

PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiffs Krystal Kendrick, Tawanda Fayson, Glenda Fayson, Eric Williams and Jimmy Williams (“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 Guardian Credit Union (“Defendant” or “Guardian CU”), 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 December 29, 2020, Plaintiffs Krystal Kendrick, Glenda Fayson, and Jimmy Williams, on behalf of themselves and all others similarly-situated, filed a Class Action Complaint against Guardian Credit Union, entitled *Krystal Kendrick, Glenda Fayson and Jimmy Williams v. Guardian Credit Union*, in the Circuit Court of Montgomery County, Alabama, Case No. 03-cv-2020-901539 (hereafter “Kendrick Lawsuit”), alleging claims for breach of contract, breach of the covenant of good faith and fair dealing and unjust enrichment with regard to Defendant’s practice of charging overdraft fees that allegedly did not overdraw an account at the time they were authorized and with regard to Defendant’s practices of charging multiple non-sufficient fund fees on the same item.

B. On May 18, 2021, Plaintiffs Tawanda Fayson and Eric Williams, on behalf of themselves and all others similarly-situated, filed a Class Action Complaint against Guardian Credit Union, entitled *Tawanda Fayson v. Eric Williams v. Guardian Credit Union*, in the Circuit Court of Montgomery County, Alabama, Case No. 03-cv-2021-900523 (hereafter “Fayson Lawsuit”), alleging claims for breach of contract and breach of the covenant of good faith and fair dealing with regard to Defendant’s practices of charging multiple non-sufficient fund fees on the same item.

C. On February 11, 2021, Guardian CU filed its Answer and denied all allegations asserted in the Kendrick Lawsuit.

D. On June 29, 2021, Guardian CU filed an Answer in the Fayson Lawsuit denying all claims.

E. On November 30, 2021, the court entered an Order of Consolidation, which consolidated the Fayson Lawsuit into the Kendrick Lawsuit.

F. On January 26, 2023, the parties filed a Joint Motion to Stay Pending Mediation of this lawsuit, which the court granted on February 7, 2023.

G. On April 28, 2023, the parties participated in a mediation before the Honorable Diane Welsh (Ret.). The mediation resulted in a Mediator’s Proposal, which both parties accepted. The settlement described below is the result of the accepted Mediator’s Proposal.

H. 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 Kendrick Lawsuit and Fayson Lawsuit 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 Kendrick Lawsuit and Fayson Lawsuit, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in Kendrick Lawsuit and Fayson Lawsuit. Defendant nevertheless believes that this settlement is in its best interest and in the best interests of all of its members. 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.

I. Plaintiffs have entered into this Agreement to liquidate and recover on the remaining claims asserted in the Kendrick Lawsuit and Fayson Lawsuit, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede the claims alleged in the Kendrick Lawsuit and Fayson Lawsuit 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:

1. “Account Holder” means any person who has or had any interest, whether legal or equitable, in a checking account maintained by Defendant during the Class Period.

2. “Overdraft Fee” means any fee or fees assessed to an Account Holder for items paid when the checking account had insufficient funds.

3. “APPSN Fee” means an Overdraft Fee that was charged (and not subsequently refunded) by Defendant from January 28, 2020 to November 30, 2022, inclusive, on a signature Point of Sale debit card transaction when the checking account had a positive available balance at the time the transaction was authorized but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a member’s checking account.

4. “APPSN Fee Class Member” shall mean any member of Defendant who had a checking account with Defendant and was assessed an APPSN Fee.

5. “NSF Fee” shall mean a fee assessed against a member’s checking account when Defendant declines a payment or the cashing of a check that would bring the account to a negative balance.

6. “Retry Fee” shall mean an NSF Fee that was charged (and not subsequently refunded) by Defendant from January 1, 2015 to November 30, 2019, inclusive, for an ACH or check transaction that was re-submitted after previously being declined.

7. “Retry Fee Class Member” shall mean all current or former members of Defendant who had a checking account with Defendant and was assessed a Retry Fee.

8. “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 3 and 4 below.

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

10. “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.

11. “Settlement Administrator” shall mean the entity that will provide the notice and other administrative handling in this Settlement Agreement. Class Counsel shall propose the administrator, subject to approval by Defendant, which shall not be unreasonably withheld.

12. “Class Counsel” shall mean Lynn A. Toops of Cohen & Malad, LLP; J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, PLLC; and F. Jerome Tapley of Cory Watson Attorneys.

13. “Court” shall mean the Circuit Court Fifteenth Judicial Circuit, Montgomery County, Alabama.

14. “Defendant’s Counsel” shall mean Stacy Moon and Eric Evans of Gordon & Rees LLP.

15. “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) Forty-Three (43) 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.

16. “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

17. “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.

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

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

9, below.

20. “Motion For Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5 below.

21. “Net Settlement Fund” shall mean the net amount of the Settlement Fund, as defined below, after payment of court approved attorneys’ fees and costs, any court approved service award and the costs of Notice, and any fees paid to the Settlement Administrator.

22. “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 Notice attached hereto as **Exhibit 1** and **Exhibit 2**.

23. “Settlement Class Member” means any member of the APPSN Class Member and Retry Fee Class Member who has not opted-out of the Settlement and who is entitled to the benefits of the Settlement.

24. “Settlement Fund” shall mean the four million dollars and zero cents (\$4,000,000.00) to be paid by Defendant under the terms of this Agreement.

25. “Uncollected Fees” shall mean any APPSN Fee or Retry Fee that were assessed but were not paid because they were charged-off, in the amount of \$402,551.00.

26. “Value of the Settlement” shall mean the Settlement Fund plus the value of Uncollected Fees plus the value of the Prospective relief described in Section 8 below.

2. CLASS ACTION SETTLEMENT. Plaintiffs shall propose and recommend to the Court that the two settlement classes defined above be certified. 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.

3. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts promptly to file a motion seeking a Preliminary Approval/Notice Order within seven (7) days of execution of this agreement. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of the classes for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified class, and the requirement that the Notice be given to the Class Members as provided in Section 4, below (or as otherwise determined by the Court).

4. NOTICE TO THE CLASS.

1. The Settlement Administrator shall send the Notice to all Class Members as specified by the Court in the Preliminary Approval/Notice Order.

2. For those Class Members who are current members of Defendant and have agreed to receive notices regarding their accounts from Defendant by email, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for the Class Members. The Settlement Administrator shall email an Email Notice (see Exhibit 1) 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 resend the Notice by email. The Email Notice shall inform Class Members how they may request a copy of the Long Form Notice (see Exhibits 1-2).

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

4. The Notice shall also be posted on a settlement website created by the Settlement Administrator.

5. 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 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 Settlement 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.

6. The Notice and Email Notice shall be in a form approved by the Court and, substantially similar to the notice form attached hereto as Exhibit 1 and Exhibit 2. The parties may by mutual written consent make non-substantive changes to the Notice without Court approval.

7. 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.

5. MOTION FOR FINAL APPROVAL. Within a reasonable time after the Bar Date to Opt Out, and provided the conditions in Section 15, 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.

6. **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.

7. **THE SETTLEMENT FUND AND DISTRIBUTION.**

1. **Payments to Class Members.** Within ten (10) days after the entry of the Final Approval Order, 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 7(d)(iv)a(1), 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 Plaintiffs; (c) costs associated with administering the Notice in accordance with Section 5, above; and (d) 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 15, 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 after the Final Approval Order is denied and this Agreement is terminated.

2. 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.

3. 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.

4. Payments shall be made from the Settlement Fund as follows:

(i) **Class Counsels' Fees and Costs.** Class Counsels' reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund within ten (10) business 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 to the Class Members plus reimbursement of reasonable litigation costs, to be approved by the court. Defendant agrees not to oppose an application 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 Plaintiffs may apply to the Court for a service award of up to \$5,000.00 each. Subject to the Court’s approval, the service award shall be paid from the Settlement Fund ten (10) days after the Effective Date.

(iii) 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 paid within ten (10) days after the Effective Date.

(iv) Payments to Settlement Class Members. Payments to Class members shall be made on a pro rata basis based on the amount of APPSN Fees and Retry Fees the individual Class Member paid relative to the amount of APPSN Fees and Retry Fees all Class members paid. Payments from the “Net Settlement Fund” to the individual Class Members (“Individual Payments”) shall be calculated as follows:

$$\text{Individual Payment} = \frac{\text{Total Amount of APPSN Fees and Retry Fees Paid by Class Member}}{\text{Total Amount of APPSN Fees and Retry Fees Paid by All Class Members}} \times \text{Net Settlement Fund}$$

a. Payments to those members of the Classes (“Individual Payments”) shall be made no later than ten (10) days after the Effective Date, as follows:

(1) For those Class Members who are members of Defendant at the time of the distribution of the Net Settlement Fund, their individual checking or savings accounts shall be credited in the amount of the Individual Payment they are entitled to receive.

For those Class Members who are not members of Defendant at the time of the distribution of the Net Settlement Fund, they shall be sent a check by the Settlement 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 to Class Members on a pro-rata basis if practical. Otherwise, any residual shall be distributed pursuant to Section 12.

b. In no event shall any portion of the Settlement Fund revert to Defendant.

8. PROSPECTIVE RELIEF

(a) **Forgiveness of Uncollected Fees**. Upon the occurrence of the Effective Date, Defendant shall forgive the Uncollected Fees as defined in Section 1(aa). If any Uncollected Fees are inadvertently collected, then they shall be refunded by Defendant insofar as Defendant is aware of the Uncollected Fees. If a member of Defendant with Uncollected Fees attempts to open a new account or re-open a closed account, Defendant shall not require payment of the Uncollected

Fees as a condition to account opening insofar as Defendant is aware of the outstanding Uncollected Fees.

(b) **Cessation of Challenged Practices.** Within a commercially reasonable amount of time not to three (3) months following the occurrence of the Effective Date, Defendant shall cease changing APPSN Fees entirely.

9. FINAL REPORT TO THE COURT. Within two hundred (200) days after the Effective Date, Class Counsel shall submit to the Court a Final Report, setting forth: (a) the amounts paid to Class Members by the Settlement 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 pursuant to this agreement. Defendant shall provide a declaration under penalty of perjury setting forth all actions taken to comply with Section 8 above, including debt forgiveness.

10. THE SETTLEMENT ADMINISTRATOR.

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

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

3. The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendants Counsel, or either of them, at their own cost, shall receive a complete digital copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies.

4. 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 received under the terms of this Agreement.

5. The Settlement 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.

6. Any notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 shall be paid out of the Settlement Fund.

7. Within one hundred-ninety (190) days after the Effective Date, the Settlement Administrator shall prepare a declaration setting forth the total payments issued to Class

Members by the Settlement Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Settlement Administrator, less any outstanding administrative costs.

11. CY PRES PAYMENT. Subject to Court approval, thirty (30) days after the Final Report the total amount of uncashed checks, and amounts held by the Settlement Administrator at the time of the Final Report, shall be paid by the Settlement Administrator to one or more public interest organizations nominated by the parties and subject to Court approval.

12. OPT-OUTS.

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

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

13. OBJECTIONS.

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

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

(i) The objector's name, address, telephone number, 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.

3. Class Counsel shall file any objections and responsive pleadings at least

seven (7) days prior to the Final Approval Hearing Date.

14. RELEASE. As of the Effective Date, except as to the rights and obligations provided for under the terms of this Agreement, Krystal Kendrick, Tawanda Fayson, Glenda Fayson, Eric Williams and Jimmy Williams, on behalf of themselves and each of the Class Members, hereby release and forever discharge Defendant, and all of its past, present and future predecessors, successors, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys and agents (collectively, the “Defendant Releasees”) from any and all claims, charges, complaints, debts, fees, 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, which Named Plaintiffs and 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 Kendrick Action and Fayson Action relating to APPSN Fees and Retry Fees.

15. CONDITIONS TO SETTLEMENT.

1. 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 3 above;

(ii) The Court has entered the Final Approval Order as required by Sections 5 and 6 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.

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

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

4. Defendant shall provide reasonable confirmatory discovery to confirm its overdraft and NSF fee practices and the amount of the APPSN and Retry Fees at issue. If the confirmatory discovery reveals either that the APPSN and Retry fees at issue are materially different than as provided in the Parties’ pre-mediation and mediation information exchange, then Plaintiffs may withdraw from the settlement.

5. In the event this Agreement is terminated, pursuant to Section 15(c) immediately above, or fails to become effective in accordance with Sections 15(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this 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*.

16. REPRESENTATIONS.

1. 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.

2. The parties have not relied on any representations, promises or agreements other than those expressly set forth in this Agreement.

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

4. The Named Plaintiffs represent that they have no conflicts or other personal interests that would in any way impact their representation of the class in connection with the execution of this Agreement.

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

17. FURTHER ASSURANCES. Each of the parties hereto agrees to execute and deliver all such further documents consistent with this 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.

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

19. 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.

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 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:

Lynn Toops
Cohen & Malad, LLP
One Indiana Square, Suite 140
Indianapolis, Indiana 46204
Telephone: (317) 636-6481
ltoops@cohenandmalad.com

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

Eric Evans, Esq.
Gordon & Rees LLP
18 Columbia Turnpike, Suite 220
Florham Park, New Jersey 07932
Telephone: (973) 549-2500
eevans@grsm.com

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

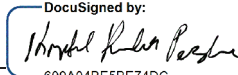
Dated: _____
December 19, 2023 | 7:40 AM PST

GUARDIAN CREDIT UNION, a federally chartered credit union

DocuSigned by:
Becky Lee
By: _____
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Becky Lee

Dated: 1/11/2024

KRYSTAL KENDRICK, an individual on behalf of herself and those she represents

By: 
DocuSigned by:
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Krystal Kendrick

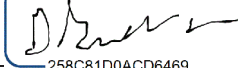
Dated: 12/20/2023

TAWANDA FAYSON, an individual on behalf of herself and those she represents

By: 
Tawanda Fayson (Dec 20, 2023 11:12 CST)
Tawanda Fayson

Dated: 12/21/2023

GLENDA FAYSON, an individual on behalf of herself ; DocuSigned by: nts

By: 
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Glenda Fayson

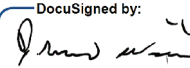
Dated: 1/11/24

ERIC WILLIAMS, an individual on behalf of himself and those he represents

By: 
Eric Williams

Dated: 1/8/2024

JIMMY WILLIAMS, an individual on behalf of himself and those he represents

By: 
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63874AB34E32472...
Jimmy Williams

APPROVED AS TO FORM:

Dated: December 19, 2023 | 1:51 PM PST

GORDON & REES LLP

Stacy Moon

Eric Evans

DocuSigned by:

By: _____

Stacy L. Moon

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Stacy Moon

Attorneys for Defendant Guardian Credit Union

Dated: 12/21/2023

CORY WATSON ATTORNEYS

F. Jerome Tapley

DocuSigned by:

By: _____

F. Jerome Tapley

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F. Jerome Tapley

Attorney for Plaintiffs Krystal Kendrick, Glenda Fayson, and Jimmy Williams.

Dated: 12/21/2023

COHEN & MALAD, LLP

Lynn A. Toops

DocuSigned by:

By: _____

Lynn A. Toops

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Lynn A. Toops

Attorney for Plaintiffs Krystal Kendrick, Glenda Fayson, and Jimmy Williams.

Dated: 12/21/2023

STRANCH, JENNINGS & GARVEY, PLLC

J. Gerard Stranch

DocuSigned by:

By: _____

J. Gerard Stranch

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J. Gerard Stranch

Attorney for Plaintiffs Krystal Kendrick, Glenda Fayson, and Jimmy Williams

Dated: 12/21/2023

JOHNSON FIRM

Christopher D. Jennings

DocuSigned by:

By: _____

Christopher Jennings

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Dated: 01/18/2024

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