

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.