

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JENNA LLOYD and JAMIE
PLEMONS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

NAVY FEDERAL CREDIT UNION,

Defendant.

CASE NO. 3:17-cv-01280-BAS-RBB

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this 11th day of October, 2018, by and among (1) Plaintiffs, Jenna Lloyd and Jamie Plemons (“Plaintiffs”), individually, and on behalf of the Settlement Class, and (2) Navy Federal Credit Union (“Navy Federal”), subject to preliminary and final approval as required by the Federal Rules of Civil Procedure. As provided herein, Plaintiffs, Class Counsel and Navy Federal hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment, all claims of the Settlement Class against Navy Federal in the action titled *Jenna Lloyd, et al. v. Navy Federal Credit Union*, S.D. Cal. Case No. 3:17-cv-01280 (“Action”), shall be settled and compromised upon the terms and conditions contained herein.

I. Recitals

1. On June 22, 2017, Plaintiffs filed their Complaint against Navy Federal alleging improper assessment and collection of overdraft fees and seeking, *inter alia*, monetary damages, interest, attorneys' fees, restitution, and equitable relief.

2. On August 22, 2017, Plaintiffs filed their First Amended Complaint.

3. On September 5, 2017, Navy Federal filed a Motion to Dismiss the First Amended Complaint ("MTD"). On October 16, 2017, Plaintiffs filed their Response in Opposition to Navy Federal's MTD, and on October 23, 2017, Navy Federal filed its Reply to the MTD.

4. On December 4, 2017, Plaintiffs filed a Motion for Leave to File a Notice of Supplemental Authority in additional support of their Response to Navy Federal's MTD; Navy Federal filed a Response to the Motion for Leave; and the Court granted Plaintiffs' motion. On December 5, 2017, Plaintiffs filed their Notice of Supplemental Authority.

5. On February 23, 2018, Plaintiffs filed a second Motion for Leave to File Notice of Supplemental Authority in further support of their Response in Opposition to the MTD. On March 5, 2018, the Court denied Plaintiffs' Motion.

6. On March 7, 2018, the Court entered an Order Requesting Supplemental Briefing on choice of law regarding the MTD. The Parties each filed their Supplemental Briefing on Choice of Law on March 13, 2018.

7. On April 12, 2018, the Court entered an Order granting in part and denying in part the MTD. The Court denied the MTD with respect to the breach of contract and conversion claims, while dismissing the unjust enrichment and Consumer Legal Remedies Act claims. The Court granted the MTD with respect to the implied covenant of good faith and fair dealing and Unfair Competition Law claims, granting Plaintiffs leave to file a Second Amended Complaint.

8. On May 4, 2018, Plaintiffs filed their Second Amended Complaint.

9. On May 18, 2018, Navy Federal filed its Answer to the Second Amended Complaint.

10. On May 21, 2018, the Court entered an Order Setting Early Neutral Evaluation Conference (“ENEC”) for June 27, 2018.

11. On May 31, 2018 and on August 8, 2018, the Parties filed Joint Motions to continue the ENEC. On August 9, 2018, the Court entered an order continuing the ENEC until September 26, 2018 so that the Parties could mediate.

12. Throughout August and September, Navy Federal gathered data, had its expert analyze that data, and provided Plaintiffs’ expert access to the data for analysis so that the Parties could meaningfully participate in the mediation.

13. On September 14, 2018, the Parties participated in a full day mediation in Washington, DC, with the Honorable Walter Kelley (Ret.), which resulted in the Parties agreeing on the material terms of a settlement.

14. On September 25, 2018, the Parties filed a Notice of Settlement with the Court advising the Court of the Settlement and requesting a stay of all proceedings until the filing of this Settlement Agreement and a Motion for Preliminary Approval.

15. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties (definitions below). The Parties intend this Agreement to bind Plaintiffs, Navy Federal, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

16. “Account” means any member checking account maintained by Navy Federal.

17. “Account Holder” means any person who has or had any interest, whether legal or equitable, in an Account during the Class Period.

18. “Action” means *Jenna Lloyd, et al. v. Navy Federal Credit Union*, S.D. Cal. Case No. 3:17-cv-01280.

19. “Class Counsel” means:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow, Esq.
Jonathan M. Streisfeld, Esq.
1 West Las Olas Blvd.
Suite 500
Fort Lauderdale, FL 33301

TYCKO & ZAVAREEI, LLP
Hassan Zavareei, Esq.
Andrea Gold, Esq.
1828 L Street Northwest
Suite 1000
Washington, DC 20036

McCUNE WRIGHT AREVALO LLP
Richard D. McCune, Esq.
3281 East Guasti Road
Suite 100
Ontario, CA 91761

THE KICK LAW FIRM, APC
Taras Kick, Esq.
815 Moraga Drive
Los Angeles, CA90049

and such other counsel as are identified in Class Counsel’s request for attorneys’ fees and costs.

20. “Class Period” means the period from July 22, 2012, through November 20, 2017.

21. “Class Representatives” mean Jenna Lloyd and Jamie Plemons.

22. “Court” means the United States District Court for the Southern District of California.

23. “Current Account Holder” means a Settlement Class Member who continues to have his or her Account as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

24. “Debit Card” means a card or similar device issued or provided by Navy Federal, including a debit card, check card, or automated teller machine

(“ATM”) card that can or could be used to debit funds from an Account by Point of Sale and/or ATM transactions.

25. “Effective Date” means the third business day after which all of the following events have occurred:

a. The Court has entered without material change the Final Approval Order and Judgment; and

b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

26. “Final Approval” means the date that the Court enters an order granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Service Awards to the Class Representatives. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and Navy Federal. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

27. “Final Approval Order” means the final order that the Court enters upon Final Approval, which shall be substantially in the form attached as an exhibit to the Motion for Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order includes all such orders.

28. “Navy Federal” means Navy Federal Credit Union.

29. “Navy Federal Settlement Administration Costs Cap” means the \$500,000.00 maximum that Navy Federal is obligated to pay toward Settlement Administration Costs related to Settlement Administration.

30. “Net Settlement Fund” means the Settlement Fund, minus Court approved attorneys’ fees, costs and expenses, any notice and administration expenses incurred in excess of \$500,000.00, and Court approved Service Awards to Plaintiffs.

31. “Notice” means the notices that the Parties will ask the Court to approve in connection with the Motion for Preliminary Approval of the Settlement.

32. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Postcard Notice, Email Notice and Long Form Notice (all defined hereinbelow), which shall be substantially in the forms as the exhibits attached to the Motion for Preliminary Approval.

33. “OOPS” means Navy Federal’s Optional Overdraft Protection Service.

34. “OOPS Fee” means a fee that was assessed to Navy Federal members pursuant to Navy Federal’s OOPS program.

35. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first mailed, and that ends no later than 30 days before the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Notice.

36. “Overdraft Fee” means any fee or fees assessed to a holder of an Account for items paid when the Account has insufficient funds..

37. “Parties” means Plaintiffs and Navy Federal.

38. “Past Account Holder” means a Settlement Class Member who no longer holds his or her Account as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

39. “Plaintiffs” means Jenna Lloyd and Jamie Plemons.

40. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement, substantially in the form of the exhibit attached to the Motion for Preliminary Approval.

41. The “Releases” means all of the releases contained in Section XIII hereof.

42. “Released Claims” means all claims to be released as specified in Section XIII hereof.

43. “Released Parties” means those persons released as specified in Section XIII hereof.

44. “Releasing Parties” means Plaintiffs and all Settlement Class Members, and each of their respective heirs, assigns, beneficiaries and successors.

45. “Service Award” means any Court ordered payment to Plaintiffs for serving as Class Representatives, which is in addition to any payment due Plaintiffs as Settlement Class Members.

46. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.

47. “Settlement Administration Costs” means all costs of the Settlement Administrator regarding notice and settlement administration, as well as reasonable costs (if any) incurred by Navy Federal in connection with crediting accounts pursuant to a second distribution of Residual Funds (defined hereinbelow).

48. “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc. (“Epiq”).

49. “Settlement Class” means all current and former Navy Federal members who were charged an OOPS Fee on a transaction that was authorized into a positive available balance during the Class Period, excluding individuals who enrolled in OOPS for the first time after February 13, 2017. Excluded from the Settlement Class is Navy Federal, its parents, subsidiaries, affiliates, officers and

directors, all Settlement Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

50. “Settlement Class Member” means any person included in the Settlement Class.

51. “Settlement Class Member Payment” means the cash distribution that will be made from the Net Settlement Fund to each Settlement Class Member, pursuant to the allocation terms of the Settlement.

52. “Settlement Fund” means the \$24,500,000.00 common cash fund Navy Federal is obligated to pay under the Settlement. The Settlement Fund will be used to pay the “Settlement Class Member Payment,” any attorneys’ fees, costs and Service Awards ordered by the Court, any Settlement Administration Costs in excess of \$500,000, any payment to Navy Federal for Settlement Administration Costs incurred as permitted under this Agreement, and any *cy pres* payment required under this Agreement.

53. “Settlement Website” means the website that the Settlement Administrator will use as a means for Settlement Class members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, the order preliminarily approving this Settlement, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement

Website at least until Final Approval. The URL of the Settlement Website shall be www.NFOverdraftLitigation.com, or such other URL as Class Counsel and Navy Federal agree upon in writing.

III. Certification of the Settlement Class

54. For Settlement purposes only, Plaintiffs and Navy Federal agree to ask the Court to certify the Settlement Class under the Federal Rules of Civil Procedure.

IV. Settlement Consideration

55. Subject to approval by the Court, the total cash consideration to be provided by Navy Federal pursuant to the Settlement shall be \$24,500,000.00, inclusive of the amount paid to Settlement Class Members, any and all attorneys' fees, costs and expenses awarded to Class Counsel, any Service Awards to the Class Representatives, all costs and expenses incurred by the Settlement Administrator in excess of the Navy Federal Settlement Administration Costs Cap, and reimbursements to Navy Federal for Settlement Administration Costs as allowed under this Agreement, and any *cy pres* payment. Except as otherwise specified in this Agreement, Navy Federal shall not be responsible for any other payments under this Agreement.

V. Settlement Approval

56. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an Order granting Preliminary Approval of this

Settlement (“Preliminary Approval Order”). The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Navy Federal. The motion for Preliminary Approval shall, among other things, request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable; (2) provisionally certify the Settlement Class pursuant to the Federal Rules of Civil Procedure for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth herein below for Settlement Class members to exclude themselves from the Settlement Class or to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for Navy Federal, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel’s application for attorneys’ fees, costs and expenses and for Service Awards to the Class Representatives (“Final Approval Hearing”).

VI. Discovery and Settlement Data

57. Class Counsel and Navy Federal already have engaged in significant informal discovery related to liability and damages. Additionally, for purposes of effectuating this Settlement, Navy Federal will make available to Class Counsel and

its expert data for the entirety of the Class Period similar to that previously provided and in a similar manner. Plaintiffs' expert shall use that data to determine Settlement Class membership and ultimately the Settlement Class Member Payment. Because Plaintiffs' expert will not have access to Settlement Class Member names or account numbers, Plaintiffs' expert will provide results to Navy Federal, which will then create a list of Settlement Class Members and their electronic mail or postal addresses, which will be provided to the Settlement Administrator to provide Notice. Plaintiffs' counsel and their expert shall be solely responsible for determining Settlement Class membership and the amount of payment to any Settlement Class Members.

VII. Settlement Administrator

58. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Mailed and Email Notice to Settlement Class Members and distributing the Settlement Fund as provided herein.

59. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

a. Use the name and address information for Settlement Class Members provided by Navy Federal in connection with the Notice process approved by the Court, for the purpose of mailing the Mailed Notice and sending the Email Notice, and later mailing distribution checks to Past Account Holder Settlement Class Members, and to Current Account Holder Settlement Class Members where it is not feasible or reasonable for Navy Federal to make the payment by a credit to the Settlement Class Members' Accounts;

b. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;

c. Establish and maintain the Settlement Website;

d. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries;

e. Respond to any mailed Settlement Class Member inquiries;

f. Process all requests for exclusion from the Settlement Class;

g. Provide weekly reports to Class Counsel and Navy Federal that summarizes the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Settlement Class member who timely and properly requested exclusion from the Settlement Class, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

i. if funds remain available, pay Navy Federal for the amount of Settlement Administration Costs it paid;

j. Pay invoices, expenses and costs upon approval by Class Counsel and Navy Federal, as provided in this Agreement; and

k. any other Settlement-administration-related function at the instruction of Class Counsel and Navy Federal, including, but not limited to, verifying that settlement funds have been distributed.

VIII. Notice to Settlement Class members

60. As soon as practicable after Preliminary Approval of the Settlement, at the direction of Class Counsel and Navy Federal's Counsel, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class members may exclude themselves

from or “opt-out” of the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date upon which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Navy Federal shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices and publications provided under or as part of the Notice Program shall not bear or include the Navy Federal logo or trademarks or the return address of Navy Federal, or otherwise be styled to appear to originate from Navy Federal.

61. The Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period, provided the opt-out notice is postmarked no later than the last day of the Opt-Out Period. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement.

62. The Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel’s application for attorneys’ fees, costs and expenses and/or Service Awards to Class Representatives. Objections to the Settlement, to the application for fees, costs, expenses, and/or to

the Service Awards must be mailed to the Clerk of the Court, Class Counsel, and Navy Federal's counsel. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Opt-Out Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

63. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of the Action;
- b. the objector's full name, address and telephone number;
- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection,

and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

g. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

l. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Navy Federal may conduct limited discovery on any objector consistent with the Federal Rules of Civil Procedure.

64. Notice shall be provided to Settlement Class members in three different ways: Email notice to Account Holders for whom Navy Federal has email addresses (“Email Notice”); postcard Notice (“Postcard Notice”) to those Account Holders for whom Navy Federal does not have email addresses; and Long-Form Notice with details regarding the Settlement (“Long Form Notice”) on the Settlement Website. Email Notice and Postcard Notice shall collectively be referred to as “Mailed Notice.” Not all Settlement Class members will receive all forms of Notice, as detailed herein.

65. Navy Federal will cooperate with Class Counsel and its expert to make available the necessary data to Class Counsel’s expert to determine Settlement Class membership. The availability of the data necessary for Class Counsel’s expert to compile the Settlement Class membership list shall be provided as soon as practicable. Navy Federal will bear the expense of extracting the necessary data to make available to Class Counsel’s expert for analysis, while Class Counsel shall be responsible for paying Class Counsel’s expert, who will analyze the data provided to determine Settlement Class membership as well as the amount of each Settlement Class member’s damages. The Settlement Administrator shall run the physical addresses through the National Change of Address Database and shall mail to all

such Settlement Class members Postcard Notice. The Settlement Administrator shall also send out Email Notice to all Settlement Class members receiving Notice by that method. The initial Mailed Postcard and Email Notice shall be referred to as “Initial Mailed Notice.”

66. The Settlement Administrator shall perform reasonable address traces for all Initial Mailed Notice postcards that are returned as undeliverable. By way of example, a “reasonable” tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces (“Notice Re-mailing Process”). The Settlement Administrator shall send Postcard Notice to all Settlement Class members’ whose emails were returned as undeliverable and complete such Notice pursuant to the deadlines described herein as they relate to the Notice Re-mailing Process.

67. The Notice Program (which is composed of both the Initial Mailed Notice and the Notice Re-mailing Process) shall be completed no later than 60 days before the Final Approval Hearing.

68. Subject to Navy Federal’s Administration Costs Cap, costs related to the Notice Program shall be paid by Navy Federal. Residual Funds in the form of

uncashed checks, if any, shall be paid first to Navy Federal to reimburse it for the amount of Settlement Administration Costs paid by Navy Federal, as indicated in Section XII.

69. Within the provisions set forth in this Section VIII, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Navy Federal.

IX. Final Approval Order and Judgment

70. Plaintiffs' Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiffs shall file their Motion for Final Approval of the Settlement, and application for attorneys' fees, costs and expenses and for Service Awards for the Class Representatives, no later than 45 days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for the Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees, costs, expenses or the Service Awards application, provided the

objectors submitted timely objections that meet all of the requirements listed in the Agreement.

71. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses and Service Awards. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and Navy Federal. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;
- d. Enter judgment dismissing the Action with prejudice;
- e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims hereof, bar and enjoin all Releasing Parties from pursuing any Released Claims against Navy Federal or its affiliates at any time, including during any appeal from the Final Approval Order, and retain jurisdiction over the enforcement of the Court's injunctions;
- f. Release Navy Federal and the Released Parties from the Released Claims; and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Navy Federal, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

X. Settlement Fund

72. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases and the dismissal of the Action upon Final Approval, Navy Federal shall be responsible for paying Settlement Class Members their Settlement Class Member Payments.

73. Within 30 days after the Effective Date, Navy Federal shall, where feasible, credit the Accounts of all Current Account Holders based on the calculations provided by Class Counsels' expert.

74. Within 10 days of Final Approval, or within 10 days after the Settlement Class Member Payments are calculated and a determination is made as to the amount of payment to Current Account Holders and Past Account Holders, whichever is later, Navy Federal shall provide the Settlement Administrator with sufficient funds to send checks to Past Account Holders and to those Current Account Holders for whom a credit is not feasible.

XI. Calculation of Automatic Distributions from Settlement Fund

75. The calculation and implementation of allocations of the Settlement Fund contemplated by this section shall be done by Class Counsel and its expert for the purpose of compensating Settlement Class Members. Neither Navy Federal or its counsel shall have any responsibility for the calculation and Settlement Class Members shall have no recourse against Navy Federal or its counsel with respect to the calculation. The methodology provided for herein will be applied to the data as consistently, sensibly, and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations. Consistent with its contractual, statutory, and regulatory obligations to maintain credit union security and protect its customers' private financial information, Navy Federal shall make available such additional data and information as may reasonably be needed by Class Counsel and its expert to confirm and/or effectuate the calculations and allocations contemplated by this Agreement. Class Counsel shall confer with Navy Federal's counsel concerning any such additional data and information. All such data and information produced by Navy Federal for the purpose of confirming and/or effectuating the calculations and allocations contemplated by this Agreement shall be returned to Navy Federal's counsel or destroyed.

76. The amount of the Settlement Class Member Payment from the Settlement Fund to which each Settlement Class Member is entitled for the Class

Period (subject to the availability of data) is to be determined using the following methodology or such other methodology as would have an equivalent result:

a. All accounts held by Settlement Class Members will be identified at which, on one or more calendar days during the Class Period, Navy Federal assessed Overdraft Fees on Debit Card transactions that were authorized into a positive available balance (“Relevant Overdraft Fees”).

b. Relevant Overdraft Fees will be totaled for each Account.

c. The Net Settlement Fund will be allocated pro rata to the Settlement Class Members based on their number of Relevant Overdraft Fees.

77. The Parties agree the foregoing allocation formula is exclusively for purposes of computing, in a reasonable and efficient fashion, the amount of any Settlement Class Member Payment each Settlement Class Member should receive from the Net Settlement Fund. The fact that this allocation formula will be used is not intended and shall not be used for any other purpose or objective whatsoever.

78. The Settlement Administrator shall divide the total amount of the Net Settlement Fund by the total amount of all Settlement Class Members’ Relevant Overdraft Fees. This calculation shall yield the “Pro Rata Percentage.”

79. Each Settlement Class Member’s Pro Rata Percentage will be multiplied by the amount of the Net Settlement Fund, which yields a Pre-Adjustment Payment Amount for each Settlement Class Member.

80. If any Settlement Class Member's Pre-Adjustment Amount is less than \$5.00, the Settlement Class Member's Payment amount shall be adjusted to \$5.00. The remainder of the Net Settlement Fund shall then be apportioned pro rata to all other Settlement Class Members by multiplying those Settlement Class Members' Pro Rata Percentage by the remaining amount of the Net Settlement Fund.

81. Settlement Class Member Payments to Current Account Holders shall be made first by crediting those Account Holders' Accounts, or by mailing a standard size check if it is not feasible or reasonable to make the payment by a credit. Navy Federal shall notify Current Account Holders of any such credit on the Account statement on which the credit is reflected by stating "Lloyd class settlement" or something similar. Navy Federal will bear any costs associated with implementing the Account credits and notification discussed in this paragraph.

82. The amount of the Net Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator shall be held by the Settlement Administrator one year from the date that the first distribution check is mailed by the Settlement Administrator. During this time the Settlement Administrator shall make a reasonable effort to locate intended recipients of settlement funds whose checks were returned (such as by running addresses of returned checks through the Lexis/Nexis database that can be utilized for such purpose) to effectuate delivery of such checks. The Settlement Administrator shall make only one such additional

attempt to identify updated addresses and re-mail or re-issue a distribution check to those for whom an updated address was obtained.

XII. Disposition of Residual Funds

83. Within 1 year after the date the Settlement Administrator mails the first Settlement Class Member Payment, any remaining amounts resulting from uncashed checks (“Residual Funds”) shall be distributed as follows:

a. First, any Residual Funds shall be payable to Navy Federal for the amount that it paid in connection with Settlement Administration Costs.

b. Second, any Residual Funds remaining after distribution shall be distributed on a *pro rata* basis to participating Settlement Class Members who received Settlement Class Member Payments, to the extent feasible and practical in light of the costs of administering such subsequent payments unless the amounts involved are too small to make individual distributions economically viable or other specific reasons exist that would make such further distributions impossible or unfair.

c. Third, in the event the costs of preparing, transmitting and administering such subsequent payments pursuant to this Section are not feasible and practical to make individual distributions economically viable or other specific reasons exist that would make such further distributions impossible or unfair, Class Counsel and Navy Federal shall seek the Court’s approval to distribute the Residual

Funds to a *cy pres* recipient or recipients. The Parties shall propose as a *cy pres* recipient or recipients an entity or entities that work to promote financial literacy, including for members of the military or veterans..

d. All costs of any second distribution, including Navy Federal's internal costs of crediting Settlement Class Member Accounts, will come from the Residual Funds, and Navy Federal is not required to pay these costs as Settlement Administration Costs.

XIII. Release

84. As of the Effective Date, Plaintiffs and each Settlement Class Member, each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries and successors ("Releasing Parties"), shall automatically be deemed to have fully and irrevocably released and forever discharged Navy Federal and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them ("Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected,

liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action (“Released Claims”), including claims relating to the assessment of OOPS Fees and Overdraft Fees based on the timing of transactions and/or the ordering of transactions when processed, posted, and/or paid, the Account balance used to determine whether an overdraft occurred in connection with a transaction, the sufficiency of Navy Federal’s disclosures relating to those issues, and Settlement Class Members’ assent to the same.

85. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Navy Federal in any forum, action, or proceeding of any kind.

86. With respect to all Released Claims, Plaintiffs and each of the other Settlement Class Members agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING

THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

87. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

88. Nothing in this Agreement shall operate or be construed to release any claims or rights that Navy Federal has to recover any past, present or future amounts that may be owed by Plaintiffs or by any Settlement Class Member on his/her accounts, loans or any other debts with Navy Federal, pursuant to the terms and conditions of such accounts, loans, or any other debts. Likewise, nothing in this Agreement shall operate or be construed to release any defenses or rights of set-off that Plaintiffs or any Settlement Class Member has, other than with respect to the claims expressly Released by this Agreement, in the event Navy Federal and/or its assigns seeks to recover any past, present or future amounts that may be owed by Plaintiffs or by any Settlement Class Member on his/her accounts, loans or any other debts with Navy Federal, pursuant to the terms and conditions of such accounts, loans, or any other debts.

XIV. Payment of Attorneys' Fees, Costs, and Service Awards

89. Navy Federal agrees not to oppose Class Counsel's request for attorneys' fees of up to 35% of the Settlement Fund, and not to oppose Class Counsel's request for reimbursement of reasonable costs and expenses. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Fund. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

90. Within 7 days of the Court's entry of the Final Approval Order or within 7 days of Class Counsel providing all information required for Navy Federal to make the payment, whichever is later, Navy Federal shall pay Class Counsel all Court-approved attorneys' fees, costs, and expenses. In the event the award of attorneys' fees is reduced on appeal, or if the Effective Date does not occur (either because approval of the Settlement is overturned or the Agreement is terminated for any reason), Class Counsel shall reimburse Navy Federal, within five business days of the entry of the order reducing the fees, overturning the approval of the Settlement on appeal, or the termination of the Agreement, the difference between the amount distributed and the reduced amount (in the event of a reduction) or the entirety of the amount (in the event approval is overturned or the Agreement is terminated).

91. The payment of attorneys' fees, costs and expenses of Class Counsel shall be made as designated by Class Counsel. After the fees, costs and expenses have been paid, Class Counsel shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees, costs and expenses to that firm. Navy Federal shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of attorneys' fees, costs, or expenses or any other payments from the Settlement Fund not specifically described herein.

92. In the event the Effective Date does not occur, or the attorneys' fees or the cost award is reduced following an appeal, each counsel and their law firms who have received any payment of such fees or costs shall be jointly and severally liable for the entirety. Further, each counsel and their law firms consents to the jurisdiction of the Court for the enforcement of this provision.

93. Class Counsel will ask the Court to approve Service Awards to the Plaintiffs in the amount of \$5,000.00 each. The Service Awards are to be paid directly by Navy Federal to the Class Representatives within 10 days of the Effective Date. The Service Awards shall be paid to the Class Representatives in addition to Class Representatives' Settlement Class Member Payments. Navy Federal agrees not to oppose Class Counsel's request for the Service Awards. The Parties agree that the Court's failure to approve the Service Awards, in whole or in part, shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

94. The Parties negotiated and reached agreement regarding attorneys' fees and costs, and the Service Awards, only after reaching agreement on all other material terms of this Settlement.

XV. Termination of Settlement

95. This Settlement may be terminated by either Class Counsel or Navy Federal by serving on counsel for the opposing Party and filing with the Court a

written notice of termination within 15 days (or such longer time as may be agreed in writing between Class Counsel and Navy Federal) after any of the following occurrences:

- a. Class Counsel and Navy Federal agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Navy Federal seeking to terminate the Settlement reasonably considers material;
- e. the Effective Date does not occur; or
- f. any other ground for termination provided for elsewhere in this Agreement.

96. Navy Federal also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 14 days after its receipt from the Settlement Administrator of any report indicating that the number of Settlement Class Members who timely request exclusion from the

Settlement Class equals or exceeds the number or percentage specified in the separate letter executed concurrently with this Settlement by Class Counsel and Navy Federal. The number or percentage shall be confidential except to the Court, which shall upon request be provided with a copy of the letter for *in camera* review.

XVI. Effect of a Termination

97. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, and Navy Federal's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

98. In the event of termination, Navy Federal shall have no right to seek reimbursement from Plaintiffs, Class Counsel, or the Settlement Administrator for Settlement Administration Costs paid by Navy Federal.

99. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions hereof.

100. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the

Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

XVII. No Admission of Liability

101. Navy Federal continues to dispute its liability for the claims alleged in the Action, and maintains that its debit posting practices and representations concerning those practices complied, at all times, with applicable laws and regulations and the terms of the account agreements with its members. Navy Federal does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Navy Federal has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

102. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant informal discovery, and conducted independent investigation of the challenged practices.

Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

103. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

104. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

105. In addition to any other defenses Navy Federal may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction

against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

XIX. No Press Release

106. Neither Party shall issue any press release or shall otherwise initiate press coverage of the Settlement. If contacted, the Party may respond generally by stating that they are happy that the Settlement was reached and that it was a fair and reasonable result.

XX. Miscellaneous Provisions

107. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

108. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

109. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

110. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

111. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

112. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

113. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

114. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

115. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have

exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Navy Federal or its affiliates at any time, including during any appeal from the Final Approval Order.

116. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

KOPELOWITZ OSTROW FERGUSON
WEISELBERG GILBERT
Jeff Ostrow
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Email: ostrow@kolawyers.com
Class Counsel

TYCKO & ZAVAREEI, LLP
Andrea Gold, Esq.
1828 L Street Northwest
Suite 1000
Washington, DC 20036
Email: agold@tzlegal.com
Class Counsel

HUNTON ANDREWS KURTH LLP
Neil Gilman, Esq.
2200 Pennsylvania Avenue, NW
Washington, DC 20037
Email: ngilman@hunton.com
Counsel for Navy Federal Credit Union

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

117. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Navy Federal and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

118. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

119. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and counsel for Navy Federal (for Navy Federal), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Navy Federal to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

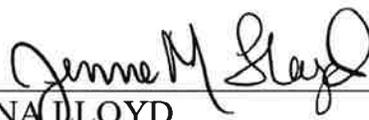
120. Agreement Mutually Prepared. Neither Navy Federal nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

121. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Navy Federal has provided and is providing

information that Plaintiffs reasonably request to identify Settlement Class Members and the alleged damages they incurred. Both Parties recognize and acknowledge that they and their experts reviewed and analyzed data for a subset of the time at issue and that they and their experts used extrapolation to make certain determinations, arguments and settlement positions. The Parties agree that this Settlement is reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

122. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Release contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

Dated: October 8, 2018



JENNA D LOYD
Plaintiff

Dated: _____

JAMIE PLEMONS
Plaintiff

Dated: _____

Jeff Ostrow, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: _____

Hassan Zavareei, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: _____

Taras Kick, Esq.
THE KICK LAW FIRM, APC
Class Counsel

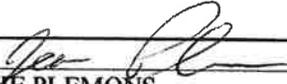
Dated: _____

NAVY FEDERAL CREDIT UNION

By: _____
ITS _____

Dated: _____

Neil Gilman, Esq.
HUNTON ANDREWS KURTH LLP
Counsel for Navy Federal Credit Union

Dated: _____	JENNA LLOYD <i>Plaintiff</i>
Dated: <u>10/8/18</u>	 JAMIE PLEMONS <i>Plaintiff</i>

Dated: _____
Jeff Ostrow, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: _____
Hassan Zavareei, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: _____
Taras Kick, Esq.
THE KICK LAW FIRM, APC
Class Counsel

Dated: _____	NAVY FEDERAL CREDIT UNION
	By: _____ ITS _____
Dated: _____	Neil Gilman, Esq. HUNTON ANDREWS KURTH LLP <i>Counsel for Navy Federal Credit Union</i>

Dated: _____

JAMIE PLEMONS

Plaintiff

Dated: _____

10/10/18



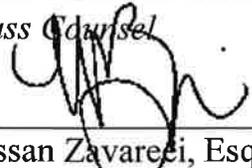
Jeff Ostrow, Esq.

KOPELOWITZ OSTROW P.A.

Class Counsel

Dated: _____

10/4/2018



Hassan Zavareei, Esq.

TYCKO & ZAVAREEI LLP

Class Counsel

Dated: _____

Taras Kick, Esq.

THE KICK LAW FIRM, APC

Class Counsel

Dated: _____

NAVY FEDERAL CREDIT UNION

By: _____
ITS _____

Dated: _____

Neil Gilman, Esq.

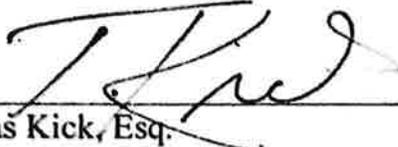
HUNTON ANDREWS KURTH LLP

Counsel for Navy Federal Credit Union

Dated: _____
JAMIE PLEMONS
Plaintiff

Dated: _____
Jeff Ostrow, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: _____
Hassan Zavareei, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: 10/5/18 _____

Taras Kick, Esq.
THE KICK LAW FIRM, APC
Class Counsel

Dated: _____ NAVY FEDERAL CREDIT UNION

By: _____
ITS _____

Dated: _____
Neil Gilman, Esq.
HUNTON ANDREWS KURTH LLP
Counsel for Navy Federal Credit Union

Dated: _____ JENNA LLOYD
Plaintiff

Dated: _____ JAMIE PLEMONS
Plaintiff

Dated: _____ Jeff Ostrow, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: _____ Hassan Zavareei, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: _____ Taras Kick, Esq.
THE KICK LAW FIRM, APC
Class Counsel

Dated: 10/11/2018 NAVY FEDERAL CREDIT UNION

By: W.A. DARRAS
ITS DEPUTY GEN. COUNSEL

Dated: _____ Neil Gilman, Esq.
HUNTON ANDREWS KURTH LLP
Counsel for Navy Federal Credit Union

Dated: _____
JENNA LLOYD
Plaintiff

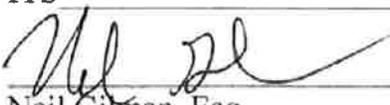
Dated: _____
JAMIE PLEMONS
Plaintiff

Dated: _____
Jeff Ostrow, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: _____
Hassan Zavareei, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: _____
Taras Kick, Esq.
THE KICK LAW FIRM, APC
Class Counsel

Dated: _____ NAVY FEDERAL CREDIT UNION

By: _____
ITS
Dated: _____

Neil Gilman, Esq.
HUNTON ANDREWS KURTH LLP
Counsel for Navy Federal Credit Union