

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

Tiffany Coleman-Weathersbee v. Michigan State University Federal Credit Union,
United States District Court for the Eastern District of Michigan, Southern Division
Case No. 19-cv-11674

PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiff Tiffany Coleman-Weathersbee (“Named Plaintiff”) and all those on whose behalf she is prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendant Michigan State University Federal Credit Union (“Defendant”), on the other hand, as of the date executed below. All references in this Agreement to a “party” or the “parties” shall refer to a party or the parties to this Agreement.

RECITALS

A. On June 6, 2019, Named Plaintiff filed a putative class action complaint in the United States District Court for the Eastern District of Michigan entitled *Coleman-Weathersbee v. Michigan State University Federal Credit Union*, USDC Case No. 5:19-cv-11674-JEL-DRG, alleging claims for breach of the opt-in contract, breach of the Account Agreement, breach of the implied covenant of good faith and fair dealing, unjust enrichment/restitution, money had and received, and violations of the Electronic Fund Transfers Act and implementing regulations.

B. On August 26, 2019, Defendant filed a Motion to Dismiss.

C. On September 17, 2019, Plaintiff filed her Response to Defendant’s Motion to Dismiss.

D. On December 9, 2019, the parties participated in a mediation before the Honorable Gerald E. Rosen (Ret.). The mediation resulted in a Mediator’s Proposal, which both parties accepted.

E. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the 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 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 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.

F. Named Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

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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) “Bar Date to Object” shall be the date set by the Court as the deadline for Class Members to file an Objection, and shall be approximately fifteen (15) days after the filing of the Motion for Final Approval.
- (b) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out. The Bar Date shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.
- (c) “Claim Form” shall mean the form sent to Class Members along with the Notice (defined below) for purposes of submitting claims in the form attached as Exhibit 1.
- (d) “Claims Administrator” shall mean the entity that will provide the notice and other administrative handling this Settlement Agreement. Class Counsel shall request bids from at least two separate claims administrators and the one providing the lowest bid shall be selected.
- (e) “Class Counsel” shall mean Richard D. McCune of McCune Wright Arevalo, LLP, and Taras Kick of The Kick Law Firm, APC.
- (f) “Class Member” shall mean any member of Defendant who is in either the Sufficient Funds Class, the Pre-Litigation Regulation E Class, the Post-Litigation Regulation E Class, or the Multiple NSF Fees on a Single Item Class.
- (g) “Complaint” shall mean the Complaint filed in this case on June 6, 2019.
- (h) “Court” shall mean the United States District Court for the Eastern District of Michigan.
- (i) “Defendant’s Counsel” shall mean Scott A. Chernich of Foster, Swift, Collins & Smith, P.C. and Stuart M. Richter and Andrew J. Demko of Katten Muchin Rosenman LLP.
- (j) “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.
- (k) “Email Notice” shall mean a short form of the Notice that shall be sent by email to Class Members who receive notice by email.

- (l) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.
- (m) “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 Agreement.
- (n) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.
- (o) “Final Report” shall mean the report prepared by the Claims Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 14, below.
- (p) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 11, below.
- (q) “Multiple NSF Fees on a Single Item Class” shall mean those members of Defendant who, from and including June 6, 2013 through December 9, 2019, were assessed more than one NSF fee on a single payment transaction that was not refunded.
- (r) “Multiple NSF Fees” shall mean overdraft or non-sufficient funds fees that were assessed and paid for ACH and check transactions that were re-submitted by merchants after being declined.
- (s) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs, the costs of Notice, and any fees paid to the Claims Administrator.
- (t) “Notice” shall mean the notice to Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval/Notice Order (defined below) and shall refer to the form of Notices attached hereto as Exhibit 1.
- (u) “Pre-Litigation Regulation E Class” shall mean those members of Defendant who, from and including June 6, 2013 through June 5, 2019, were assessed and paid an overdraft fee on a debit card or ATM transaction that was not refunded.
- (v) “Preliminary Approval/Notice 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 9 and 10, below.
- (w) “Post-Litigation Regulation E Class” shall mean those members of Defendant who, from and including June 6, 2019 through December 11, 2019, were assessed and paid an overdraft fee on a debit card or ATM transaction that was not refunded.
- (x) “Post-Resolution Regulation E Class Charges” shall mean overdraft charges paid on a Regulation E transaction or after December 12, 2019, and before the member on whom such charge is assessed has opted in to the Regulation E overdraft program under the revised Opt-In Agreement sent in December 2019 per Section 3 of this Settlement Agreement.

(y) “Post-Resolution Regulation E Class Member” shall mean all those on whom a “Post-Resolution Regulation E Class Charge” was assessed.

(z) “Regulation E Overdraft Charges” shall mean overdraft fees that were paid by the Pre-Litigation and Post-Litigation Regulation E Class members.

(aa) “Settlement Fund” shall mean the five million two hundred and one thousand ninety six dollars (\$5,201,096.00), plus any accrued interest, to be paid by Defendant under the terms of this Agreement.

(bb) “Sufficient Funds Class” shall mean those members of Defendant who, between June 6, 2013 and December 9, 2019, were assessed and paid an overdraft fee on a Sufficient Funds Damage Transaction that was not refunded.

(cc) “Sufficient Funds Damage Transaction” shall mean a transaction that expert Arthur Olsen has determined was the subject of an overdraft fee when the account had a positive ledger balance (including \$0.00) following posting of the transaction which was not refunded.

(dd) “Uncollected Overdraft Fees” shall mean any Regulation E Overdraft Charges, Sufficient Funds Damage Transactions and Multiple NSF Fees that were assessed on members of the Sufficient Funds Class, the Multiple NSF Fees on a Single Item Class, the Pre-Litigation Regulation E Class and the Post-Litigation Regulation E Class but were not paid.

(ee) “Value of the Settlement” shall mean the Settlement Fund plus the value of the Changes to Defendant’s Practices, Refund of Overdraft Fees, and Forgiveness of Uncollected Overdraft Fees.

2. **CHANGES IN ACCOUNT DISCLOSURES.** Effective December 10, 2019, Defendant changed its member agreement and other disclosures to more clearly disclose its overdraft practices, including defining available balance, describing the impact of holds on available balance and the possibility of Multiple NSF Fees. Defendant has implemented processes to provide the revised member agreement and disclosures to new and existing members.

3. **CHANGES TO DEFENDANT’S PRACTICES.** Effective December 12, 2019, Defendant ceased assessing overdraft fees on non-recurring debit card transactions and ATM withdrawals for consumer accounts and shall continue to do so until such time as Defendant obtains new opt-ins from consumer members in compliance with Regulation E and Regulation DD. On or before December 31, 2019, Defendant shall provide a revised Opt-In form to all members who are opted in to overdraft protection under Regulation E as of that date. Defendant shall provide all such members with the opportunity to opt in to Defendant’s Courtesy Pay for Debit overdraft service in accordance with Regulation E. Those members who do not opt in on or before January 31, 2020 shall be excluded from the Courtesy Pay for Debit service.

4. **REFUND OF OVERDRAFT FEES.** To the extent Defendant assessed and was paid any overdraft fees for non-recurring debit card transactions or ATM withdrawals from December 12, 2019, until Defendant can discontinue charging overdraft fees on non-recurring debit card transactions for consumer accounts, Defendant shall refund all such fees charged to any member’s account until such time as they opt in under the revised Opt-In form set forth in Section 3

of this Settlement Agreement. To the extent such fees were assessed but not paid, Defendant shall forgive and shall not attempt to collect such fees.

5. **FORGIVENESS OF UNCOLLECTED OVERDRAFT FEES.** Defendant shall forgive all Uncollected Overdraft Fees as defined in paragraph 1(dd).

6. **CLOSURE OF NAMED PLAINTIFF'S ACCOUNTS.** Within thirty (30) days after the Effective Date, Plaintiff shall terminate her membership with Defendant and shall close any personal bank accounts, owned individually or jointly, that Named Plaintiff has at that time. Named Plaintiff shall not apply for any new accounts with Defendant, either individually, jointly or as a co-party. Named Plaintiff may keep her childrens' certificate of deposit accounts with Defendant through maturity, but may not open any new banking products for the children. This term as with all terms, is subject to approval by the Court.

7. **FORGIVENESS OF NAMED PLAINTIFF'S LOANS.** As of the Effective Date, Defendant shall forgive and discharge the balance on any outstanding loans Named Plaintiff has with Defendant. For purposes of credit reporting, Defendant shall indicate the loans have been paid off. This is subject to review and approval by the Court, and is being presented in lieu of an additional or different service award to be approved by the Court.

8. **CLASS ACTION SETTLEMENT.** Plaintiff shall propose and recommend to the Court that settlement classes be certified, which classes shall be comprised of the Class Members. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case 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 maintaining this case 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.

9. **PRELIMINARY SETTLEMENT APPROVAL.** Class Counsel shall use reasonable efforts to file a motion seeking a Preliminary Approval/Notice Order by January 31, 2020. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of each class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified classes, and the requirement that the Notice be given to the Class Members as provided in Section 10, below (or as otherwise determined by the Court).

10. **NOTICE TO THE CLASSES.**

(a) The Claims Administrator shall send the Notice to all Class Members as specified by the Court in the Preliminary Approval/Notice Order.

(b) For those Class Members who are current members of Defendant and have agreed to receive notices regarding their accounts from Defendant electronically, Defendant shall provide the Claims Administrator with the most recent email addresses it has for these Class Members. The Claims Administrator shall email an 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 Claims 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 Notice. The Email Notice shall inform Class Members how they may request a copy of the Notice.

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

(d) The Notice shall also be posted on a settlement website created by the Claims Administrator.

(e) The Claims 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 Notice 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 Claims Administrator regarding the Notice 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.

(f) The Notice shall be in a form approved by the Court and, substantially similar to the notice form attached hereto as Exhibit 1. The parties may by mutual written consent make non-substantive changes to the Notice 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 Claims Administrator's fees and costs shall be paid out of the Settlement Fund.

11. MOTION FOR FINAL APPROVAL. Within a reasonable time after the Bar Date to Opt Out, and provided the conditions in Section 20, below, are satisfied, Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

12. 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.

13. THE SETTLEMENT FUND AND DISTRIBUTION.

(a) Payments to Class Members. Within ten (10) days after entry of the Preliminary Approval/Notice Order, Defendant shall transfer the Settlement Fund to the Claims Administrator, less the total amount that will be credited to Class Members by Defendant, as provided in subsection 13(d)(iv), below. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsels' fees and costs; (b) any service award payment to the Named Plaintiff; (c) costs associated with administering the Notice in accordance with Section 10, above; and (d) any fees paid to the Claims Administrator 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 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 20, below, the portion of the Settlement Fund paid to the Claims Administrator (including accrued interest, if any) less expenses actually incurred by the Claims Administrator or due and owing to the Claims Administrator in connection with the settlement provided for herein, shall be refunded to Defendant within two (2) business days.

(b) All funds held by the Claims 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 Claims 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 ten (10) days after entry of the Final Approval Order. Class Counsel shall apply for an award of attorneys' fees of up to one-third (33-1/3%) of the Value of the Settlement, plus reimbursement of reasonable litigation costs, to be approved by the court. Defendant agrees not to oppose an application for attorneys' fees of up to one-third (33-1/3%) of the Value of the Settlement, but reserves the right to oppose an application for fees in excess of that amount. 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.

(ii) Service Award. Named Plaintiff agrees not to seek a service award beyond that set forth in Section 7 of this Settlement Agreement regarding the forgiveness of the loans, and this is subject to Court approval.

(iii) Claims Administrator's Fees. The Claims Administrator'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 Class Members. Of the \$5,201,096 Settlement Fund, \$2,500,000 (48.07%) is allocated to the Sufficient Funds Class, \$500,000 (9.61%) is allocated to the Multiple NSF Fees on a Single Item Class, \$1,451,096 (27.9%) is allocated to the Pre-Litigation Regulation E Class, and \$750,000 (14.42%) is allocated to the Post-Litigation Regulation E Class. Based on this allocation, payments from the “Net Settlement Fund” to the Class Members shall be calculated as follows:

(1) Members of the Sufficient Funds Class shall be paid per incurred Sufficient Funds Overdraft Charge calculated as follows:

$(0.4807 \text{ of the Net Settlement Fund/Total Sufficient Funds Overdraft Charges}) \times \text{Total number of Sufficient Funds Overdrafts charged to and paid by each Sufficient Funds Class Member} = \text{Individual Payment.}$

(2) Members of the Multiple NSF Fees on a Single Item Class shall be paid per Multiple NSF Fee calculated as follows:

$(0.0961 \text{ of the Net Settlement Fund/Total NSF Fees assessed on a single item within 10 days of receiving the initial NSF fee on the item}) \times \text{Total number of Multiple NSF Fees on a Single Item charged to and paid by each Multiple NSF Fees on a Single Item Class Member} = \text{Individual Payment.}$

(3) Members of the Pre-Litigation Regulation E Class who incurred Regulation E Overdraft Charges shall be entitled to make a claim for a refund of up to 25 such fees from that portion of the Net Settlement Fund allocated to the Pre-Litigation Regulation E Class (27.9%) and shall be provided a Claim Form with the Notice. The Claim Form shall indicate the number and amount of Regulation E Overdraft Charges assessed against each such member’s accounts. To the extent the 27.9% of the Net Settlement Fund allocated to pay Pre-Litigation Regulation E Overdraft Charges is not sufficient to make full payment for all such claims made, the money shall be distributed on a *pro rata* basis. If the total amount of Pre-Litigation Regulation E Overdraft Charges claimed through the claims process is less than the net amount allocated, the excess shall be paid to all members of the Pre-Litigation Regulation E Class according to the same formula but without a cap of 25 such fees. The formula for this class is:

$(0.2790 \text{ of the Net Settlement Fund/Total Pre-Litigation Regulation E Overdraft Charges}) \times \text{Total number of Pre-Litigation Regulation E Overdraft Charges assessed on and paid by each Pre-Litigation Regulation E Class Member} = \text{Individual Payment.}$ This is subject to an initial cap of 25 valid claimed fees per class member who submits a claim, and then if the funds in this class are not exhausted, the balance is distributed pro-rata to all who made a claim.

(4) Members of the Post-Litigation Regulation E Class who incurred Regulation E Overdraft Charges shall be Class shall be paid per incurred Regulation E Overdraft charge as follows:

$(0.1442 \text{ of the Net Settlement Fund/Total Post-Litigation Regulation E Overdraft Charges}) \times \text{Total number of Regulation E Overdrafts charged to and paid by each member of the Post-Litigation Regulation E Class} = \text{Individual Payment.}$

(5) Members of the Post-Resolution Regulation E Class shall be refunded all Regulation E overdraft fees assessed on them from December 12, 2019 until such time as they have opted-in to the revised Opt-In form as set forth in Section 3 of this Settlement Agreement, less proportionate deduction for litigation costs, attorneys' fees, administration costs from the fees. Defendant will provide at least ten days before the due date to file the Motion for Final Approval reasonable data to Arthur Olsen to verify the dollar amount of these fees.

(6) Class Members who were not assessed a Pre-Litigation Regulation E Overdraft Charge shall not receive a Claim Form.

(7) Because members of the Sufficient Funds Class may also be members of the Pre-Litigation Regulation E Class, Post-Litigation Regulation E Class, or Multiple NSF Fees on a Single Item Class, there may be circumstances where eligible Overdraft Fees which are Sufficient Funds Overdraft Charges will also be Regulation E Overdraft Charges or Multiple NSF Fees on a Single Transaction Charges. To prevent Class Members from recovering more than the fees they paid, Class Members shall not be entitled to recover more than \$30 per fee. Thus, if a Class Member was charged \$30 for an Eligible Overdraft Fee which is a Regulation E Overdraft Charge and is also a Sufficient Funds Overdraft Charge, then that member shall only be entitled to recover at most \$30 for that fee. The amount payable to a class member in excess of \$30 shall be distributed to the other Class Members in the applicable classes, pro rata.

(8) Payments to individual class members ("Individual Payments") shall be made no later than ten (10) days after the Effective Date, as follows:

For those Class Members who are members of Defendant at the time of the distribution of the Net Settlement Fund, a credit in the amount of the Individual Payment they are entitled to receive shall be applied to the account that was assessed Regulation E Overdraft Charges, Sufficient Funds Damage Transactions and/or Multiple NSF Fees. If that account is no longer active, then a credit may be made to any checking or savings account they are then maintaining at Defendant that is held by them individually.

(9) For those Class Members who are not members of Defendant at the time of the distribution of the Net Settlement Fund or at that time do not have an individual account, they shall be sent a check by the Claims Administrator at the address used to provide the Notice, or at such other address as designated by the Class Member. The Class Member shall have one-hundred eighty (180) days to negotiate the check. Any checks uncashed after one-hundred eighty (180) days shall be distributed pursuant to Section 16.

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

14. FINAL REPORT TO THE COURT. Within two hundred (200) days after the Effective Date (or such other date set by the Court), Class Counsel shall submit to the Court a Final Report, setting forth: (a) the amounts paid to Class Members by the Claims Administrator, (b) Any checks not cashed or returned; (c) the efforts undertaken to follow up on uncashed and/or returned checks; (d) the total amount of money unpaid to Class Members; and (e) the total amount of credits issued to Class Members by Defendant. Defendant shall provide a declaration under penalty of perjury

setting forth the amount of the credits issued to Class Members. Class Counsel shall be entitled to verify credits by confidential review of a reasonable sample of Class Member account statements.

15. THE CLAIMS ADMINISTRATOR.

(a) The Claims Administrator shall execute a retainer agreement that shall provide, among other things, that the Claims 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 Claims 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 Claims Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Claims Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Claims 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 Defendants Counsel, or either of them, at their own cost, shall receive a complete copy of the Claims Administrator's records, together with a declaration establishing completeness and authenticity, which they 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 the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

(d) The Claims 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, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) Claims Administrator shall provide the data in its claims 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.

(f) Within one hundred ninety (190) days after the Effective Date or such other date as required by the Court, the Claims Administrator shall prepare a declaration setting forth the total payments issued to Class Members by the Claims Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Claims Administrator.

16. CY PRES PAYMENT. Subject to Court approval, within thirty (30) days after the Final Report, the total amount of uncashed checks, and residual amounts held by the Claims Administrator at the time of the Final Report, shall be paid by the Claims Administrator to a Cy Pres fund or funds that is/are appropriate for the case and agreed to by the parties.

17. **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 Claims 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 Agreement, and shall be signed and dated.

(b) The Claims 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 Claims Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Claims Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) court days' written notice.

18. **OBJECTIONS.**

(a) Any 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 Claims 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.

19. **GENERAL RELEASE.** Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of herself and each of the Class Members, hereby releases and forever discharges Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or

contingent, which Named Plaintiff and the Class Members who do not opt out now have, own or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Complaint.

20. CONDITIONS TO SETTLEMENT.

(a) This Agreement 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 9 above;

(ii) The Court has entered the Final Approval Order as required by Sections 11 and 12 above, and all objections, if any, to such 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 20(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the 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 20 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 20(c) immediately above, or fails to become effective in accordance with Sections 20(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 Agreement 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*.

21. 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 Named Plaintiff, on behalf of the Class Members, represents that she has made such inquiry into the terms and conditions of this Agreement as she deems appropriate, and that by executing this Agreement, she, based on Class Counsel's advice, and her understanding of the case,

believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiff represents that she has no knowledge of conflicts or other personal interests that would in any way impact her representation of the class 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.

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

23. **APPLICABLE LAW**. This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Michigan.

24. **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.

25. **ENTIRE AGREEMENT**. This Agreement, including the exhibit 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.

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

27. **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.

28. **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.

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

Richard D. McCune
McCune Wright Arevalo, LLP
3281 E. Guasti Road, Suite 100
Ontario, California 91761
Telephone: (909) 557-1250
rdm@mccunewright.com

- And —

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, California 90049
Telephone: (310) 395-2988
Taras@kicklawfirm.com

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

Stuart M. Richter
Andrew J. Demko
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, California 90067
Telephone: (310) 788-4400
stuart.richter@katten.com
andrew.demko@katten.com

- And -

Scott A. Chernich
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933
Telephone: (517) 371-8133
schernich@fosterswift.com

Any notice to the Claims Administrator shall be sent by email to the address of the claims administrator, which will be determined by the lowest bid for services.

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

Dated: January 31, 2020

Michigan State University Federal Credit Union, a federally chartered credit union

By: April M. Cohen

President and CEO

Its: _____

Dated: January __, 2020

Tiffany Coleman-Weathersbee, an individual on behalf of herself and those she represents

By: _____

Tiffany Coleman-Weathersbee

APPROVED AS TO FORM:

Dated: January __, 2020

KATTEN MUCHIN ROSENMAN LLP

Stuart M. Richter

Andrew J. Demko

FOSTER, SWIFT, COLLINS & SMITH, P.C.

Scott A. Chernich

By: _____

Stuart M. Richter

Attorneys for Defendant Michigan State University Federal Credit Union

Dated: January __, 2020

MCCUNE WRIGHT AREVALO, LLP

Richard D. McCune

THE KICK LAW FIRM

Taras Kick

By: _____

Richard McCune

Attorneys for Named Plaintiff Tiffany Coleman-Weathersbee

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

Dated: January __, 2020


Michigan State University Federal Credit Union, a federally chartered credit union

By: _____

Its: _____

Dated: January 31st, 2020

Tiffany Coleman-Weathersbee, an individual on behalf of herself and those she represents

By:  _____
Tiffany Coleman-Weathersbee

APPROVED AS TO FORM:

Dated: January 31, 2020

KATTEN MUCHIN ROSENMAN LLP
Stuart M. Richter
Andrew J. Demko

FOSTER, SWIFT, COLLINS & SMITH, P.C.
Scott A. Chernich

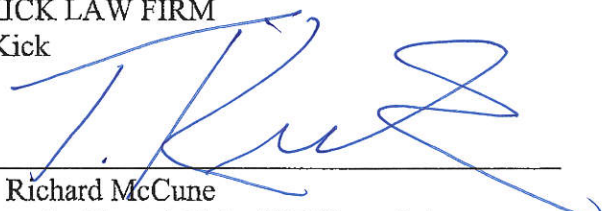
By:  _____
Stuart M. Richter

Attorneys for Defendant Michigan State University Federal Credit Union

Dated: January 31, 2020

MCCUNE WRIGHT AREVALO, LLP
Richard D. McCune

THE KICK LAW FIRM
Taras Kick

By:  _____
Richard McCune

Attorneys for Named Plaintiff Tiffany Coleman-Weathersbee

Exhibit 1

Tiffany Coleman-Weathersbee
v.
Michigan State University 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 MICHIGAN
STATE UNIVERSITY FEDERAL CREDIT UNION (“DEFENDANT”) AND
YOU WERE CHARGED AN OVERDRAFT OR NON-SUFFICIENT FUNDS
FEE BETWEEN JUNE 6, 2013 AND DECEMBER 9, 2019, THEN YOU
MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION
SETTLEMENT**

The District Court for the Eastern District of Michigan has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
MAKE A CLAIM	You may make a claim for up to 25 overdraft fees which were paid by you on a debit card or ATM transaction between June 6, 2013 and June 5, 2019, if there was no refund of the overdraft fee, regardless of the funds in your account. The number of such overdraft fees you may have incurred is shown on the Claim Form attached to this Notice. If you did not receive a Claim Form, then you have no eligible ATM or debit card fees of this type and therefore need not make a claim. As stated in the box below, you may still be entitled to a payment for other Overdraft Fees that do not require a claim to be made. If you are eligible to make a claim for ATM and debit card fees, then you should fill out and submit the Claim Form within thirty (30) days after receipt of this notice.

<p>DO NOTHING</p>	<p>Even if you do not make a claim, if you have incurred an Overdraft Fee on a debit card or ATM transaction after June 5, 2019; or, on a debit card or ATM transaction any check, ACH or other payment transaction while your ledger balance was sufficient to pay for the transaction or, more than one NSF fee for the same item between June 6, 2013 and December 9, 2019, you will receive a payment from the Settlement Fund so long as you do not opt out of or exclude yourself from the settlement (described in the next box). However, you may receive more if you receive a Claim Form and make a claim.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</p>	<p>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 payment. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>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 payment 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.</p>

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 *Tiffany Coleman-Weathersbee v. Michigan State University Federal Credit Union* in the United States District Court for the Eastern District of Michigan, Case No. 19-cv-11674. The case is a “class action.” That means that the “Named Plaintiff,” Tiffany Coleman-Weathersbee, is an individual who is acting on behalf of four groups. The first is all members of Defendant who were charged an overdraft fee for any payment transaction from June 6, 2013 through December 9, 2019, and at the time such fee was imposed, that person had sufficient funds in the ledger balance but not the available balance in his or her account to complete the transaction. The second group is all members of Defendant who were charged an overdraft fee on a debit card or ATM transaction from and including June 6, 2013 through June 5, 2019. The third group is all members of Defendant who were charged an overdraft fee on a debit card or ATM transaction from and including June 6, 2019 through January 31, 2020, or to the present if the person did not opt back in to the Regulation E overdraft program under the revised Opt-In form sent in December 2019. The fourth group is all members of Defendant who

were assessed more than one NSF fee on a single item, from and including June 6, 2013 through December 9, 2019. The persons in these groups are collectively called the "Class Members."

The Named Plaintiff claims Defendant improperly charged overdraft fees when members had enough money in the ledger balances but not the available balances of their checking accounts to cover a transaction, and also alleges Defendant did not properly opt members into its overdraft program for debit card payment transactions. The Complaint alleges claims for breach of the opt-in contract, breach of the Account Agreement, breach of the implied covenant of good faith and fair dealing, unjust enrichment/restitution, money had and received, and violation of the Electronic Fund Transfers Act and implementing regulations. The Named Plaintiff is seeking a refund of alleged improper overdraft fees charged to Class Member accounts. Defendant does not deny it charged overdraft fees but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant maintains that its practices were and now are proper and properly disclosed to its members, and therefore denies that its practices give rise to claims for damages by the Named Plaintiff 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 with one or more Eligible Overdraft Fees. 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 Named Plaintiff's 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, these lawyers, known as Class Counsel, make this recommendation to the Named Plaintiff. The Named Plaintiff has the duty to act in the best interests of the class as a whole and, in this case, it is her belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess overdraft fees when the ledger balance was sufficient to pay for a transaction, and even if it was, there is uncertainty about whether the claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiff 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, the 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 payment or credit to your account.

YOUR OPTIONS

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

You have four options: (1) file a claim with the claims administrator on the Claim Form attached to this Notice to recover for the Overdraft Fees you were charged for ATM and debit card transactions as listed on the Claims Form; (2) do nothing and you will receive a payment according to the terms of this settlement; (3) exclude yourself from the settlement ("opt out" of it); or (4) 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?

The deadline for sending a Claim Form to the Claims Administrator is _____. If you do nothing, you may nonetheless receive settlement funds; so long as you do not opt out or exclude yourself (described in Questions 16 through 18, below), a payment will be made to you, either by crediting your account if you are still a member of Defendant or by mailing a check to you at the last address on file with Defendant (or any other address you provide).

The deadline for sending a letter to exclude yourself from or opt out of the settlement is _____.

The deadline to file an objection with the Court is also _____.

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 payments 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 a payment.

If you want to participate in the settlement, and the Claim Form attached to this Notice indicates you were assessed Overdraft Fees for ATM withdrawals or one-time (non-recurring) debit card signature payments, then you should fill out the Claims Form and return it. See Question 25 below. If you did not receive a Claim Form with this Notice, then Defendant's records indicated you were not assessed the type of Overdraft Fees for ATM withdrawals or debit card payments that are reimbursable under the claims portion of the settlement. In that case, you need not do anything and

you will still receive a payment for other Overdraft Fees assessed when you had sufficient ledger balance in your account (so long as you do not opt out).

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 _____.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of \$5,201,096.00. In addition, Defendant has agreed to forgive certain overdraft fees that were assessed from June 6, 2013 to December 11, 2019, for those accounts that were closed with a negative balance. Further, Defendant has agreed to refund all Regulation E overdraft charges assessed on or after December 12, 2019, until such time as the credit union member has opted in to that overdraft program pursuant to the revised Opt-In form sent in December 2019.

As discussed separately below, attorneys’ fees, litigation costs, and the costs paid to a third-party Claims Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class Members based on the amount of eligible Overdraft Fees they paid. The formula for distributing the settlement is described in the settlement agreement.

10. How much of the settlement fund will be used to pay for attorney fees and costs?

Class Counsel will request an attorney fee be awarded by the Court of not more than one-third of the Value of the Settlement. Value of the Settlement includes the Settlement Fund, refunded Regulation E fees assessed on or after December 12, 2019, and the forgiven overdraft fees. Class Counsel has also requested that it be reimbursed approximately \$_____ in 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, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

11. How much of the settlement fund will be used to pay the Named Plaintiff a Service Award?

Class Counsel on behalf of the Named Plaintiff has requested a service award in this case equal in value to approximately \$14,674.

12. How much of the settlement fund will be used to pay the Class Administrator’s expenses?

The Claims Administrator has agreed to cap its expenses as \$_____.

13. How much will my payment be?

You may make a claim for up to 25 of the debit card overdraft fees listed on the attached Claim Form, which will be paid from 27.9% of the Settlement Fund. The remaining funds from the Net Settlement Fund will be distributed to Class Members who were assessed Overdraft Fees for payments made when they had a positive ledger balance in their checking accounts, Class Members who were assessed Regulation E overdraft fees between June 6, 2019 and December 9, 2019, and Class Members who were assessed Regulation E overdraft fees after December 11, 2019 until such time as they opted-in under the revised Opt-In form, and Class Members who were assessed more than one NSF fee on a *pro rata* basis. Current members of Defendant will receive a credit to their accounts for the amount they are entitled to receive. Former members of Defendant shall receive a check from the Claims Administrator.

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

No. But if you received a Claim Form with this Notice and it indicates you had Overdraft Fees from ATM and debit card transactions, then you should fill out the Claim Form and send it to the Administrator as provided in Question 25, below. If you received this Notice but there is no Claim Form attached, then you will still be entitled to receive a payment, without having to make a claim. If you are eligible to make a claim, then you may receive more if you fill out and submit the Claim Form. Any amount you are entitled to under the terms of the settlement will be distributed to you unless you choose to exclude yourself from the settlement, or “opt out.” Excluding yourself from the settlement means you choose not to participate in the settlement. You will keep your individual claims against Defendant, but you will not receive a payment. In that case, if you choose to seek recovery against Defendant, then you will have to file a separate lawsuit or claim.

15. When will I receive my payment?

The Court will hold a Fairness Hearing (explained below in Questions 22-24) on _____, 2020 at _____ 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 40 to 60 days after the settlement is approved. 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 payment, 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 Claims Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Tiffany Coleman-Weathersbee v. Michigan State University 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 _____, and sent to:

Tiffany Coleman-Weathersbee v. Michigan State University Federal Credit Union
Attn:
ADDRESS OF THE CLAIMS 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 payment?

No. If you exclude yourself, you will not be entitled to a payment.

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 Claims 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 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 _____, and must be mailed to the Claims Administrator as follows:

CLAIMS ADMINSTRATOR
Coleman-Weathersbee v. Michigan State University
Federal Credit Union Claims Administrator
Attn:
ADDRESS OF THE
CLAIMS
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 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 payment 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 payment 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 FAIRNESS 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 ___ on ____, 2020 at the District Court for the Eastern District of Michigan, Southern Division, which is located at 200 E. Liberty Street, Suite 300, Ann Arbor, Michigan 48104. 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 expenses.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

24. May I speak at the 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."

SUBMIT A CLAIM

25. How do I make a claim if I received a Claim Form?

If you received a Claim Form, then you should use it to make a claim. It should be filled out, signed, and sent to the Claims Administrator:

All claims must be post-marked no later than _____, and must be mailed as follows:

CLAIMS ADMINSTRATOR

Coleman-Weathersbee v. Michigan State University Federal Credit
Union Claims Administrator
Attn:
ADDRESS OF THE CLAIMS
ADMINISTRATOR

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing at all, and if the settlement is approved, then you may receive a payment that represents your share of the Settlement Fund net of attorneys' fees, Claims Administrator expenses, and the Named Plaintiff's Service Award. You will be considered a part of the class, and you will give up claims against Defendant for the conduct alleged in this lawsuit. You will not give up any other claims you might have against Defendant that are not part of this lawsuit.

THE LAWYERS REPRESENTING YOU

27. 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 Class Members.

28. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

29. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Fairness 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 website established by the Claims Administrator, or by reviewing it at the Records Department of the District Court for the Eastern District of Michigan, Southern Division, which is located at 200 E. Liberty Street, Suite 300, Ann Arbor, Michigan 48104. 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 [WEBSITE] or at the Office of the Clerk of the United States District Court for the Eastern District of Michigan, Southern Division, which is located at 200 E. Liberty Street, Suite 300, Ann Arbor, Michigan 48104, by asking for the Court file containing the Motion For Preliminary Approval of Class Settlement (the settlement agreement is attached to the motion).

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 Claims Administrator as follows:

Coleman-Weathersbee v. Michigan State University Federal Credit Union
Claims Administrator
Attn:

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

Richard D. McCune
McCune Wright Arevalo, LLP
3281 E. Guasti Road, Suite 100
Ontario, California 91761
Telephone: (909) 557-1250
rdm@mccunewright.com

Taras Kick
The Kick Law Firm, APC 815 Moraga Drive
Los Angeles, CA 90049
Telephone: (310) 395-2988
TarasAkicklawfirm.com

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