

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT**

SHARI SCOTT, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

MAZUMA CREDIT UNION,

Defendant.

Case No. 23CV05287
Div. 12

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Court:	The District Court of Johnson County, Kansas, Civil Court Department
Defendant:	Mazuma Credit Union
Plaintiff/Class Representative:	Shari Scott
Class Counsel:	Cohen & Malad, LLP; Stranch, Jennings & Garvey, PLLC; and Beam-Ward, Kruse, Wilson & Fletes, LLC
Settlement Administrator:	Verita Global
Challenged Fees:	(1) Overdraft fees incurred during the Class Period, and not otherwise refunded, on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“ APSN Fees ”); and (2) Overdraft fees and NSF fees incurred during the Class Period, and not otherwise refunded, on an item that had previously incurred an NSF Fee (“ Retry Fees ”).
Settlement Class:	All Missouri citizens who were charged one or more Challenged Fees by Defendant during the Class Period. Excluded from the Class are all judges who have presided over this matter and their immediate families and judicial staff.
Class Period:	September 1, 2018, through December 31, 2024
Cash Payment:	\$1,985,000
Value of the Settlement:	Cash Payment
Costs of Preparing the Class List and of Fee Expert:	To be paid separately by Defendant, in addition to all other benefits
Costs of Notice and Administration:	To be paid from the Settlement Fund
Costs of Providing Account Credits:	To be borne by Defendant, in addition to all other benefits; to clarify, the account credits, themselves, are part of and included in the Cash Payment
Attorneys’ Fees Amount:	1/3 of the Value of the Settlement, to be paid from the Settlement Fund
Service Award Amount:	\$8,000, to be paid from the Settlement Fund
Cy Pres Recipients:	Mazuma Foundation (100%)
Release:	As set forth in paragraph 11 of Exhibit D and in section 4 of the Settlement Agreement.

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, the following dates and deadlines apply to this Agreement. Dates and deadlines will be computed in accordance with Federal Rule of Civil Procedure 6.

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which this Agreement has been signed by all parties, as indicated on the signature page
Deadline to Provide the Class List	Later of 15 days after Date of Preliminary Approval, or March 1, 2025
Deadline to Move for Preliminary Approval	15 days after the Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Fund the Settlement	15 days after the Date of Preliminary Approval
Deadline to Send Notice	30 days after the Deadline to Provide the Class List
Deadline to Object	30 days after the Deadline to Send Notice
Deadline to Opt-Out	30 days after the Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after the Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	Later of 7 days after the Deadline to Report Opt-Outs, or 7 days after the Settlement Administrator actually reports all opt-outs it has received to Class Counsel and Defendant's Counsel, as provided in the Agreement
Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs	No later than 7 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (parties to request at least 90 days after preliminary approval, providing sufficient time to accommodate and account for the intervening deadlines related to the Class List, notice to Class Members, objections, and opt-outs)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The first day on which the deadline to appeal the Final Approval Order has expired, provided no objections are made and no appeal is filed by that date. Otherwise, the first day on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees and Expenses	7 days after the Date of Final Approval
Deadline to Pay Service Award	7 days after the Effective Date

SCHEDULE OF DATES AND DEADLINES

Deadline to Revert Account Credits	14 days after the Effective Date
Deadline to Pay Account Credits	Later of 28 days after the Effective Date, or 14 days after Settlement Administrator disburses to Defendant from the Settlement Fund the total amount of settlement payments to be paid via account credits along with a listing of the specific credits due and to whom
Deadline to Re-Pay Failed Account Credits	Later of 35 days after the Effective Date, or 7 days after the Deadline to Pay Account Credits
Deadline to Send Settlement Checks	Later of 42 days after the Effective Date, or 7 days after the Deadline to Re-Pay Failed Account Credits
Deadline to Cash Settlement Checks	120 days after the Deadline to Send Settlement Checks
Second Distribution (if required): Deadline to Revert Account Credits	14 days after the Deadline to Cash Settlement Checks
Second Distribution (if required): Deadline to Pay Account Credits	Later of 28 days after the Deadline to Cash Settlement Checks, or 14 days after Settlement Administrator disburses to Defendant from the Settlement Fund the total amount of settlement payments in second distribution to be paid via account credits along with a listing of the specific credits due and to whom
Second Distribution (if required): Deadline to Re-Pay Failed Account Credits	Later of 35 days after the Deadline to Cash Settlement Checks, or 7 days after the Deadline to Pay Account Credits for the Second Distribution (if required)
Second Distribution (if required): Deadline to Send Settlement Checks	Later of 42 days after the Deadline to Cash Settlement Checks, or 7 days after the Deadline to Re-Pay Failed Account Credits for the Second Distribution (if required)
Second Distribution (if required): Deadline to Cash Settlement Checks	120 days after the Deadline to Send Settlement Checks for the Second Distribution (if required)
Deadline for Cy Pres Payment	If no Second Distribution is required, 30 days after the Deadline to Cash Settlement Checks. If Second Distribution is required, 30 days after the Deadline to Cash Settlement Checks for the Second Distribution

1. **Recitals.**

On September 27, 2023, the Class Representative filed a Class Action Petition (the “**Complaint**”) against Defendant in the Court, alleging that Defendant charged the Challenged Fees and that doing so resulted in claims for: (1) breach of contract and breach of the duty of good faith and fair dealing; (2) unjust enrichment; and (3) violation of the Kansas Consumer Protection Act. On November 1, 2023, Defendant filed a Motion to Dismiss to which the Class Representative responded. On March 1, 2024, the Court entered an order denying the Motion to Dismiss. On August 21, 2024, Defendant filed its Answer and Affirmative Defenses in which Defendant denied all liability.

The parties engaged in discovery, including Defendant answering interrogatories and producing hundreds of pages of documents. An expert analyzed Defendant’s records to determine potential damages.

Beginning in June 2024, the parties engaged in direct negotiations, through counsel, in an attempt to resolve the matter. The parties’ negotiations continued in July, August, September, and October, culminating in an agreement in principle in November to resolve the matter, pending completion of negotiating the detailed terms now contained in this written agreement (the “**Agreement**”).

2. **Incorporation of Key Terms, Schedule, Recitals, and Exhibits.**

This Agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this Agreement:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Preliminary Approval Order**”

Exhibit D – the “**Final Approval Order**”

3. **Benefits to Class Members.**

Defendant will provide the following benefits, which will be available, as applicable, to any person in the Settlement Class who does not submit a valid and timely request to be excluded from the Settlement Class and/or Settlement as provided in the Detailed Notice (each such person, a “**Class Member**”).

3.1. **Non-Reversionary Cash Settlement Fund.**

No later than the Deadline to Fund the Settlement, Defendant must pay the Cash Payment to the Settlement Administrator to be held as a common fund (the “**Settlement Fund**”) in an interest-bearing account. Other than any incidental

costs needed to prepare the Class List or to effectuate the application of credits to Current Account Holders' accounts (as defined and provided below) from the Settlement Fund, the Cash Payment is the only payment that Defendant is required to make under this Agreement. All distributions to Class Members, whether by check or by account credit, as provided below, will be deducted from the Cash Payment/Settlement Fund, as will any Court-approved payments for fees, costs, expenses, and awards as set forth on the Key Terms Page. The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court's jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to this Agreement or otherwise ordered by the Court. 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.

Class Counsel is solely responsible for the selection of the Settlement Administrator, subject to approval by Defendant, which approval shall not be unreasonably withheld.

Distributions to Class Members will be made from the money remaining in the Settlement Fund after deducting Court-approved payments for fees, costs, expenses, and awards as set forth on the Key Terms Page (the “**Net Settlement Fund**”). Each Class Member's distribution from the Net Settlement Fund will be determined by the Settlement Administrator, using the information provided on the list of Class Members (the “**Class List**”), pursuant to the following pro rata formula:

$$\text{Class Member's Distribution} = \left(\frac{\text{Total Amount of Challenged Fees Paid by Class Member During the Class Period}}{\text{Total Amount of Challenged Fees Paid by All Class Members During the Class Period}} \right) \times \text{Net Settlement Fund}$$

In computing each Class Member's distribution, the Settlement Administrator will round distributions to the nearest cent. If the total amount of distributions calculated pursuant to this formula exceeds the total amount of the Net Settlement Fund, the Settlement Administrator may reduce distributions by one cent, beginning with the largest distribution and working toward the smallest distribution, until the total distributions equal the amount of the Settlement Fund.

Class Members listed on the Class List as having an open account with Defendant (“**Current Account Holders**”) will receive their distribution from the Settlement Fund by credit to their account at Defendant, while Class Members who are not listed on the Class List as having an open account with Defendant, or whose

account credit fails and is returned to the Settlement Administrator under Step 3, below (collectively, “**Former Account Holders**”) will receive their distribution from the Settlement Fund by check.

Step 1: No later than the Deadline to Revert Account Credits, the Settlement Administrator will disburse to Defendant from the Settlement Fund the total amount of settlement payments due to Current Account Holders, along with a listing of the amounts due and to whom.

Step 2: No later than the Deadline to Pay Account Credits, Defendant must make one attempt to distribute the settlement payments through an account credit, with the credit appearing on the account statement with the legend “Credit—Class Action Settlement.”

Step 3: No later than the Deadline to Re-Pay Failed Account Credits, Defendant must: (a) return to the Settlement Administrator for re-deposit in the Settlement Fund any amounts that were not successfully credited to an account, along with a list identifying each Class Member whose account credit failed; and (b) provide to Class Counsel a statement under oath attesting to the amount of credits successfully applied to accounts. The Costs of Providing Account Credits will be paid as set forth on the Key Terms Page.

Step 4: No later than the Deadline to Send Settlement Checks, the Settlement Administrator must distribute payments due to Former Account Holders (and to any Current Account Holders whose account credit failed and who were identified by Defendant as provided above in Step 3) from the Settlement Fund by check with an appropriate legend, in a form approved by Class Counsel, and with an indication that the check will expire on the Deadline to Cash Settlement Checks.

In administering distribution of the Settlement Fund, the Settlement Administrator is authorized to void and reissue checks, to make corrections to checks, and to take reasonable measures that will promote payments being collected by Class Members. The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

If monies remain in the Settlement Fund after the Deadline to Cash Settlement Checks (“**Residual Funds**”), those Residual Funds will not revert to Defendant. Instead, the Settlement Administrator shall distribute the Residual Funds in a second distribution to Settlement Class Members who received credits or cashed checks in the first round distribution except that a second distribution will be made only if, taking into account the amount of Residual Funds, the average Class Member check or credit amount in the second distribution would equal or exceed \$5.00 after deducting the costs of a second distribution, which will be paid

from the Settlement Fund. Any second distribution will be made in the same manner as the first distribution and in accordance with the deadlines set forth in the Schedule of Dates and Deadlines. Following the second distribution, or following the first distribution if the Residual Funds are not sufficient to trigger a second distribution as set forth above, any remaining Residual Funds must be paid on a *cy pres* basis to the Cy Pres Recipient(s) listed on the Key Terms Page in the percentage amount listed on the Key Terms Page. Any such *cy pres* payments shall be paid no later than the Deadline for Cy Pres Payment.

If the settlement fails to become effective for any reason, including, but not limited to, if the Court does not provide both preliminary and final approval of the Agreement as discussed below in section 5, or if the Final Approval Order is reversed on appeal, or if Defendant terminates the Agreement as discussed below in section 5.4, the Settlement Administrator shall promptly return any funds remaining in the Settlement Fund, including principal and accrued interest, to Defendant, less the costs of notice and administration already incurred by the Settlement Administrator.

4. Release.

In exchange for the benefits of this Agreement, the Class Members will provide and be bound by the release set forth in paragraph 11 of Exhibit D, the Final Approval Order. In particular, upon the Effective Date of this Agreement, the Class Representative and the Class Members each release and forever discharge Defendant and its predecessors, successors, assigns, insurers, members, current and former officers, directors, employees, attorneys and agents (the “Released Parties”) from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages or other legal or equitable relief arising out of Defendant’s assessment of the Challenged Fees during the Class Period.

5. Process for Court Approval of Settlement.

This entire Agreement is contingent on the parties obtaining Court approval of the Agreement, both preliminary approval and final approval as referenced below.

5.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representative must move the Court to enter the Preliminary Approval Order. Defendant will not oppose the motion, including not opposing class certification for purposes of settlement. The parties anticipate that the Preliminary Approval Order actually entered by the Court will be substantially similar to the draft Preliminary Approval Order attached as Exhibit C to this Agreement; however, in any event, the Preliminary Approval Order actually entered by the Court shall: (1) preliminarily

certify the Settlement Class for purposes of this Settlement; (2) appoint Class Representative as the representative of the Settlement Class and Class Counsel as counsel for the Settlement Class; (3) preliminarily approve this Agreement and Settlement as fair, reasonable, and otherwise proper; (4) approve the methodology, forms, and procedure for providing notice of this Agreement and Settlement to the Settlement Class Members as provided below (or as otherwise determined by the Court); (5) direct that notice of this Agreement and Settlement be provided to the Settlement Class Members as provided below (or as otherwise determined by the Court); (6) provide the date, location, and details for the Final Approval Hearing; and (7) provide information concerning how Settlement Class Members may opt out or exclude themselves from the Settlement or object to the Settlement.

5.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with the Class List, which must contain at least the following information for each member of the Settlement Class in Microsoft® Excel format:

- Account identifier (such as account number)
- Full name of the primary accountholder
- Last known address of the primary accountholder
- Email address (if the accountholder is a current member of Defendant and has consented to receive electronic documents and communications concerning his or her account)
- Total amount of Challenged Fees charged during the Class Period
- An indication of whether the account remains open or is closed

At Defendant's discretion, Defendant may utilize a third-party expert (the "**Fee Expert**") to analyze the relevant data and create the Class List. The Costs of Preparing the Class List and of the Fee Expert will be paid as set forth on the Key Terms Page.

The Class List may not be disseminated to anyone other than the Settlement Administrator, which must keep the Class List confidential. The Settlement Administrator must sign a confidentiality agreement that includes security provisions consistent with the National Credit Union Association Rules and Regulations, Part 748, and all other applicable laws.

Before sending the notice described below in section 5.3, the Settlement Administrator must update the addresses on the Class List using the United States Postal Service's National Change of Address service.

5.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice (or as otherwise provided by the Court in the Preliminary Approval Order), the Settlement Administrator must do all of the following:

- (a) Establish a website at a URL agreed to by Class Counsel and Defendant's Counsel (the "**Settlement Website**") and post the Detailed Notice to the Settlement Website
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator
- (c) E-mail the Summary Notice to all persons on the Class List for whom an email address is provided (Emails sent by the Settlement Administrator must be sent in a manner that is reasonably calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email.)
- (d) Mail the Summary Notice by United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email.

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that member of the Settlement Class. If any mailed Summary Notice is returned as undeliverable with a forwarding address, then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address, then the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search.

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 days prior to the Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs. 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. To the extent the database is provided to Class Counsel, it shall be used

only for purposes of implementing the terms of this Agreement, and shall not be used for any other purposes.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

The Detailed Notice and the Summary Notice shall be in a form approved by the Court and substantially similar to the notice forms attached as Exhibits A and B. The parties may by mutual written consent make non-substantive changes to the notices without Court approval.

5.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice. To be valid, a request to opt-out must comply with the timing, procedure, and substance requirements set forth in the Detailed Notice. Any person who submits a valid and timely request to opt-out will be excluded from the Settlement and will not be bound by any of its terms, including the release. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendant. The Settlement Administrator shall retain the originals of all requests to opt-out that the Settlement Administrator receives (including the envelopes with the postmarks). The Settlement Administrator shall make the original requests to opt-out available to Class Counsel, Defendant's Counsel, and/or the Court upon two (2) court days' written notice.

If more than 5% of the members of the Settlement Class opt-out, Defendant may terminate this Agreement by providing written notice to Class Counsel no later than the Deadline to Terminate for Opt-Outs, in which event this Agreement shall become null and void.

5.5. Right of Class Members to Object.

Any Class Member, other than a Class Member who timely opts-out of the Settlement as described above in section 5.4, may object to the Settlement by complying with the requirements to submit an objection set forth in the Detailed Notice. For an objection to be considered by the Court, the objecting Class Member must comply with the timing, procedure, and substance requirements set forth in the Detailed Notice. Class Counsel shall file any objections and responsive pleadings at least seven days before the Date of the Final Approval Hearing.

5.6. Final Approval.

The parties will coordinate with the Court to set a Final Approval Hearing for the Court to consider and enter the Final Approval Order. No later than the Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs, Class Counsel will file: (1) a motion for the Court to enter the Final Approval Order; (2) a notice identifying any class members who have timely and validly opted-out of the Settlement as discussed above in section 5.4; and (3) a motion for the Court to award fees, costs, and the Service Award from the Settlement Fund, as discussed below in section 6. Defendant will not oppose these motions provided they comply with the terms of this Agreement. At the Final Approval Hearing, the Class Representative and Defendant must seek for the Court to enter the Final Approval Order.

The parties anticipate that the Final Approval Order actually entered by the Court will be substantially similar to the draft Final Approval Order attached as Exhibit D to this Agreement; however, in any event, the Final Approval Order actually entered by the Court shall: (1) confirm final certification of the Settlement Class for purposes of this Settlement; (2) confirm the appointment of Class Representative as the representative of the Settlement Class and the appointment of Class Counsel as counsel for the Settlement Class; (3) provide final approval of this Agreement and Settlement as fair, reasonable, and otherwise proper; (4) determine that notice of the Settlement and Agreement was properly provided to the Settlement Class Members in a manner that was adequate and reasonable and compliant with applicable law and due process such that all Settlement Class Members who did not timely and validly opt-out of the Settlement are bound by the Settlement and Agreement, including the release of claims; (5) order that the Settlement Fund be distributed as provided for in this Agreement and after deduction of any Court-approved fees, expenses, and service awards; (6) order that all claims released by this Agreement are released as of the Effective Date; (7) dismiss, with prejudice, the lawsuit in this matter; and (8) provide that the Final Approval Order is a final judgment in the lawsuit.

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.

5.7. Effective Date.

This Agreement will become effective and binding on the Effective Date (as defined in the Schedule of Dates and Deadlines). The parties acknowledge that this Settlement and Agreement is conditional on: (1) the Court entering the Preliminary Approval Order, as discussed above in section 5.1; (2) the Court entering the Final

Approval Order, as discussed above in section 5.6; and (3) the Final Approval Order not being reversed on appeal.

6. Attorneys' Fees, Expenses, and Service Award

No later than the Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs, Class Counsel shall file a motion with the Court for consideration at the Final Approval Hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus a service award of up to the Service Award Amount listed on the Key Terms Page, all to be paid from the Settlement Fund. Defendant agrees to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees and Expenses, Class Counsel shall be paid the amounts awarded by the Court for fees and expenses from the Settlement Fund. If the Court's final approval of this Settlement and Agreement is reversed on appeal, Class Counsel shall immediately repay all amounts disbursed under this section to Defendant. If the Court's award of fees and costs contemplated by this section is reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court.

No later than the Deadline to Pay Service Award, the Class Representative shall be paid the amount awarded by the Court for a service award from the Settlement Fund. Upon payment of the Service Award, Class Representative shall close out any accounts she has with Defendant and agree not to seek any additional services from Defendant. To the extent that Class Representative has any deposit accounts that are currently charged off with a negative balance, the parties agree that Defendant may force close those accounts. In such case, Defendant will write off the negative balance, and Class Representative shall not be liable for the negative balance. Defendant can refuse to provide services in the future to Class Representative without liability. Class Representative shall still be responsible for any loan obligations she may have to the Defendant.

7. No Admission of Liability/Agreement Not Binding Absent Approval.

Defendant is entering into this Agreement solely to compromise and settle the lawsuit and to avoid the expense and uncertainty of continued litigation. This Agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendant expressly denies any wrongdoing, misconduct, or liability in the lawsuit. In addition, nothing in this Agreement or related to this Settlement may be cited as authority by any party and shall not stand as support for contested class certification in any other cases.

If this Agreement fails to become effective, or is voided, for any reason, then:

- (i) no act, statement, or filing in furtherance of this Agreement may be used to support or oppose the certification of any class, or any other issue, in the lawsuit;
- (ii) all the parties to this Agreement shall be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; and (iii)

Defendant shall be entitled to object to certification of any class in this lawsuit.

8. The Settlement Administrator

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. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

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

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 last distribution, including any *cy pres* payment, is made from the Settlement Fund, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete 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. To the extent Class Counsel receives a copy of the Class List, it shall be subject to the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. Such information shall be used only for purposes of the implementation of this Agreement.

The Settlement Administrator shall provide notice of the settlement provided for in this Agreement as required under the Class Action Fairness Act, 28 U.S.C § 1715.

9. Additional Terms

9.1. Agreement to Effectuate This Settlement

The Class Representative, Class Counsel, Defendant, and Defendant's counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this Agreement; and (iii) Class Representative and Class Counsel shall each provide a Form W-9 to Defendant and its insurer and the Settlement Administrator prior to receiving the payments set forth above.

9.2. Integration Clause

This Agreement, and all exhibits to it, constitute the entire agreement between the parties and can be modified only in writing. This Agreement, and all exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this Agreement. The Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Agreement has been made to the parties. The terms of this Agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

9.3. Execution in Counterparts and by Electronic Signature

This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

9.4. No Construction Against the Drafter

Each party has participated in negotiating and drafting this Agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents 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 Settlement Agreement.

9.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This Agreement, and all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this Agreement. All proceedings relating to the administration, interpretation, and enforcement of this Agreement and related documents must be brought in the Court.

9.6. Publicity

If contacted by the media about this Agreement, the parties may state that the matter has been resolved subject to Court approval and may direct the media to the Settlement Website or Court file for additional information. The parties may also provide the following statement if contacted by the media about this Agreement:

“Mazuma Credit Union, on _____, reached a tentative settlement to resolve a putative class-action lawsuit alleging claims that Mazuma Credit Union improperly assessed overdraft and non-sufficient funds charges on certain account transactions.

Mazuma Credit Union has entered into the settlement to resolve the disputes arising out of the lawsuit and to avoid the expense and disruption to its business operations associated with further litigation. Mazuma Credit Union does not admit to any of the allegations made in the lawsuit and expressly denies any liability and any charges of wrongdoing.

The tentative settlement is subject to court approvals.”

The parties agree to not make any communications with the media or press about this Settlement or Agreement other than as specifically provided by this section 9.6.

9.7. Not for Use in Other Actions

Neither this Agreement nor any Court order entered pursuant to this Agreement, including, but not limited to, the Preliminary Approval Order and the Final Approval Order, may be cited as authority or precedent in court by either party and shall not stand as support of a motion for class certification in any other case against Defendant where certification is contested. Notwithstanding the foregoing, the parties may use the Agreement and related Court orders to enforce

the terms of the Agreement, including the release of claims provided by Plaintiff and the Class Members. Defendant may assert and use the Agreement and any related Court orders as a defense to any claims that are subject to the release provided for in this Agreement.

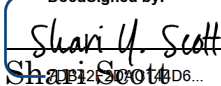
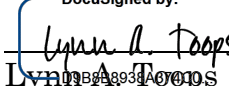
[Remainder of this page intentionally left blank]

10. Signatures

Each party is signing as of the date indicated next to that party’s signature.

<hr/>	
Mazuma Credit Union	
Dated:_____	By: _____

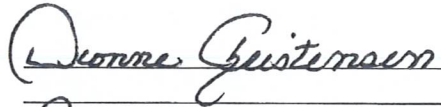
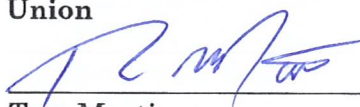
	Its: _____

Counsel for Mazuma Credit Union	
Dated:_____	By: _____
	Tom Martin
	Lewis Rice LLC
<hr/>	
Class Representative	
Dated: 3/27/2025_____	DocuSigned by:  Shari U. Scott
<hr/>	
Class Counsel	
Dated: 3/27/2025_____	By: DocuSigned by:  Lynn A. Toops
	Cohen & Malad, LLP
<hr/>	

[Remainder of this page intentionally left blank]

10. Signatures

Each party is signing as of the date indicated next to that party's signature.

<hr/>	
	Mazuma Credit Union
Dated: <u>march 28, 2025</u>	By: <u></u>
	Its: <u>PRESIDENT / CEO</u>
<hr/>	
	Counsel for Mazuma Credit Union
Dated: <u>4 / 2 / 2025</u>	By: <u></u>
	Tom Martin Lewis Rice LLC
<hr/>	
	Class Representative
Dated: _____	_____
	Shari Scott
<hr/>	
	Class Counsel
Dated: _____	By: _____
	Lynn A. Toops Cohen & Malad, LLP
<hr/>	

[Remainder of this page intentionally left blank]

Exhibit A – Summary Notice

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

There has been a proposed class action settlement in the lawsuit entitled *Scott v. Mazuma Credit Union*, No. 23CV05287, which is pending in The District Court of Johnson County, Kansas, Civil Court Department. In the lawsuit, Plaintiff alleged that, from September 1, 2018, through December 31, 2024, Defendant improperly charged (1) Overdraft fees incurred on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and (2) Overdraft fees and NSF fees incurred on an item that had previously incurred an NSF Fee (“Retry Fees”). Defendant denies any wrongdoing, but it has agreed to settle to avoid the burden and expense of litigation. If you are a member of the Settlement Class and the settlement is approved, you may be entitled to receive a cash payment or account credit from the \$1,985,000 Settlement Fund. The amount and nature of the benefits you are entitled to will be determined by an independent Settlement Administrator based on the settlement agreement and not by Defendant. You do not need to make any claim for benefits; if the settlement is granted final approval you will automatically be sent any benefits to which you are entitled, including through an account credit or check.

The Court has preliminarily approved this settlement. It will hold a final approval hearing on [DATE OF FINAL APPROVAL HEARING and TIME] at [LOCATION]. You do not need to attend this hearing. At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve payment of attorneys’ fees up to 1/3 of the Value of the Settlement to be paid from the Settlement Fund, payment of a service award up to \$8,000 to the named plaintiff, to be paid from the Settlement Fund, and reasonable expenses, also to be paid from the Settlement Fund. If the Court grants final approval and you do not request to be excluded from the settlement, in exchange for the benefits made available under the settlement, you will release your right to bring any claim covered by the settlement.

To obtain more information and other important documents, please visit: [SETTLEMENT WEBSITE ADDRESS]. Alternatively, you may call [PHONE NUMBER].

If you do not want to participate in this settlement—you do not want to receive a cash payment, account credit, or other benefit, and you do not want to be bound by any judgment entered in this lawsuit—you may exclude yourself by submitting an opt-out request. If you do not opt-out, you may object to the settlement by submitting a written objection. Any request to opt-out or any objection must be postmarked no later than [DEADLINE TO OBJECT]. You may learn more about the opt-out and objection procedures and requirements by visiting [SETTLEMENT WEBSITE] or calling [PHONE NUMBER].

Exhibit B – Detailed Notice

THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT
Scott v. Mazuma Credit Union, No. 23CV05287

**If you were assessed a Challenged Fee¹ by
Mazuma Credit Union, you could get a payment
and/or other benefits from a class action
settlement.**

A court authorized this notice. This is not a solicitation from a lawyer.

- The settlement relates to certain fees (defined in footnote 1 below) that Mazuma Credit Union (“Defendant”) charged from September 1, 2018, through December 31, 2024. If you were charged such a fee and are a Missouri citizen, you are a member of the Settlement Class.
- Class Members who do nothing will automatically receive a check or account credit as part of the settlement. Such payments and credits will be from the Net Settlement Fund and will be based on a percentage of the amount of Challenged Fees you paid. The amounts of such payments and credits will be determined by an independent settlement administrator and not by Defendant.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Automatically receive a settlement check or account credit once the settlement is finally approved. Give up the right to bring a separate lawsuit about the same issues.
EXCLUDE YOURSELF	Get no benefits from the settlement. Keep the right to bring a separate lawsuit about the same issues at your own expense.

¹ “Challenged Fees” means: (1) Overdraft fees incurred during the Class Period, and not otherwise refunded, on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and (2) Overdraft fees and NSF fees incurred during the Class Period, and not otherwise refunded, on an item that had previously incurred an NSF Fee (“Retry Fees”).

OBJECT

Write to the Court about why you don't like the settlement. If the settlement is approved, you will still automatically receive a check or account credit and give up the right to bring a separate lawsuit about the same issues.

- These rights and options—**and the deadlines and procedures for exercising them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement.

BASIC INFORMATION**1. Why did I get this notice?**

If you received a postcard notice or email relating to this case, then the records of Defendant show that you were assessed a Challenged Fee (as defined in footnote 1, above) during the timeframe set forth above and are a member of the Settlement Class who may be affected by this class action settlement.

The Court has ordered that this notice be provided because you have a right to know about the proposed class action settlement, and about your options, before the Court decides whether to approve the settlement. If you do nothing and the Court approves the settlement, and after any appeals are resolved, the benefits of the settlement will be provided to you.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

The Court in charge of the case is The District Court of Johnson County, Kansas, Civil Court Department, and the case is known as *Scott v. Mazuma Credit Union*. The person who sued is called the Plaintiff, and the entity sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that Defendant improperly assessed the fees described in footnote 1 above. Defendant denies that it did anything wrong. Defendant claims that it was allowed to assess these fees and properly did so in accordance with the terms of its account agreements and applicable law.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Shari Scott) sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action solely for the purposes of settlement and this notice. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations in the lawsuit and expressly disclaims and denies any and all fault or liability for the charges that have been alleged in this lawsuit. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will be provided with benefits from this settlement, you first have to determine whether you are a Class Member.

5. How do I know if I am part of the settlement?

If you received an email or postcard notice addressed to you, then you are a member of the Settlement Class, you will be a part of the settlement, and the applicable benefits of the settlement will be provided to you, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

The Defendant has agreed to pay \$1,985,000 into a Settlement Fund to settle this case. As discussed separately below, attorneys’ fees, litigation costs, the costs of this notice and the costs of distributing the settlement benefits, among other settlement administration costs, and a service award to the Class Representative will also be paid out of the Settlement Fund.

7. What can I get from the settlement?

After deducting the attorneys' fees and expenses, costs of notice and administration, and service awards to the Class Representative approved by the Court, there will be a Net Settlement Fund available for distribution to Class Members. Each Class Member will be paid from this fund on a pro rata basis, based on the amount of applicable Challenged Fees paid by the Class Member between September 1, 2018, and December 31, 2024. For example, a Class Member who paid \$1,000 in Challenged Fees during the timeframe in question will receive a check or account credit for twice as much as a Class Member who paid \$500 in Challenged Fees during the timeframe in question.

The actual amount of any Class Member's check or account credit will be determined by an independent settlement administrator based on the following formula:

$$\text{Class Member's Distribution} = \left(\frac{\text{Total Amount of Challenged Fees Paid by Class Member During the Class Period}}{\text{Total Amount of Challenged Fees Paid by All Class Members During the Class Period}} \right) \times \text{Net Settlement Fund}$$

You will not receive more in the settlement than the amount of the applicable fees that you paid during the Class Period and are likely to receive less.

8. What do I need to do to receive a payment from the settlement?

You do not need to do anything to receive a payment or account credit from the settlement. As long as you do not exclude yourself, you will receive a settlement payment or account credit if the settlement is approved and becomes final and if you are eligible. If your address changes, however, please call the number at the bottom of this notice to report the address change so that your payment reaches you.

9. When would I get my payment?

The Court will hold a hearing on **[DATE OF FINAL APPROVAL HEARING]** to decide whether to approve the settlement. You do not need to attend. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year. You do not need to do anything to receive your payment.

10. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims that were or could have been brought in *this* case relating to the Challenged Fees. It also means that all of the Court's orders will apply to you. Once the settlement is final, your

claims relating to claims that were or could have been brought in *this* case relating to the Challenged Fees will be released and forever barred.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment, account credit, or any other benefits from this settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as opting out of—the Settlement Class.

11. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Scott v. Mazuma Credit Union*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **[DEADLINE TO OPT-OUT]** to:

Scott v. Mazuma Credit Union Exclusions

[Notice Administrator Address 1]

[Notice Administrator Address 2]

[City], [State] [ZIP].

You can't exclude yourself by phone or by e-mail or by letter to a different address or by appearing in person at a Mazuma location. The only way to exclude yourself is by mailing a letter to the address above, postmarked by the above deadline, and including your signature and the request to opt-out and related information as provided above. If you ask to be excluded, you will not get any settlement payment or credit and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future concerning the Challenged Fees that were assessed during the Class Period.

12. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember that the exclusion deadline is **[DEADLINE TO OPT-OUT]**.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money or benefits from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of Cohen & Malad, LLP; Stranch, Jennings & Garvey, PLLC; and Beam-Ward, Kruse, Wilson & Fletes, LLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers, as they are paid out of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 1/3 of the Value of the Settlement to be paid from the Settlement Fund, plus reimbursement of expenses, and a service award to the Class Representative of up to \$8,000, to be paid from the Settlement Fund. The amount of the attorneys' fees, expenses, and service awards must be approved by the Court.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

16. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions, or other materials you intend to offer in support of the objection. The Court will consider your views. To object, you must send a letter saying that you object to *Scott v. Mazuma Credit Union*. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any evidence or legal argument that supports your objection. You must mail the objection to the following address postmarked no later than **[DEADLINE TO OBJECT]**:

Scott v. Mazuma Credit Union Objections
[Notice Administrator Address 1]
[Notice Administrator Address 2]
[City], [State] [ZIP].

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend the hearing. However, if you wish, you may attend and you may ask to speak.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **[DATE OF FINAL APPROVAL HEARING and TIME]** at **[LOCATION]** or by telephonic or videoconference, which will be listed on the settlement website. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 20 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. You are not required to attend this hearing.

19. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Scott v. Mazuma Credit Union*." You must include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must be postmarked no later than **[DEADLINE TO OBJECT]**, and be sent to the address listed under question 16 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph and must file an appearance in accordance with the applicable rules of the Court.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, and you will be provided the payments or account credit and any other benefits provided by the settlement once it becomes final and assuming the settlement is approved by the Court. In exchange for the payment or credit, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims released in the Settlement Agreement.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details, including the settlement agreement, are available on the settlement website [\[add URL\]](#). You can also call toll free [\[PHONE #\]](#). Be sure to state that you are calling about the *Scott v. Mazuma Credit Union* settlement.

PLEASE DO NOT CONTACT MAZUMA CREDIT UNION CONCERNING THIS NOTICE OR THE SETTLEMENT.

Exhibit C – Preliminary Approval Order

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT**

SHARI SCOTT, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

MAZUMA CREDIT UNION,

Defendant.

Case No. 23CV05287

Div. 12

PRELIMINARY APPROVAL ORDER

Plaintiff, Shari Scott, and Defendant, Mazuma Credit Union, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiff has moved the Court to conditionally certify the Settlement Class under K.S.A. § 60-223(a) and (b)(3); to grant preliminary approval to the Settlement under K.S.A. § 60-223(e); to approve the form and method for giving notice of the proposed Settlement to the Settlement Class; and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that, solely for the purposes of settlement and notice, the requirements of K.S.A. 60-223(a) and (b)(3) have been met, specifically:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of Class Members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Challenged Fees that predominate over questions affecting only individual members;
- c. The claims of the Class Representative are typical of the claims of the Class because they arise from the same Challenged Fees practices;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Class;
- e. Questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, as the claims center on the Challenged Fees practices, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the claims are numerous but each claim individually is not large.

4. The Court therefore **CERTIFIES** the following Plaintiff Class for settlement purposes only:

All Missouri citizens who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is September 1, 2018, through December 31, 2024, and Challenged Fees means (1) Overdraft fees incurred during the Class Period, and not otherwise refunded, on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and (2) Overdraft fees and NSF fees incurred during the Class Period, and not otherwise refunded, on an item that had previously incurred an NSF Fee (“Retry Fees”). Excluded from the Class are all judges who have presided

over this matter and their immediate families and judicial staff. The Court appoints Shari Scott as Class Representative, and the Court appoints Cohen & Malad, LLP; Stranch, Jennings & Garvey, PLLC; and Beam-Ward, Kruse, Wilson & Fletes, LLC, as Class Counsel.

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. The Court, therefore, preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with Kansas law and the applicable rules and the requirements of Due Process. The Court appoints Verita Global as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement. Subject to approval of invoices by Class Counsel, the Settlement Administrator is authorized to be paid for services as provided in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2025, at the Johnson County District Court, 150 W. Santa Fe St., Olathe, Kansas 66061, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class

Counsel's application for an award of attorneys' fees and expenses and any service awards from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for substance, procedure, and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Counsel shall file a "Notice of Opt Outs," listing the names of all persons or entities who timely and validly excluded themselves from the Settlement, at least seven days prior to the date of the Final Approval Hearing.

10. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for substance, procedure, and timing set forth in the Detailed Notice included in the Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she must comply with the

requirements for substance, procedure, and timing set forth in the Detailed Notice included in the Settlement.

11. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

12. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions, or other materials the proposed intervenor intends to offer in support of the request for intervention.

13. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

14. Class Counsel shall file all objections received and any response thereto at least seven days prior to the date of the Final Approval Hearing.

15. Prior to the Final Approval Hearing, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials.

16. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection

therewith shall be without prejudice to the status quo ante rights of the Class Representative and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

SO ORDERED.

Dated:

District Judge
Johnson County District Court

Exhibit D – Final Approval Order

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT**

SHARI SCOTT, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

MAZUMA CREDIT UNION,

Defendant.

Case No. 23CV05287

Div. 12

FINAL APPROVAL ORDER

WHEREAS, Plaintiff, Shari Scott, and Defendant, Mazuma Credit Union, entered into the Class Action Settlement Agreement (“Settlement Agreement”);

WHEREAS, this Court previously entered the Preliminary Approval Order, which certified, for settlement and notice purposes only, the following class (the “Class”):

All Missouri citizens who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is September 1, 2018, through December 31, 2024, and Challenged Fees means (1) Overdraft fees incurred during the Class Period, and not otherwise refunded, on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and (2) Overdraft fees and NSF fees incurred during the Class Period, and not otherwise refunded, on an item that had previously incurred an NSF Fee (“Retry Fees”). Excluded from the Class are all judges who have presided over this matter and their immediate families and judicial staff.

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to the members of the Settlement Class, directing that notice of the Settlement Agreement be given to the Settlement Class as provided in the Settlement Agreement, and scheduling a hearing on final approval;

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order, the Settlement Administrator caused notice to be emailed and/or mailed by United States First Class Mail to all known members of the Class, and the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of the names of the members of the Settlement Class who submitted valid requests for exclusion from the Class;

WHEREAS, on _____, 2025, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records, and proceedings in the Lawsuit, the benefits to the Class Members under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in this case (the “Parties”). The Court further finds that proper notice of the Settlement has been provided to the Class Members such that the Court also has jurisdiction over the Class to enter this Final Approval Order and judgment.

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. For the reasons set forth in the Preliminary Approval Order, the Court finds that the Class meets the requirements for certification under K.S.A. 60-223(a) and (b)(3), and the Court hereby reaffirms its prior certification and certifies the following Class for entry of judgment on the Settlement:

All Missouri citizens who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is September 1, 2018, through December 31, 2024, and Challenged Fees means (1) Overdraft fees incurred during the Class Period, and not otherwise refunded, on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and (2) Overdraft fees and NSF fees incurred during the Class Period, and not otherwise refunded, on an item that had previously incurred

an NSF Fee (“Retry Fees”). Excluded from the Class are all judges who have presided over this matter and their immediate families and judicial staff.

5. The Class Representative and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement, and the Court therefore reaffirms the appointment of Plaintiff as Class Representative and Plaintiff’s Counsel as Class Counsel.

6. The Settlement is the product of good faith, arm’s-length negotiations by the Class Representative and Class Counsel, and Defendant and Defendant’s Counsel, and the Class and Defendant were represented by capable and experienced counsel.

7. The form, content, and method of dissemination of the notice given to members of the Class—individuals emailed or mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Kansas law, the applicable rules, and Due Process. The notice methodology followed by the Settlement provided due and sufficient individual notice to all Class Members who could be identified through reasonable effort, and supports the Court’s exercise of jurisdiction over the Class as contemplated by the Settlement Agreement and this Final Approval Order and judgment.

8. The Settlement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the Class Representative, the Class, Class Counsel, Defendant, and Defendant’s Counsel to effectuate the Settlement according to its terms.

9. The Settlement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the method and recipients for receipt of any Residual Funds, and the parties are authorized to implement distribution of the Settlement Fund after deductions for fees, expenses, and service awards as approved by the Court.

10. The Court shall have continuing jurisdiction over the Settlement Fund.

11. Upon the occurrence of the Effective Date of the Settlement Agreement, the Class Representative and the Class Members release and forever discharge Defendant and its predecessors, successors, assigns, insurers, members, current and former officers, directors, employees, attorneys and agents (the “Released Parties”) from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages or other legal or equitable relief arising out of Defendant’s assessment of the Challenged Fees during the Class Period.

12. Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims. Notwithstanding the forgoing, nothing in this Order shall be construed as a release or waiver of any obligation of any Class Representative, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in the Settlement Agreement. Any such debts, loans, and credit obligations shall continue to be

governed by the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in the Settlement Agreement.

13. The above-captioned lawsuit, including as to the Class Representative and all Class Members, is hereby dismissed with prejudice and without assessment of costs or attorneys' fees against any party except as provided in the Settlement and Court order.

14. The Settlement Agreement and this Final Approval Order and judgment shall be forever binding on the Class Representative, all the Class Members, and their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them. The Settlement Agreement and this Final Approval Order and judgment shall have *res judicata* and other preclusive effect as to the released claims referenced above.

15. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit. The Court expressly incorporates the Class Action Settlement Agreement into this Order and retains jurisdiction over the Settlement, the parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

District Judge
Johnson County District Court