

**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 box).
<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 Notice of this lawsuit?**

You received 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 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 April 19, 2024.

The deadline to file an objection with the Court is also April 19, 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 Notice. The Court will make a final decision regarding the Settlement at a “Fairness Hearing” or “Final Approval Hearing,” which is currently scheduled for May 13, 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 between 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 attorneys' fees 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 Plaintiffs Service Awards?**

Class Counsel will request that Plaintiffs each be paid a Service Award of \$10,000.00 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 \$61,881.00.

**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 fees, overdraft transfer fees or insufficient funds fees.

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

No. If the email or postcard 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 May 13, 2024, at 2:00 p.m. 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 stating that you want to be excluded. Your letter can simply state "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 April 19, 2024, and sent to:

*Woods & Bobay v. Three Rivers Federal Credit Union* Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

**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 fees, 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 state that you are a Class Member, that you object to the Settlement, give the factual and legal reasons why you object, and indicate 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 postmarked no later than April 19, 2024, and must be mailed to the Settlement Administrator as follows:

*Woods & Bobay v. Three Rivers Federal Credit Union* Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

**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 on May 13, 2024, at 2:00 p.m. 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 [www.WoodsFeeSettlement.com](http://www.WoodsFeeSettlement.com).

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:

*Woods & Bobay v. Three Rivers Federal Credit Union* Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

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  
llaforara@cohenandmalad.com

John Steinkamp  
JOHN STEINKAMP & ASSOCIATES  
5214 East Street, Suite D1  
Indianapolis, IN 46227  
Ph.: (317) 780-8300  
Fax: (317) 217-1320  
john@johnsteinkampandassociates.com

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