

SETTLEMENT AGREEMENT AND RELEASE

Heather Leslie v. Redstone Federal Credit Union

United States District Court

Northern District of Alabama (Northeastern Division)

Case No. 5:20-CV-00629-LCB

– AND –

Beverly Macon, et al. v. Redstone Federal Credit Union

United States District Court

Northern District of Alabama (Northeastern Division)

Case No. 5:21-CV-01682-LCB

PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiffs Tamela Hampton (“Hampton”), Beverly Macon (“Macon”), and Savannah Garner (“Garner,” together with Hampton, and Macon, “Named Plaintiffs”) and all those on whose behalf they are prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendant Redstone Federal Credit Union (“Defendant”), on the other hand, as of the date last 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 May 5, 2020, former plaintiff Heather Leslie (“Leslie”) filed a putative class action complaint against Defendant (“Leslie Complaint”) in the United States District Court, Northern District of Alabama, entitled *Heather Leslie v. Redstone Federal Credit Union*, Case No. 5:20-CV-00629-LCB (the “Leslie Action”).

B. July 17, 2020, Defendant filed a motion to dismiss the Leslie Complaint. On March 22, 2021, the Court denied Defendant’s motion to dismiss. On April 13, 2021, Defendant filed an answer to the Leslie Complaint, denying all liability to Plaintiffs.

C. On December 3, 2021, Defendant filed a motion to dismiss, motion for summary judgment, and motion to stay and extend deadlines. On December 10, 2021, Leslie filed a motion for leave to amend the Leslie Complaint. On March 24, 2022, the Court denied Defendant’s motion for summary judgment as moot and granted Leslie’s motion for leave to file an amended complaint.

D. On April 1, 2022, Leslie and Plaintiffs Dunn, Hampton, and Beasley filed an amended complaint (“Amended Leslie Complaint”). The Amended Leslie Complaint alleges claims on behalf of a proposed class for breach of contract and violation of Regulation E of the Electronic Fund Transfer Act, 15 U.S.C. § 1693 *et seq.* (“EFTA”). On April 15, 2022, Defendant filed an answer to the Amended Leslie Complaint, denying all liability to Plaintiffs.

E. On September 16, 2022, Defendant filed a motion for summary judgment as to Leslie’s individual claims. On October 7, 2022, the parties filed a stipulation of dismissal with prejudice as to Leslie’s claims only.

F. On October 6, 2022, Plaintiff filed a motion for class certification. In the motion for class certification, Plaintiff proposed that Tamela Hampton be appointed as the class representative for the proposed class. Plaintiff did not move for the appointment of Heather Leslie, Jeanine Dunn, and Jessie Beasley.

G. On December 20, 2021, Plaintiffs Macon and Garner filed a putative class action complaint against Defendant (“Macon Complaint”) in the United States District Court, Northern District of Alabama, entitled *Beverly Macon et al. v. Redstone Federal Credit Union*, Case No. 5:21-CV-01682-LCB (the “Macon Action” and together with the Leslie Action, the “Actions”). The Macon Complaint alleges a claim on behalf of a proposed class for breach of contract.

H. On March 7, 2022, Defendant filed a motion to compel arbitration and motion to dismiss the Macon Complaint. On October 28, 2022, the Court granted Defendant's motion to compel arbitration and directed the parties to arbitrate the Macon Action.

I. On January 9, 2023, the parties participated in an all-day mediation of the Actions before mediator Phillip E. Adams, Jr. The Actions did not settle at the mediation, but further negotiations by the parties resulted in the settlement reflected in this Agreement.

J. 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 Actions, 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 Actions, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Actions. 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.

K. Named Plaintiffs have entered into this Agreement to liquidate and recover on the claims asserted in the Actions, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiffs do not in any way concede the claims alleged in the Actions 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) "Actions" shall collectively mean the Leslie Action and the Macon Action, including all allegations raised in the Amended Leslie Complaint and the Macon Complaint.

(b) "Amended Leslie Complaint" shall mean the putative class action complaint filed by Leslie and Plaintiffs Dunn, Hampton, and Beasley filed on April 1, 2022.

(c) "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 sixty (60) days after the Notice (defined below) must be provided to the Class Members.

(d) "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 sixty (60) days after the date the Notice (defined below) must be provided to the Class Members.

(e) “Class Counsel” shall mean Jeffrey D. Kaliel and Sophia G. Gold of Kaliel Gold PLLC.

(f) “Class Member(s)” shall mean all persons who fall within the definition of the Settlement Class who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who are not otherwise excluded from the Settlement Class by specific order of the Court.

(g) “Court” shall mean the United States District Court for the Northern District of Alabama, Northeastern Division.

(h) “Defendant’s Counsel” shall mean Stuart M. Richter and Ashley T. Brines of Katten Muchin Rosenman LLP, and H. Harold Stephens, Scott B. Smith, and Whitney Paige Lott of Bradley Arant Boulton Cummings LLP.

(i) “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 any objections to the Agreement, then the Effective Date shall be the later of: (i) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (ii) if appeals are taken from the Final Approval Order, then thirty (30) days after the date on which all appeals therefrom, including petitions for rehearing or re-argument pursuant to Federal Rule of Appellate Procedure 40, petitions for rehearing *en banc* pursuant to Federal Rule of Appellate Procedure 35 and petitions for *certiorari* pursuant to Rule 13 of the Rules of the Supreme Court of the United States or any other form of appellate review, have been fully and finally disposed of in a manner that affirms all of the material provisions of the Final Approval Order.

(j) “Email Notice” shall refer to the Short Form Notice that shall be sent by email to Class Members who agreed to receive account notice by email.

(k) “Exclusion Letter” shall mean a letter or other writing by a Class Member who elects to opt out of this Agreement.

(l) “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.

(m) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(n) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 12, below.

(o) “Long Form Notice” shall mean the long form notice of the terms of this Agreement to Class Members attached hereto as **Exhibit 1**. The Long Form Notice shall be posted on the Settlement Website.

(p) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 9, below, which shall be filed at least fifteen (15) days before the Bar Date to Object.

(q) “Motion for Award of Fees and Costs” shall mean the motion or motions filed by Class Counsel for the payment of attorneys’ fees and costs of litigation, which shall be filed fifteen (15) days before the Bar Date to Object.

(r) “Multiple NSF Fee Class” shall mean all current or former members of Defendant who were assessed Multiple NSF Fees on a consumer account.

(s) “Multiple NSF Fee Class Members” shall mean all persons who fall within the definition of the Multiple NSF Fee Class, who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who are not otherwise excluded from the Settlement Class by specific order of the Court.

(t) “Multiple NSF Fees” shall mean nonsufficient funds fees that were charged and not refunded from December 20, 2015 to July 1, 2021 for ACH and check transactions that were re-submitted by a merchant after being rejected for insufficient funds.

(u) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs and any fees and costs paid to the Settlement Administrator.

(v) “Notice” shall mean, collectively: (i) Email Notice; (ii) the Long Form Notice; and/or (iii) the Short Form Notice.

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

(x) “Regulation E Class” shall mean all current or former members of Defendant who were assessed Regulation E Overdraft Fees on a consumer account.

(y) “Regulation E Class Members” shall mean all persons who fall within the definition of the Regulation E Class, who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who are not otherwise excluded from the Settlement Class by specific order of the Court.

(z) “Regulation E Overdraft Fees” shall mean overdraft fees that were charged to members of Defendant and not refunded from May 5, 2014 to July 1, 2021 for non-recurring debit card or ATM transactions.

(aa) “Settlement Administrator” shall mean Kroll Settlement Administration LLC, which is the entity that will provide the Notice and other administrative handling of this Agreement.

(bb) “Settlement Class” shall mean all persons who are members of the Multiple NSF Fee Class, Regulation E Class, and/or the Sufficient Funds Class, as defined above.

(cc) “Settlement Fund” shall mean the amount of three million seven hundred thousand dollars (\$3,700,000) to be paid by Defendant under the terms of this Agreement, plus any interest accrued on such funds.

(dd) “Short Form Notice” shall mean the short form notice of the terms of this Agreement, which shall be sent by mail and/or email to Class Members at the best available current address, attached hereto as **Exhibit 2**.

(ee) “Sufficient Funds Class” shall mean all current or former members of Defendant who were assessed Sufficient Funds Overdraft Fees on a consumer account.

(ff) “Sufficient Funds Class Members” shall mean all persons who fall within the definition of the Sufficient Funds Class, who do not timely and properly exclude themselves from the Settlement Class as provided in this Agreement, and who are not otherwise excluded from the Settlement Class by specific order of the Court.

(gg) “Sufficient Funds Overdraft Fees” shall mean overdraft fees that Defendant assessed and did not refund from May 5, 2014 to July 1, 2021 when there was enough money in the member’s account to cover the transaction in question if holds placed on deposits and pending debit card transactions were not deducted from the account balance.

(hh) “Uncollected Fees” shall mean any Multiple NSF Fees, Regulation E Overdraft Fees, or Sufficient Funds Overdraft Fees that were assessed but were not paid because they were charged off, an amount calculated to be approximately \$276,031.

(ii) “Value of the Settlement” shall mean the Settlement Fund plus the Uncollected Fees.

2. CLASS ACTION SETTLEMENT. Named Plaintiffs shall propose and recommend to the Court that the Multiple NSF Fee Class, Regulation E Class, and Sufficient Funds 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 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. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of any class.

3. FORGIVENESS OF UNCOLLECTED FEES. Subject to the conditions provided for in this Agreement, Defendant shall forgive all Uncollected Fees.

4. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval/Notice Order or shall file such motion within the time prescribed by the Court. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of the Settlement Class for settlement purposes, appointment of Class Counsel as counsel to the

provisionally certified Settlement 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 CLASS.

(a) The Settlement Administrator shall send the Short Form Notice, as applicable, to all Class Members as specified by the Court in the Preliminary Approval/Notice Order. The Parties shall request the Court to order that Notice be sent within fifteen (15) days after entry of 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 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 members of Defendant or who have not agreed to receive electronic notices regarding their accounts from Defendant, and for those Class Members whose Email Notices bounced back undelivered, the Short Form 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 shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a Short Form Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Short Form Notice to the forwarding address.

(d) The Long Form Notice shall be posted on the settlement website created by the Settlement Administrator.

(e) 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, without revealing names, mailing addresses, email addresses, or other contact info for specific Class Members, 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 Court upon request, but shall otherwise be confidential and shall not be disclosed to Plaintiffs or Class Counsel or any other third party for any reason.

(f) The Short Form 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. THE SETTLEMENT ADMINISTRATOR.

(a) The Settlement Administrator shall execute a retainer agreement, which shall provide that, among other things, 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 Defendant's Counsel shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity.

(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, 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. The Settlement Administrator shall not provide Class Member contact information in response to a request.

(f) The Settlement Administrator shall provide a declaration to Class Counsel in support of the Motion for Final Approval. The declaration shall include a summary of the Notice provided to Class Members, including mailed and emailed notices, returned notices and the overall effectiveness of the Notice.

(g) Within two hundred forty (240) days after the Effective Date or such other date as required by the Court, the Settlement Administrator shall prepare a declaration for the Final Report required pursuant to Section 12, below. The Declaration shall set 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.

(h) The Claims Administrator shall establish a website to post the Long Form Notice, the Motion for Preliminary Approval, the Motion for Final Approval, the Amended Complaint and any other documents required to be posted by the Court. The website shall be live at the time the Notice is sent to Class Members.

(i) Pursuant to Section 11, below, the Claims Administrator shall calculate payments from the Settlement Fund and credits required to be issued to Class Members with active accounts based on data provided by Defendant.

(j) The Claims Administrator shall provide the parties with a weekly report setting forth: Notice sent, returned Notices, communications from class members, visits to the settlement website, the total payments issued to Class Members by the Claims Administrator and the total amount of any checks uncashed and/or returned.

(k) The Settlement Administrator shall provide notice of this Settlement as required under the Class Action Fairness Act, 28 U.S.C. § 1715. The cost of providing the notice provided for in this Section 6(k) shall be paid by Defendant.

7. 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 received on or before the Bar Date to Opt Out. To be valid, any Exclusion Letter shall: (1) identify the Class Member by name, mailing and email address, contact number, and account number (if applicable), (2) state that the Class Member wishes to exclude himself or herself from the settlement, and (3) be signed and dated.

(b) Each Class Member who wishes to be excluded from the Settlement Class must submit his or her own personally signed written request for exclusion. A single written request for exclusion submitted on behalf of more than one Class Member will be deemed invalid; provided, however, that an exclusion received from one Potential Class Member will be deemed and construed as a request for exclusion by all persons who are co-members on the same account.

(c) The Settlement Administrator shall maintain a list of Class Members 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 provide copies of the Exclusion Letters to Class Counsel, Defendant's Counsel upon receipt and shall provide the original Exclusion Letters upon written request.

8. 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 Settlement Administrator. The objection must be received on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone 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. If a Class Member hires his or her own personal attorney to represent him or her in connection with an objection, and if that attorney wishes to appear at the Final Approval Hearing, the attorney must: (a) file a notice of appearance with the Clerk of Court in the Action no later than the Bar Date to Object and (b) serve and deliver a copy of that notice of appearance to Class Counsel and Defendant's Counsel no later than the Bar Date to Object.

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

9. MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS. At least fifteen (15) days before the Bar Date to Object, Class Counsel shall file a Motion for Final Approval of this Agreement and a Motion for Fees and Costs so that same can be heard on the Final Approval Hearing Date.

10. 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. The Final Approval Order shall be subject to review and approval by Defendant's Counsel.

11. THE SETTLEMENT FUND AND DISTRIBUTION.

(a) Payments to Class Members. Within fourteen (14) days after the Effective Date, Defendant shall transfer the Settlement Fund to the Settlement Administrator, less the total amount that will be credited to Class Members by Defendant, as provided in subsection 11(d)(iii)(5)(i), 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) costs associated with administering the notice in accordance with Section 5, above; and (c) any fees paid to the Settlement 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 14, below, the portion of the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator or due and owing to the

Settlement 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 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 twenty four (24) days after the Effective Date. Class Counsel shall apply for an award of attorneys' fees of up to one-third (33.33%) 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 (33.33%) of the Value of the Settlement, but reserves the right to oppose an application for fees in excess of that amount.

(ii) Settlement Administrator's Fees. The Settlement 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 payable twenty four (24) days after the Effective Date. The Settlement Administrator's fees shall be paid out of the Settlement Fund.

(iii) Potential Service Awards: Subject to Court Approval, Named Plaintiffs may seek Service Awards of up to \$10,000.00 each. The right to seek the Service Awards is contingent on controlling law in the Eleventh Circuit Court of Appeals at the time of the Final Approval Hearing changes to allow for service awards. If permitted, the Service Awards shall be payable twenty four (24) days after the Effective Date. The Service Awards shall be paid to the Named Plaintiffs in addition to the payments provided for in Section 11(d)(iv). The Parties agree that the Court's failure to approve a Service Award, in whole or in part, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. Service Awards, if any, shall be paid out of the Settlement Fund.

(iv) Payments to Class Members. Of the \$3,700,000 Settlement Fund, \$551,487 (15%) is allocated to the Multiple NSF Fee Class, \$500,000 (13.5%) is allocated to the Regulation E Class, and \$2,648,513 (71.5%) is allocated to the Sufficient Funds Class. Based on this allocation, payments from the Net Settlement Fund to individual Class Members ("Individual Payments") shall be calculated as follows:

(1) Individual Payments to Multiple NSF Fee Class Members = (15% of the Net Settlement Fund/total Multiple NSF Fees) x total Multiple NSF Fees paid by the each Multiple NSF Fee Class Member.

- (2) Individual Payments to Regulation E Class Members = (0.135 of the Net Settlement Fund/total Regulation E Overdraft Fees) x total Regulation E Overdraft Fees paid by each Regulation E Class Member.
- (3) Individual Payments to Sufficient Funds Class Members = (71.5% of the Net Settlement Fund/total Sufficient Funds Overdraft Fees) x total Sufficient Funds Overdraft Fees paid by each Sufficient Funds Class Member.
- (4) Class Members shall not be entitled to recover more for each allegedly improper fee than the actual amount charged for such fee. Thus, if a Class Member was charged \$25 for an overdraft fee which is a “Regulation E Overdraft Fee” and is also a “Sufficient Funds Overdraft Fee,” then that Class Member shall only be entitled to recover at most \$25 for that fee. Any Individual Payments in excess of the actual amount charged to a Class Member shall be allocated to the Sufficient Funds Class.
- (5) Individual Payments shall be made no later than twenty four (24) days after the Effective Date, as follows:
 - (i) For those Class Members who are members of Defendant at the time of the distribution of the Net Settlement Fund, any checking or savings account they are then maintaining at Defendant, held by them individually, shall be credited in the amount of the Individual Payment they are entitled to receive.
 - (ii) 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 Settlement Administrator at the address used to provide Notice, or at such other address as designated by the Class Member. The Class Member shall have one-hundred eighty (180) days after the check is sent to negotiate it. Any checks uncashed after one-hundred eighty (180) days shall be distributed pursuant to Section 12.
- (v) In no event shall any portion of the Settlement Fund revert to Defendant.

12. FINAL REPORT AND CY PRES PAYMENT. Within two hundred forty (240) days after the Effective Date, Class Counsel will submit a Final Report to the Court of the total amount of uncashed checks and residual amounts held by the Settlement Administrator (“Unclaimed Funds”). Subject to Court approval, within thirty (30) days after the Final Report,

the total amount of uncashed checks, and residual amounts held by the Settlement Administrator at the time of the Final Report, shall be paid either: (a) as a secondary distribution to Class Members who received credits or cashed settlement payment checks in accordance with the formulas provided for in Section 11(d)(iv) above, or (b) to the *cy pres* recipients nominated by the Parties. There shall not be a secondary distribution if it is decided by the Parties that it is not economically feasible to do so. The cost of the secondary distribution shall be paid out of the Unclaimed Funds. Subject to approval by the Court, the amount of uncashed checks and residual funds shall be paid in equal parts to United Way of Madison County (Alabama) and to United Way of Rutherford and Cannon Counties (Tennessee).

13. GENERAL RELEASE AND COVENANT NOT TO SUE.

(a) Release. Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiffs, on behalf of themselves and each Class Member, and any of their respective past, present, or future heirs, guardians, assigns, executors, administrators, representatives, agents, attorneys, partners, legatees, predecessors, co-obligors, and/or successors (collective, the “Releasing Persons”) hereby release and forever discharge 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, damages, suits, controversies, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether based on any law of any kind, whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, which Releasing Persons 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 Actions.

(b) Covenant Not To Sue. Named Plaintiffs, on behalf of themselves and each of the Class Members, agree that they and the Releasing Persons shall not initiate or prosecute, or cause anyone else to initiate or prosecute any action or proceeding, including an arbitration proceeding, alleging any claim that is the subject of the release in this Section 13 of the Agreement. The Parties agree that the Court shall enter an injunction forever prohibiting the initiation or prosecution of any such claims by any Releasing Person.

(c) The Releasing Persons may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the claims that would be subject of the release in this Section. Nevertheless, Named Plaintiffs and the other Releasing Persons do hereby expressly, fully, finally, and forever settle and release, and each Releasing Person, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released, any and all such released claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

(d) All Class Members and other Releasing Persons shall be bound by the releases set forth in this Section 13 whether or not they ultimately cash, negotiate or deposit any check mailed for their Individual Payment.

14. 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 Final Approval Order as required by Section 9, above, and all objections by Class Members or regulators, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(ii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 14(a) are not met, then this Agreement shall be cancelled and terminated, and shall be void in its entirety.

(c) Defendant shall have the option to terminate this Agreement if five 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 14(c) within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) Defendant shall have the option to terminate this Agreement if the Court awards attorneys' fees or costs to any parties, including but not limited to Class Counsel or any other party, that are to be paid by Defendant separate and apart from the Settlement Fund. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 14(d) within ten (10) business days after entry of the order awarding any attorneys' fees or costs separate and apart from the Settlement Fund, or the option to terminate shall be considered waived.

(e) In the event this Agreement is terminated, pursuant to Sections 14(c) or (d) immediately above, or fails to become effective in accordance with Sections 14(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*. Defendant shall be responsible for any costs and fees incurred by the Settlement Administrator up to the time the Agreement is terminated.

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

(d) The Named Plaintiffs represents that they have 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.

16. 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.

17. 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. In response to media or any other inquiries, Class Counsel shall refer to the Settlement Administrator's website or publicly filed documents.

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

19. MODIFICATION. Before entry of the Final Approval Order, the terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order, the Parties may by mutual written agreement effect such amendments, modifications or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval of the Court if such changes are not materially inconsistent with the Court's Final Approval Order and do not materially limit, or materially and adversely affect, the rights or obligations of Settlement Class Members under this Agreement. 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.

20. 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.

21. BINDING ON SUCCESSORS. This Agreement and the releases provided for herein shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

22. 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.

23. 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.

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

Jeffrey D Kaliel
Sophia Goren Gold
KALIEL GOLD, PLLC
1100 15th Street,
Washington, DC 20005
202-350-4783
202-871-8180
jkaliel@kalielgold.com
sgold@kalielgold.com

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

Stuart M. Richter
Ashley T. Brines
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067
Telephone: (310) 788-4400
stuart.richter@katten.com
ashley.brines@katten.com

H. Harold Stephens
Whitney Paige Lott
Scott B. Smith
Brandley Arant Boult Cummings, LLP
200 Clinton Avenue W, Suite 900

Huntsville, AL 35801
Telephone: (256) 517-5100
hstephens@bradley.com
wlott@bradley.com
ssmith@bradley.com

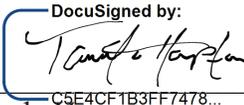
Any notice to the Settlement Administrator shall be sent by email as follows:

Kroll Settlement Administration LLC
c/o Robert DeWitte
200 Market Street
Suite 2700
Philadelphia, PA 19103
Robert.dewitte@Kroll.com

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

Dated: 3/8/2023

TAMELA HAMPTON, an individual on behalf of herself and those she represents

By: 
Tameela Hampton
C5E4CF1B3FF7478...

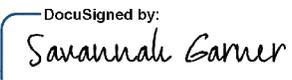
Dated: 3/5/2023

BEVERLY MACON, an individual on behalf of herself and those she represents

By: 
Beverly Macon
29F7725595F04AB...

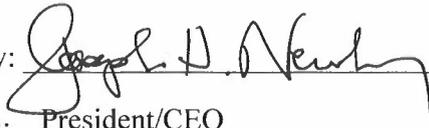
Dated: 3/5/2023

SAVANNAH GARNER, an individual on behalf of herself and those she represents

By: 
Savannah Garner
FBDE81FF9A0D403...

Dated: 3/10/2023

REDSTONE FEDERAL CREDIT UNION

By: 
Its: President/CEO

APPROVED AS TO FORM:

Dated: March 15, 2023

BRADLEY ARANT BOULT CUMMINGS,
LLP
H. Harold Stephens
Whitney Paige Lott
Scott B. Smith

KATTEN MUCHIN ROSENMAN LLP
Stuart M. Richter
Ashley T. Brines

By: 
Attorneys for Defendant Redstone
Federal Credit Union

Dated: _____

Jeffrey D Kalief
Sophia Goren Gold
KALIEL GOLD, PLLJ

By: _____
Attorneys for Named Plaintiffs Tamela
Hampton, Beverly Macon, and Savannah
Garner

Dated: _____

REDSTONE FEDERAL CREDIT UNION

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: _____

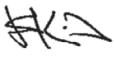
BRADLEY ARANT BOULT CUMMINGS,
LLP
H. Harold Stephens
Whitney Paige Lott
Scott B. Smith

KATTEN MUCHIN ROSENMAN LLP
Stuart M. Richter
Ashley T. Brines

By: _____
Attorneys for Defendant Redstone
Federal Credit Union

Dated: 3/3/2023

Jeffrey D Kaliel
Sophia Goren Gold
KALIEL GOLD, PLL]

By:  
Attorneys for Named Plaintiffs Tamela
Hampton, Beverly Macon, and Savannah
Garner