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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING
No. 19-2-20417-6 KNT
FILED AS PV

STEVE R. MARICAL; EMILY J. ANDERSON
on behalf of themselves and all others similarly
situated

Plaintiffs,

v.

BOEING EMPLOYEES' CREDIT UNION,

Defendant.

**DECLARATION OF VANESSA
PADELFORD REGARDING
SETTLEMENT ADMINISTRATION**

Honorable Ken Schubert

I, VANESSA PADELFORD, declare as follows:

1. I am a Client Engagement Manager at JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as information provided to me by experienced JND employees and, if called upon to do so, I could and would testify competently thereto.

2. JND is serving as the Class Administrator in the above-captioned litigation (“Action”) as ordered by the Court in its Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) dated June 9, 2021, Docket No. 97.

CLASS MEMBER DATA

3. On June 14, 2021, Defendant provided JND with information representing 152,421 Settlement Class members including full name, last known mailing address, and email address (if available) (“Class Notice List”). Defendant also provided JND a list prepared by Class Counsel’s expert which included Settlement Class members’ estimated Settlement Awards (“Settlement Awards List”). The Class Notice List included 521 more records than the Settlement Awards List, which JND identified and provided to the Parties for further review. Named Plaintiffs Steve R. Marical and Emily

1 J. Anderson were also added to the Class Notice List resulting in 152,423 Class Members on the Class
2 Notice List.

3 4. JND loaded the Class Notice List with the Settlement Awards List into a dedicated
4 Settlement database. A unique Class Member ID was assigned to each Class Member for purposes of
5 identification and tracking throughout the Settlement administration process.

6 5. Prior to sending Postcard Notice, JND updated the Class Notice List mailing address
7 information using data from the National Change of Address (“NCOA”) database.¹
8

9 **SETTLEMENT EMAIL NOTICE**

10 6. Per paragraph 16 of the Preliminary Approval Order, JND commenced sending the Email
11 Notice on June 24, 2021 to 145,409 Class Members with valid email addresses. A representative sample
12 of the Email Notice is attached as Exhibit A.
13

14 7. Of the 145,409 Class Members who were sent the Email Notice, 142,550 or 98% were
15 deemed delivered and 2,859 or 2% were deemed undeliverable.

16 **SETTLEMENT POSTCARD NOTICE**

17 8. Per paragraph 16 of the Preliminary Approval Order, JND sent Postcard Notice on June
18 24, 2021, by USPS first class mail, postage pre-paid, to 7,014 Class Members without a valid email
19 address. In addition, JND sent a Postcard Notice to the 2,859 Class Members whose Email Notice
20 was returned undeliverable. A representative sample of the Postcard Notice is attached as Exhibit B.
21

22 9. As of September 9, 2021, of the 9,873 Postcard Notices mailed to Class Members,
23 1,255 have been returned to JND as undeliverable. Of the 1,255 undeliverable Postcard Notices, 86
24

25 _____
26 ¹ The NCOA database is the official United States Postal Service (“USPS”) technology product which
27 makes changes of address information available to mailers to help reduce undeliverable mail pieces
28 before mail enters the mail stream. This product is an effective tool to update address changes when
a person has completed a change of address form with the USPS. The address information is
maintained in the database for 48 months.

1 were forwarded to an updated address provided by the USPS and 369 were mailed to a new address
2 obtained through an advanced address search. Of the 455 mailed Postcard Notices, 129 were
3 returned undeliverable a second time with no forwarding address information.

4 10. As of September 9, 2021, of the 9,873 Class Members sent Postcard Notice, 8,944 or
5 91% have been deemed delivered and 929 or 9% have been deemed undeliverable.

6 11. In total, of the 152,423 Class Members in the Class Notice List, 151,494 or 99% were
7 issued an Email or Postcard Notice that was deemed delivered and 929 or 1% were issued a Postcard
8 Notice deemed undeliverable.
9

10 SETTLEMENT WEBSITE

11 12. Pursuant to the Settlement Agreement and Release, dated April 30, 2021, Docket No.
12 88, Exhibit 1, JND established a dedicated, case-specific website for the above-captioned litigation,
13 www.NSFSettlement.com, to provide important information about the proposed Settlement. The
14 “Home” page provides a summary of the proposed Settlement, and an overview of legal rights and
15 options. The “FAQ” page provides answers to frequently asked questions, information about how to
16 receive a payment, how to request exclusion or objection, the dates and information for relevant Court
17 proceedings, including the Final Approval Hearing, and contact information for JND. The “Important
18 Documents” page provides downloadable PDF copies of important Court documents, including the
19 Long Form Notice in English, the Settlement Agreement and Release, Plaintiffs’ Motion for
20 Preliminary Approval of Class Action Settlement, and Order Granting Plaintiffs’ Motion for
21 Preliminary Approval of Class Action Settlement. The “Notificación en Español” page provides a
22 downloadable PDF copy of the Long Form Notice in Spanish. A copy of the Long Form Notice that
23 was posted on the Settlement Website is attached as Exhibit C.
24
25

26 13. Between June 24, 2021, when Class Member Postcard and Email Notice was issued,
27 and September 9, 2021, there were a total of 6,906 views of the Settlement Website pages and
28

1 documents and 4,009 unique visitors to the Settlement Website. JND will continue to update and
2 maintain the Settlement Website throughout the Settlement administration process.

3 **TOLL-FREE INFORMATION LINE AND EMAIL COMMUNICATIONS**

4
5 14. On June 24, 2021, JND established a toll-free telephone number, 1-833-961-3961, for
6 Class Members to call and obtain information about the Settlement. The toll-free number is accessible
7 24 hours a day, 7 days a week.

8 15. As of September 9, 2021, the toll-free number has received 249 incoming calls. JND
9 will continue to maintain the toll-free number throughout the Settlement administration process.

10 16. On June 24, 2021, JND also established a case-specific email address,
11 info@nsfsettlement.com, to receive and respond to Class Member email inquiries pertaining to the
12 Settlement.

13
14 17. As of September 9, 2021, JND has received and responded to 316 emails.

15 **EXCLUSIONS RECEIVED**

16
17 18. Email and Postcard Notices informed Class Members who wanted to exclude
18 themselves from the Settlement that they must do so by mailing an exclusion letter to JND, postmarked
19 on or before August 9, 2021. Per the Settlement Agreement and Release, the exclusion request must
20 be signed and include the Class Member's full name, address, last four digits of Social Security
21 Number, signature, and a request to be removed as a Class Member.

22 19. JND has received two timely and valid exclusion requests. A list of the timely and
23 valid exclusions is attached as Exhibit D.

24
25 **OBJECTIONS**

26 20. Email and Postcard Notices informed Class Members who wanted to object to the
27 Settlement that they must do so by filing a written objection with the Court by August 9, 2021. Per
28

1 the Settlement Agreement and Release, the written objection must include: a) the name of the Action;
2 b) the objector's full name, address and telephone number; c) an explanation of how the objector
3 claims to be a Settlement Class Member; d) the grounds for the objection, along with any legal support;
4 e) details about objecting to other class action settlements within the preceding five years; f) details
5 about representative counsel, if any; g) copies of rulings related to prior objections; and h) the
6 objector's signature.

7
8 21. As of September 9, 2021, JND is aware of one objection submitted by Settlement Class
9 Member Jesse L. Zesbaugh.

10 **SETTLEMENT ADMINISTRATION FEES AND EXPENSES**

11 22. JND has performed its responsibilities as set forth in the Settlement Agreement and
12 Order. As of July 31, 2021, JND has incurred \$38,656.84 in Settlement administration fees and
13 expenses. With the assumption that the Settlement Administration is completed in February 2022 and
14 that JND will mail 26,674 checks to former BECU account holders, JND's current estimate to
15 complete is \$51,154 (\$36,771 in fees and \$14,383 in expenses) for an estimated total of \$89,810.
16

17 23. JND will continue to administer the Settlement through all phases of Settlement
18 administration, as required by the Settlement Agreement and Release, Preliminary Approval Order,
19 and pursuant to any future orders of this Court.

20 I declare under the penalty of perjury pursuant to the laws of the State of Washington that the
21 foregoing is true and correct.

22 Executed on September 10, 2021 in Seattle, Washington.

23
24 

25 VANESSA PADELDFORD

EXHIBIT A

To: [Class Member Email Address]
From: info@nsfsettlement.com
Subject: Non-Sufficient Funds Settlement

If you had a checking account with Boeing Employees' Credit Union (BECU) and were charged an overdraft or NSF fee between August 2, 2015 and July 1, 2020, or a representation NSF fee between August 2, 2013 and July 1, 2020, a proposed class action settlement may affect your rights.

You received this email because you have the right to know about your rights and options in a proposed class action settlement that has been reached in the lawsuit known as *Marical v. BECU*, Case No. 19-2-20417-6-KNT.

What is this about? Plaintiffs and the Class alleged that BECU violated the Washington Consumer Protection Act and Washington common law by imposing overdraft and NSF fees at times when BECU's members had a ledger balance—but not an available balance—sufficient to cover the transaction. The ledger balance reflects only settled transactions that have been debited from or credited to an account. The available balance includes transactions that were authorized but not yet settled, or deposits subject to account holds. The available balance may be lower than the ledger balance. Plaintiffs also alleged that BECU violated Washington law by charging more than one NSF fee when a transaction is re-presented for payment, after previously being declined. BECU contends that its overdraft and NSF fees were authorized by its Member Account Agreements and denies the claims Plaintiffs alleged. Both sides have agreed to a Settlement to avoid the risk, cost, and time of further litigation.

Why am I being contacted? BECU's records indicate that you were charged one or more overdraft or NSF fees as described above during the Class Period. Accordingly, you are eligible to receive a payment from the settlement.

Who is affected? You are in the Settlement Class if you resided in Washington, were a BECU member, and at any point from August 2, 2015 through July 1, 2020 incurred an overdraft fee or an NSF fee for a transaction when the amount of the ledger balance shown in BECU's record of your account was equal to or greater than the amount of the transaction, or at any point from August 2, 2013 through July 1, 2020 were charged an NSF fee on a transaction for which you had already been charged an NSF fee.

What does the settlement provide? To settle this lawsuit, BECU has agreed to pay \$6,000,000 into a Settlement Fund which will provide individual payments to eligible Settlement Class Members, a service award payments to the Class Representatives, attorneys' fees and reimbursement of out-of-pocket litigation costs, and the costs related to settlement administration.

Settlement Class Members who do not exclude themselves will receive a cash payment equal to their proportional share of the allegedly wrongful overdraft and NSF fees BECU charged.

What are my options?

Do Nothing. Stay in this lawsuit. Receive a payment. Give up certain rights.

By doing nothing, you will receive benefits from the Settlement if it is approved by the Court, including cash payments. You give up any rights to sue BECU on the claims alleged in this lawsuit or similar claims.

Ask to be Excluded. Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded from the lawsuit, you will not receive any benefits of the Settlement, including payment. You keep any rights to sue BECU separately about the same or similar legal claims. To be excluded, you must mail an Exclusion Request to the Settlement Administrator by **August 9, 2021**.

Object to the Settlement. Stay in the Class. File a written Objection to the Settlement.

If you disagree with any portion of the Settlement, you may file a written Objection with the Court, which will be considered at the Final Approval Hearing. You may also ask to speak at the hearing. If you exclude yourself from the Settlement, the Court will not consider an Objection from you. If the Settlement is approved, you will be bound by the Settlement Agreement and give up any rights to sue BECU separately about the same or similar legal claims in this lawsuit, but you will still be eligible to receive the benefits of the Settlement Fund. Your Objection must be postmarked no later than **August 9, 2021**.

What happens next? The Court is scheduled to hold a Final Approval Hearing on **September 24, 2021 at 11:00 a.m.** to consider whether to approve the settlement, Class Counsel's request for attorneys' fees of up to thirty percent of the Settlement Fund, plus expenses, and a Service Award for the Class Representative of up to \$7,500. You can appear at the hearing, but you do not have to appear. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing.

How do I get more information? This notice is only a summary. For more information about the lawsuit and to view the full notice and Settlement Agreement visit www.nsfsettlement.com or call 1-833-961-3961.

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR
BECU WITH QUESTIONS ABOUT THE SETTLEMENT**

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

EXHIBIT B

This Notice Was Authorized by the Superior Court in and for King County.
This is not a solicitation from a lawyer.

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND FAIRNESS HEARING**

***Marical v. Boeing Employees'
Credit Union***

**King County Superior Court
Case No. 19-2-20417-6-KNT**

If you had a checking account with Boeing Employees' Credit Union (BECU) and were charged an overdraft or NSF fee between August 2, 2015 and July 1, 2020, or a representation NSF fee between August 2, 2013 and July 1, 2020, a proposed class action settlement may affect your rights.

Marical v. Boeing Employees' Credit Union
c/o JND Legal Administration
P.O. Box 91407
Seattle, WA 98111



Postal Service: Please do not mark barcode

CLASS MEMBER ID:

«NameNumber»

«Truncated_Name_1» «Truncated_Name_2»

«Address1»«Address2»

«City», «State»«PostalCode»

«Country»

A settlement has been reached in a class action lawsuit against BECU. The lawsuit, *Marical v. Boeing Employees' Credit Union, King County Superior Court Case No. 19-2-20417-6-KNT*, involves allegations that BECU violated Washington law by imposing overdraft and NSF fees at times when a member had a ledger balance—but not an available balance—sufficient to cover the transaction. It also involves allegations that BECU violated Washington law by charging more than one NSF fee when a transaction is re-presented for payment, after previously being declined.

BECU contends that its Member Account Agreement and Account Disclosure accurately explain its overdraft and NSF fee practices. BECU denies the claims alleged in the lawsuit.

WHY AM I BEING CONTACTED?

Records indicate that you were charged one or more overdraft or NSF fees as described above during the Class Period. Accordingly, you are eligible to receive a payment from the settlement.

WHAT DOES THE SETTLEMENT PROVIDE?

The proposed Settlement provides for a fund totaling \$6,000,000.00, which will be used to make payments to the class members after first making deductions for notice and administration costs, a Service Award to the Class Representative, and attorneys' fees for Class Counsel. If you are a Settlement Class Member, you do not need to submit a claim in order to get a Settlement payment. The individual Settlement payments will depend on how many overdraft fees covered by the Settlement you were charged and how much money remains in the Net Settlement Fund after payment of other expenses. **If you do not exclude yourself from this Settlement and the Settlement is approved by the court and becomes final, you will receive a check (or a direct deposit if you currently hold a BECU checking account) reflecting your share of the Settlement.** You can learn more about this settlement including its benefits and your options, by visiting www.nsfsettlement.com for more information.

YOUR RIGHTS MAY BE AFFECTED.

If you do not want to be legally bound by the settlement, you must exclude yourself by **August 9, 2021**. If you do not exclude yourself, you will release your claims against BECU, as more fully described in the Settlement Agreement available for review at www.nsfsettlement.com. If you stay in the settlement, you may object to it by **August 9, 2021**. The Long Form Notice available at www.nsfsettlement.com explains how to exclude yourself or object. The Court is scheduled to hold a hearing on **September 24, 2021 at 11:00 a.m.** to consider whether to approve the settlement, Class Counsel's request for attorneys' fees of up to thirty percent of the Settlement Fund, plus expenses, and a Service Award for the Class Representative of up to \$7,500. You can appear at the hearing, but you do not have to appear. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing.

AM I INCLUDED IN THE SETTLEMENT?

Records indicate that you are entitled to compensation from this Settlement because you incurred certain overdraft or NSF fees during the Class Period, as defined in the Settlement Agreement with BECU in connection with your current or former BECU checking account.

Please see the detailed Notice at www.nsfsettlement.com or call 1-833-961-3961 for a more detailed explanation of who is entitled to compensation from the settlement.

For more information, visit www.nsfsettlement.com or call 1-833-961-3961

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Place
Stamp
Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Marical v. Boeing Employees' Credit Union
c/o JND Legal Administration
P.O. Box 91407
Seattle, WA 98111

EXHIBIT C

SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

If you had a checking account with Boeing Employees' Credit Union (BECU) and were charged an overdraft or NSF fee between August 2, 2015 and July 1, 2020, or a representment NSF fee between August 2, 2013 and July 1, 2020, a proposed class action settlement may affect your rights.

THIS NOTICE RELATES TO A NEGOTIATED SETTLEMENT. NO COURT HAS RULED ON THE CLAIMS ASSERTED IN THIS LAWSUIT.

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

- Members of BECU sued BECU for alleged violations of the Washington Consumer Protection Act and Washington common law. BECU denies those allegations and any liability.
- The parties have entered into a proposed settlement on behalf of Washington residents who BECU charged an overdraft fee or a non-sufficient funds (NSF) fee from August 2, 2015 through July 1, 2020 for a transaction when the ledger balance shown in the account's record was equal to or greater than the amount of the transaction, or were charged more than one NSF fee when a transaction was re-presented for payment after previously being declined between August 2, 2013 and July 1, 2020.

Your Legal Rights and Options in This Lawsuit	
Do Nothing	Stay in this lawsuit. Receive a payment. Give up certain rights. By doing nothing, you will receive benefits from the settlement if it is approved by the Court, including cash payments. You give up any rights to sue BECU on the claims alleged in this lawsuit or similar claims.
Ask to be Excluded	Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded from the lawsuit, you will not receive any benefits of the settlement, including payment. You keep any rights to sue BECU separately about the same or similar legal claims. To be excluded, you must mail an Exclusion Request to the Settlement Administrator by August 9, 2021 .

TURN OVER

Questions? Call 1-833-961-3961 & www.nsfsettlement.com

Your Legal Rights and Options in This Lawsuit

Object to the Settlement

Stay in the Class. File a written objection to the Settlement with the Court. If you disagree with any portion of the settlement, you may file a written Objection with the Court, which will be considered at the Final Approval Hearing. You may also ask to speak at the hearing. If you exclude yourself from the Settlement, the Court will not consider an objection from you. If the Settlement is approved, you will be bound by the Settlement Agreement and you give up any rights to sue BECU separately about the same or similar legal claims in this lawsuit, but you will still be eligible to receive the benefits of the Settlement Fund. Your Objection must be postmarked no later than **August 9, 2021**.

BASIC INFORMATION

1. Why did I receive this notice?

BECU's records show that between August 2, 2015 and July 1, 2020, you incurred one or more overdraft or non-sufficient funds (NSF) fees for a transaction when the ledger balance in your account was equal to or greater than the transaction amount, or that between August 2, 2013 and July 1, 2020 you incurred one or more NSF fees based on a the re-presentation of a previously declined transaction for which you had already been charged an NSF fee. This notice explains that the parties have reached an agreement to settle a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to approve the Settlement. A Judge of the Superior Court of the State of Washington for King County is overseeing this class action. The lawsuit is known as *Marical v. Boeing Employees' Credit Union*, Case No. 19-2-20417-6-KNT.

2. What is this lawsuit about?

Plaintiffs and the Class alleged that BECU violated the Washington Consumer Protection Act and Washington common law by imposing overdraft and NSF fees based on available balance at times when BECU's members had a ledger balance sufficient to cover the transaction. The ledger balance reflects only settled transactions that have been debited from or credited to an account. The available balance includes transactions that were authorized but not yet settled, or subject to account holds. The available balance may be lower than the ledger balance. Plaintiffs also alleged that BECU violated Washington law by charging a second or third NSF fee when a transaction that had already been declined and for which BECU had already charged an NSF fee was re-presented for payment.

BECU contends that its Member Account Agreement and Account Disclosure accurately explain its overdraft and NSF fee practices and that such fees are based on available balance (and not ledger balance). BECU denies the claims Plaintiffs alleged.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called Plaintiffs and “Class Representatives” (in this lawsuit Steven Marical) sue on behalf of other people who have similar alleged claims. The people together are a “Class” or “Class Members.” The party they sued (in this case BECU) is called the Defendant. If the lawsuit proceeds as a class action, it resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

THE SETTLEMENT

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or BECU. Instead, both sides agreed to a settlement. This way, they avoid the cost and risks associated with a trial, and the people affected will receive compensation. The Class Representatives and their attorneys think the Settlement is best for the Settlement Class Members.

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

You are in the Settlement Class if you resided in Washington, were a BECU member, and at any point from August 2, 2015 through July 1, 2020 incurred an overdraft fee or an NSF fee for a transaction when the amount of the ledger balance shown in BECU’s record of your account was equal to or greater than the amount of the transaction, or at any point from August 2, 2013 through July 1, 2020 were charged an NSF fee based on the re-presentation of a previously declined transaction for which you had already been charged an NSF fee.

The Settlement Class does not include any persons who validly request exclusion from the Settlement Class, as described under Question 12. A person who does not exclude him or herself is a “Settlement Class Member.”

If you have questions about whether you are part of the Class, you may call 1-833-961-3961 or visit www.nsfsettlement.com for more information.

THE SETTLEMENT BENEFITS

6. What does the Settlement Agreement provide?

To settle this lawsuit, BECU has agreed to pay \$6,000,000 into a Settlement Fund which will provide individual payments to eligible Settlement Class Members, service award payments to the Class Representatives, attorneys’ fees and reimbursement of out-of-pocket litigation costs, and the costs related to settlement administration.

Settlement Class Members will receive a cash payment equal to their proportional share of the allegedly wrongful overdraft and NSF fees BECU charged.

BECU has agreed to make additional changes as part of the settlement that include: (1) a refund policy that will allow each member in good standing to have one overdraft or NSF fee refunded each

year; (2) providing information on its website that describes ways overdraft and NSF fees are assessed and describing the difference between available balance and ledger balance; (3) directions to the web page member can use to opt out of certain overdraft fee programs; (4) developing a checking account product with no overdraft or NSF fees; and (5) additional efforts to educate members regarding its fee practices and ways to avoid having fees assessed.

BECU has and continues to contend its Member Account Agreement and Account Disclosure accurately explain its overdraft and NSF fee practices. BECU denies the claims Plaintiffs alleged and denies engaging in any unlawful acts.

7. Your Estimated Settlement Award

Most class members who were charged fees that were not refunded will receive between \$7 and \$106 depending on the amount they were charged. Class members who were charged fees that were refunded or otherwise uncollected will receive \$5.

If you do not request to exclude yourself from the Settlement, the Settlement Administrator will direct a payment to you. You do not need to file a claim form. If you are a BECU member at the time the settlement payments are issued, you will receive the payment by direct deposit to your BECU checking account. If you are not a BECU member at the time the settlement payments are issued, you will receive a check by mail. If you have questions about how settlement payments will be made or need to update your mailing address before the settlement payment distribution, you should contact the Settlement Administrator at 1-833-961-3961.

8. What are the tax implications of accepting a settlement payment?

The tax implications may vary based on your income, the amount you receive and other factors, so you should consult a tax professional to assess the specific tax implications of any payment you may receive. Class Counsel, BECU, and the Settlement Administrator cannot advise you with respect to your tax obligations.

HOW TO BENEFIT FROM THE SETTLEMENT

9. How do I receive the benefits of the Settlement?

If you received a Notice and you do not request to exclude yourself from the Settlement, you will automatically receive the benefits of the Settlement and receive a payment. **You do not need to submit a claim to receive the benefits of the Settlement or to get a payment—it's automatic.** If your mailing address changes before the Settlement Award distribution, you should contact the Settlement Administrator at 1-833-961-3961 to update your information.

10. When will I get my payment?

If no appeals are timely filed after the Court enters the Final Approval Order, then the Order will become final and the Settlement will be effective. You will receive your settlement payment approximately 45 days from the Settlement's Effective Date (roughly 75 days after the Final Approval Hearing). If you are a BECU member when the Settlement becomes effective, the Settlement Administrator will cause your Settlement Award amount to be directly deposited into your BECU checking account. If you are not a BECU member when the Settlement becomes effective, the Settlement Administrator will mail you a Settlement Award check. The checks will only be valid for 90 days from the date of issuance, after which you will not be able to cash or deposit them. However, if an appeal is filed, Settlement Award payments will not be sent until after the appeal is finally resolved.

11. What am I giving up to stay in the Settlement Class?

Unless you request to exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. If the Court approves the Settlement, you and other Settlement Class Members can't sue, continue to sue, or be part of any other lawsuit against BECU regarding BECU's imposition of overdraft and NSF fees between August 2, 2013 and July 1, 2020.

The Settlement Agreement (available at www.nsfsettlement.com) describes the claims you are releasing (the "Released Claims") and against whom you are releasing claims, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive the benefits of this Settlement or if you want to keep the right to sue or continue to sue BECU, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself – or is sometimes referred to as "opting out" of the Settlement Class.

12. How do I opt out of the Settlement?

To exclude yourself from the Settlement you must send the request in writing to the Settlement Administrator saying that you want to be excluded from the *Marical v. BECU* settlement. You must include your name, last four digits of your Social Security Number and address in the letter. You can mail your exclusion request letter, which must be postmarked no later than **August 9, 2021** to the following address:

Marical v. BECU
c/o JND Legal Administration
PO Box 91407
Seattle, WA 98111

Requests for exclusion mailed after **August 9, 2021**, will not be effective and will not result in your being excluded from the Settlement Class.

If you ask to be excluded, you will not get any Settlement Award payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

13. Why would I ask to be excluded?

If you already have, or want to bring, your own lawsuit against BECU regarding the imposition of overdraft and NSF fees and want to continue with the lawsuit, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class and is sometimes called “opting-out”—you won’t get any money or benefits from the settlement between BECU and Plaintiff. However, you may be able to sue or continue to sue BECU regarding its fee practices on your own. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

14. If I exclude myself, can I get anything from this Settlement?

No. You will not receive the benefits of the Settlement, including a payment, if you exclude yourself.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

The Court decided that the law firms of Terrell Marshall Law Group PLLC of Seattle, WA, Smith & Dietrich Law Offices, PLLC of Olympia, WA, and Berger Montague, PC of Minneapolis, MN are qualified to represent you and all Class Members. These law firms are referred to as “Class Counsel.” You will not receive a bill from these lawyers, who have asked the Court to be paid a percentage of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. The names and addresses of Class Counsel are:

Walter M. Smith
Steve E. Dietrich
Smith & Dietrich Law Offices PLLC
3905 Martin Way E., Suite F
Olympia, Washington 98506

Beth E. Terrell
Ari Y. Brown
Terrell Marshall Law Group PLLC
936 N 34th Street, Suite 300
Seattle, Washington 98103

E. Michelle Drake
Joseph C. Hashmall
Berger Montague, PC
43 SE Main Street, Suite 505
Minneapolis, Minnesota 55414

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want to hire your own lawyer, you will have to pay that lawyer. For example, you can ask a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to 30 % of the \$6,000,000 Settlement Fund to them for attorneys' fees, plus their out-of-pocket expenses. This payment compensates Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request a service award of \$7,500 for the Class Representative, Steven Marical, payable out of the Settlement Fund to compensate him for his time and effort during the litigation. Class Counsel's complete request for fees, costs, and the service award to the named Plaintiff will be posted on the Settlement Website, www.nsfsettlement.com the business day after it is filed. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

18. How do I object to the Settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. Your written objection must provide your name, address, telephone number, and the reason(s) for your objection, and other information fully described in Paragraph 64 of the Settlement Agreement. You must mail a copy of the objection to the following addresses postmarked no later than **August 9, 2021**:

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Marical v. BECU c/o JND Legal Administration PO Box 91407 Seattle, WA 98111	Beth E. Terrell Ari Y. Brown Terrell Marshall Law Group PLLC 936 N 34th Street, Suite 300 Seattle, Washington 98103 Walter M. Smith Steve E. Dietrich Smith & Dietrich PLLC 3905 Martin Way E., Suite F Olympia, Washington 98506 E. Michelle Drake Joseph C. Hashmall Berger Montague, PC 43 SE Main Street, Suite 505 Minneapolis, Minnesota 55414	Fred B. Burnside Tim Cunningham MaryAnn Almeida Davis Wright Tremaine LLP 920 Fifth Avenue, Suite 3300 Seattle, WA 98104-1610

19. What is the difference between objecting and excluding myself from the Settlement?

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

THE COURT'S FAIRNESS HEARING

20. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **September 24, 2021 at 11:00 a.m.**, before the Honorable Ken Schubert of the Superior Court of the State of Washington for King County, 401 4th Ave. N, Kent, WA 98032, Courtroom 4H. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interest of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the service award to the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement website, www.nsfsettlement.com.

21. Do I have to come the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection you don't have to come to the Court to talk about it. As long as your written objection was filed or mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you submit an objection (see Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection. To speak, you must send a letter saying that it is your "Notice of Intention to Appear" in *Marical v. Boeing Employees' Credit Union*, Case No. 19-2-20417-6-KNT. Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. Your Notice of Intention to Appear must be postmarked no later than **September 14, 2021** and be sent to the Court, Class Counsel, and Defense Counsel at the addresses set forth below. You cannot speak at the hearing if you exclude yourself.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Ken Schubert King County Superior Court 401 4th Ave. N. Kent, WA 98032	Beth E. Terrell Ari Y. Brown Terrell Marshall Law Group PLLC 936 N 34th Street, Suite 300 Seattle, Washington 98103 Walter M. Smith Steve E. Dietrich Smith & Dietrich PLLC	Fred B. Burnside Tim Cunningham MaryAnn Almeida Davis Wright Tremaine LLP 920 Fifth Avenue, Suite 3300 Seattle, WA 98104-1610

	3905 Martin Way E., Suite F Olympia, Washington 98506 E. Michelle Drake Joseph C. Hashmall Berger Montague, PC 43 SE Main Street, Suite 505 Minneapolis, Minnesota 55414	
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23. What happens if I do nothing at all?

If you do nothing, you will be a member of the Settlement Class and you will receive the benefits of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Section 11, above.

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review and download or print a copy of the Settlement Agreement via the Settlement Website at www.nsfsettlement.com. You can also get a copy of the Settlement Agreement by writing to JND Legal Administration at Marical v. BECU, c/o JND Legal Administration, PO Box 91407, Seattle, WA 98111.

25. How do I get more information?

You can call 1-833-961-3961 toll free; write to JND Legal Administration at Marical v. BECU, c/o JND Legal Administration, PO Box 91407, Seattle, WA 98111; or visit the website at www.nsfsettlement.com where you will find answers to common questions about the Settlement, the Settlement Agreement, Plaintiffs' First Amended Complaint, Class Counsel's motion for an award of attorneys' fees and costs, and other information.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR BECU WITH QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT D

Marical v. Boeing Employees' Credit Union

TIMELY AND VALID EXCLUSIONS

	<u>UNIQUE ID</u>	<u>NAME</u>	<u>CITY/STATE</u>	<u>STATUS</u>	<u>POSTMARK DATE</u>
1.	DZA9E-VW2TQ	SHIRLEITHA MC WILLIAMS	Federal Way, WA	Valid	8/2/21
2.	DCQD5-UP7BG	ARACELI A. VENTURA	Kirkland, WA	Valid	7/12/21