

No. S047104
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

COMMUNITY SAVINGS CREDIT UNION, NORTH
SHORE CREDIT UNION, CHEMAINUS CREDIT
UNION, COMOX VALLEY CREDIT UNION,
KOOTENAY SAVINGS CREDIT UNION,
VANTAGEONE CREDIT UNION, VILLAGE CREDIT
UNION, GREATER VANCOUVER COMMUNITY
CREDIT UNION, COASTAL COMMUNITY CREDIT
UNION, and VANCOUVER CITY SAVINGS CREDIT
UNION

DEFENDANTS

Brought under the *Class Proceedings Act*, RSBC 1996, c. 50

**ORDER MADE AFTER APPLICATION
(Settlement Plan Approval)**

BEFORE	) THE HONOURABLE JUSTICE	)
	) MASUHARA	) 29/JULY/2026
	)	)

ON THE APPLICATION of the Plaintiffs dated July 23, 2026, coming on for hearing at Vancouver, British Columbia, on the July 29, 2026, and on hearing Paul R. Bennett and Mark W. Mounteer, counsel for the Plaintiffs and the Class; and Andrew Borrell, counsel for the Defendants, AND BY CONSENT;

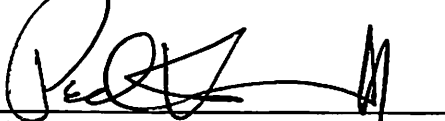
THIS COURT ORDERS that:

1. The Settlement Administration Plans (the "SAPs"), attached to this Order sought as Schedules "A" through "H", are approved and shall be implemented and enforced

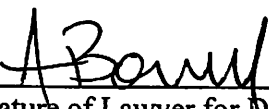
in accordance with their terms. Except to the extent modified by the Order approving the SAPs, the definitions set out in the SAPs apply to and are incorporated into this Order.

2. Class Counsel shall transfer the Settlement Funds, currently held in trust by CFM Lawyers LLP, as Class Counsel, to an account held by CFM Lawyers LLP, or its nominee, as settlement administrator, to facilitate the Interac e-transfers of settlement payments contemplated by the SAPs.
3. The Class Counsel Administration Fees for the SAPs are approved, plus applicable taxes, in the amounts set out in Affidavit #7 of Mark W. Munteer made July 23, 2026, namely \$1,105 for GVCCU, \$47,705 for Village CU, \$14,882 for North Shore CU, \$138,909 for Kootenay CU, \$6,906 for Comox CU, \$7,970 for Chemainus CU, \$7,401 for Vernon CU, and \$34,425 for CSCU and Class Counsel is authorized to pay each such fee from the applicable Settlement Fund.

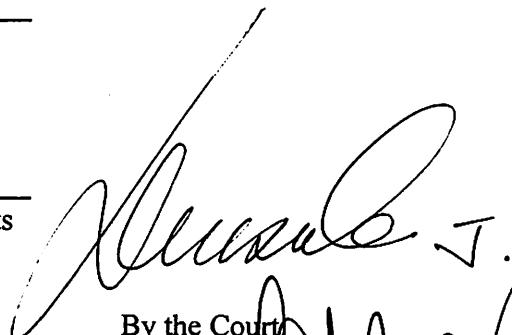
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

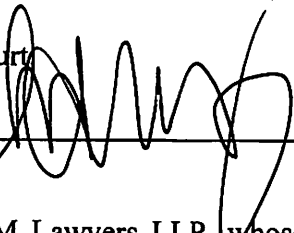


Signature of Lawyer for Plaintiffs
Paul R. Bennett



Signature of Lawyer for Defendants
Andrew Borrell



By the Court


Registrar

THIS ORDER was prepared by the law firm of CFM Lawyers LLP, whose place of business and address for service is #400 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5. Telephone: (604) 639-3680. Counsel Reference: Paul R. Bennett and Mark W. Munteer



Schedule “A” – GVCCU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

GREATER VANCOUVER COMMUNITY CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN

SECTION 1 – DEFINITIONS

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

- (a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to GVCCU Class Members, the creation, implementation and operation of the infrastructure for the taking, determination and payment of claims;
- (b) “**Appeal Form**” means the appeal form, attached as Schedule G;
- (c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

- (d) **“Class Counsel Administration Fee”** means \$1,105, which amount is equal to approximately 5.4% of the Settlement Fund, or such other amount as is approved by the Court, for the services of Class Counsel provided in accordance with this Settlement Administration Plan;
- (e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;
- (f) **“Claims”** means \$1 for each overdraft fee exceeding five dollars paid by a GVCCU Class Claimant to GVCCU between February 1, 2002, and February 20, 2003, plus Interest thereon;
- (g) **“Court”** means the Supreme Court of British Columbia;
- (h) **“Entitlement Letter”** means a letter in the form attached as Schedule E;
- (i) **“Rejection Letter”** means a letter in the form attached as Schedule F;
- (j) **“GVCCU”** means the Greater Vancouver Community Credit Union;
- (k) **“GVCCU Class”** means all persons who are or were members of GVCCU and had an overdraft as a result of GVCCU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member’s account and paid an overdraft charge in excess of five dollars between February 1, 2002, and February 20, 2003;
- (l) **“GVCCU Class Claimant”** means a GVCCU Class Member who files a claim in accordance with the Settlement Administration Plan;
- (m) **“GVCCU Class Member”** means a member of the GVCCU Class who does not opt out of the Action in accordance with the Settlement Administration Plan;
- (n) **“GVCCU Records”** means transaction records and other records containing the names and contact information of the GVCCU Class, as produced by GVCCU;
- (o) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually from the date on which each overdraft fee was paid until the Claims Deadline;
- (p) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;

(q) “**Settlement Fund**” means a fund of \$20,530.74, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal Expenses; and

1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:

(a) “**Notice Date**” means 60 days after the Order approving the Settlement Administration Plan;

(b) “**Claims Deadline**” means three months after the Notice Date;

(c) “**Decision Deadline**” means one month after the Claims Deadline;

(d) “**Appeal Deadline**” means one month after the Decision Deadline;

(e) “**Appeal Period**” means the period starting on the Decision Deadline and ending on the Appeal Deadline; and

(f) “**Payout Date**” means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

2.1 On or before the Notice Date, Class Counsel shall cause the notice, substantially in the form attached as Schedule “A”, to be given by email to each GVCCU Class Member for whom it has a valid email address (the “**Postal and Email Notice**”), at the current email address for that person, where available, in the GVCCU Records.

2.2 Five days after the Postal and Email Notice is sent pursuant to Section 2.1, Class Counsel shall send the Postal and Email Notice by mail to each GVCCU Class Member for whom it has a valid postal address and who either does not have an email address or whose email was unopened, and Postal Notice to the additional 5,947 members of GVCCU as of 2002/2003 at their addresses in the records of GVCCU at that time.

2.3 At 30 days and 60 days after the Notice Date, Class Counsel shall cause the

notice, substantially in the form attached as Schedule “B”, to be given by telephone to each GVCCU Class Member (the “**Telephone Notice**”), at the current telephone number for that person, where available, in the GVCCU Records, if that person has not made a claim.

- 2.4 On or before the Notice Date, Class Counsel shall request GVCCU to post the notice, substantially in the form attached as Schedule “C” (the “**Website Notice**”), on its website at www.gvccu.com/refund, for not less than 90 days.
- 2.5 On or before the Notice Date, Class Counsel shall post the Website Notice on its website at www.creditunionclassaction.com, for not less than 90 days.
- 2.6 The GVCCU Records shall be used to populate the required fields in the Postal and Email Notice and Telephone Notice.
- 2.7 GVCCU Class Members who are sent the Postal and Email Notice shall be assigned a Claim ID#, which shall be included in the Postal and Email Notice to allow for matching of records.

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the “**Claim Form**”), substantially in the form attached as Schedule “D”, to be posted on its website at www.creditunionclassaction.com.
- 3.2 GVCCU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each GVCCU Class Claimant’s entitlement.
- 3.4 Class Counsel may request such other information from the GVCCU Class Claimant that the Class Counsel considers necessary to properly assess the claim.
- 3.5 If the total Claims of the GVCCU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the GVCCU Class Claimants shall be entitled to a pro rata amount of their Claims.

- 3.6 If the total Claims of the GVCCU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the GVCCU Class Claimants shall be entitled to the full amount of their Claims.
- 3.7 By the Decision Deadline, Class Counsel will:
- (a) complete its review of the claims submitted; and
 - (b) notify each GVCCU Class Claimant as to their eligibility, if any, for benefits, and the amount of those benefits, by sending the Entitlement Letter or Rejection Letter to each GVCCU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules “E” and “F”.

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, GVCCU Class Claimants whose claims were denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule “G”, and any supporting documents. A GVCCU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.
- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve any appeals.
- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the GVCCU Class Claimant of Class Counsel’s conclusion and advise them that if the GVCCU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel’s notice of its conclusion, at the GVCCU Class Claimant’s expense and without the assistance of Class Counsel.
- 4.4 No party will be liable to pay any other party’s costs in relation to the appeals.

SECTION 5 – PAYMENTS TO GVCCU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay GVCCU Class Claimants' settlement benefits by Interac e-Transfer to the email addresses designated by the GVCCU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
- (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those GVCCU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay GVCCU Class Claimants' settlement benefit by Interac e-Transfer to the email addresses designated by the GVCCU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.
- 5.3 If a GVCCU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that GVCCU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the *Bills of Exchange Act*, R.S.C. 1985, c. B-4, s. 67, which states "For Deposit only to the Account of [name of GVCCU Class Claimant]". Any funds held on account of Interac e-Transfers or cheques issued to GVCCU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to the Credit Union Foundation of BC and Youth Excellence Society.
- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to GVCCU Class Claimants under Section 5, Class Counsel shall donate the residue to the Credit Union Foundation of BC and Youth Excellence Society.
- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel's obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for GVCCU.

SCHEDULE "A": POSTAL AND EMAIL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the Greater Vancouver Community Credit Union (GVCCU).

A class action lawsuit settlement has been reached in which current and former members of GVCCU who were charged a \$6 overdraft fee between February 1, 2002, and February 20, 2003, may be entitled to a partial refund of those fees upon submitting an approved claim.

Based on GVCCU Records, your estimated entitlement is \$[amount]. Your actual payment may be reduced pro-rata if total claims exceed the Settlement Fund. Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com or follow the link at www.gvccu.com/refund. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: TELEPHONE NOTICE

This message is for [Name].

Hello, this is an important message from the Greater Vancouver Community Credit Union Class Action Settlement Administration. We are reaching out to inform you about a recent class action settlement that may affect Greater Vancouver Community Credit Union members who paid overdraft fees between February 1, 2002, and February 20, 2003. If you were a member of Greater Vancouver Community Credit Union and incurred overdraft fees between February 1, 2002, and February 20, 2003, you may be eligible for a payment under the terms of this settlement.

To determine your eligibility and to make a claim, please visit the official settlement website at www.creditunionclassaction.com. At the website, you will find detailed information about the settlement, your potential entitlements, and instructions on how to claim your share. It is important to submit your claim as soon as possible to ensure you do not miss any deadlines.

The deadline to submit your claim is [date]. This message is brought to you by the Greater Vancouver Community Credit Union Class Action Settlement Administration and was approved by the B.C. Supreme Court.

SCHEDULE “C”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE GREATER VANCOUVER COMMUNITY CREDIT UNION (GVCCU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO CURRENT AND FORMER GVCCU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against GVCCU that involved payment by some GVCCU members of an overdraft administration fee in certain overdrawn accounts between February 1, 2002, and February 20, 2003.

What is an overdraft fee?

An overdraft fee is charged when GVCCU allows you to withdraw more money than you have available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of GVCCU and who were charged one or more overdraft administration fees exceeding \$5 between February 1, 2002, and February 20, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of GVCCU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. For each qualifying overdraft fee you paid between February 1, 2002, and February 20, 2003, you may be entitled to receive a refund of \$1 plus interest upon submitting an approved claim. To facilitate the settlement, a fund has been set aside that will be used to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to the Credit Union Foundation of BC and Youth Excellence Society. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE "D": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

By submitting a claim, you are confirming that you believe you paid one or more overdraft fees exceeding \$5 to GVCCU between February 1, 2002, and February 20, 2003.

You are not required to provide any documents in support of your claim. Your eligibility will be determined using the banking records of GVCCU. However, if you have GVCCU account statements from before March 2003, you can attach them as they may assist us in validating your claim.

SCHEDULE "E": ENTITLEMENT LETTER**RE: GVCCU CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. GVCCU et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$_____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all GVCCU Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other GVCCU Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

GVCCU Settlement Administrator

SCHEDULE “F”: REJECTION LETTER**RE: GVCCU CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. GVCCU et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

We were not able to locate you in the GVCCU Records as having paid overdraft fees between February 1, 2002, and February 20, 2003. If you have documentary evidence showing that you paid overdraft fees during this time to GVCCU, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

GVCCU Settlement Administrator

SCHEDULE "G": APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

Schedule “B” – Comox CU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

COMOX VALLEY CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN**SECTION 1 – DEFINITIONS**

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

- (a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to Comox CU Class Members, the creation, implementation and operation of the infrastructure for the taking, determination and payment of claims;
- (b) “**Appeal Form**” means the appeal form, attached as Schedule “H”;
- (c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

- (d) **“Class Counsel Administration Fee”** means \$6,906, which amount is equal to approximately 5.4% of the Settlement Fund, or such other amount as is approved by the Court, for the services of Class Counsel provided in accordance with this Settlement Administration Plan;
- (e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;
- (f) **“Claims”** means \$10 for each overdraft fee paid by a Comox CU Class Claimant to Comox CU between June 1, 2000, and February 23, 2003, plus Interest thereon;
- (g) **“Coastal”** means Coastal Community Credit Union;
- (h) **“Court”** means the Supreme Court of British Columbia;
- (i) **“Entitlement Letter”** means a letter in the form attached as Schedule "F";
- (j) **“Rejection Letter”** means a letter in the form attached as Schedule "G";
- (k) **“Comox CU”** means the Comox Valley Credit Union, a predecessor credit union that became part of Coastal after the facts and matters at issue in the Action occurred;
- (l) **“Comox CU Class”** means all persons who are or were members of Comox CU and had an overdraft as a result of Comox CU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member's account and paid an overdraft charge in excess of five dollars between June 1, 2000, and February 23, 2003;
- (m) **“Comox CU Class Claimant”** means a Comox CU Class Member who files a claim in accordance with this Settlement Administration Plan;
- (n) **“Comox CU Class Member”** means a member of the Comox CU Class who does not opt out of the Action in accordance with this Settlement Administration Plan;
- (o) **“Comox CU Records”** means transaction records and other records containing the names and contact information of the Comox CU Class, as produced by Coastal on behalf of Comox CU;

(p) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually from the date on which each overdraft fee was paid until the Claims Deadline;

(q) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;

(r) **“Settlement Fund”** means a fund of \$128,369.16, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal Expenses; and

1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:

(a) **“Notice Date”** means 60 days after the Order approving the Settlement Administration Plan;

(b) **“Claims Deadline”** means three months after the Notice Date;

(c) **“Decision Deadline”** means one month after the Claims Deadline;

(d) **“Appeal Deadline”** means one month after the Decision Deadline;

(e) **“Appeal Period”** means the period starting on the Decision Deadline and ending on the Appeal Deadline; and

(f) **“Payout Date”** means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

2.1 On or before the Notice Date, Class Counsel shall cause the notice, substantially in the form attached as Schedule “A”, to be given by email to each Comox CU Class Member for whom they have a valid email address in the Comox CU Records (the **“Postal and Email Notice”**).

2.2 Five days after the Postal and Email Notice is sent pursuant to Section 2.1, Class Counsel shall send the Postal and Email Notice by mail to each Comox CU Class Member for whom they have a valid postal address and who either does not have an email address in the Comox CU Records or whose email was unopened.

- 2.3 On or before the Notice Date, Class Counsel shall request Coastal to post the notice, substantially in the form attached as Schedule “B” (the “**Website Notice**”), on a page of its website (the URL of which Coastal shall provide to Class Counsel at least 7 days before the Notice Date), for not less than 90 days.
- 2.4 On or before the Notice Date, Class Counsel shall post the Website Notice on its website at www.creditunionclassaction.com.
- 2.5 The Comox CU Records shall be used to populate the required fields in the Postal and Email Notice.
- 2.6 Comox CU Class Members who are sent the Postal and Email Notice shall be assigned a Claim ID#, which shall be included in the Postal and Email Notice to allow for matching of records.
- 2.7 On or before the Notice Date, Class Counsel shall send a copy of the notice, substantially in the form attached as Schedule “C” (the “**Poster Notice**”), and the cover letter, substantially in the form attached as Schedule “D” (the “**Cover Letter**”), to the following facilities and society:

Facility Name	Address
Comox Valley Seniors Village	4640 Headquarters Road, Courtenay, BC V9N 7J3
Casa Loma Seniors Village	4646 Headquarters Road, Courtenay, BC V9N 7J3
Ocean Front Village	2900 Cliffe Ave, Courtenay, BC V9N 0J1
Glacier View Lodge	2450 Back Road, Courtenay, BC V9N 8B5
Berwick Comox Valley	1700 Comox Ave, Comox, BC V9M 4H4
Providence Living at The Views	2137 Comox Ave, Comox, BC V9M 1P2
Stevenson Place Independent Living	1683 Balmoral Avenue, Comox, BC V9M 2M9
Comox Valley Senior Support Society	491-B 4th Street, Courtenay, BC V9N 1G9
Cummings Home	1926 Cummings Road, Courtenay, BC V9N 9G6
Laurel Lodge	280 Second Street, Courtenay, BC V9N 1B7
Comox Valley Kiwanis Village	635 Pidcock Avenue, Courtenay, BC V9N 3E4
Lake Trail	2060 Lake Trail Road, Courtenay, BC V9N 9C3
Courtenay Kiwanis Village	730 Pidcock Avenue, Courtenay, BC V9N 3E4
Abbeyfield House St. John the Divine	994 8th Street, Courtenay, BC V9N 9G1

- 2.8 Coastal shall make reasonable efforts to identify all current members of Coastal (approximately 780) who were members of Comox CU between June 1, 2000, and February 23, 2003 and send them the following online banking direct message:

A recent class action settlement may affect Comox Valley Credit Union members who incurred overdraft fees between June 1, 2000, and February 23, 2003.

Were you a member of the Comox Valley Credit Union before March 2003 who paid overdraft fees to Comox Valley Credit Union? If so, you might be eligible for compensation.

This message is being sent by Coastal Community Credit Union on behalf of the Comox Valley Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between June 1, 2000, and February 23, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Submit your claim as soon as possible to claim your potential compensation as there is a [date] deadline.

- 2.9 Coastal shall make reasonable efforts to identify all current members of Coastal who were members of Comox CU after February 23, 2003, but before January 1, 2007, and send them the following online banking direct message:

This message is being sent by Coastal Community Credit Union on behalf of the Comox Valley Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between June 1, 2000, and February 23, 2003.

The Class Action Settlement Administration is trying to contact former members of the Comox Valley Credit Union. If you know someone who was a member between June 1, 2000, and February 23, 2003, ask them to visit the website www.creditunionclassaction.com. They might be entitled to a refund of some of the fees they paid. Time is limited. All claims must be made by [deadline].

- 2.10 Following the Notice Date and before the Claims Deadline, Class Counsel shall cause a social media notice, substantially in the form below, to be used in targeted advertising on Facebook, with a budget of \$10,000, including tax, to run for the shorter of 90 days or until the allocated budget is depleted, and targeting persons who are 45 years of age and older and live within a 10-mile radius of Comox:



Important Notice for Former Members of Comox Valley Credit Union

Were you a member of the Comox Valley Credit Union before March 2003 who paid overdraft fees to Comox Valley Credit Union? If so, you might be eligible for compensation.

This is an official message from the Comox Valley Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between June 1, 2000, and February 23, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Submit your claim as soon as possible to claim your potential compensation as there is a [date] deadline.

[Learn More](#)

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the “**Claim Form**”), substantially in the form attached as Schedule “E”, to be posted on its website at www.creditunionclassaction.com.
- 3.2 Comox CU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each Comox CU Class Claimant’s entitlement.
- 3.4 Class Counsel may request such other information from the Comox CU Class Claimant that the Class Counsel considers necessary to properly assess the claim.
- 3.5 If the total Claims of the Comox CU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Comox CU Class Claimants shall be entitled to a pro rata

amount of their Claims.

- 3.6 If the total Claims of the Comox CU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Comox CU Class Claimants shall be entitled to the full amount of their Claims.
- 3.7 By the Decision Deadline, Class Counsel will:
 - (a) complete its review of the claims submitted; and
 - (b) notify each Comox CU Class Claimant as to their eligibility, if any, for benefits, and the amount of those benefits, by sending the Entitlement Letter or Rejection Letter to each Comox CU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules “F” and “G”.

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, Comox CU Class Claimants whose claims were denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule “H”, and any supporting documents. A Comox CU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.
- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve any appeals.
- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the Comox CU Class Claimant of Class Counsel’s conclusion and advise them that if the Comox CU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel’s notice of its conclusion, at the Comox CU Class Claimant’s expense and without the assistance of Class Counsel.
- 4.4 No party will be liable to pay any other party’s costs in relation to the appeals.

SECTION 5 – PAYMENTS TO COMOX CU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay Comox CU Class Claimants' settlement benefits by Interac e-Transfer to the email addresses designated by the Comox CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
- (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those Comox CU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay Comox CU Class Claimants' settlement benefit by Interac e-Transfer to the email addresses designated by the Comox CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.
- 5.3 If a Comox CU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that Comox CU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the *Bills of Exchange Act*, R.S.C. 1985, c. B-4, s. 67, which states "For Deposit only to the Account of [name of Comox CU Class Claimant]". Any funds held on account of Interac e-Transfers or cheques issued to Comox CU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to United Way British Columbia.
- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to Comox CU

Class Claimants under Section 5, Class Counsel shall donate the residue to United Way British Columbia (successor by amalgamation to United Way Central and Northern Vancouver Island, the donee named in paragraph 25(a) of the Settlement Agreement), for application in its Central & Northern Vancouver Island region.

- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel's obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for Coastal.

SCHEDULE "A": POSTAL AND EMAIL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the Comox Valley Credit Union (Comox CU).

A class action lawsuit settlement has been reached in which former members of Comox CU who were charged a \$15 overdraft fee between June 1, 2000, and February 23, 2003, may be entitled to a partial refund of those fees upon submitting an approved claim.

Based on Comox CU Records, your estimated entitlement is \$[amount]. Your actual payment may be reduced pro-rata if total claims exceed the Settlement Fund. Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE COMOX VALLEY CREDIT UNION (COMOX CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO FORMER COMOX CU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against Comox CU that involved payment by some Comox CU members of an overdraft administration fee in certain overdrawn accounts between June 1, 2000, and February 23, 2003.

What is an overdraft fee?

An overdraft fee was charged by Comox CU when you withdrew more money than you had available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of Comox CU and who were charged one or more overdraft administration fees exceeding \$5 between June 1, 2000, and February 23, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of Comox CU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. For each qualifying overdraft fee you paid between June 1, 2000, and February 23, 2003, you may be entitled to receive a refund of \$10 plus interest upon submitting an approved claim. To facilitate the settlement, a fund has been set aside that will be used to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to United Way British Columbia. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE “C”: POSTER NOTICE



NOTICE OF SETTLEMENT OF THE COMOX VALLEY CREDIT UNION (COMOX CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION

TO FORMER COMOX CU MEMBERS

Important Information:

Settlement Approved: On April 13, 2023, the B.C. Supreme Court approved the settlement of a class action lawsuit against Comox CU regarding overdraft administration fees charged between June 1, 2000, and February 23, 2003.

Eligibility: Members of Comox Valley Credit Union who were charged overdraft administration fees exceeding \$5 between June 1, 2000, and February 23, 2003, may be part of the settlement. If unsure, complete the Claim Form to check your eligibility.

Settlement Terms: Eligible members may receive a refund of \$10 plus interest for each qualifying overdraft fee. Any remaining funds after refunds and expenses will be donated to **United Way British Columbia**.

Cost to Claim: There is no charge to make a claim. Legal fees for CFM Lawyers LLP have already been paid from the Settlement Fund. The deadline to submit your claim is [date].

How to Claim: Submit a claim form at www.creditunionclassaction.com by [date].

Opting Out: If you do not wish to participate, send written notice to CFM Lawyers LLP by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

Questions: Call CFM Lawyers LLP at 604-639-3680. Do not contact the Supreme Court of B.C.

SCHEDULE “D”: COVER LETTER**BY MAIL**

[date]

[address]

Dear Sirs/Mesdames:

RE: NOTICE OF SETTLEMENT OF THE COMOX VALLEY CREDIT UNION CLASS ACTION

On April 13, 2023, the B.C. Supreme Court approved a settlement in the class action lawsuit against Comox Valley Credit Union. The lawsuit pertains to overdraft administration fees charged between June 1, 2000, and February 23, 2003. Eligible members may receive a refund of \$10 plus interest for each qualifying fee.

Seniors in your facility may be affected by this settlement and could benefit from the information provided in the notice. Therefore, we kindly request that you post the attached notice in a visible and accessible location within your facility until [date — 90 days from the date of this letter] to ensure that your residents are informed of their potential eligibility and the steps they need to take to make a claim.

We appreciate your cooperation and assistance in disseminating this important information to the members of your community. If you have any questions or require additional copies of the notice, please do not hesitate to contact our office at 604-639-3680.

Thank you for your attention to this matter.

Yours truly,

[Signature]

Settlement Administrator

SCHEDULE "E": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

You are not required to provide any documents in support of your claim. Your eligibility will be determined using the banking records of Comox Valley Credit Union. However, if you have account statements from prior to March 2003 with Comox Valley Credit Union, you can attach them as they may assist us in validating your claim.

SCHEDULE “F”: ENTITLEMENT LETTER**RE: COMOX VALLEY CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Comox Valley Credit Union et al.*, *British Columbia Supreme Court*, *Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$ _____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all Comox CU Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other Comox CU Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

Comox Valley Credit Union Settlement Administrator

SCHEDULE "G": REJECTION LETTER**RE: COMOX VALLEY CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Comox Valley Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

We were not able to locate you in the Comox CU Records as having paid overdraft fees between June 1, 2000, and February 23, 2003. If you have documentary evidence showing that you paid overdraft fees during this time to Comox CU, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

Comox Valley Credit Union Settlement Administrator

SCHEDULE “H”: APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

Schedule “C” – Chemainus CU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

CHEMAINUS CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN**SECTION 1 – DEFINITIONS**

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

(a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to Chemainus CU Class Members, the creation, implementation, and operation of the infrastructure for the taking, determination and payment of claims;

(b) “**Appeal Form**” means the appeal form, attached as Schedule H;

(c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

- (d) **“Class Counsel Administration Fee”** means \$7,970, which amount is equal to approximately 5.4% of the Settlement Fund, or such other amount as is approved by the Court, for the services of Class Counsel provided in accordance with this Settlement Administration Plan;
- (e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;
- (f) **“Claims”** means \$10 for each overdraft fee paid by a Chemainus CU Class Claimant to Chemainus CU between February 1, 2000, and February 24, 2003, plus Interest thereon;
- (g) **“Court”** means the Supreme Court of British Columbia;
- (h) **“Entitlement Letter”** means a letter in the form attached as Schedule F;
- (i) **“Rejection Letter”** means a letter in the form attached as Schedule G;
- (j) **“Chemainus CU”** means the Chemainus Credit Union, a predecessor credit union that became part of Coastal after the facts and matters at issue in the Action occurred;
- (k) **“Chemainus CU Class”** means all persons who are or were members of Chemainus CU and had an overdraft as a result of Chemainus CU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member’s account and paid an overdraft charge in excess of five dollars between February 1, 2000, and February 24, 2003;
- (l) **“Chemainus CU Class Claimant”** means a Chemainus CU Class Member who files a claim in accordance with the Settlement Administration Plan;
- (m) **“Chemainus CU Class Member”** means a member of the Chemainus CU Class who does not opt out of the Action in accordance with the Settlement Administration Plan;
- (n) **“Chemainus CU Records”** means transaction records and other records containing the names and contact information of the Chemainus CU Class, as produced by Coastal on behalf of Chemainus CU;
- (o) **“Coastal”** means Coastal Community Credit Union;

(p) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually from the date on which each overdraft fee was paid until the Claims Deadline;

(q) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;

(r) **“Settlement Fund”** means a fund of \$148,152.28, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal Expenses; and

1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:

(a) **“Notice Date”** means 60 days after the Order approving the Settlement Administration Plan;

(b) **“Claims Deadline”** means three months after the Notice Date;

(c) **“Decision Deadline”** means one month after the Claims Deadline;

(d) **“Appeal Deadline”** means one month after the Decision Deadline;

(e) **“Appeal Period”** means the period starting on the Decision Deadline and ending on the Appeal Deadline; and

(f) **“Payout Date”** means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

2.1 On or before the Notice Date, Class Counsel shall cause the notice, substantially in the form attached as Schedule “A”, to be given by mail to each Chemainus CU Class Member for whom they have a valid postal address (the **“Postal Notice”**), at the current postal address for that person, where available, in the Chemainus CU Records.

2.2 On or before the Notice Date, Class Counsel shall request Coastal to post the notice, substantially in the form attached as Schedule “B” (the **“Website Notice”**), on its website at [www.cccu.ca/\[tbd\]](http://www.cccu.ca/[tbd]), for not less than 90 days.

- 2.3 On or before the Notice Date, Class Counsel shall post the Website Notice on its website at www.creditunionclassaction.com.
- 2.4 The Chemainus CU Records shall be used to populate the required fields in the Postal Notice.
- 2.5 Chemainus CU Class Members who are sent the Postal Notice shall be assigned a Claim ID Number, which shall be included in the Postal Notice to allow for matching of records.
- 2.6 On or before the Notice Date, Class Counsel shall send a copy of the notice, substantially in the form attached as Schedule “C”, (the “**Poster Notice**”), and the cover letter, substantially in the form attached as Schedule “D”, (the “**Cover Letter**”), to the following Facilities and Society:

Facility Name	Address
Chemainus Health Care Centre	9909 Esplanade St, Chemainus, BC V0R 1K1
Chemainus Gardens	3042 River Road, Chemainus, BC V0R 1K3
Oyster Harbour Seniors Community	50 Mill Road, Chemainus, BC V0R 1K1
Abbeyfield Houses of Chemainus	3258 Ashcroft Road, Chemainus, BC V0R 1K1
Saltair Assisted Living	9651 Chemainus Road, Chemainus, BC V0R 1K5
Carefree Living Chemainus	9942 Daniel Street, Chemainus, BC V0R 1K1
The Chemainus Seniors Drop-In Centre	9824 Willow Street, Chemainus, BC V0R 1K1
Cowichan Seniors Advisory Society	135 Third Street, Duncan, BC V9L 1R9

- 2.7 Coastal shall make reasonable efforts to identify any current members of Coastal who were members of Chemainus CU during the Class Period and send them the following online banking direct message:

A recent class action settlement may affect Chemainus Credit Union members who incurred overdraft fees between February 1, 2000, and February 24, 2003.

Were you a member of the Chemainus Credit Union before March 2003 who paid overdraft fees to Chemainus Credit Union? If so, you might be eligible for compensation.

This message is being sent by Coastal Community Credit Union on behalf of the Chemainus Credit Union Class Action Settlement Administration, approved by

the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between February 1, 2000, and February 24, 2003. Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

- 2.8 Coastal shall make reasonable efforts to identify all current members of Coastal who were members of Chemainus CU after the end of the Class Period but before January 1, 2007, and send them the following online banking direct message:

This message is being sent by Coastal Community Credit Union on behalf of the Chemainus Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between February 1, 2000, and February 24, 2003. The Class Action Settlement Administration is trying to contact former members of the Chemainus Credit Union. If you know someone who was a member between February 1, 2000, and February 24, 2003, ask them to visit the website www.creditunionclassaction.com. They might be entitled to a refund of some of the fees they paid. Time is limited. All claims must be made by [deadline].

- 2.9 Following the Notice Date and before the Claims Deadline, Class Counsel shall cause a social media notice, substantially in the form below, to be used in targeted advertising on Facebook, with a budget of \$5,000, including tax, to run for the shorter of 90 days or until the allocated budget is depleted, and targeting persons who are 45 years of age and older and live within a 10-mile radius of Chemainus:



Important Notice for Former Members of Chemainus Credit Union

Were you a member of the Chemainus Credit Union before March 2003 who paid overdraft fees to Chemainus Credit Union? If so, you might be eligible for compensation.

This is an official message from the Chemainus Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between February 1, 2000, and February 24, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the “**Claim Form**”), substantially in the form attached as Schedule “E”, to be posted on its website at www.creditunionclassaction.com.
- 3.2 Chemainus CU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each Chemainus CU Class Claimant’s entitlement.
- 3.4 Class Counsel may request such other information from the Chemainus CU Class Claimant that the Class Counsel considers necessary to properly assess the claim.
- 3.5 If the total Claims of the Chemainus CU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Chemainus CU Class Claimants shall be entitled to a pro rata amount of their Claims.

- 3.6 If the total Claims of the Chemainus CU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Chemainus CU Class Claimants shall be entitled to the full amount of their Claims.
- 3.7 By the Decision Deadline, Class Counsel will:
- (a) complete its review of the claims submitted; and
 - (b) notify each Chemainus CU Class Claimant as to their eligibility, if any, for benefits, and the amount of that benefit, by sending the Entitlement Letter or Rejection Letter to each Chemainus CU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules “F” and “G”.

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, Chemainus CU Class Claimants whose claims were denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule “H”, and any supporting documents. A Chemainus CU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.
- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve any appeals.
- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the Chemainus CU Class Claimant of Class Counsel’s conclusion and advise them that if the Chemainus CU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel’s notice of its conclusion, at the Chemainus CU Class Claimant’s expense and without the assistance of Class Counsel.
- 4.4 No party will be liable to pay any other party’s costs in relation to the appeals.

SECTION 5 – PAYMENTS TO CHEMAINUS CU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay Chemainus CU Class Claimants' settlement benefits by Interac e-Transfer to the email addresses designated by the Chemainus CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
- (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those Chemainus CU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay Chemainus CU Class Claimants' settlement benefit by Interac e-Transfer to the email addresses designated by the Chemainus CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.
- 5.3 If a Chemainus CU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that Chemainus CU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the *Bills of Exchange Act*, R.S.C. 1985, c. B-4, s. 67, which states "For Deposit only to the Account of [name of Chemainus CU Class Claimant]". Any funds held on account of Interac e-Transfers or cheques issued to Chemainus CU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to United Way British Columbia.
- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to Chemainus CU Class Claimants under Section 5, Class Counsel shall donate the residue to United Way British Columbia (successor by amalgamation to United Way Central and Northern Vancouver Island, the donee named in paragraph 25(a) of the Settlement Agreement), for application in its Central & Northern Vancouver Island region.
- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel's obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for Coastal.

SCHEDULE "A": POSTAL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the Chemainus Credit Union (Chemainus CU).

A class action lawsuit settlement has been reached in which former members of Chemainus CU who were charged a \$15 overdraft fee between February 1, 2000, and February 24, 2003, may be entitled to a partial refund of those fees upon submitting an approved claim.

Based on Chemainus CU records, your estimated entitlement is \$[amount]. Your actual payment may be reduced pro-rata if total claims exceed the Settlement Fund. Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE CHEMAINUS CREDIT UNION (CHEMAINUS CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO FORMER CHEMAINUS CU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against Chemainus CU that involved payment by some Chemainus CU members of an overdraft administration fee in certain overdrawn accounts between February 1, 2000, and February 24, 2003.

What is an overdraft fee?

An overdraft fee was charged by Chemainus CU when you withdrew more money than you had available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of Chemainus CU and who were charged one or more overdraft administration fees exceeding \$5 between February 1, 2000, and February 24, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of Chemainus CU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. For each qualifying overdraft fee you paid between February 1, 2000, and February 24, 2003, you may be entitled to receive a refund of \$10 plus interest upon submitting an approved claim. To facilitate the settlement, a fund has been set aside to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to United Way British Columbia. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE "C": POSTER NOTICE



NOTICE OF SETTLEMENT OF THE CHEMAINUS CREDIT UNION (CHEMAINUS CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION

TO FORMER CHEMAINUS CU MEMBERS

Important Information:

Settlement Approved: On April 13, 2023, the B.C. Supreme Court approved the settlement of a class action lawsuit against Chemainus CU regarding overdraft administration fees charged between February 1, 2000, and February 24, 2003.

Eligibility: Members of Chemainus Credit Union who were charged overdraft administration fees exceeding \$5 between February 1, 2000, and February 24, 2003, may be part of the settlement. If unsure, complete the Claim Form to check your eligibility.

Settlement Terms: Eligible members may receive a refund of \$10 plus interest for each qualifying overdraft fee. Any remaining funds after refunds and expenses will be donated to **United Way British Columbia**.

Cost to Claim: There is no charge to make a claim. Legal fees for CFM Lawyers LLP have already been paid from the Settlement Fund. The deadline to submit your claim is [date].

How to Claim: Submit a claim form at www.creditunionclassaction.com by [date].

Opting Out: If you do not wish to participate, send written notice to CFM Lawyers LLP by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

Questions: Call CFM Lawyers LLP at 604-639-3680. Do not contact the Supreme Court of B.C.

SCHEDULE “D”: COVER LETTER**BY MAIL**

[date]

[address]

Dear Sirs/Mesdames:

RE: NOTICE OF SETTLEMENT OF THE CHEMAINUS CREDIT UNION CLASS ACTION

On April 13, 2023, the B.C. Supreme Court approved a settlement in the class action lawsuit against Chemainus Credit Union. The lawsuit pertains to overdraft administration fees charged between February 1, 2000, and February 24, 2003. Eligible members may receive a refund of \$10 plus interest for each qualifying fee.

Seniors in your facility may be affected by this settlement and could benefit from the information provided in the notice. Therefore, we kindly request that you post the attached notice in a visible and accessible location within your facility until [date — 90 days from the date of this letter] to ensure that your residents are informed of their potential eligibility and the steps they need to take to make a claim.

We appreciate your cooperation and assistance in disseminating this valuable information to the members of your community. If you have any questions or require additional copies of the notice, please do not hesitate to contact our office at 604-639-3680.

Thank you for your attention to this matter.

Sincerely,

[Signature]

Settlement Administrator

SCHEDULE "E": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

You are not required to provide any documents in support of your claim. Your eligibility will be determined using the banking records of Chemainus Credit Union. However, if you have account statements from prior to March 2003 with Chemainus Credit Union, you can attach them as they may assist us in validating your claim.

SCHEDULE “F”: ENTITLEMENT LETTER**RE: CHEMAINUS CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Chemainus Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$ _____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

Chemainus Credit Union Settlement Administrator

SCHEDULE “G”: REJECTION LETTER**RE: CHEMAINUS CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Chemainus Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

We were not able to locate you in the Chemainus CU records as having paid overdraft fees between February 1, 2000, and February 24, 2003. If you have documentary evidence showing that you paid overdraft fees during this time to Chemainus CU, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

Chemainus Credit Union Settlement Administrator

SCHEDULE “H”: APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

Schedule “D” – Village CU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

VANCOUVER CITY SAVINGS CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN**SECTION 1 – DEFINITIONS**

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

(a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to Village CU Class Members, the creation, implementation, and operation of the infrastructure for the taking, determination, and payment of claims;

(b) “**Appeal Form**” means the appeal form, attached as Schedule G;

(c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

(d) **“Class Counsel Administration Fee”** means \$47,705, which amount is equal to approximately 5.4% of the Settlement Fund, or such other amount as is approved by the Court, for the services of Class Counsel provided in accordance with this Settlement Administration Plan;

(e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;

(f) **“Claims”** means (a) \$20 for each overdraft fee paid by a Village CU Class Claimant to Village CU between November 10, 2000, and February 22, 2003, plus (b) either the Deemed Overdraft Charges or \$20 for such other Overdraft Fees as are demonstrated by the records of a Village CU Class Claimant, plus (c) Interest thereon;

(g) **“Deemed Overdraft Charges”** means an estimation of the dollar value of overdraft charges between January 1, 1997, and November 9, 2000, calculated as follows:

$$\text{Deemed Overdraft Charges} = (T_1 \times C\beta \times \$20) + (T_2 \times C\beta \times \$3)$$

T_1 = Number of 4 – month periods between the later of the Start Date or May 1, 1998 and Nov 9, 2000

T_2 = Number of 4 – month periods between the later of the Start Date or Jan 1, 1997 and April 30, 1998

Jan 1, 1997 = Overdraft Fee set at \$8

May 1, 1998 = Overdraft Fee raised to \$25

Nov 9, 2000 = Village Transaction Records cutoff date

Start Date = Date the Village CU Class Member believes the first overdraft fee was charged

$$C = (1, D_1 \times x \cdots D_8 \times x, p)$$

$$\beta = \begin{pmatrix} 0.0120 \\ 0.5861 \\ 0.6681 \\ 0.7323 \\ 0.1634 \\ 0.6310 \\ 0.7408 \\ 0.2422 \\ 0.2239 \\ 0.0016 \end{pmatrix}$$

Where:

x = Average number of overdrafts per 4 month period in the transaction data

p = Days between first and last overdraft charge in the transaction data

D_1 = Basic Chequing Account

D_2 = Chequing Package

D_3 = Business Chequing Account

D_4 = U.S. Chequing Account

D_5 = Chequing Plus Account

D_6 = Package Chequing Account

D_7 = Excel Savings Account

D_8 = Plan 24 Account

For the purposes of the Deemed Overdraft Charges formula: (i) T1 and T2 are each the number of complete and partial 4-month periods in their respective windows, with any partial period counted on a pro rata basis; (ii) if the value of T1 or T2 would otherwise be less than zero, it is zero; (iii) if the Deemed Overdraft Charges would otherwise be less than zero, they are zero; and (iv) for a Village CU Class Member who paid no overdraft charges recorded in the Village CU Records (including any Account for which no account type is recorded), or for whom the Village CU Records do not contain sufficient transaction data to compute C, the value of C β is 0.2644, being the Village CU class average number of overdraft charges per Account per 4-month period.

- (h) **“Court”** means the Supreme Court of British Columbia;
- (i) **“Entitlement Letter”** means a letter in the form attached as Schedule E;
- (j) **“Rejection Letter”** means a letter in the form attached as Schedule F;
- (k) **“Village CU”** means the Village Credit Union, a predecessor credit union that became part of Vancity after the facts and matters at issue in the Action occurred;
- (l) **“Village CU Class”** means all persons who are or were members of Village CU and had an overdraft as a result of Village CU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member’s account and paid an overdraft charge in excess of five dollars between January 1, 1997, and February 22, 2003;

- (m) **“Village CU Class Claimant”** means a Village CU Class Member who files a claim in accordance with the Settlement Administration Plan;
- (n) **“Village CU Class Member”** means a member of the Village CU Class who does not opt out of the Action in accordance with the Settlement Administration Plan;
- (o) **“Village CU Records”** means transaction records and other records containing the names and contact information of the Village CU Class, as produced by Village CU;
- (p) **“Vancity”** means Vancouver City Savings Credit Union;
- (q) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually starting from the date of each overdraft fee payment or December 5, 1998 (being the approximate midpoint of the deemed period, January 1, 1997 to November 9, 2000) in respect of the Deemed Overdraft Charges and continuing until the Claims Deadline;
- (r) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;
- (s) **“Settlement Fund”** means a fund of \$886,728.62, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal Expenses; and

1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:

- (a) **“Notice Date”** means 60 days after the Order approving the Settlement Administration Plan;
- (b) **“Claims Deadline”** means three months after the Notice Date;
- (c) **“Decision Deadline”** means one month after the Claims Deadline;
- (d) **“Appeal Deadline”** means one month after the Decision Deadline;
- (e) **“Appeal Period”** means the period starting on the Decision Deadline and ending on the Appeal Deadline; and

(f) “**Payout Date**” means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

- 2.1 On or before the Notice Date, Class Counsel shall cause the notice, substantially in the form attached as Schedule “A”, to be given by email to each Village CU Class Member for whom they have a valid email address (the “**Postal and Email Notice**”), at the current email address for that person, where available, in the Village CU Records.
- 2.2 Five days after the Postal and Email Notice is sent pursuant to Section 2.1, Class Counsel shall send the Postal and Email Notice by mail to each Village CU Class Member for whom they have a valid postal address and who either does not have an email address or whose email was unopened.
- 2.3 At 30 days and 60 days after the Notice Date, Class Counsel shall cause the notice, in the form attached as Schedule “B”, to be given by telephone to each Village CU Class Member (the “**Telephone Notice**”), at the current telephone number for that person, where available, in the Village CU Records, if that person has not made a claim.
- 2.4 On or before the Notice Date, Class Counsel shall request Vancity to post the notice, substantially in the form attached as Schedule “C” (the “**Website Notice**”), on its website at a URL to be determined by Vancity, for not less than 90 days.
- 2.5 On or before the Notice Date, Class Counsel shall post the Website Notice on its website at www.creditunionclassaction.com.
- 2.6 The Village CU Records shall be used to populate the required fields in the Postal and Email Notice and Telephone Notice.
- 2.7 Village CU Class Members who are sent the Postal and Email Notice shall be assigned a Claim ID Number, which shall be included in the Postal and Email Notice to allow for matching of records.
- 2.8 Vancity shall make reasonable efforts to identify all current members of Vancity

who were members of Village CU during the Class Period and send them the following online banking direct message:

A recent class action settlement may affect Village Credit Union members who incurred overdraft fees between January 1, 1997, and February 22, 2003.

Were you a member of the Village Credit Union between January 1, 1997 and February 22, 2003 who paid overdraft fees to Village Credit Union? If so, you might be eligible for compensation.

This message is being sent by Vancity on behalf of the Village Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between January 1, 1997, and February 22, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

- 2.9 Vancity shall make reasonable efforts to identify all current members of Vancity who were members of Village CU after the end of the Class Period but before July 1, 2005, and who did not receive a message pursuant to the preceding paragraph, and send them the following online banking direct message:

This message is being sent by Vancity on behalf of the Village Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between January 1, 1997, and February 22, 2003.

The Class Action Settlement Administration is trying to contact former members of the Village Credit Union. If you know someone who was a member between January 1, 1997, and February 22, 2003, ask them to visit the website www.creditunionclassaction.com. They might be entitled to a refund of some of the fees they paid. Time is limited. All claims must be made by [deadline].

- 2.10 Following the Notice Date and before the Claims Deadline, Class Counsel shall cause a social media notice, substantially in the form below, to be used in targeted

advertising on Facebook, with a budget of \$20,000, including tax, to run for the shorter of 90 days or until the allocated budget is depleted, and targeting persons who are 45 years of age and older and live in Chilliwack, Port Moody, Port Coquitlam, or Coquitlam:



Important Notice for Former Members of Village Credit Union

Were you a member of the Village Credit Union between January 1, 1997 and February 22, 2003 who paid overdraft fees to Village Credit Union? If so, you might be eligible for compensation.

This is an official message from the Village Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between January 1, 1997, and February 22, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the “**Claim Form**”), substantially in the form attached as Schedule “D”, to be posted on its website at www.creditunionclassaction.com.
- 3.2 Village CU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each Village CU Class Claimant’s entitlement.
- 3.4 Class Counsel may request such other information from the Village CU Class

Claimant that the Class Counsel considers necessary to properly assess the claim.

- 3.5 For the purposes of this Plan, a Village CU Class Claimant's confirmation on the Claim Form that they believe they paid overdraft fees between January 1, 1997, and February 22, 2003 is sufficient evidence of membership in the Village CU Class, unless the Village CU Records affirmatively contradict the claim.
- 3.6 If the total Claims of the Village CU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Village CU Class Claimants shall be entitled to a pro rata amount of their Claims.
- 3.7 If the total Claims of the Village CU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Village CU Class Claimants shall be entitled to the full amount of their Claims.
- 3.8 By the Decision Deadline, Class Counsel will:
 - (a) complete its review of the claims submitted; and
 - (b) notify each Village CU Class Claimant as to their eligibility, if any, for benefits, and the amount of that benefit, by sending the Entitlement Letter or Rejection Letter to each Village CU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules "E" and "F".

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, Village CU Class Claimants whose claims were denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule "G", and any supporting documents. A Village CU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.
- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve

any appeals.

- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the Village CU Class Claimant of Class Counsel's conclusion and advise them that if the Village CU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel's notice of its conclusion, at the Village CU Class Claimant's expense and without the assistance of Class Counsel.
- 4.4 No party will be liable to pay any other party's costs in relation to the appeals.

SECTION 5 – PAYMENTS TO VILLAGE CU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay Village CU Class Claimants' settlement benefits by Interac e-Transfer to the email addresses designated by the Village CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
 - (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those Village CU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay Village CU Class Claimants' settlement benefit by Interac e-Transfer to the email addresses designated by the Village CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.
- 5.3 If a Village CU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that Village CU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the Bills of Exchange Act, R.S.C. 1985, c. B-4, s. 67, which states "For Deposit only to the Account of [name of Village CU Class Claimant]". Any funds held on account of Interac e-Transfers or cheques issued to

Village CU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to the Vancity Community Foundation.

- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to Village CU Class Claimants under Section 5, Class Counsel shall donate the residue to the Vancity Community Foundation.
- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel's obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for Vancity.

SCHEDULE "A": POSTAL AND EMAIL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the Village Credit Union (Village CU).

A class action lawsuit settlement has been reached in which current and former members of Village CU who were charged either an \$8 or a \$25 overdraft fee between January 1, 1997, and February 22, 2003, may be entitled to a partial refund of those fees upon submitting an approved claim.

Based on Village CU Records, your estimated entitlement is \$[amount]. Your actual payment may be reduced pro-rata if total claims exceed the Settlement Fund. Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: TELEPHONE NOTICE

This message is for [Name].

Hello, this is an important message from the Village Credit Union Class Action Settlement Administration. We are reaching out to inform you about a recent class action settlement that may affect Village Credit Union members who paid overdraft fees between January 1, 1997, and February 22, 2003. If you were a member of Village Credit Union and incurred overdraft fees between January 1, 1997 and February 22, 2003, you may be eligible for a payment under the terms of this settlement.

To determine your eligibility and to make a claim, please visit the official settlement website at www.creditunionclassaction.com. At the website, you will find detailed information about the settlement, your potential entitlements, and instructions on how to claim your share. It is important to submit your claim as soon as possible to ensure you do not miss any deadlines.

The deadline to submit your claim is [date]. This message is brought to you by the Village Credit Union Class Action Settlement Administration and was approved by the B.C. Supreme Court.

SCHEDULE “C”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE VILLAGE CREDIT UNION (VILLAGE CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO FORMER VILLAGE CU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against Village CU that involved payment by some Village CU members of an overdraft administration fee in certain overdrawn accounts between January 1, 1997, and February 22, 2003.

What is an overdraft fee?

An overdraft fee was charged by Village CU when you withdrew more money than you had available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of Village CU and who were charged one or more overdraft administration fees exceeding \$5 between January 1, 1997, and February 22, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of Village CU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. For each qualifying overdraft fee you paid between November 10, 2000, and February 22, 2003, you may be entitled to receive a refund of \$20 plus interest, with compensation for overdraft fees paid between January 1, 1997, and November 9, 2000, estimated under the Deemed Overdraft Charges formula upon submitting an approved claim. To facilitate the settlement, the Settlement Fund has been set aside to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to the Vancity Community Foundation. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE "D": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Approximately what month and year did you first become a member of Village Credit Union? _____

Approximately what month and year did you first pay an overdraft fee to Village Credit Union? _____

What type(s) of account did you hold with Village Credit Union (for example, Basic Chequing, Chequing Package, Business Chequing, U.S. Chequing, Chequing Plus, Package Chequing, Excel Savings, Plan 24)? _____ (if unsure, leave blank)

By submitting a claim, you are confirming that you believe you paid overdraft fees between January 1, 1997, and February 22, 2003.

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

You are not required to provide any documents in support of your claim. Your eligibility will be determined using the banking records of Village Credit Union. However, if you have account statements from prior to March 2003 with Village Credit Union, you can attach them as they may assist us in validating your claim.

SCHEDULE “E”: ENTITLEMENT LETTER**RE: VILLAGE CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Village Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$_____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

Village Credit Union Settlement Administrator

SCHEDULE “F”: REJECTION LETTER**RE: VILLAGE CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Village Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Your claim could not be accepted because [state the reason - under the Settlement Administration Plan a claim may be rejected only where the Claim Form is incomplete or the Village CU Records affirmatively contradict the claim, for example by showing that the claimant was not a member of Village CU during the class period; a claim in respect of the period before November 10, 2000 (for which no transaction records exist) is not to be rejected merely because the Village CU Records do not show the payment of overdraft fees]. If you dispute this decision, or have information or documents responding to the reason stated above, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

Village Credit Union Settlement Administrator

SCHEDULE “G”: APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

Schedule “E” – North Shore CU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

NORTH SHORE CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN**SECTION 1 – DEFINITIONS**

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

- (a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to North Shore CU Class Members, the creation, implementation, and operation of the infrastructure for the taking, determination and payment of claims;
- (b) “**Appeal Form**” means the appeal form, attached as Schedule F;
- (c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

- (d) **“Class Counsel Administration Fee”** means \$14,882, which is equal to approximately 5.4% of the Settlement Fund, or such other amount as is approved by the Court, for the services of Class Counsel provided in accordance with this Settlement Administration Plan;
- (e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;
- (f) **“Claims”** means \$15 for each overdraft fee paid by a North Shore CU Class Claimant to the North Shore CU between June 1, 1999, and February 25, 2003, and either \$15 multiplied by the number of Deemed Overdrafts, or \$15 for such other Overdraft Fees as are demonstrated by the records of a North Shore CU Class Claimant, plus Interest thereon;
- (g) **“Deemed Overdrafts”** means an estimation of the number of overdrafts between February 1, 1996, and May 31, 1999, calculated as follows:

A = Average number of overdrafts per 4-month period between June 1, 1999, and February 25, 2003.

P = Days between first and last overdraft charge between June 1, 1999, and February 25, 2003.

N = Number of 4-month periods the North Shore CU Class Member believes they were a member of North Shore CU between February 1, 1996, and May 31, 1999.

$$\text{Deemed Overdrafts} = N \times [(A \times 0.5) + (.0004 \times P)]$$

For the purposes of the Deemed Overdrafts formula: (i) Class Counsel shall compute A and P from the North Shore CU Records and shall take N from the Claim Form; (ii) A is the North Shore CU Class Claimant's total number of recorded overdraft fees between June 1, 1999, and February 25, 2003, divided by 11.23 (being the 1,366 days in that period divided by one-third of 365 days); (iii) the value of the Deemed Overdrafts formula is not rounded, and the resulting Claims amount is rounded to the nearest cent; and (iv) for a North Shore CU Class Claimant for whom the North Shore CU Records contain no overdraft transactions, A and P are the average values of A and

P for North Shore CU Class Claimants with recorded overdraft transactions, unless documentary evidence provided by the Claimant establishes otherwise.

- (h) **“Court”** means the Supreme Court of British Columbia;
- (i) **“Entitlement Letter”** means a letter in the form attached as Schedule D;
- (j) **“Rejection Letter”** means a letter in the form attached as Schedule E;
- (k) **“North Shore CU”** means BlueShore Financial, a division of Beem Credit Union, formerly known as North Shore Credit Union;
- (l) **“North Shore CU Class”** means all persons who are or were members of North Shore CU and had an overdraft as a result of North Shore CU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member’s account and paid an overdraft charge in excess of five dollars between February 1, 1996, and February 25, 2003;
- (m) **“North Shore CU Class Claimant”** means a North Shore CU Class Member who files a claim in accordance with the Settlement Administration Plan;
- (n) **“North Shore CU Class Member”** means a member of the North Shore CU Class who does not opt out of the Action in accordance with the Settlement Administration Plan;
- (o) **“North Shore CU Records”** means transaction records and other records containing the names and contact information of the North Shore CU Class, as produced by the North Shore CU;
- (p) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually starting from the date of each overdraft fee payment or the year-end date of each deemed overdraft fee payment and continuing until the Claims Deadline;
- (q) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;
- (r) **“Settlement Fund”** means a fund of \$276,625.65, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal

Expenses; and

- 1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:
- (a) **“Notice Date”** means 60 days after the Order approving the Settlement Administration Plan;
 - (b) **“Claims Deadline”** means three months after the Notice Date;
 - (c) **“Decision Deadline”** means one month after the Claims Deadline;
 - (d) **“Appeal Deadline”** means one month after the Decision Deadline;
 - (e) **“Appeal Period”** means the period starting on the Decision Deadline and ending on the Appeal Deadline; and
 - (f) **“Payout Date”** means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

- 2.1 On or before the Notice Date, Class Counsel shall cause the notice, substantially in the form attached as Schedule “A”, to be given by email to each North Shore CU Class Member for whom they have a valid email address (the **“Postal and Email Notice”**), at the current email address for that person, where available, in the North Shore CU Records.
- 2.2 Five days after the Postal and Email Notice is sent pursuant to Section 2.1, Class Counsel shall send the Postal and Email Notice by mail to each North Shore CU Class Member for whom they have a valid postal address and who either does not have an email address or whose email was unopened.
- 2.3 On or before the Notice Date, Class Counsel shall request North Shore CU to post the notice, substantially in the form attached as Schedule “B” (the **“Website Notice”**), on a page of its website (the URL of which North Shore CU shall provide to Class Counsel at least 7 days before the Notice Date), for not less than 90 days.
- 2.4 On or before the Notice Date, Class Counsel shall post the Website Notice on its

website at www.creditunionclassaction.com.

- 2.5 The North Shore CU Records shall be used to populate the required fields in the Postal and Email Notice.
- 2.6 North Shore CU Class Members who are sent the Postal and Email Notice shall be assigned a Claim ID#, which shall be included in the Postal and Email Notice to allow for matching of records.
- 2.7 North Shore CU shall make reasonable efforts to identify all current members of North Shore CU who were members of North Shore CU during the class period and send them the following online banking direct message:

A recent class action settlement may affect North Shore Credit Union members who incurred overdraft fees between February 1, 1996, and February 25, 2003.

Were you a member of North Shore Credit Union between February 1, 1996, and February 25, 2003 and paid overdraft fees? If so, you may be eligible for compensation.

This message is being sent by BlueShore Financial, a division of Beem Credit Union, on behalf of the North Shore Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between February 1, 1996, and February 25, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

- 2.8 North Shore CU shall make reasonable efforts to identify all current members of North Shore CU who were members of North Shore CU after the end of February 25, 2003 but before January 1, 2007, and send them the following online banking direct message:

This message is being sent by BlueShore Financial, a division of Beem Credit Union, on behalf of the North Shore Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between February 1, 1996, and February 25, 2003.

The Class Action Settlement Administration is trying to contact former members of North Shore Credit Union. If you know someone who was a member between February 1, 1996, and February 25, 2003, ask them to visit the website www.creditunionclassaction.com. They might be entitled to a refund of some of the fees they paid. Time is limited. All claims must be made by [deadline].

- 2.9 Following the Notice Date and before the Claims Deadline, Class Counsel shall cause a social media notice, substantially in the form below, to be used in targeted advertising on Facebook, with a budget of \$20,000, including tax, to run for the shorter of 90 days or until the allocated budget is depleted, and targeting persons who are aged 45 and older and live in North Vancouver, West Vancouver, Pemberton, Squamish, or Whistler:



Important Notice for Former Members of North Shore Credit Union

Were you a member of the North Shore Credit Union on or before February 25, 2003 who paid overdraft fees to North Shore CU? If so, you might be eligible for compensation.

This is an official message from the North Shore Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between February 1, 1996, and February 25, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the **"Claim Form"**), substantially in the form attached as Schedule "C", to be posted on its website at www.creditunionclassaction.com.
- 3.2 North Shore CU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each North Shore CU Class Claimant's entitlement.
- 3.4 Class Counsel may request such other information from the North Shore CU Class Claimant that the Class Counsel considers necessary to properly assess the claim.
- 3.5 For the purposes of this Plan, a North Shore CU Class Claimant's confirmation on the Claim Form that they believe they paid overdraft fees between February 1, 1996, and February 25, 2003 is sufficient evidence of membership in the North Shore CU Class, unless the North Shore CU Records affirmatively contradict the

claim.

- 3.6 If the total Claims of the North Shore CU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the North Shore CU Class Claimants shall be entitled to a pro rata amount of their Claims.
- 3.7 If the total Claims of the North Shore CU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the North Shore CU Class Claimants shall be entitled to the full amount of their Claims.
- 3.8 By the Decision Deadline, Class Counsel will:
- (a) complete its review of the claims submitted; and
 - (b) notify each North Shore CU Class Claimant as to their eligibility, if any, for benefits, and the amount of that benefit, by sending the Entitlement Letter or Rejection Letter to each North Shore CU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules “D” and “E”.

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, North Shore CU Class Claimants whose claims were denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule “F”, and any supporting documents. A North Shore CU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.
- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve any appeals.
- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the North Shore CU Class Claimant of Class Counsel’s

conclusion and advise them that if the North Shore CU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel's notice of its conclusion, at the North Shore CU Class Claimant's expense and without the assistance of Class Counsel.

- 4.4 No party will be liable to pay any other party's costs in relation to the appeals.

SECTION 5 – PAYMENTS TO NORTH SHORE CU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay North Shore CU Class Claimants' settlement benefits by Interac e-Transfer to the email addresses designated by the North Shore CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
- (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those North Shore CU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay North Shore CU Class Claimants' settlement benefit by Interac e-Transfer to the email addresses designated by the North Shore CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.
- 5.3 If a North Shore CU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that North Shore CU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the Bills of Exchange Act, R.S.C. 1985, c. B-4, s. 67, which states "For Deposit only to the Account of [name of North Shore CU Class Claimant]". Any funds held on account of Interac e-Transfers or cheques issued to North Shore CU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to the BC Children's Hospital Foundation.

- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to North Shore CU Class Claimants under Section 5, Class Counsel shall donate the residue to the BC Children's Hospital Foundation.
- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel's obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for North Shore CU.

SCHEDULE “A”: POSTAL AND EMAIL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the North Shore Credit Union (North Shore CU).

A class action lawsuit settlement has been reached in which current and former members of North Shore CU who were charged a \$20 overdraft fee between February 1, 1996, and February 25, 2003, may be entitled to a partial refund of those fees upon submitting an approved claim.

Based on North Shore CU Records, your estimated entitlement is \$[amount]. Your actual payment may be reduced pro-rata if total claims exceed the Settlement Fund. Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE NORTH SHORE CREDIT UNION (NORTH SHORE CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO CURRENT AND FORMER NORTH SHORE CU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against North Shore CU that involved payment by some North Shore CU members of an overdraft administration fee in certain overdrawn accounts between February 1, 1996, and February 25, 2003.

What is an overdraft fee?

An overdraft fee was charged by North Shore CU when you withdrew more money than you had available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of North Shore CU and who were charged one or more overdraft administration fees exceeding \$5 between February 1, 1996, and February 25, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of North Shore CU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. For each qualifying overdraft fee you paid between February 1, 1996, and February 25, 2003, you may be entitled to receive a refund of up to \$15 plus interest. To facilitate the settlement, a fund has been set aside that will be used to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to the BC Children's Hospital Foundation. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE "C": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Approximately what month and year did you first become a member of North Shore Credit Union? _____

Approximately what month and year did you cease to be a member of North Shore Credit Union? _____

☐ I am still a member of BlueShore Financial (a division of Beem Credit Union, formerly North Shore Credit Union) (if so, you may leave the preceding question blank)

By submitting a claim, you are confirming that you believe you paid overdraft fees between February 1, 1996, and February 25, 2003.

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

You are not required to provide any documents in support of your claim. Your eligibility will be determined using the banking records of North Shore Credit Union. However, if

you have account statements from prior to March 2003 with North Shore Credit Union you can attach them as they may assist us in validating your claim.

SCHEDULE “D”: ENTITLEMENT LETTER**RE: NORTH SHORE CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. North Shore Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$_____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

North Shore Credit Union Settlement Administrator

SCHEDULE “E”: REJECTION LETTER**RE: NORTH SHORE CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. North Shore Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Your claim could not be accepted because [state the reason - under the Settlement Administration Plan a claim may be rejected only where the Claim Form is incomplete or the North Shore CU Records affirmatively contradict the claim, for example by showing that the claimant was not a member of North Shore CU during the class period; a claim in respect of the period before June 1, 1999 (for which no transaction records exist) is not to be rejected merely because the North Shore CU Records do not show the payment of overdraft fees]. If you dispute this decision, or have information or documents responding to the reason stated above, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

North Shore Credit Union Settlement Administrator

SCHEDULE “F”: APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

Schedule “F” – CSCU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

COMMUNITY SAVINGS CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN**SECTION 1 – DEFINITIONS**

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

- (a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to CSCU Class Members, the creation, implementation, and operation of the infrastructure for the taking, determination and payment of claims;
- (b) “**Appeal Form**” means the appeal form, attached as Schedule “G”;
- (c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

- (d) **“Class Counsel Administration Fee”** means \$34,425, which amount is equal to approximately 5.4% of the Settlement Fund, or such other amount as is approved by the Court for the services of Class Counsel provided in accordance with the Settlement Administration Plan;
- (e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;
- (f) **“Claims”** means \$96.36 for each year, prorated by day for any partial year, the CSCU Class Claimant believes they held an account at CSCU between November 20, 1997, and March 1, 2003, or \$12 for each Overdraft Fee as are demonstrated by the records of a CSCU Class Claimant, plus Interest thereon;
- (g) **“Court”** means the Supreme Court of British Columbia;
- (h) **“Entitlement Letter”** means a letter in the form attached as Schedule "E";
- (i) **“Rejection Letter”** means a letter in the form attached as Schedule "F";
- (j) **“CSCU”** means the Community Savings Credit Union;
- (k) **“CSCU Class”** means all persons who are or were members of CSCU and had an overdraft as a result of CSCU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member's account and paid an overdraft charge in excess of five dollars between November 20, 1997, and March 1, 2003;
- (l) **“CSCU Class Claimant”** means a CSCU Class Member who files a claim in accordance with the Settlement Administration Plan;
- (m) **“CSCU Class Member”** means a member of the CSCU Class who does not opt out of the Action in accordance with the Settlement Administration Plan;
- (n) **“CSCU Records”** means the contact data, membership records and account records of or relating to the CSCU Class Members as produced by the CSCU;
- (o) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually, starting from July 10, 2000 (being the approximate midpoint of the class period, November 20, 1997 to March 1, 2003) and continuing until the Claims

Deadline;

(p) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;

(q) **“Settlement Fund”** means a fund of \$639,877.50, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal Expenses; and

1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:

(a) **“Notice Date”** means 60 days after the Order approving the Settlement Administration Plan;

(b) **“Claims Deadline”** means three months after the Notice Date;

(c) **“Decision Deadline”** means one month after the Claims Deadline;

(d) **“Appeal Deadline”** means one month after the Decision Deadline;

(e) **“Appeal Period”** means the period starting on the Decision Deadline and ending on the Appeal Deadline; and

(f) **“Payout Date”** means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

2.1 On or before the Notice Date, Class Counsel shall cause the notice, in the form attached as Schedule “A”, to be given by email to each CSCU Class Member for whom they have a valid email address (the **“Postal and Email Notice”**), at the current email address for that person, where available, in the CSCU Records.

2.2 Five days after the Postal and Email Notice is sent pursuant to Section 2.1, Class Counsel shall send the Postal and Email Notice by mail to each CSCU Class Member for whom they have a valid postal address and who either does not have an email address or whose email was unopened.

2.3 At 30 days and 60 days after the Notice Date, Class Counsel shall cause the

notice, substantially in the form attached as Schedule “B”, to be given by telephone to each CSCU Class Member (the “**Telephone Notice**”), at the current telephone number for that person, where available, in the CSCU Records, if that person has not made a claim.

- 2.4 On or before the Notice Date, Class Counsel shall request CSCU to post the notice, substantially in the form attached as Schedule “C” (the “**Website Notice**”), on a page of the CSCU website (the URL of which CSCU shall provide to Class Counsel at least 7 days before the Notice Date), for not less than 90 days.
- 2.5 On or before the Notice Date, Class Counsel shall post the Website Notice on its website at www.creditunionclassaction.com.
- 2.6 The CSCU Records shall be used to populate the required fields in the Postal and Email Notice and Telephone Notice.
- 2.7 CSCU Class Members who are sent the Postal and Email Notice shall be assigned a Claim ID Number, which shall be included in the Postal and Email Notice to allow for matching of records.
- 2.8 CSCU shall make reasonable efforts to identify all current members of CSCU who were members of CSCU during the class period and send them the following online banking direct message:

A recent class action settlement may affect IWA and Community Credit Union or Community Savings Credit Union members who incurred overdraft fees between November 20, 1997, and March 1, 2003.

Were you a member of the IWA and Community Credit Union or Community Savings Credit Union before March 2003 who paid overdraft fees? If so, you might be eligible for compensation.

This message is being sent by Community Savings Credit Union on behalf of the Community Savings Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between November 20, 1997, and March 1, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

- 2.9 CSCU shall make reasonable efforts to identify all current members of CSCU who were members of CSCU after March 1, 2003, but before January 1, 2007, and send them the following online banking direct message:

This message is being sent by Community Savings Credit Union on behalf of the Community Savings Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between November 20, 1997, and March 1, 2003.

The Class Action Settlement Administration is trying to contact former members of the Community Savings Credit Union. If you know someone who was a member between November 20, 1997, and March 1, 2003, ask them to visit the website www.creditunionclassaction.com. They might be entitled to a refund of some of the fees they paid. Time is limited. All claims must be made by [deadline].

- 2.10 Following the Notice Date and before the Claims Deadline, Class Counsel shall cause a social media notice, substantially in the form below, to be used in targeted advertising on Facebook, with a budget of \$20,000, including tax, to run for the shorter of 90 days or until the allocated budget is depleted, and targeting persons who are 45 years of age and older and live within a 1-mile radius of Renfrew-Collingwood Neighbourhood (Vancouver), Birchland Manor Neighbourhood (Port Coquitlam), Alluvia Neighbourhood (Surrey), Hillside-Quadra Neighbourhood (Victoria), or Kelvin Neighbourhood (New Westminster):



Important Notice for Current and Former Members of IWA and Community Credit Union or Community Savings Credit Union

Were you a member of the IWA and Community Credit Union or Community Savings Credit Union before March 2003 who paid overdraft fees? If so, you might be eligible for compensation.

This is an official message from the Community Savings Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between November 20, 1997, and March 1, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the “**Claim Form**”), substantially in the form attached as Schedule “D”, to be posted on its website at www.creditunionclassaction.com.
- 3.2 CSCU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each CSCU Class Claimant’s entitlement.
- 3.4 Class Counsel may request such other information from the CSCU Class Claimant that the Class Counsel considers necessary to properly assess the claim.
- 3.5 For the purposes of this Plan, a CSCU Class Claimant's confirmation on the Claim Form that they believe they paid overdraft fees, and the years of account-holding stated on the Claim Form, are sufficient evidence of membership in the CSCU Class and of the years claimed, unless the CSCU Records affirmatively contradict the claim.

- 3.6 If the total Claims of the CSCU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the CSCU Class Claimants shall be entitled to a pro rata amount of their Claims.
- 3.7 If the total Claims of the CSCU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the CSCU Class Claimants shall be entitled to the full amount of their Claims.
- 3.8 By the Decision Deadline, Class Counsel will:
- (a) complete its review of the claims submitted; and
 - (b) notify each CSCU Class Claimant as to their eligibility, if any, for benefits, and the amount of that benefit, by sending the Entitlement Letter or Rejection Letter to each CSCU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules “E” and “F”.

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, CSCU Class Claimants whose claims were denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule “G”, and any supporting documents. A CSCU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.
- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve any appeals.
- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the CSCU Class Claimant of Class Counsel’s conclusion and advise them that if the CSCU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel’s notice of its conclusion, at the CSCU Class Claimant’s expense and without the

assistance of Class Counsel.

- 4.4 No party will be liable to pay any other party's costs in relation to the appeals.

SECTION 5 – PAYMENTS TO CSCU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay CSCU Class Claimants' settlement benefits by Interac e-Transfer to the email addresses designated by the CSCU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
- (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those CSCU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay CSCU Class Claimants' settlement benefit by Interac e-Transfer to the email addresses designated by the CSCU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.
- 5.3 If a CSCU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that CSCU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the Bills of Exchange Act, R.S.C. 1985, c. B-4, s. 67, which states "For Deposit only to the Account of [name of CSCU Class Claimant]". Any funds held on account of Interac e-Transfers or cheques issued to CSCU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to the Community Savings Community Foundation.
- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to CSCU Class Claimants under Section 5, Class Counsel shall donate the residue to the Community Savings Community Foundation.
- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel's obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for CSCU.

SCHEDULE “A”: POSTAL AND EMAIL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the Community Savings Credit Union (formerly IWA and Community Credit Union) (CSCU).

A class action lawsuit settlement has been reached in which current and former members of IWA and Community Credit Union or CSCU who paid overdraft fees between November 20, 1997, and March 1, 2003, may be entitled to compensation based on the number of years they held an account. Eligible class members may receive refunds of up to \$508.73, plus interest.

Based on CSCU Records, your estimated entitlement is \$[amount]. Your actual payment may be reduced pro-rata if total claims exceed the Settlement Fund. Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: TELEPHONE NOTICE

This message is for [Name].

Hello, this is an important message from the Community Savings Credit Union Class Action Settlement Administration. We are reaching out to inform you about a recent class action settlement that may affect IWA and Community Credit Union or Community Savings Credit Union members who paid overdraft fees between November 20, 1997, and March 1, 2003. If you were a member of Community Savings Credit Union and incurred overdraft fees on or before March 1, 2003, you may be eligible for a payment under the terms of this settlement. Eligible class members may receive refunds of up to \$508.73, plus interest.

To determine your eligibility and to make a claim, please visit the official settlement website at www.creditunionclassaction.com. At the website, you will find detailed information about the settlement, your potential entitlements, and instructions on how to claim your share. It is important to submit your claim as soon as possible to ensure you do not miss any deadlines.

This message is brought to you by the Community Savings Credit Union Class Action Settlement Administration and was approved by the B.C. Supreme Court.

SCHEDULE “C”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE COMMUNITY SAVINGS CREDIT UNION (CSCU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO CURRENT AND FORMER CSCU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against CSCU that involved payment by some CSCU members of an overdraft administration fee in certain overdrawn accounts between November 20, 1997, and March 1, 2003.

What is an overdraft fee?

An overdraft fee was charged by IWA and Community Credit Union or CSCU when you withdrew more money than you had available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of CSCU and who were charged one or more overdraft administration fees exceeding \$5 between November 20, 1997, and March 1, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of CSCU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. Eligible members may receive a refund of up to \$508.73 plus interest. To facilitate the settlement, a fund has been set aside that will be used to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to the Community Savings Community Foundation. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE "D": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Approximately what month and year did you first become a member of Community Savings Credit Union (including its predecessors, IWA Credit Union and Community Credit Union)? _____

Approximately what month and year did you cease to be a member of Community Savings Credit Union? _____

☐ I am still a member of Community Savings Credit Union (if so, you may leave the preceding question blank)

If you do not have a Claim ID#, you must provide the following information:

My CSCU branch was located at _____

My address between November 20, 1997 and March 1, 2003 was _____

CSCU Account Number (if known) _____

Date of Birth _____

By submitting a claim, you are confirming that you believe you paid overdraft fees between November 20, 1997, and March 1, 2003.

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

You are not required to provide any documents in support of your claim. However, if you have account statements from prior to April 2003 with the Community Savings Credit Union you can attach them as they may assist us in validating your claim.

SCHEDULE “E”: ENTITLEMENT LETTER**RE: COMMUNITY SAVINGS CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Community Savings Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$_____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

Community Savings Credit Union Settlement Administrator

SCHEDULE “F”: REJECTION LETTER**RE: COMMUNITY SAVINGS CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Community Savings Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Your claim could not be accepted because [state the reason - under the Settlement Administration Plan a claim may be rejected only where the Claim Form is incomplete or the CSCU Records affirmatively contradict the claim, for example by showing that the claimant did not hold an account at CSCU during the years claimed; a claim is not to be rejected merely because the CSCU Records do not show the payment of overdraft fees]. If you dispute this decision, or have information or documents responding to the reason stated above, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

Community Savings Credit Union Settlement Administrator

SCHEDULE “G”: APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

Schedule “G” – Kootenay CU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

KOOTENAY SAVINGS CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN**SECTION 1 – DEFINITIONS**

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

(a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to Kootenay CU Class Members, the creation, implementation and operation of the infrastructure for the taking, determination and payment of claims;

(b) “**Appeal Form**” means the appeal form, attached as Schedule H;

(c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

- (d) **“Class Counsel Administration Fee”** means \$138,909, which amount is equal to approximately 5.4% of the Settlement Fund, or such other amount as is approved by the Court for the services of Class Counsel provided in accordance with this Settlement Administration Plan;
- (e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;
- (f) **“Claims”** means either (a) \$2.75 for each month the Kootenay CU Class Claimant indicates they paid overdraft fees between August 1, 1995, and June 30, 1998, and \$3.17 for each month the Kootenay CU Class Claimant indicates they paid overdraft fees between July 1, 1998, and June 30, 2003, or (b) all amounts charged over \$5 for each overdraft transaction as demonstrated by the records of a Kootenay CU Class Claimant, plus (c) Interest thereon;
- (g) **“Court”** means the Supreme Court of British Columbia;
- (h) **“Entitlement Letter”** means a letter in the form attached as Schedule F;
- (i) **“Rejection Letter”** means a letter in the form attached as Schedule G;
- (j) **“Kootenay CU”** means the Kootenay Savings Credit Union;
- (k) **“Kootenay CU Class”** means all persons who are or were members of Kootenay CU and had an overdraft as a result of Kootenay CU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member’s account and paid an overdraft charge in excess of five dollars between August 1, 1995, and July 1, 2003;
- (l) **“Kootenay CU Class Claimant”** means a Kootenay CU Class Member who files a claim in accordance with the Settlement Administration Plan;
- (m) **“Kootenay CU Class Member”** means a member of the Kootenay CU Class who does not opt out of the Action in accordance with the Settlement Administration Plan;
- (n) **“Kootenay CU Records”** means transaction records and other records containing the names and contact information of the Kootenay CU Class, as produced by Kootenay CU;

(o) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually starting from the month-end date of each overdraft fee payment and continuing until the Claims Deadline;

(p) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;

(q) **“Settlement Fund”** means a fund of \$2,582,003.03, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal Expenses; and

1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:

(a) **“Notice Date”** means 60 days after the Order approving the Settlement Administration Plan;

(b) **“Claims Deadline”** means three months after the Notice Date;

(c) **“Decision Deadline”** means one month after the Claims Deadline;

(d) **“Appeal Deadline”** means one month after the Decision Deadline;

(e) **“Appeal Period”** means the period starting on the Decision Deadline and ending on the Appeal Deadline; and

(f) **“Payout Date”** means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

2.1 On or before the Notice Date, Class Counsel shall cause the notice, substantially in the form attached as Schedule “A”, to be given by mail to each Kootenay CU Class Member for whom they have a valid postal address (the **“Postal Notice”**), at the current postal address for that person, where available, in the Kootenay CU Records.

2.2 On or before the Notice Date, Class Counsel shall request Kootenay CU to post the notice, substantially in the form attached as Schedule “B” (the **“Website Notice”**), on a page of its website (the URL of which Kootenay CU shall provide to

Class Counsel at least 7 days before the Notice Date), for not less than 90 days.

- 2.3 On or before the Notice Date, Class Counsel shall post the Website Notice on its website at www.creditunionclassaction.com.
- 2.4 The Kootenay CU Records shall be used to populate the required fields in the Postal Notice.
- 2.5 Kootenay CU Class Members who are sent the Postal Notice shall be assigned a Claim ID Number, which shall be included in the Postal Notice to allow for matching of records.
- 2.6 On or before the Notice Date, Class Counsel shall send a copy of the notice, substantially in the form attached as Schedule “C”, (the “**Poster Notice**”), and the cover letter, substantially in the form attached as Schedule “D”, (the “**Cover Letter**”), to the following Facilities and Societies:

Name	Address
Castle Wood Village	525 Columbia Ave, Castlegar, BC, V1N 1G7
Castlegar Hospice Society	20-709 10th Street, Castlegar, BC V1N 2H7
Castlegar Pentecostal Benevolent	601 8th St, Castlegar, BC, V1N 4B4
Castlevue Care Centre	2300 14th Ave, Castlegar, BC V1N 4A6
Rosewood Manor	11-1008 2nd St, Castlegar, BC V1N 4A4
Rota Villa	711 11th St, Castlegar, BC, V1N 2J7
Talarico Place	709 - 10th Street, Castlegar, BC V1N 2H7
Beaver Valley Manor	24 Laurier St, Fruitvale, BC, V0G 1L0
Mountain Side Village	135 Mountain Side Drive, Fruitvale, BC V0G 1L0
Columbia Garden Village	1030 10th St, Invermere, BC, V0A 1K0
Columbia House	850 - 10th Avenue, Invermere, BC V0A 1K0
Abbey Manor	305 6th St, Kaslo, BC V0G 1M0
Victorian Community Health Centre of Kaslo	673 A Ave, Kaslo, BC V0G 1M0
Fred Scott Rotary Villa	280 4th Ave, Kimberley, BC, V1A 2R6
Garden View Village	385 2nd Ave, Kimberley, BC V1A 2Z8
Joseph Creek Village	1901 Willowbrook Drive, Cranbrook, BC, V1C 6S4
Kimberley Special Care Home	386 2nd Ave, Kimberley, BC V1A 2P6
Pioneer Lodge & Lions Manor	650 Church Avenue, Kimberley, BC V1A 2L3
Arrow Lakes Hospital	97 - 1st Avenue NE, Nakusp, BC, V0G 1R0
Arrowtarian Rotary Villa Phase I & II	201-8th Ave NW, Nakusp, BC, V0G 1R0
Arrowtarian Rotary Villa	212-7th Ave NW, Nakusp, BC, V0G 1R0
Arrowtarian Rotary Villa Phase IV	206-7th Ave, Nakusp, BC, V0G 1R0
Halcyon Community Home	711 6th Ave NW, Nakusp, BC V0G 1R0
Minto House - Arrow Lakes Hospital	97 - 1st Avenue NE, Nakusp, BC, V0G 1R0
Dr. Brouse Lodge	824 Kildare St, New Denver, BC, V0G 1S0

Slocan Community Hospital Pavilion Wing	401 Galena Ave, New Denver, BC V0G 1S0
Salmo Valley Estates	730 Railway Ave, Salmo, BC, V0G 1Z0
Salmo Valley Villa	539 Davis Ave, Salmo, BC, V0G 1Z0
Passmore Lodge	3650 Passmore Old Rd, Slocan Park, BC V0G 2J0
Jubilee Place	1651 Bay Ave, Trail, BC, V1R 4R7
Centralia Villa	1955 7th Ave, Trail, BC, V1R 3C2
Columbia View Lodge	2920 Laburnum Dr, Trail, BC V1R 4N2
Poplar Ridge Pavilion	1200 Hospital Bench, Trail, BC V1R 4M1
Rose Wood Care Village	8125 Devito Tr, Trail, BC, V1R 4X9
Silver City Gardens	1939 Columbia Ave, Trail, BC, V1R 1K5
Castlegar & District Community Complex	2101 6th Avenue, Castlegar, BC V1N 3B2
Nakusp Community Centre	200 8th Avenue NW, Nakusp, BC V0G 1R1
New Denver Community Centre	202 6th Avenue, New Denver, BC V0G 1S0
Fruitvale Memorial Centre	1968 Main Street, Fruitvale, BC V0G 1L1
Senior Citizens Assoc. of BC: Branch 46 (Castlegar)	2101 6th Avenue, Castlegar, BC V1N 3B2
Senior Citizens Assoc. of BC: Branch 14 (Kimberley)	250 4th Ave, Kimberley, BC V1A 2R6
Senior Citizens Assoc. of BC: Branch 71 (Nakusp)	210 8th Avenue NW, Nakusp, BC V0G 1R1
Senior Citizens Assoc. of BC: Branch 81 (Kaslo)	304 4th Street, Kaslo, BC V0G 1M0
Senior Citizens Assoc. of BC: Branch 47 (Trail)	925 Portland Street, Trail, BC V1R 4C7

- 2.7 Kootenay CU shall make reasonable efforts to identify all current members of Kootenay CU who were members of Kootenay CU during August 1, 1995, and July 1, 2003 and paid overdraft fees and send them the following online banking direct message:

Were you a member of Kootenay Savings Credit Union between August 1, 1995, and July 1, 2003, and did you pay overdraft fees during that period? If so, you may be eligible for compensation.

This message is being sent by Kootenay Savings Credit Union on behalf of the Kootenay Savings Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between August 1, 1995, and July 1, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

- 2.8 Kootenay CU shall make reasonable efforts to identify all current members of Kootenay CU who were members of Kootenay CU after the end of July 1, 2003 but before January 1, 2007, and send them the following online banking direct message:

This message is being sent by Kootenay Savings Credit Union on behalf of the Kootenay Savings Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between August 1, 1995, and July 1, 2003.

The Class Action Settlement Administration is trying to contact former members of Kootenay Savings Credit Union. If you know someone who was a member between August 1, 1995, and July 1, 2003, ask them to visit the website www.creditunionclassaction.com. They might be entitled to a refund of some of the fees they paid. Time is limited. All claims must be made by [deadline].

- 2.9 Following the Notice Date and before the Claims Deadline, Class Counsel shall cause a social media notice, substantially in the form below, to be used in targeted advertising on Facebook, with a budget of \$76,000, including tax, to run for 90 days or until the advertising budget is depleted, whichever comes first, and targeting persons who are 45 years of age and older and live within a 25-mile radius of Castlegar, Fruitvale, Kaslo, Nakusp, New Denver, Salmo, Slocan, Trail, Waneta, Warfield, Kimberley and Invermere.



Important Notice for Current and Former Members of Kootenay Savings Credit Union

Were you a member of the Kootenay Savings Credit Union before July 2003 who paid overdraft fees? If so, you might be eligible for compensation.

This is an official message from the Kootenay Savings Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between August 1, 1995, and July 1, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the “**Claim Form**”), substantially in the form attached as Schedule “E”, to be posted on its website at www.creditunionclassaction.com.
- 3.2 Kootenay CU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each Kootenay CU Class Claimant’s entitlement.
- 3.4 Class Counsel may request such other information from the Kootenay CU Class Claimant that the Class Counsel considers necessary to properly assess the claim.

- 3.5 For the purposes of this Plan, the months indicated by a Kootenay CU Class Claimant on the Claim Form govern the calculation of their Claims and are sufficient evidence of membership in the Kootenay CU Class, unless the Kootenay CU Records affirmatively contradict them; months claimed in excess of 35 (for the period August 1, 1995 to June 30, 1998) or 60 (for the period July 1, 1998 to June 30, 2003) are capped at those maximums.
- 3.6 If the total Claims of the Kootenay CU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Kootenay CU Class Claimants shall be entitled to a pro rata amount of their Claims.
- 3.7 If the total Claims of the Kootenay CU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Kootenay CU Class Claimants shall be entitled to the full amount of their Claims.
- 3.8 By the Decision Deadline, Class Counsel will:
- (a) complete its review of the claims submitted; and
 - (b) notify each Kootenay CU Class Claimant as to their eligibility, if any, for benefits, and the amount of that benefit, by sending the Entitlement Letter or Rejection Letter to each Kootenay CU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules “F” and “G”.

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, Kootenay CU Class Claimants whose claims were denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule “H”, and any supporting documents. A Kootenay CU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.

- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve any appeals.
- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the Kootenay CU Class Claimant of Class Counsel's conclusion and advise them that if the Kootenay CU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel's notice of its conclusion, at the Kootenay CU Class Claimant's expense and without the assistance of Class Counsel.
- 4.4 No party will be liable to pay any other party's costs in relation to the appeals.

SECTION 5 – PAYMENTS TO KOOTENAY CU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay Kootenay CU Class Claimants' settlement benefits by Interac e-Transfer to the email addresses designated by the Kootenay CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
 - (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those Kootenay CU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay Kootenay CU Class Claimants' settlement benefit by Interac e-Transfer to the email addresses designated by the Kootenay CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.
- 5.3 If a Kootenay CU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that Kootenay CU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the Bills of Exchange Act, R.S.C. 1985, c. B-

4, s. 67, which states “For Deposit only to the Account of [name of Kootenay CU Class Claimant]”. Any funds held on account of Interac e-Transfers or cheques issued to Kootenay CU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to the Kootenay Savings Community Foundation.

- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to Kootenay CU Class Claimants under Section 5, Class Counsel shall donate the residue to the Kootenay Savings Community Foundation.
- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel’s obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for Kootenay CU.

SCHEDULE "A": POSTAL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the Kootenay Savings Credit Union (Kootenay CU).

A class action lawsuit settlement has been reached in which current and former members of Kootenay CU who were charged overdraft fees between August 1, 1995, and July 1, 2003, may be entitled to a partial refund of those fees upon submitting an approved claim. Eligible class members may receive refunds of up to \$286.45, plus interest.

Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE KOOTENAY SAVINGS CREDIT UNION (KOOTENAY CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO CURRENT AND FORMER KOOTENAY CU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against Kootenay CU that involved payment by some Kootenay CU members of an overdraft administration fee in certain overdrawn accounts between August 1, 1995, and July 1, 2003.

What is an overdraft fee?

An overdraft fee is charged when Kootenay CU allows you to withdraw more money than you have available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of Kootenay CU and who were charged one or more overdraft administration fees exceeding \$5 between August 1, 1995, and July 1, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of Kootenay CU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. Eligible class members may receive refunds of up to \$286.45, plus interest. To facilitate the settlement, the Settlement Fund has been set aside to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to the Kootenay Savings Community Foundation. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE “C”: POSTER NOTICE**NOTICE OF SETTLEMENT OF THE KOOTENAY SAVINGS CREDIT UNION
(KOOTENAY CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION****TO CURRENT AND FORMER KOOTENAY CU MEMBERS****Important Information:**

Settlement Approved: On April 13, 2023, the B.C. Supreme Court approved the settlement of a class action lawsuit against Kootenay CU regarding overdraft administration fees charged between August 1, 1995, and July 1, 2003.

Eligibility: Members who were charged overdraft administration fees exceeding \$5 between August 1, 1995, and July 1, 2003, may be part of the settlement. If unsure, complete the Claim Form to check your eligibility.

Settlement Terms: Eligible members may receive a refund of up to \$286.45, plus interest. Any remaining funds after refunds and expenses will be donated to the Kootenay Savings Community Foundation.

Cost to Claim: There is no charge to make a claim. Legal fees for CFM Lawyers LLP have already been paid from the Settlement Fund. The deadline to submit your claim is [date].

How to Claim: Submit a claim form at www.creditunionclassaction.com by [date].

Opting Out: If you do not wish to participate, send written notice to CFM Lawyers LLP by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

Questions: Call CFM Lawyers LLP at 604-639-3680. Do not contact the Supreme Court of B.C.

SCHEDULE “D”: COVER LETTER**BY MAIL**

[date]

[address]

Dear Sirs/Mesdames:

RE: NOTICE OF SETTLEMENT OF THE KOOTENAY SAVINGS CREDIT UNION CLASS ACTION

On April 13, 2023, the B.C. Supreme Court approved a settlement in the class action lawsuit against Kootenay Savings Credit Union. The lawsuit pertains to overdraft administration fees charged between August 1, 1995, and July 1, 2003. Eligible members may receive a refund of up to \$286.45 plus interest.

Seniors in your facility may be affected by this settlement and could benefit from the information provided in the notice. Therefore, we kindly request that you post the attached notice in a visible and accessible location within your facility to ensure that your members are informed of their potential eligibility and the steps they need to take to make a claim.

We appreciate your cooperation and assistance in disseminating this important information to the members of your community. If you have any questions or require additional copies of the notice, please do not hesitate to contact our office at 604-639-3680.

Thank you for your attention to this matter.

Sincerely,

[Signature]

Settlement Administrator

SCHEDULE "E": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Approximately what month and year did you first become a member of Kootenay Savings Credit Union? _____

Approximately what month and year did you cease to be a member of Kootenay Savings Credit Union? _____

☐ I am still a member of Kootenay Savings Credit Union (if so, you may leave the preceding question blank)

For approximately how many months between August 1, 1995 and June 30, 1998 did you pay overdraft fees? _____

For approximately how many months between July 1, 1998 and June 30, 2003 did you pay overdraft fees? _____

By submitting a claim, you are confirming that you believe you paid overdraft fees between August 1, 1995, and July 1, 2003.

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

You are not required to provide any documents in support of your claim. However, if you have account statements from Kootenay Savings Credit Union prior to July 2003 you can attach them as they may assist us in validating your claim.

SCHEDULE “F”: ENTITLEMENT LETTER**RE: KOOTENAY SAVINGS CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Kootenay Savings Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$ _____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

Kootenay Savings Credit Union Settlement Administrator

SCHEDULE “G”: REJECTION LETTER**RE: KOOTENAY SAVINGS CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Kootenay Savings Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Your claim could not be accepted because [state the reason - under the Settlement Administration Plan a claim may be rejected only where the Claim Form is incomplete or the Kootenay CU Records affirmatively contradict the claim, for example by showing that the claimant was not a member of Kootenay CU during the months claimed; a claim is not to be rejected merely because the Kootenay CU Records do not show the payment of overdraft fees]. If you dispute this decision, or have information or documents responding to the reason stated above, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

Kootenay Savings Credit Union Settlement Administrator

SCHEDULE “H”: APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

Schedule “H” – Vernon CU Settlement Administration Plan

Court File No. S047104

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANDREW BODNAR and JOHN HUMPHREY

PLAINTIFFS

AND:

VANTAGEONE CREDIT UNION et al.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

(the “**Action**”)

SETTLEMENT ADMINISTRATION PLAN**SECTION 1 – DEFINITIONS**

1.1 Whenever capitalized terms are used in this Plan and in the Schedules annexed hereto, they will have the following meanings:

- (a) “**Administration Expenses**” means the Class Counsel Administration Fee and the third-party costs of administering the Settlement Fund, including but not limited to the publication and provision of all notices to Vernon CU Class Members, the creation, implementation, and operation of the infrastructure for the taking, determination and payment of claims;
- (b) “**Appeal Form**” means the appeal form, attached as Schedule H;
- (c) “**Approved Legal Expenses**” means the legal fees and expenses approved by the Court on April 13, 2023;

- (d) **“Class Counsel Administration Fee”** means \$7,401, which amount is equal to approximately 5.4% of the Settlement Fund, or such other amount approved by the Court for the services of Class Counsel provided in accordance with this Settlement Administration Plan;
- (e) **“Class Counsel”** means the law firm of CFM Lawyers LLP;
- (f) **“Claims”** means either the Deemed Overdraft Fees, or \$1 for each overdraft fee paid by a Vernon CU Class Claimant to the Vernon CU between September 2, 1994, and February 20, 2003 as demonstrated by the records of the Vernon CU Class Claimant, plus Interest thereon;
- (g) **“Deemed Overdraft Fees”** means \$1 multiplied by the sum of the Overdraft Transactions Per Claimant for each year that the Vernon CU Class Claimant believes they held an account at Vernon CU during the class period,;
- (h) **“Court”** means the Supreme Court of British Columbia;
- (i) **“Entitlement Letter”** means a letter in the form attached as Schedule F;
- (j) **“Rejection Letter”** means a letter in the form attached as Schedule G;
- (k) **“Estimated Class Accounts”** means the number of accounts with overdraft loans in each year, estimated as follows:

Year	Estimated Class Accounts
1994	2791
1995	2693
1996	2700
1997	2766
1998	2769
1999	2771
2000	2782
2001	2852
2002	2867
2003	2932

- (l) **“Estimated Overdraft Transactions”** means the number of overdraft transactions in each year, estimated as follows:

Year	# of OD Trans
1994	5,433
1995	15,750
1996	15,800
1997	16,150
1998	16,200
1999	16,200
2000	16,416
2001	16,442
2002	16,799
2003	2,446

(m) **“Overdraft Transactions Per Claimant”** means for any year, the following amounts calculated by dividing the Estimated Overdraft Transactions in that year by the Estimated Class Accounts for that year:

Year	Max Likely Overdraft Transactions
1994	1.95
1995	5.85
1996	5.85
1997	5.84
1998	5.85
1999	5.85
2000	5.90
2001	5.77
2002	5.86
2003	0.83

(n) **“Vernon CU”** means VantageOne Credit Union, formerly known as Vernon & District Credit Union;

(o) **“Vernon CU Class”** means all persons who are or were members of Vernon CU and had an overdraft through Vernon CU honouring a cheque or other instrument drawn by the member when there were insufficient funds standing to the credit of the member’s account and paid an overdraft charge in excess of five dollars between September 2, 1994, and February 20, 2003;

(p) **“Vernon CU Class Claimant”** means a Vernon CU Class Member who

files a claim in accordance with the Settlement Administration Plan;

(q) **“Vernon CU Class Member”** means a member of the Vernon CU Class who does not opt out of the Action in accordance with the Settlement Administration Plan;

(r) **“Vernon CU Records”** means transaction records and other records containing the names and contact information of the Vernon CU Class, as produced by the Vernon CU;

(s) **“Interest”** means interest calculated at 5% per annum, compounded semi-annually starting from the date of each overdraft fee payment or the year-end date of each deemed overdraft fee payment (or, for a deemed amount in respect of 2003, February 20, 2003), and continuing until the Claims Deadline;

(t) **“Plaintiffs”** means Andrew Bodnar and John Humphrey;

(u) **“Settlement Fund”** means a fund of \$137,577.10, which was established pursuant to paragraph 6 of the Settlement Agreement between the Defendants and the Plaintiffs, dated February 1, 2023, and is net of the Approved Legal Expenses; and

1.2 Where the following terms are used in relation to dates in the Settlement Administration Plan, they will have the following meanings:

(a) **“Notice Date”** means 60 days after the Order approving the Settlement Administration Plan;

(b) **“Claims Deadline”** means three months after the Notice Date;

(c) **“Decision Deadline”** means one month after the Claims Deadline;

(d) **“Appeal Deadline”** means one month after the Decision Deadline;

(e) **“Appeal Period”** means the period starting on the Decision Deadline and ending on the Appeal Deadline; and

(f) **“Payout Date”** means one month after the Appeal Deadline if no appeals remain unresolved, or 30 days after the resolution of any appeals.

SECTION 2 – NOTICE

- 2.1 On or before the Notice Date, Class Counsel shall cause the notice, substantially in the form attached as Schedule “A”, to be given by mail to each Vernon CU Class Member for whom they have a valid mailing address (the “**Postal Notice**”), at the current postal address for that person, where available, in the Vernon CU Records.
- 2.2 On or before the Notice Date, Class Counsel shall request Vernon CU to post the notice, substantially in the form attached as Schedule “B” (the “**Website Notice**”), on a page of its website (the URL of which Vernon CU shall provide to Class Counsel at least 7 days before the Notice Date), for not less than 90 days.
- 2.3 On or before the Notice Date, Class Counsel shall post the Website Notice on its website at www.creditunionclassaction.com.
- 2.4 The Vernon CU Records shall be used to populate the required fields in the Postal Notice.
- 2.5 Vernon CU Class Members who are sent the Postal Notice shall be assigned a Claim ID Number, which shall be included in the Postal Notice to allow for matching of records.
- 2.6 On or before the Notice Date, Class Counsel shall send a copy of the notice, substantially in the form attached as Schedule “C”, (the “**Poster Notice**”), and the cover letter, substantially in the form attached as Schedule “D”, (the “**Cover Letter**”), to the following Facilities and Societies:

Name	Address
Armstrong Community Services	3800 Patten Drive, Armstrong, BC V4Y 1C4
Chartwell Carrington Place	4651 23rd Street, Vernon, BC V1T 4K7
Coldstream Meadows	9104 Mackie Drive, Coldstream, B.C., V1B 1G9
Creekside Landing	6190 Okanagan Landing Road, Vernon, BC V1H 1M3
Gateby Care Centre	3000 Gateby Place (Lot 1), Vernon, BC V1T 8V8
Hearthstone Manor	2800 40th Street, Vernon, BC V1T 6J7
Heritage Square	3904 27th Street, Vernon, BC V1T 4X7
Heron Grove	4900 20th Street, Vernon, BC V1T 9W3
Noric House	1400 Mission Road, Vernon, BC V1T 9C3
Orchard Valley Retirement Residence	2829 34th Street, Vernon, BC V1T 9G4
Osprey Court	6201 Osprey Road, Vernon, BC V1H 1M7
Polson Care Centre	2101 - 32nd Street, Vernon, BC V1T 5L2

The Hamlets at Vernon	3050 29th Ave, Vernon, BC V1T 9Y9
Schubert Centre	3505 - 30th Ave, Vernon, B.C., V1T 2E6
Halina Senior Citizens Centre	3310 37th Avenue, Vernon, BC V1T 2Y5

- 2.7 Vernon CU shall make reasonable efforts to identify all current members of Vernon CU who were members of Vernon CU during the class period and send them the following online banking direct message:

A recent class action settlement may affect Vernon & District Credit Union members who incurred overdraft fees between September 2, 1994, and February 20, 2003.

Were you a member of the Vernon & District Credit Union before March 2003 who paid overdraft fees? If so, you might be eligible for compensation.

This message is being sent by VantageOne Credit Union (formerly Vernon & District Credit Union) on behalf of the VantageOne Credit Union (formerly Vernon & District Credit Union) Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between September 2, 1994, and February 20, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

- 2.8 Vernon CU shall make reasonable efforts to identify all current members of Vernon CU who were members of Vernon CU after February 20, 2003, but before January 1, 2007, and send them the following online banking direct message:

This message is being sent by VantageOne Credit Union (formerly Vernon & District Credit Union) on behalf of the VantageOne Credit Union (formerly Vernon & District Credit Union) Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between September 2, 1994, and February 20, 2003.

The Class Action Settlement Administration is trying to contact former members of the Vernon & District Credit Union. If you know someone who was a member between September 2, 1994, and February 20, 2003, ask them to visit the website www.creditunionclassaction.com. They might be entitled to a refund of

some of the fees they paid. Time is limited. All claims must be made by [deadline].

- 2.9 Following the Notice Date and before the Claims Deadline, Class Counsel shall cause a social media notice, substantially in the form below, to be used in targeted advertising on Facebook, with a budget of \$13,000, including tax, to run for the shorter of 90 days or until the allocated budget is depleted, and targeting people who are 45 years of age and older and live within a 10-mile radius of Vernon:



Important Notice for Current and Former Members of Vernon & District Credit Union

Were you a member of the Vernon & District Credit Union before March 2003 who paid overdraft fees? If so, you might be eligible for compensation.

This is an official message from the Vernon & District Credit Union Class Action Settlement Administration, approved by the B.C. Supreme Court. A recent class action settlement may affect members who incurred overdraft fees between September 2, 1994, and February 20, 2003.

Visit www.creditunionclassaction.com to learn more about the settlement, your potential entitlements, and how to claim your share. Register as soon as possible to secure your potential compensation as there is a [date] deadline.

SECTION 3 – CLAIMS PROCESS

- 3.1 On or before the Notice Date, Class Counsel shall cause an online form for submission of claims (the “**Claim Form**”), substantially in the form attached as Schedule “E”, to be posted on its website at www.creditunionclassaction.com.

- 3.2 Vernon CU Class Members must deliver a completed Claim Form to Class Counsel by the Claims Deadline to make a claim for benefits under this Settlement.
- 3.3 Class Counsel shall input information from all claims received and calculate the amount of each Vernon CU Class Claimant's entitlement.
- 3.4 Class Counsel may request such other information from the Vernon CU Class Claimant that the Class Counsel considers necessary to properly assess the claim.
- 3.5 For the purposes of this Plan, a Vernon CU Class Claimant's confirmation on the Claim Form that they believe they paid an overdraft charge in excess of five dollars between September 2, 1994, and February 20, 2003 is sufficient evidence of membership in the Vernon CU Class, unless the Vernon CU Records affirmatively contradict the claim.
- 3.6 If the total Claims of the Vernon CU Class Claimants are more than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Vernon CU Class Claimants shall be entitled to a pro rata amount of their Claims.
- 3.7 If the total Claims of the Vernon CU Class Claimants are equal to or less than the amount of the Settlement Fund remaining after payment or reservation of the Administration Expenses, then the Vernon CU Class Claimants shall be entitled to the full amount of their Claims.
- 3.8 By the Decision Deadline, Class Counsel will:
 - (a) complete its review of the claims submitted; and
 - (b) notify each Vernon CU Class Claimant as to their eligibility, if any, for benefits, and the amount of that benefit, by sending the Entitlement Letter or Rejection Letter to each Vernon CU Class Claimant by email (or mail) at the addresses designated in the Claim Form, substantially in the forms attached as Schedules "F" and "G".

SECTION 4 – APPEAL PROCESS

- 4.1 On or before the Appeal Deadline, Vernon CU Class Claimants whose claims were

denied, or who dispute the calculation of their entitlement, and who do not agree with the decision of Class Counsel may appeal that decision by delivering to Class Counsel a completed Appeal Form, substantially in the form attached as Schedule “H”, and any supporting documents. A Vernon CU Class Claimant cannot appeal the terms of the Settlement Agreement or the Settlement Administration Plan.

- 4.2 Upon receipt of completed Appeal Forms, Class Counsel shall attempt to resolve any appeals.
- 4.3 If Class Counsel is unable to resolve an appeal during the Appeal Period, Class Counsel will notify the Vernon CU Class Claimant of Class Counsel’s conclusion and advise them that if the Vernon CU Class Claimant wishes to continue their appeal, they must make an application to the Court within 10 days of receiving Class Counsel’s notice of its conclusion, at the Vernon CU Class Claimant’s expense and without the assistance of Class Counsel.
- 4.4 No party will be liable to pay any other party’s costs in relation to the appeals.

SECTION 5 – PAYMENTS TO VERNON CU CLASS CLAIMANTS

- 5.1 On or before the Payout Date, Class Counsel will pay Vernon CU Class Claimants’ settlement benefits by Interac e-Transfer to the email addresses designated by the Vernon CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) if:
 - (a) no appeals have been filed;
 - (b) all appeals have been withdrawn; or
 - (c) the outcome of any appeals will not affect the entitlement of those Vernon CU Class Claimants who have not appealed.
- 5.2 If Section 5.1 does not apply, then Class Counsel will pay Vernon CU Class Claimants’ settlement benefit by Interac e-Transfer to the email addresses designated by the Vernon CU Class Claimants in the Claim Forms (or, where payment by cheque was elected on the Claim Form, by cheque in accordance with Section 5.3) within 30 days after the determination of the last appeal.

- 5.3 If a Vernon CU Class Claimant elected payment by cheque on their Claim Form or advises that they cannot receive payment by Interac e-Transfer, then that Vernon CU Class Claimant's settlement benefit shall be paid by cheque with a restrictive endorsement, pursuant to the Bills of Exchange Act, R.S.C. 1985, c. B-4, s. 67, which states "For Deposit only to the Account of [name of Vernon CU Class Claimant]". Any funds held on account of Interac e-Transfers or cheques issued to Vernon CU Class Claimants that go unnegotiated for more than 6 months shall be paid by Class Counsel to the North Okanagan Neurological Association.
- 5.4 The Administration Expenses shall be paid from the Settlement Fund. Class Counsel may reserve from the Settlement Fund a reasonable estimate of the Administration Expenses remaining to be incurred, and any unexpended reserve shall form part of the residue under Section 6.1.

SECTION 6 – COMPLETION OF SETTLEMENT ADMINISTRATION

- 6.1 If the Settlement Fund has not been exhausted after the payment to Vernon CU Class Claimants under Section 5, Class Counsel shall donate the residue to the North Okanagan Neurological Association.
- 6.2 Once the Settlement Fund has been exhausted and all of Class Counsel's obligations under this Plan have been carried out, Class Counsel shall file a reporting affidavit with the Court and provide a copy to counsel for Vernon CU.

SCHEDULE "A": POSTAL NOTICE

NAME + PERSONAL ADDRESS

CLAIM ID NUMBER:

RE: This notice is to inform you of a settlement in a class action lawsuit involving the Vernon & District Credit Union (Vernon CU).

A class action lawsuit settlement has been reached in which current and former members of Vernon CU who were charged a \$6 overdraft fee between September 2, 1994, and February 20, 2003, may be entitled to a partial refund of those fees upon submitting an approved claim. Eligible members may receive a refund of up to approximately \$49.55 plus interest.

Based on Vernon CU Records, your estimated entitlement is \$[amount]. Your actual payment may be reduced pro-rata if total claims exceed the Settlement Fund. Claiming your refund is easy. You just need to enter the Claim ID number above at www.creditunionclassaction.com. The refund payment can only be issued to [name]. Full details of the Settlement and Action are also available at www.creditunionclassaction.com.

The deadline to submit your claim is [date].

SCHEDULE “B”: WEBSITE NOTICE

NOTICE OF SETTLEMENT OF THE VERNON & DISTRICT CREDIT UNION (VERNON CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION TO CURRENT AND FORMER VERNON CU MEMBERS

What is the purpose of this notice?

On April 13, 2023, the Honourable Mr. Justice Brundrett of the B.C. Supreme Court approved the settlement of a class action lawsuit brought against Vernon CU that involved payment by some Vernon CU members of an overdraft administration fee in certain overdrawn accounts between September 2, 1994, and February 20, 2003.

What is an overdraft fee?

An overdraft fee is charged when Vernon CU allows you to withdraw more money than you have available either in your account or on your authorized line of credit. An overdraft fee is different from an NSF (non-sufficient funds) fee, which is charged when payment of a cheque or other withdrawal is refused because the account has insufficient funds to cover the payment. NSF fees are not included in the Settlement Agreement.

How do I know if I am considered part of this settlement?

Those involved in the class action are all who are or were members of Vernon CU and who were charged one or more overdraft administration fees exceeding \$5 between September 2, 1994, and February 20, 2003. If you are uncertain if you are included, please complete the Claim Form and your eligibility will be determined using the records of Vernon CU.

What are the terms of the settlement?

If you are a member of the class, you may be entitled under the settlement to receive a refund (if you have not already done so) of a portion of the fees that you paid. Eligible members may receive a refund of up to approximately \$49.55 plus interest. To facilitate the settlement, a fund has been set aside that will be used to pay the refunds and related expenses. Once the refunds are claimed and expenses are paid, any money remaining in the fund will be donated to the North Okanagan Neurological Association. The complete terms and conditions are set out in the Settlement Agreement and Settlement Administration Plan, which are available, together with the Court Order approving them, at www.creditunionclassaction.com.

Will it cost me anything to make a claim?

No. There will be no charge for making the claim. The deadline to submit your claim is [date].

How do I make a claim?

To make a claim, you need to submit a Claim Form at www.creditunionclassaction.com by [date].

What if I do not want to participate in this settlement?

Unless you opt out, all members of the class are bound by the terms of the settlement. If you wish, you may elect not to participate in this settlement, or “opt out,” in which case you will not receive any settlement benefits and any claim you make will have to be made independently. If you want to opt out of the settlement, you must provide written notice to CFM Lawyers LLP by mail by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

For additional information on opting out and online opt-out forms, please go to www.creditunionclassaction.com or call CFM Lawyers LLP at 604-639-3680.

Who do I contact if I have questions?

For questions, please call CFM Lawyers LLP at 604-639-3680. Please do not contact the Supreme Court of B.C. as its administrative structures are not designed to address any inquiries about this settlement.

SCHEDULE “C”: POSTER NOTICE



NOTICE OF SETTLEMENT OF THE VERNON & DISTRICT CREDIT UNION (VERNON CU) OVERDRAFT ADMINISTRATION FEE CLASS ACTION

TO CURRENT AND FORMER VERNON CU MEMBERS

Important Information:

Settlement Approved: On April 13, 2023, the B.C. Supreme Court approved the settlement of a class action lawsuit against Vernon CU regarding overdraft administration fees charged between September 2, 1994, and February 20, 2003.

Eligibility: Members who were charged overdraft administration fees exceeding \$5 between September 2, 1994, and February 20, 2003, may be part of the settlement. If unsure, complete the Claim Form to check your eligibility.

Settlement Terms: Eligible members may receive a refund of **up to approximately \$49.55** plus interest. Any remaining funds after refunds and expenses will be donated to the North Okanagan Neurological Association.

Cost to Claim: There is no charge to make a claim. Legal fees for CFM Lawyers LLP have already been paid from the Settlement Fund. The deadline to submit your claim is [date].

How to Claim: Submit a Claim Form at www.creditunionclassaction.com by [date].

Opting Out: If you do not wish to participate, send written notice to CFM Lawyers LLP by [date] at 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

Questions: Call CFM Lawyers LLP at 604-639-3680. Do not contact the Supreme Court of B.C.

SCHEDULE “D”: COVER LETTER**BY MAIL**

[date]

[address]

Dear Sirs/Mesdames:

RE: NOTICE OF SETTLEMENT OF THE VERNON & DISTRICT CREDIT UNION CLASS ACTION

On April 13, 2023, the B.C. Supreme Court approved a settlement in the class action lawsuit against Vernon & District Credit Union. The lawsuit pertains to overdraft administration fees charged between September 2, 1994, and February 20, 2003. Eligible members may receive a refund of up to approximately \$49.55 plus interest.

Seniors in your facility may be affected by this settlement and could benefit from the information provided in the notice. Therefore, we kindly request that you post the attached notice in a visible and accessible location within your facility to ensure that your members are informed of their potential eligibility and the steps they need to take to make a claim.

We appreciate your cooperation and assistance in disseminating this valuable information to the members of your community. If you have any questions or require additional copies of the notice, please do not hesitate to contact our office at 604-639-3680.

Thank you for your attention to this matter.

Sincerely,

[Signature]

Settlement Administrator

SCHEDULE "E": CLAIM FORM

If you received a notice of this settlement, it included a Claim ID#. If you did not receive a Claim ID#, please leave it blank.

CLAIM ID# (if known): _____

Last name: _____

First name: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Mailing Address:

No. and Street: _____ Apt.: _____

City/Town: _____ Province: _____ Postal Code: _____

Approximately what month and year did you first become a member of Vernon & District Credit Union? _____

Approximately what month and year did you cease to be a member of Vernon & District Credit Union? _____

☐ I am still a member of VantageOne Credit Union (formerly Vernon & District Credit Union) (if so, you may leave the preceding question blank)

By submitting a claim, you are confirming that you believe you paid overdraft fees between September 2, 1994, and February 20, 2003.

Payment method (choose one): ☐ Interac e-Transfer to the email address above; or ☐ cheque to the mailing address above.

You are not required to provide any documents in support of your claim. However, if you have account statements from prior to March 2003 with Vernon & District Credit Union you can attach them as they may assist us in validating your claim.

SCHEDULE “F”: ENTITLEMENT LETTER**RE: VERNON & DISTRICT CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received and approved your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Vernon & District Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Pursuant to the terms of the Settlement Administration Plan, **you are entitled to receive a refund** of \$ _____.

[*If pro rata*: Your refund was calculated as a pro rata share of the Settlement Fund available to pay all Class Members' claims based on the total amount of those claims.]

If any adjustments are made to other Class Members' entitlements through the Appeal Process, your actual entitlement may vary slightly from the amount above. If the amount of the actual entitlement is less than the amount in this letter, we will explain the adjustment on our website at www.creditunionclassaction.com.

The refund will be paid by Interac e-Transfer to [email address], or by cheque mailed to the address you provided if you elected payment by cheque on your Claim Form, on or before the Payout Date. We anticipate that the payment date will be approximately [date]. We will send you another email shortly before the payment is made.

Yours truly,

CFM Lawyers LLP, Class Counsel

SCHEDULE “G”: REJECTION LETTER**RE: VERNON & DISTRICT CREDIT UNION CLASS ACTION SETTLEMENT**

Dear [XXXX],

We are writing to confirm that we have received your claim for a refund in accordance with the terms of the settlement in *Bodnar v. Vernon & District Credit Union et al.*, *British Columbia Supreme Court, Vancouver Registry No. S047104*. The Settlement Administration Plan and the Order approving it are available for review at www.creditunionclassaction.com.

Your claim could not be accepted because [state the reason - under the Settlement Administration Plan a claim may be rejected only where the Claim Form is incomplete or the Vernon CU Records affirmatively contradict the claim, for example by showing that the claimant was not a member of Vernon CU during the class period; a claim is not to be rejected merely because the Vernon CU Records do not show the payment of overdraft fees]. If you dispute this decision, or have information or documents responding to the reason stated above, you will need to complete the Appeal Form at www.creditunionclassaction.com before [date].

Yours truly,

CFM Lawyers LLP, Class Counsel

SCHEDULE “H”: APPEAL FORM**ONLINE APPEAL FORM**

Full Name

Email Address

Address

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Administration Plan, please carefully set out why you believe that the amount of your entitlement as calculated by Class Counsel is incorrect. In addition, please email copies of any supporting documents (for example, cancelled cheques or account statements) to appeal@creditunionclassaction.com.

You cannot appeal the terms of the Settlement Agreement or Settlement Administration Plan.

CFM Lawyers LLP, Class Counsel, may attempt to contact you at each of the phone numbers you have provided above. Your appeal will be deemed withdrawn if you fail to respond to CFM Lawyers LLP within 14 days of its first attempt to contact you.

Reason for Appeal (Required)

No. S047104
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BODNAR et al.

PLAINTIFFS

AND:

COMMUNITY SAVINGS CREDIT UNION et al.

DEFENDANTS

ORDER MADE AFTER APPLICATION

CFM LAWYERS LLP
BARRISTERS AND SOLICITORS
400 – 856 HOMER STREET
VANCOUVER, BC
V6B 2W5
(604) 639-3680

Counsel Reference: Mark W. Munteer and Paul R. Bennett