

# **SETTLEMENT AGREEMENT AND RELEASE**

*William Woods, Katerina Bobay and David Bobay v. Three Rivers Federal Credit Union*

**Superior Court, Allen County, Indiana**

**Cause No. 02D01-2112-PL-000521**

## PREAMBLE

This Settlement Agreement and Release (“Settlement” or “Agreement”) is entered into, by and among plaintiffs William Woods, Katerina Bobay and David Bobay and all those on whose behalf they are prosecuting this action, on the one hand, and Three Rivers Federal Credit Union, on the other hand, as of the last dated executed below.

## RECITALS

A. On October 4, 2021, Plaintiff William Woods filed a Class Action Complaint in the Superior Court, Wayne County, Indiana, entitled *Williams Woods v. Three Rivers Federal Credit Union*, Cause No. 89D02-2110-PL-000052, alleging claims on behalf of a class for breach of contract of the Defendant’s Membership, Account and Account Service Agreement and Rate and Fee Disclosure (collectively, the “Membership Agreement”), including breach of the covenant of good faith and fair dealing, unjust enrichment and violation of Indiana’s Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.* (“DCSA”) for alleging assessing multiple nonsufficient fund fees on a single transaction.

B. On October 4, 2021, Plaintiff William Woods served his First Set of Interrogatories and First Requests for Production to the Defendant. Defendant responded to the First Set of Interrogatories and First Requests for Production on June 1, 2023.

C. On November 17, 2021, an Amended Class Action Complaint (“Amended Complaint”) was filed wherein Plaintiffs Katerina Bobay and David Bobay were added as plaintiffs. Within the Amended Complaint, the Plaintiffs asserted claims on behalf of four classes for breach of contract of the Membership Agreement, including breach of the covenant of good faith and faith dealing, unjust enrichment and violation of the DCSA for allegedly (a) assessing multiple nonsufficient fund fees (“NSF Fee”) on a single transaction; (b) assessing overdraft fees (“OD Fees”) on transactions that authorized positive and settled negative; (c) assessing overdraft protection transfer fees on transfers that did not prevent an overdraft; and (d) assessing OD Fees or NSF Fees on transactions utilized to verify customer accounts that resulted in no changes to the customer account balances.

D. On November 24, 2021, Plaintiffs served their Second Set of Interrogatories and Second Requests for Production to the Defendant. Defendant responded to the Second Set of Interrogatories and Second Requests for Production on June 1, 2023.

E. On November 30, 2021, the Defendant filed a motion to transfer the case to the preferred venue of Allen County, Indiana. The motion was granted and the Superior Court of Wayne County, Indiana ordered the case to Allen County, Indiana. Judge Andrew Williams of the Allen County Superior Court was appointed as the Judge.

F. On January 18, 2022, the Defendant filed a Motion to Dismiss the Amended Complaint and Brief in Support. The Plaintiffs filed their response to the Motion to Dismiss on March 3, 3022. On March 30, 2022, the Defendant filed a motion for leave to file an oversized reply brief in support of Motion to Dismiss and Motion to Strike all court orders submitted in opposition to the Motion to Dismiss. The Plaintiffs responded to the Motion to Strike on March

31, 2022. On April 7, 2022, the Court granted the Defendant's motion for leave to file an oversized reply brief and accepted the Defendant's reply brief. The reply brief was deemed filed as of March 30, 2022. A hearing was set on both the Motion to Dismiss and Motion to Strike for April 22, 2022.

G. On May 6, 2022, Judge Andrew Williams recused himself from the case. Based upon the agreement of the Parties, the case was re-assigned to Judge David Avery.

H. Plaintiffs served a Supplemental Request for Production on Defendant on May 27, 2022. Defendant responded to the Supplemental Request for Production on June 27, 2022.

I. A hearing was conducted on the Motion to Dismiss and Motion to Strike on July 19, 2022. On July 19, 2022, two Orders were entered by the Court – one order denying the Motion to Strike and one order taking the Motion to Dismiss under advisement. On August 23, 2022, an Order was entered denying the Motion to Dismiss.

J. The Defendant filed its Answer to the Amended Complaint on November 11, 2022.

K. On November 17, 2022, the Court ordered the Parties to mediation. A mediation was originally set for March 9, 2023, at 9:00 a.m., however, it was later cancelled by the Parties. The Court again ordered the Parties to mediation. Due to various scheduling conflicts, the mediation in this matter was ultimately conducted on October 9, 2023, with Mediator John Trimble.

L. Prior to the mediation, the Defendant provided the Plaintiffs with one month of sample data.

M. After nearly two years of litigating, exchanging data related information, and discovery, the Parties were ultimately able to resolve this matter at mediation resulting in this Settlement.

N. Defendant has entered into this Agreement to resolve on a class wide basis any and all controversies and disputes arising out of or relating to the allegations made in the Amended Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to or concede any of the allegations made in the Amended Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Amended Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

O. Plaintiffs have entered into this Agreement to liquidate and recover on the claims asserted in the Amended Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede the claims alleged in the Amended Complaint lack merit or are subject to any defenses.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

**1. DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Action” shall mean the lawsuit subject of the Amended Complaint and the Settlement in this case and styled *William Woods, Katerina Bobay and David Bobay v. Three Rivers Credit Union*, Cause No. 02D01-2112-PL-000521. The term “Action” shall include all proceedings in the Wayne County Superior Court as Cause No. 89D02-2110-PL-000052 before being transferred to Allen County, Indiana.

(b) “Amended Complaint” shall mean the Amended Class Action Complaint filed in the Action.

(c) “APSN Fee” shall mean an OD Fee that Defendant charged and did not refund on signature point-of-sale debit card transactions when there was a sufficient balance at the time the transaction was authorized, but an insufficient balance at the time the transaction was presented to Defendant for payment and posted to a customer’s account.

(d) “APSN Class” shall mean those current and former customers of Defendant who were charged and not refunded an APSN fee during the Class Period.

(e) “Bar Date to Object” shall be the date set by the Court as the deadline for Settlement Class Members to file an Objection and shall be 30 days after the date the Notice (defined below) must be delivered to the Class Members.

(f) “Bar Date to Opt-Out” shall be the date set by the Court as the deadline for Class Members to opt-out and shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

(g) “Class Counsel” shall mean Lynn A. Toops, Lisa M. LaFornara and Vess A. Miller of Cohen & Malad, LLP and John Steinkamp of John Steinkamp & Associates.

(h) “Class” and “Class Member(s)” shall mean all members of the APSN Fee Class, Multiple NSF Class, Overdraft Transfer Class and Phantom Transaction Class, as determined by an analysis of the Defendant’s accounts.

(i) “Class Period” means October 4, 2011, through September 30, 2023.

(j) “Complaint” shall mean the Class Action Complaint filed in the Action.

(k) “Court” shall mean the Allen County, Indiana Superior Court No. 1.

(l) “Defendant” shall mean Three Rivers Federal Credit Union, the defendant in this Action.

(m) “Defendant’s Counsel” shall mean Kay Dee Baird, Mark J. R. Merkle and Libby Y. Goodknight of Krieg DeVault LLP.

(n) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(o) “Email Notice” shall refer to a short form of the Notice approved by the Court that shall be sent by email to Class Members who agreed to receive account Notices by email in the substantially the form attached hereto as *Exhibit 1*.

(p) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt-out of the Settlement.

(q) “Fee Expert” means Ankura Consulting Group, LLC who shall be obligated to keep all Class Member data strictly confidential and secured by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(r) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for Final Approval of this Settlement.

(s) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court.

(t) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 10 below.

(u) “Long Form Notice” shall mean the form of notice approved by the Court that will be posted to the Settlement Website substantially in the form attached as *Exhibit 2*.

(v) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6 below, which shall be filed no later than 45 days after the date the Notice must be delivered to Class Members.

(w) “Motion for Award of Fees, Costs, and Service Award” shall mean the motion or motions filed by Class Counsel, as referenced in Section 7 below, which shall be filed fifteen (15) days before the Bar Date to Object.

(x) “Multiple NSF Class” shall mean those current and former customers of Defendant who were assessed and not refunded Multiple NSF Fees during the Class Period.

(y) “Multiple NSF Fees” shall mean NSF Fees that were charged by Defendant during the Class Period for ACH and check transactions that were re-submitted by a merchant after being rejected for insufficient funds.

(z) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs, any Service Awards allowed by the Court, and any fees and costs paid to the Settlement Administrator and Fee Expert.

(aa) “Notice” shall mean the notices of settlement referenced in this Agreement, including Email Notice, Long Form Notice and Postcard Notice.

(bb) “Overdraft Transfer Class” shall mean those current and former customers of Defendant who were assessed and not refunded Overdraft Transfer Fees during the Class Period.

(cc) “Overdraft Transfer Fees” shall mean OD Fees that were charged by Defendant during the Class Period on a transfer that did not prevent an overdraft.

(dd) “Parties” shall mean the Plaintiffs and the Defendant, collectively.

(ee) “Party” refers to the Plaintiffs or the Defendant, individually.

(ff) “Phantom Transfer Class” shall mean those current and former customers of Defendant who were assessed and not refunded Phantom Transfer Fees during the Class Period.

(gg) “Phantom Transfer Fee” shall mean an OD Fee or NSF Fee assessed as a result of a merchant verification process wherein a tiny amount is deposited into a customer account and then withdrawn by the merchant.

(hh) “Plaintiffs” shall mean William Woods, Katerina Bobay and David Bobay, the plaintiffs in this Action.

(ii) “Postcard Notice” shall refer to a postcard mail notice approved by the Court that shall be sent by U.S. Mail to Class Members who have closed accounts or for whom the Defendant does not maintain an active email address. The Postcard Notice shall be the same as the Email Notice and in the form attached hereto as *Exhibit 1*.

(jj) “Preliminary Approval Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 4 and 5 below.

(kk) “Service Award” shall mean the payment that Class Counsel requests that the Court award the Plaintiffs for serving as the Class Representatives.

(ll) “Settlement Administrator” shall mean KCC Class Action Services, LLC. The Settlement Administrator will provide the Notice and other administrative functions of this

Settlement. The Settlement Administrator will be subject to the obligation that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court. The Settlement Administrator will be jointly supervised by the Parties.

(mm) “Settlement Class” and “Settlement Class Members” shall mean all Class Members who do not opt-out by the Bar Date to Opt-Out.

(nn) “Settlement Fund” shall mean three million three hundred thousand and 00/100 dollars (\$3,300,000.00) to be paid by Defendant under the terms of this Settlement.

(oo) “Settlement Website” is the website maintained by the Settlement Administrator that will have links to the material documents filed in this action, including a copy of the Long Form Notice. The website shall remain in operation from the date Notice is first sent and for 120 days after the Effective Date. The website’s address shall be [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

(pp) “Uncollected Fees” shall mean any APSN Fees Multiple NSF Fees, Overdraft Transfer Fees or Phantom Transaction Fees that were assessed but were not paid because they were charged off, which is estimated to be approximately one million eight hundred thousand and 00/100 dollars (\$1,800,000.00).

(qq) “Value of the Settlement” shall mean the Settlement Fund plus the Uncollected Fees, which is estimated to be five million one hundred thousand dollars and 00/100 dollars (\$5,100,000.00).

**2. CLASS ACTION SETTLEMENT.** Plaintiff shall propose and recommend to the Court that the APSN Fees, Multiple NSF Class, Overdraft Transfer Class and Phantom Transaction Class shall be certified for purposes of implementing the terms of the Settlement provided for in this Agreement. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this Action shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to and to not maintaining this Action as a class action. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

**3. FORGIVENESS OF UNCOLLECTED FEES.** Defendant shall forgive, waive and write off all Uncollected Fees within 120 days of the Effective Date.

**4. PRELIMINARY SETTLEMENT APPROVAL.** Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval Order. The Preliminary Approval Order shall provide for: Preliminary Approval of this settlement, provisional certification of the Class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified Class, and the requirement that the Notice be given to the Class Members as provided in Section 5 below (or as otherwise determined by the Court).

**5. NOTICE TO THE SETTLEMENT CLASS.**

(a) The Settlement Administrator shall send the Email Notice and Postcard Notice, as applicable, to all Class Members as specified by the Court in the Preliminary Approval Order.

(b) For those Class Members who are current customers of Defendant and have agreed to receive notices regarding their accounts from Defendant electronically, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for these Class Members. The Settlement Administrator shall email the Email Notice to each such Class Member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for Class Members, update its database with these emails, and resend the Email Notice. The Email Notice shall inform Class Members how they may request a copy of the Long Form Notice.

(c) For those Class Members who are not current customers of Defendant or who have not agreed to receive electronic notices regarding their accounts from Defendant, Postcard Notice shall be mailed to these Class Members by first class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for these Class Members. The Settlement Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address. For all mailed Postcard Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Postcard Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any notices that were not delivered by mail and/or email. A summary report of the Notices shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notices shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement and shall not be used for any other purposes.

(e) The Long Form Notice shall be available for review or download on the Settlement Website and available to be sent to Class Members by mail, upon request to the Settlement Administrator.

(f) The Email Notice, Postcard Notice and Long Form Notice shall be in forms approved by the Court and, substantially similar to the notice forms attached hereto as Exhibits 1 and 2. The Parties may by mutual written consent make non-substantive changes to the notices without Court approval.



(g) All costs associated with publishing, mailing and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Settlement Administrator's fees and costs shall be paid out of the Settlement Fund.

**6. MOTION FOR FINAL APPROVAL.** Before the Final Approval Hearing, Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

**7. MOTION FOR FEES, COSTS, AND SERVICE AWARD.** No later than fifteen (15) days before the Bar Date to Object, Class Counsel shall file a Motion for Fees, Costs, and Service Award. The Motion for Fees, Costs and Service Award shall also be posted to the Settlement Website.

**8. ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

**9. THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) Payments to Settlement Class Members. Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall transfer the Settlement Fund to the Settlement Administrator. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) amounts awarded to Class Counsel for fees and litigation costs; (b) any Service Award payment to the Class Representatives; (c) costs associated with administering the Notice; and (d) any fees paid to the Settlement Administrator and Fee Expert for services rendered in connection with the administration process. Defendant shall not make any additional or further contributions to the Settlement Fund, even if the total amount of all alleged improper fees charged to the Settlement Class Members exceeds the value of the Net Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement is terminated by either party for any reason, including pursuant to Section 15, below, the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator and Fee Expert or due and owing to the Settlement Administrator or Fee Expert in connection with the Settlement provided for herein, shall be refunded to Defendant within seven (7) days.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

(i) Plaintiffs' Fees and Costs. Plaintiffs' reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund

within five (5) days after entry of the Final Approval Order. Should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendant; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court. Defendant will not object to any request for fees up to one-third of the Value of the Settlement, plus reasonable expenses.

(ii) Service Awards. Plaintiffs' Service Awards, as determined and approved by the Court, shall be paid from the Settlement Fund. Plaintiffs' Service Award shall be paid within thirty (30) days after the Effective Date. Defendant will not object to any request for services awards of up to \$10,000 per Plaintiff.

(iii) Settlement Administrator's and Fee Expert's Fees. The Settlement Administrator's and the Fee Expert's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid within ten (10) days after the Effective Date.

(iv) Payments to Settlement Class Members. As for the APSN Fees, Multiple NSF Class, Phantom Transaction Class and Overdraft Transfer Class, Defendant will provide the Fee Expert available information to calculate the amounts to be paid to each Settlement Class Member owed a APSN Fees, Multiple NSF Fee, Overdraft Transfer Fee and/or Phantom Transfer Fee under this Settlement. Thereafter, the Fee Expert will provide the Settlement Administrator with the name, address, account information, and amount of the APSN Fees, Multiple NSF Fee, Overdraft Transfer Fee and/or Phantom Transfer Fee owed to each Settlement Class Member in the APSN Fees, Multiple NSF Fee Class, Overdraft Transfer Class and Phantom Transfer Class respectively. Some Settlement Class Members may be in the APSN Fees, Multiple Fee Class, Overdraft Transfer Class and Phantom Transfer Class and entitled to a payment from each. The Net Settlement Fund will then be distributed pro rata based on the amount of applicable fees paid by Settlement Class Members as follows: (a) Defendant will credit the pro rata amount to the account of each Settlement Class Member currently a customer of the Defendant; and (b) the Settlement Administrator will mail within 60 days of the Effective Date a check for the applicable pro rata amount to the last known address of each former customer of Defendant (or for any Settlement Class Member whose amount under subsection (a) was not successfully deposited). Checks shall have an initial stale date of 120 days. Upon request, or if any check is returned as undeliverable, the Settlement Administrator may reissue the check so long as the stale date provided on the check does not exceed 200 days from the Effective Date.

(v) In no event shall any portion of the Settlement Fund revert to Defendant.

## **10. THE SETTLEMENT ADMINISTRATOR.**

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall

include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own costs, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which it may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be subject to any protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement. Any Class Member data received by Class Counsel shall be strictly confidential and secured by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(d) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Settlement Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. Such information shall be used only for purposes of the implementation of this Agreement. Any Class Member data received shall be strictly confidential and secured by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

**11. CY PRES PAYMENT.** Within three hundred sixty days (360) days after the Effective Date, Class Counsel will submit a Final Report to the Court of the total amount of uncashed, undeliverable, and/or otherwise unclaimed checks and residual amounts held by the Settlement Administrator. Subject to Court approval, within thirty (30) days after the Final Report, the total amount of uncashed, undeliverable, and/or otherwise unclaimed checks and residential amounts held by the Settlement at the time of the Final Report, shall be paid as follows: (1) subject to the requirements of Indiana Rule of Trial Procedure 23(F)(2), fifty percent (50%) to the United Way of Allen County and fifty percent (50%) to the Indiana Bar Foundation to support the activities and programs of the Indiana Pro Bono Commission and its *pro bono* districts, or such other beneficiary as the Parties and the Court shall agree at the time of the Final Approval Order.

**12. OPT-OUTS.**

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt-Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Settlement and shall be signed and dated.

(b) The Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) days' notice.

**13. OBJECTIONS.**

(a) Any Settlement Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing, and sent by first class mail, postage pre-paid to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number, the last four digits of his or her member number or former member number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

(c) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

**14. RELEASE.**

(a) Except as to the rights and obligations provided for under the terms of this Agreement, Plaintiffs and the Settlement Class Members, in consideration for the promises and covenants described in this Agreement, and on behalf of themselves, their heirs, guardians, assigns, executors, administrators, predecessors and/or successors, fully, finally and forever discharge Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries,

divisions, employees, affiliates, assigns, officers, directors, members, representatives, attorneys, insurers and agents (collectively, the “Defendant Releasees”) from – and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of any class, or on behalf of any other person or entity - any and all manner of claims, actions, causes of action, suits, rights, losses, fees, charges, complaints, claims, debts, sums of money, payments, liabilities, demands, obligations, costs, expenses, reckonings, contracts, agreements, executions, promises, damages, liens, judgments and demands, of whatever kind, type, nature, character, and description whatsoever, both at law or in equity, whether past, present or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or noncontingent, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, or any other source, that Plaintiff or the Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Defendant Releasees in any court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to the claims which were or could have been alleged in the Action relating to the assessment or amount of APSN Fees, Multiple NSF Fees, Overdraft Transfer Fees or Phantom Transaction Fees collected by the Defendant during the Class Period.

(b) Except as to the rights and obligations provided for under the terms of this Agreement, Defendant releases all claims of any kind or nature that have been or could have been asserted against the Plaintiffs, any Settlement Class Member, or Class Counsel relating to the Multiple NSF Fees, APSN Fees, Overdraft Transfer Fees or Phantom Transaction Fees during the Class Period, or the filing or prosecution of any lawsuit relating to such claims.

## **15. CONDITIONS TO SETTLEMENT.**

(a) This Settlement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 4 above;

(ii) The Court has entered the Final Approval Order as required by Sections 6 above, and all objections, if any, to such Final Approval Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 15(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the sole option to terminate this Agreement if five percent (5%) or more of the Class Members opt-out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 15 within ten (10) business days after the Bar Date to Opt-Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 15(c) immediately above, or fails to become effective in accordance with Sections 15(a) and/or (b) immediately above, then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Settlement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

**16. REPRESENTATIONS.**

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Plaintiffs, individually and on behalf of the Settlement Class Members, represent that they have made such inquiry into the terms and conditions of this Settlement as they deem appropriate, and that by executing this Agreement, they, based on Class Counsel's advice, and their understanding of the case, believe the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Settlement Class Members.

(d) Plaintiffs represent that they have no knowledge of conflicts or other personal interests that would in any way impact their representation of the classes in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

**17. FURTHER ASSURANCES.** Each of the Parties hereto agrees to execute and deliver all such further documents consistent with this Settlement, and to take all such further actions consistent with this Settlement, as may be required in order to carry the provisions of this Settlement into effect, subject to Class Counsel's obligation to protect the interests of the Settlement Class.

**18. PUBLICITY.** The Parties and Class Counsel agree that they will not notify any member of the media regarding the terms and conditions of this Agreement and shall not issue a press release, or post or disseminate the terms of this Agreement on any social media or website, including Class Counsel's website. This section shall not prevent Defendant from disclosing such information to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys.

19. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Indiana without regard to the conflict laws thereof.

20. **TAXATION OF SETTLEMENT FUND.** Plaintiffs acknowledge that Defendant has no responsibility for any taxes due on the Settlement Fund, on earnings on the Settlement Fund, or on any amounts that Plaintiffs receive from the Settlement Fund. Nothing herein shall constitute an admission or representation that any such taxes will or will not be due.

21. **NO ORAL WAIVER OR MODIFICATION.** No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

22. **ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

23. **BINDING ON SUCCESSORS.** This Agreement shall inure to the benefit of, and shall bind, each of the Parties hereto and their successors.

24. **SEVERABILITY.** In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

26. **NOTIFICATION.** Any notice to be given to Class Counsel and/or Plaintiff shall be sent by email as follows:

Lynn A. Toops  
Vess A. Miller  
Lisa M. La Fornara  
COHEN & MALAD, LLP  
One Indiana Square  
Suite 1400  
Indianapolis  
Indianapolis, IN 46204

Ph: 317-636-6481  
Fax: 317-636-2593  
ltoops@cohenandmalad.com  
vmiller@cohenandmalad.com  
llaforvara@cohenandmalad.com

John Steinkamp  
JOHN STEINKAMP & ASSOCIATES  
5214 East Street, Suite D1  
Indianapolis, IN 46227  
Ph: (317) 780-8300  
Fax: (317) 217-1340  
john@johnsteinkampandassociates.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Libby Goodknight  
Kay Dee Baird  
KRIEG DEVAULT LLP  
One Indiana Square, Suite 2800  
Indianapolis, IN 46204  
Ph: (317) 636-4341  
Fax: (317) 636-1507  
lgoodknight@kdlegal.com  
kbaird@kdlegal.com

Mark J.R. Merke  
KRIEG DEVAULT LLP  
12800 N. Meridian Street, Suite 300  
Carmel, IN 46032  
Ph: (317) 566-1110  
Fax: (317) 636-1507  
mmerkle@kdlegal.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.



IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: December \_\_, 2023

Three Rivers Federal Credit Union

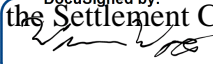
By: \_\_\_\_\_

Its: \_\_\_\_\_

12/12/2023

Dated: December \_\_, 2023

William Woods, individually and on behalf of the Settlement Class Members


DocuSigned by:  
  
91FE660A3DEB4DE...

\_\_\_\_\_  
William Woods

12/12/2023

Dated: December \_\_, 2023

Katerina Bobay, individually and on behalf of the Settlement Class Members

DocuSigned by:  
  
B2EC8951103845D...

\_\_\_\_\_  
Katerina Bobay

12/14/2023

Dated: December \_\_, 2023

David Bobay, individually and on behalf of the Settlement Class Members

DocuSigned by:  
  
26AFB88BD4641B...

\_\_\_\_\_  
David Bobay

**APPROVED AS TO FORM:**

Dated: December \_\_, 2023

KRIEG DEVAULT LLP

\_\_\_\_\_  
Kay Dee Baird  
Mark J. R. Merkle  
Libby Y. Goodknight  
Attorney for Defendant  
Three Rivers Federal Credit Union

12/12/2023

Dated: December \_\_, 2023

COHEN AND MALAD LLP and  
DocuSigned by:  
JOHN STEINKAMP & ASSOCIATES  
*Lynn Toops*  
D9B8B8938A374C0...

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Lynn A. Toops  
Lisa M. LaFornara  
Vess A. Miller  
John Steinkamp  
Attorneys for Plaintiffs  
David Bobay, Katerina Bobay and William Woods

## Exhibit 1 – Email/Postcard Notice

### COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You may be a member of the Settlement Class in an action pending in Allen County, Indiana Superior Court No. 1 and titled *William Woods, Katerina Woods and David Bobay v. Three Rivers Federal Credit Union*, in which plaintiffs William Woods, Katerina Bobay and David Bobay, allege that Defendant Three Rivers Federal Credit Union incorrectly assessed overdraft fees, overdraft transfer fees and insufficient funds fees between October 4, 2011, and September 30, 2023. If you are a Class Member and if the Settlement is approved, you may be entitled to receive a cash payment from the \$3,300,000.00 Settlement Fund, in the form of an account credit or check, or you may have certain overdraft fees forgiven (the estimated amount of which is \$1,800,000.00), all benefits established by the Settlement.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on [REDACTED], 2024. At that hearing, the Court will consider whether to grant Final Approval to the Settlement and whether to approve payment from the Settlement Fund of up to \$10,000 as Service Awards to the Plaintiffs for serving as the Class Representatives, up to one-third of the Value of the Settlement as attorneys' fees, reimbursement of Plaintiffs' litigation costs, settlement administration costs, and fee expert's fees, if any. If the Court grants Final Approval of the Settlement and you do not request to be excluded from the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your account if you are a current customer, a cash payment to you if you are no longer a customer, and/or to forgive certain overdraft fees, overdraft transfer fees or insufficient funds fees.

**To obtain a Long Form Notice with greater detail about the Settlement, and other important documents case related documents, please visit [www.\[REDACTED\].com](http://www.[REDACTED].com). Alternatively, you may call [REDACTED].**

*If you do not want to participate in this Settlement – you do not want to receive a credit, cash payment or the forgiveness of certain overdraft fees, overdraft transfer fees and insufficient fund fees and you do not want to be bound by any judgement entered in this case - you may exclude yourself by submitting an opt-out request postmarked no later than [REDACTED], 2024. If you exclude yourself, you will not receive a cash payment, account credit, and/or the forgiveness of certain overdraft fees, overdraft transfer fees or insufficient funds fees. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than [REDACTED], 2024. You may learn more about the opt-out and objection procedures by visiting [www.\[REDACTED\].com](http://www.[REDACTED].com) or by calling [REDACTED].*

## Exhibit 2

William Woods, Katerina Bobay and David Bobay  
v.  
Three Rivers Federal Credit Union

### NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY  
THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!**

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH THREE RIVERS FEDERAL CREDIT UNION AND YOU WERE CHARGED AN OVERDRAFT FEE, OVERDRAFT TRANSFER FEE OR INSUFFICIENT FUNDS FEE BETWEEN OCTOBER 4, 2011, AND SEPTEMBER 30, 2023, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT**

The Allen County, Indiana Superior Court No. 1  
has authorized this Notice; it is not a solicitation from a lawyer.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING</b>	If you do not do anything, you will receive a cash payment or account credit from the Settlement Fund or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees, provided you do not opt-out of or exclude yourself from the Settlement (described in the next
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	You can choose to exclude yourself from the Settlement or "opt-out." This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a cash payment, account credit or the forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees. If you exclude yourself from the Settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
<b>OBJECT TO THE SETTLEMENT</b>	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If your objection is overruled by the Court, then you will receive a cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, then the Settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

## **BASIC INFORMATION**

### **1. What is this lawsuit about?**

The lawsuit that is being settled is entitled *William Woods, Katerina Bobay and David Bobay v. Three Rivers Federal Credit Union* in the Superior Court for Allen County, Indiana, Cause No. 02D01-2112-PL-000521. The case is a “class action.” That means that the “Plaintiffs”, William Woods, Katerina Bobay and David Bobay, are individuals who are acting on behalf of current and former customers who were assessed certain overdraft fees certain overdraft transfer fees and insufficient funds fees between October 4, 2011, and September 30, 2023. The Plaintiffs have asserted claims for breach of the account agreement, including breach of the implied covenant of good faith and fair dealing, and violation of the Indiana Deceptive Consumer Sales Act.

Defendant does not deny it charged the fees the Plaintiffs are complaining about, but it contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Plaintiffs or any Class Member.

### **2. Why did I receive this Notice of this lawsuit?**

You received this Notice because Defendant’s records indicate that you were charged one or more of the fees that are the subject of this Action. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed Settlement and the options available to him or her before the Court decides whether to approve the Settlement.

### **3. Why did the Parties settle?**

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Plaintiffs’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Plaintiffs’ lawyers, known as Class Counsel, make this recommendation to the Plaintiffs. The Plaintiffs have the duty to act in the best interests of the Settlement Class as a whole and, in this case, it is their belief, as well as Class Counsel’s opinion, that this Settlement is in the best interest of all Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees that are being challenged in this case. Even if it was contractually wrong to assess these fees, there is uncertainty about whether the Plaintiffs’ claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Plaintiffs were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, Class Members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

### **WHO IS IN THE SETTLEMENT**

#### **4. How do I know if I am part of the Settlement?**

If you received this Notice, then Defendant's records indicate that you are a Class Member who is entitled to receive a cash payment, credit to your account, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees.

### **YOUR OPTIONS**

#### **5. What options do I have with respect to the Settlement?**

You have three options: (1) do nothing and you will receive a cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees, according to the terms of this Settlement; (2) exclude yourself from the settlement ("opt-out" of it); or (3) participate in the Settlement, but object to it. Each of these options is described in a separate section below.

#### **6. What are the critical deadlines?**

There is no deadline to receive a cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees. If you do nothing, then you will get your cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees, whichever circumstance is relevant to your situation.

The deadline for sending a letter to opt-out of the Settlement is \_\_\_\_\_, 2024.

The deadline to file an objection with the Court is also \_\_\_\_\_, 2024.

#### **7. How do I decide which option to choose?**

If you do not like the Settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire), and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting-out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement will not be approved and no cash payments, account credits, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the Settlement is approved, then you will still get your cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees.

If you want to participate in the Settlement, then you do not have to do anything; you will receive a cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees, if the Settlement is approved by the Court.

**8. What has to happen for the Settlement to be approved?**

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the Settlement, which is why you received this Notice. The Court will make a final decision regarding the Settlement at a “Fairness Hearing” or “Final Approval Hearing,” which is currently scheduled for \_\_\_\_\_, 2024.

**THE SETTLEMENT**

**9. How much is the Settlement?**

Defendant has agreed to create a cash Settlement Fund of \$3,300,000.00. In addition, Defendant has agreed to forgive certain uncollected overdraft fees, overdraft transfer fees or insufficient funds fees that were assessed but not paid from October 4, 2011, and September 30, 2023. The amount of these forgiven fees is approximately \$1,800,000.00.

As discussed separately below, attorneys’ fees, litigation costs, and the costs paid to a third-party Settlement Administrator and Fee Expert to administer the Settlement (including mailing and emailing Notices) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among the Settlement Class as described in the settlement agreement.

**10. How much of the Settlement fund will be used to pay for attorneys’ fees and costs?**

Class Counsel will request an attorney fee be awarded by the Court of up to one-third (1/3) of the Value of the Settlement. Class Counsel has also requested that it be reimbursed litigation costs incurred in prosecuting the case. The Court will decide the amount of the attorneys’ fees and costs based on a number of factors.

**11. How much of the Settlement Fund will be used to pay the Plaintiff a Service Award?**

Class Counsel will request that Plaintiffs each be paid a service award of \$\_\_\_\_\_ for their services as the Class Representatives in this Action. Any service award must be approved by the Court.

**12. How much of the Settlement Fund will be used to pay the Settlement Administrator’s and Fee Expert’s expenses?**

The Settlement Administrator’s and Fee Expert’s expenses are expected to be approximately \$\_\_\_\_\_.

**13. How much will my cash payment, account credit, or uncollected fee forgiveness be?**

The balance of the Settlement Fund after attorneys’ fees and costs, the Service Awards and the Settlement Administrator’s and Fee Expert’s fees will be divided among all Settlement Class

Members in accordance with the formulas outlined in the Settlement Agreement. Current Members of Defendant will receive a credit to their accounts for the amount they are entitled to receive. Former customers of Defendant shall receive a check from the Settlement Administrator. Settlement Class Members with outstanding balances will receive credits for their uncollected overdraft, overdraft transfer fees or insufficient funds fees.

**14. Do I have to do anything if I want to participate in the Settlement?**

No. If this Notice is addressed to you, then you will be entitled to receive a cash payment, account credit, or forgiveness of uncollected overdraft fees overdraft, transfer fees or insufficient funds fees, whichever is applicable, without having to make a claim, unless you choose to exclude yourself from the Settlement, or “opt-out.”

**15. When will I receive my cash payment, account credit, or forgiveness of Uncollected Overdraft Fees?**

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2024, at \_\_\_\_\_AM/PM to consider whether the Settlement should be approved. If the Court approves the settlement, then payments should be made or credits should be issued within about 60 days after the Effective Date of the Settlement. However, if someone objects to the Settlement, and the objection is sustained, then there is no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**16. How do I exclude myself from the settlement?**

If you do not want to receive a cash payment, account credit, or the forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt-out.”

To opt-out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *William Woods, Katerina Bobay, and David Bobay v. Three Rivers Federal Credit Union* class action. Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt-out request must be postmarked by \_\_\_\_\_, 2024, and sent to:

William Woods, Katerina Bobay, and David Bobay v. Three Rivers Federal Credit Union

Attn:

**ADDRESS OF THE SETTLEMENT ADMINISTRATOR**

**17. What happens if I opt-out of the Settlement?**



If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment from this Settlement.

**18. If I exclude myself, can I obtain a cash payment, account credit, or forgiveness of uncollected overdraft, overdraft transfer fees and insufficient funds fees?**

No. If you exclude yourself, you will not be entitled to cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees and insufficient funds fees.

**OBJECTING TO THE SETTLEMENT**

**19. How do I notify the Court that I do not like the Settlement?**

You can object to the Settlement or any part of it that you do not like, **IF** you do not exclude yourself, or opt-out, from the settlement. (Class Members who exclude themselves from the Settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document to the Settlement Administrator at the address below. Your objection should say that you are a Class Member, that you object to the Settlement, and the factual and legal reasons why you object, and whether you intend to appear at the Final Approval Hearing. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature.

All objections must be post-marked no later than \_\_\_\_\_, 2024, and must be mailed to the Settlement Administrator as follows:

William Woods, Katerina Bobay, and David Bobay v.  
Three Rivers Federal Credit Union  
Attn:

**ADDRESS OF THE SETTLEMENT ADMINISTRATOR**

**20. What is the difference between objecting and requesting exclusion from the Settlement?**

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. You can object only if you do not opt out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees if the Settlement is approved, but you will release claims you might have against Defendant. Excluding yourself or opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a cash payment, account credit, or forgiveness of uncollected overdraft fees, overdraft transfer fees or insufficient funds fees or release claims you might have against Defendant for the claims alleged in this lawsuit.

**21. What happens if I object to the Settlement?**

If the Court sustains your objection, or the objection of any other Class Member, then there is no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

### **THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval or Fairness Hearing at \_\_\_\_\_, 2024, at \_\_\_\_\_ AM/PM at Superior Court No. 1, Allen County, Indiana, which is located at 715 S. Calhoun Street, Fort Wayne, Indiana 46802. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs. The hearing may be held virtually, depending on current COVID-19 restrictions, in which case the Settlement Website may provide information about how the hearing will be accessible.

#### **23. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you object to the Settlement you may attend, but the Court will consider your objection regardless.

#### **24. May I speak at the Final Approval Hearing?**

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 19, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

### **THE LAWYERS REPRESENTING YOU**

#### **25. Do I have a lawyer in this case?**

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Settlement Class Members.

#### **26. Do I have to pay the lawyers for accomplishing this result?**

No. Class Counsel will be paid directly from the Settlement Fund in whatever amount the Court approves.

#### **27. Who determines what the attorneys' fees will be?**

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the Settlement Website.

**GETTING MORE INFORMATION**

This Notice only summarizes the proposed settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at the \_\_\_\_\_.

For additional information about the Settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

William Woods, Katerina Bobay, and David Bobay v. Three Rivers Federal Credit Union  
Attn:

**ADDRESS OF THE SETTLEMENT ADMINISTRATOR**

For more information you also can contact Class Counsel as follows:

Lynn A. Toops  
Vess A. Miller  
Lisa M. La Fornara  
COHEN & MALAD, LLP  
One Indiana Square  
Suite 1400  
Indianapolis, IN 46204  
Ph: 317-636-6481  
Fax: 317-636-2593  
ltoops@cohenandmalad.com  
vmiller@cohenandmalad.com  
llaforanara@cohenandmalad.com

John Steinkamp  
JOHN STEINKAMP & ASSOCIATES  
5214 East Street, Suite D1  
Indianapolis, IN 46227  
Ph: 317-780-8300  
Fax: 317-217-1340  
john@johnsteinkampandassociates.com

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***