Register (“ECR”) (\$300 plus \$25)** Electronic cash register to calculate and record sales transactions. It can be attached to a cash drawer and can be integrated for processing credit and debit card transactions.

If your credit is less than the product price, you authorize Harbortouch to charge your account for the balance. If the product requires monthly or transactional payments, you authorize Harbortouch to charge those payments to your account after the credit is exhausted until you cancel the product.

Visit [www.harbortouch.com/productsandservices](http://www.harbortouch.com/productsandservices) for photos and more information about these products.



**III. CERTIFICATION**

**Please read the following statements and sign and date the form below.**

I am authorized to make this claim on behalf of the Merchant.

I submitted a Merchant Application to Harbortouch prior to February 1, 2009.

I have not sold my business or otherwise transferred my right to this claim to anyone else.

I paid the IRS Processing Validation Fee described above and did not receive a full refund.

I am making a claim for the settlement payment described in Section II above.

I agree to participate in the settlement.

I agree to release any and all claims that I may have against Harbortouch, First National Bank of Omaha and/or TSYS Merchant Solutions, LLC based on any IRS Processing Validation Fees charged by Harbortouch or First National Bank of Omaha.

I certify that it was not my understanding or belief, during the period of time before signing a Harbortouch Merchant Application, that First National Bank of Omaha or Harbortouch had a right under the contract to unilaterally change contractual terms that would permit the assessment of the IRS Processing Validation Fees, after providing me with 30 days' written notice.

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

Your first name: \_\_\_\_\_ Middle Initial: \_\_\_\_ Last name: \_\_\_\_\_

Your position with Merchant: \_\_\_\_\_

Merchant ID Number: \_\_\_\_\_

