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. Mounteer and Paul R. Bennett