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

DEFENDANTS

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") is dated for reference February 1, 2023, by and between:

(a) The Plaintiffs, Andrew Bodnar and John Humphrey (the "Plaintiffs"), in the certified class proceeding in British Columbia Supreme Court Action No. S047104 (the "Action"), on behalf of Class, as defined below; AND

(b) Greater Vancouver Community Credit Union ("GVCCU"), Coastal Community Credit Union ("Coastal"); VantageOne Credit Union ("Vantage"), BlueShore Financial Credit Union ("BlueShore"), Community Savings Credit Union ("Community"), Vancouver City Savings Credit Union ("Vancity"), and Kootenay Savings Credit Union ("Kootenay") (collectively the "Defendants").

(collectively, the "Parties").

I. RECITALS

A. WHEREAS, Vancity acquired the business of Village Credit Union ("Village") on July 1, 2005;

B. WHEREAS, Coastal is an amalgamation of multiple credit unions including the Defendants Chemainus Credit Union ("Chemainus") and Comox Valley Credit Union ("Comox").

C. WHEREAS, BlueShore was formerly known as North Shore Credit Union;

D. WHEREAS, VantageOne Credit Union was formerly known as Vernon & District Credit Union;

E. WHEREAS, Kootenay was merged with Warfield Credit Union, Edgewater District Credit Union, and Kimberly Credit Union between 1995 and 2003;

F. WHEREAS, GVCCU, Chemainus, Comox, Village, BlueShore, Vantage, Community and Kootenay (the "Credit Unions") were operating in British Columbia prior July 1, 2003 (the "Class Period") and provided banking services in British Columbia;

G. WHEREAS, the Plaintiffs commenced the Action on December 21, 2004, in which they allege, among other things, that the Credit Unions collected overdraft charges in excess of $5 in violation of the *Criminal Code*.

H. WHEREAS, the Action was certified as a class proceeding on September 12, 2014, which was upheld on appeal; *Bodnar v. Community Savings Credit Union*, 2012 BCSC 589, aff'd 2015 BCCA 504.

I. WHEREAS, the first common issue was determined in favor of the Plaintiffs on June 1, 2017, which was upheld on appeal; *Bodnar v. Community Savings Credit Union*, 2017 BCSC 918, aff'd 2018 BCCA 121;

J. WHEREAS, the remaining common issues were determined in favor of the Plaintiffs on November 4, 2019, which was upheld, in part, on appeal; *Bodnar v. Community Savings Credit Union*, 2019 BCSC 1885, aff'd 2022 BCCA 263;

K. WHEREAS, the Parties desire to compromise and settle the amount of liability of the Defendants in the Action and intend by this Settlement Agreement to resolve all past, present and future claims of Class Members in any way arising out of or relating to the Action;

L. WHEREAS, despite their belief that the allegations advanced in the Action are unfounded and that they have good and reasonable defences on the remaining issues to be determined in the Action, the Defendants have agreed to enter into this Settlement Agreement in order to achieve final resolution of all claims asserted or which could have been asserted against them, individual or collectively, by the Plaintiffs in the Action, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

M. WHEREAS, the Defendants deny and do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, wrongdoing or blame of any kind, on their behalf or on behalf of their corporate successors or predecessors, either as alleged or at all;

N. WHEREAS, on May 30, 2016, the Court dispensed with notice of the certification of the action as a class proceeding and ordered that Class members would not be given a right to opt-out of the Class, except pursuant to a further order of the Court in the case of a settlement of this action or otherwise;

O. WHEREAS, as a result of the Action, the Parties are thoroughly familiar with the factual and legal issues presented by their respective claims and defenses in the Action, and recognize the uncertainties as to the ultimate outcome in the Action, and the likelihood that any final result could require years of further complex litigation and substantial expense;

P. WHEREAS, this Settlement Agreement was entered into after extensive arm's length discussions and negotiations between Counsel for the Plaintiffs, and counsel for the Defendants, with the assistance of an experienced mediator;

Q. WHEREAS, the Parties, each having the advice of their counsel, agree that the Settlement is a fair, reasonable, and adequate resolution of the claims advanced against the Defendants in the Action;

R. WHEREAS, the Parties desire and intend to seek Court approval of the Settlement as set forth in this Settlement Agreement; and

NOW, THEREFORE, for value received, the Parties stipulate and agree, subject to Court approval, to the following.

II. DEFINITIONS

1. As used in the Settlement Agreement, including the Recitals and Schedules hereto, in addition to any definitions elsewhere in the Agreement, the following terms shall have the meanings set forth below:

   (a) "Class Counsel" means the law firm of Bennett Mounteer LLP;

   (b) "Class" means all persons resident in British Columbia who are or were members of the Credit Unions and have received an overdraft loan through the Credit Unions honouring a cheque or other instrument or arrangement 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 prior to July 1, 2003;

(c) "Class Member" means a member of the Class who does not opt-out of the Action in accordance with the Settlement Administration Plan;

(d) "Court" means the Supreme Court of British Columbia;

(e) "Effective Date of Settlement" means the next calendar day after the day on which all appellate rights with respect to the Settlement Approval Order made in the Action have expired or have been exhausted;

(f) "Released Parties" mean the Defendants, their respective predecessors, successors, parents, subsidiaries, affiliates, heirs, executors, administrators, assigns, officers, directors, shareholders, employees, lawyers, insurers, agents and representatives, and all others who received any benefit, direct or indirect, (including interest, fees, and any money or other property or thing in law, equity, statutory or otherwise) in the Settled Claims;

(g) "Settled Claims" means any claim, liability, right, demand, suit, matter, obligation, damage, loss or cost, action or cause of action of every nature and description, in law or in equity, that the Class Members or any of them have, had or may have up to and including July 1, 2003, including claims assigned by Class Members, whether known or unknown, accrued or which may hereafter accrue, asserted or unasserted, latent or patent, that is, has been or could have been asserted by the Class Members or any of them in the Action against any of the Released Parties arising from or in any way related to the collection of overdraft fees in excess of $5, the Common Issues, and/or the facts and allegations asserted in the Action.

(h) "Settlement" means the settlement described in this Settlement Agreement;

(i) "Settlement Administration Plan" means a plan setting out the terms of the administration of the Settlement in respect of funds received by Class Counsel under the Settlement for the benefit of the Action;

(j) "Settlement Amount" means:

(i) $33,985.51 CAD to be paid by GVCCU;

(ii) $457,739.14 CAD to be paid by Coastal, on behalf of Comox and Chemainus;

(iii) $227,737.94 CAD to be paid by Vantage;

(iv) $457,911.65 CAD to be paid by BlueShore;

(v) $1,059,219.77 CAD to be paid by Community;

(vi) $1,467,844.21 CAD to be paid by Vancity on behalf of Village; and

(vii) $4,274,112.88 CAD to be paid by Kootenay;

which is the maximum amount of money the Defendants will pay to effectuate the Settlement, inclusive of Class Counsel fees, interest, taxes and disbursements, any honoraria for the representative Plaintiffs, any distributed amounts to Class Members, any cy pres donations, administration expenses and notice costs.

(k) "Settlement Approval Hearing" means the date the Court is scheduled to consider the Settlement Approval Order;

(l) "Settlement Approval Order" means the order made by the Court in the Action approving the Settlement Agreement, which order shall be substantially in the form attached as Schedule "A";

III. APPROVAL PROCESS

2. Following execution of this Settlement Agreement, the Plaintiffs will apply for the Settlement Approval Order.

3. If the Settlement Approval Order is not granted, or is reversed or modified on appeal, then unless the Parties expressly agree otherwise in writing:

   (a) this Settlement Agreement and all orders made pursuant to it shall be null and void, shall have no further force and effect with respect to the Parties, and shall not be offered in evidence or used in any litigation for any purpose;

   (b) all negotiations, statements and proceedings relating to the Settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before it was executed;

   (c) all orders in existence as of the date on which this Settlement was executed shall become operative and fully effective, as if proceedings relating to this Settlement had not occurred. In such event, the Parties reserve all rights to object to or otherwise challenge all such pre-existing orders; and

   (d) the Plaintiffs and the Defendants expressly acknowledge that they will not, in any way whatsoever, use the fact or existence of this Settlement Agreement as any form of admission, whether of liability, wrongdoing, or otherwise, of the Plaintiffs or Defendants and have irrevocably so instructed their respective counsel of the same.

4. The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to, enforce, or prove the existence of, the provisions of this Settlement Agreement.

IV. TERMS OF SETTLEMENT

5. Prior to the Settlement Approval Hearing, the Defendants will transfer their respective portions of the Settlement Amount to their counsel, Fasken Martineau DuMoulin LLP, in trust with irrevocable instructions to their counsel to:

   (a) hold the Settlement Amount in a trust account pending the Settlement Approval Order in the Action;

   (b) if the Settlement is not approved in the Action, to return the Settlement Amount to the Defendants upon their request to do so; and

   (c) if the Settlement is approved in the Action, to pay the Settlement Amount to Bennett Mounteer LLP in trust within thirty (30) days after the Settlement Approval Order is made by the Court, so long as that is consistent with the Court's approval of the Settlement.

6. Upon receiving the Settlement Amount, Class Counsel will deposit those monies in its trust account (the "Settlement Fund") to be held pursuant to the terms of the Settlement Administration Plan.

7. Class Counsel will apply for an order that the Defendants will make reasonable efforts to provide Class Counsel with the available names and contact information for class members for the Credit Unions.

8. Class Counsel will also apply for an order that the information provided by the Defendants to Class Counsel, pursuant to section 7 above, shall be treated as private and confidential and stored in accordance with privacy laws and shall not be used or disclosed except in accordance with the settlement agreement and court orders.

9. The Parties acknowledge that the defendants may have incomplete member data for purpose of providing notice in accordance with this section and sections. The Defendants shall have no liability in connection with the quality, completeness and accuracy of the available credit union member data they provide to Class Counsel.

10. Class Counsel shall securely delete all class member name and contact information provided by the Defendants upon either, the termination of the Settlement of when the settlement administration comes to a conclusion.

11. The parties agree to jointly draft the following notices:

    (a) Website notices posted on each of the Defendants' respective websites, on a place of that Defendants' choosing, for a period of ninety (90) days;

    (b) A website notice posted on a settlement website maintained by Class Counsel (the "Settlement Website");

    (c) Direct messages which will be sent by each Defendant, except for GVCCU, as set out in section 15below;

    (d) Email messages which Class Counsel may send to Class Members for which it has email contact information provided by the Defendants;

    (e) Postcard notices which Class Counsel may send to Class Members for which it has postal contact information provided by the Defendants; and

    (f) Recorded telephone messages which Class Counsel may send to Class Members for which it has telephone contact information provided by the Defendants.

12. There will be no other forms of notice, except as agreed to by the parties or as ordered by the Court. If the parties cannot agree as to the form of any notice referred to in section 11, then the form of that notice shall be determined by the Court at the application to approve the Settlement Administration Plan.

13. The only members of Class Counsel's team who will respond to press inquiries will be Paul Bennett and Mark Mounteer.

14. Nothing in this Settlement Agreement shall limit the ability of Class Counsel to communicate with individual Class Members and all such communications shall

remain privileged. Moreover, nothing in this Settlement Agreement shall limit the ability of Class Counsel to provide information on the Settlement Website in addition to the notice provided for in section 11 above.

15. Upon being requested to do so by Class Counsel, and in accordance with the Settlement Administration Plan, Community, BlueShore, Coastal, Kootenay, Vantage, and Vancity will make reasonable efforts to identify the following individuals and send the following online banking direct messages:

    (a) a one-time message to all current members of Community, BlueShore, Kootenay and Vantage who were members during the Class Period;

    (b) a one-time message to all current members of Vancity who were members of Village during the Class Period;

    (c) a one-time message to all current members of Coastal who were members of Comox or Chemainus during the Class Period;

    (d) a one-time message to all current members of Community, BlueShore, Kootenay and Vantage who were members from the end of the Class Period to January 1, 2007 and did not receive a message pursuant to paragraph 14(a);

    (e) a one-time message to all current members of Vancity who were members of Village from the end of the Class Period to the merger with Vancity on July 1, 2005 and did not receive a message pursuant to section 15(b);

    (f) a one-time message to all current members of Coastal who were members of Comox or Chemainus from the end of the Class Period to their respective mergers with Coastal and did not receive a message pursuant to section 15(c).

16. GVCCU will not be required to send online banking direct messages.

17. The Defendants' monetary obligations under the Settlement are limited to those

set out in section 5 above. For greater clarification, the payment of all expenses of the Settlement, including administration expenses, taxes, and notice costs, Class Members' claims, any cy pres donations paid for the benefit of Class Members, Class Counsel's legal fees, taxes and disbursements, Plaintiffs' honoraria, and the Plaintiffs' share of mediation expense shall be paid out of the Settlement Fund and the Defendants shall have no further liability in respect of these expenses.

18. The Defendants shall have no legal or beneficial interest in the Settlement Fund.

19. Class Counsel may seek court approval of class counsel fees, disbursements and honoraria to the representative Plaintiffs either at or subsequent to the Settlement Approval Hearing. The Defendants will take no position on that approval application. Approval of the settlement will not depend on approval of fees, disbursements or honoraria.

20. Approved fees, disbursements and honoraria, and all taxes thereon, will be paid to Class Counsel from the Settlement Fund, on a pro rata basis, with the balance to be distributed to Class Members as provided for in section 24 below.

V. SETTLEMENT ADMINISTRATION PLAN

21. On or after the Settlement Approval Hearing, the Plaintiffs will apply to the Court for approval of the Settlement Administration Plan. The Settlement Administration Plan will set out:

    (a) the form and procedure by which notice of the Settlement shall be provided to the Class Members

    (b) and the procedure by which Class Members can opt-out of the Action;

    (c) the procedure by which Class Members can claim an entitlement under the Settlement; and

    (d) the procedure for the determination of eligible claims and the amount of those claims, and the subsequent payment of them.

22. The Court shall have complete discretion to either approve or amend the Settlement Administration Plan. The Settlement Administration Plan shall not form part of this Settlement Agreement and the approval of the Settlement shall not be contingent on either the approval of the Settlement Administration Plan or the presentation of the Settlement Administration Plan.

23. Class Counsel will provide the draft Settlement Administration Plan to counsel for the Defendants for review and comment, but the agreement of the Defendants to the Settlement Administration Plan is not required, except as to the notices described in section 11 of this Settlement Agreement, which in the absence of agreement shall be settled in accordance with section 12 of this Settlement Agreement. The Defendants shall have standing to make submissions regarding the approval or variation of the Settlement Administration Plan.

24. The Settlement Fund shall be disbursed in accordance with the Settlement Administration Plan or as otherwise directed by the Court.

25. Following the payment to Class Members of their entitlements under the settlement administration plan, and the payment of Class Counsel Fees, taxes and disbursements, any honoraria for the representative Plaintiffs, administration expenses and notice costs, Class Counsel will disburse any remaining amount of the net Settlement Fund for each Defendant to the following charitable institutions for each Defendant:

    (a) Coastal: United Way of Central and North Vancouver Island;

    (b) Kootenay: Kootenay Savings Community Foundation;

    (c) Village: Vancity Community Foundation;

    (d) Vantage: North Okanagan Neurological Association;

    (e) BlueShore: BC Children's Hospital;

    (f) GVCCU: Credit Union Foundation of BC and Youth Excellence Society; and

(g) Community: Community Savings Community Foundation.

26. Class counsel will provide periodic reporting to defence counsel in respect of all aspects of the settlement administration as reasonably requested.

VI. OPT-OUT RIGHTS

27. A Class Member may opt-out of the Action in accordance with the Settlement Administration Plan.

VII. RELEASES AND DISMISSALS

28. In exchange for the settlement benefits hereunder and for other valuable consideration set forth in this Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles, releases and discharges all claims, demands, actions, suits and causes of action against the Defendants and/or Released Parties whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to the Settled Claims.

29. The Parties and Class Members expressly agree that this release will be and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by this release.

30. The Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, cause of action and/or any other matters released through this Settlement.

31. In connection with the Settlement Agreement, the Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or

believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of the Plaintiffs and Class Members in executing this Settlement Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or may have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the subject matter of the Action, even if such matters and claims if known would have materially affected the Settlement, except as otherwise stated in this Settlement Agreement.

32. Without in any way limiting its scope, and except to the extent otherwise specified in this Settlement Agreement, this release covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under this Settlement upon the Class.

33. The Plaintiffs, Class Counsel and/or any other legal counsel who receives legal fees and disbursements from this Settlement acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

34. Nothing herein shall release the Defendants from their obligations as set out in the Agreement and in the Settlement Approval Order.

35. This release constitutes an essential and material term of the Settlement Agreement.

36. The Parties agree that each Class Member will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation,

investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, the Released Parties, and/or third-party any claims that relate to or constitute any Settled Claims covered by the Settlement Agreement.

37. Upon the Effective Date of Settlement, the Action shall be dismissed with prejudice and without costs as against the Defendants. Class Members shall be deemed to consent to the dismissal of the Action, with prejudice and without costs as against the Defendants.

38. The Released Parties shall have no liability whatsoever with respect to the administration of the Settlement Agreement.

VIII. NO ADMISSION OF LIABILITY

39. The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Released Parties or any of them, or of the truth of any of the claims or allegations made in the Action, or in any other pleading filed by the Plaintiff or the Defendants.

IX. GENERAL

40. Once the Settlement Agreement attains the Effective Date of Settlement, this Settlement Agreement shall be binding upon, and enure to the benefit of the Plaintiffs, the Class Members, the Defendants, the released Parties, Class Counsel and Defence Counsel.

41. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les

parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédiges en anglais.

42. Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days. Only in the case where the time for doing an act expires on a weekend or a holiday, the act may be done on the next day that is not a holiday.

43. This Settlement Agreement and its attachments shall constitute the entire agreement of the Parties and shall not be subject to any change, modification, amendment, or addition without the express written consent of counsel on behalf of all Parties to the agreement. This Settlement Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

44. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

45. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

46. The Court shall retain continuing and exclusive jurisdiction over the Parties and over the administration and enforcement of the Settlement and the benefits to the Plaintiffs and Class Members hereunder.

47. Class Counsel or Defence Counsel may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement.

48. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Settlement Agreement must be made by

application to the Court. All applications, including applications to the Court for directions, shall be on notice to the Parties.

49. Class Counsel warrants that they are fully authorized to execute this Settlement Agreement on behalf of the Plaintiffs and the Class Members and to execute and legally bind the Plaintiffs and the Class Members to this Settlement Agreement.

50. Alexandra Mitretodis warrants that she is fully authorized to execute this Settlement Agreement on behalf of the Defendants.

51. This Settlement Agreement may be executed in counterpart by the parties hereto, and a facsimile signature shall be deemed an original signature for purposes of this Settlement Agreement.

52. This Settlement Agreement shall be construed under and governed by the laws of the Province of British Columbia.

53. The Parties have negotiated and fully reviewed the terms of this Settlement Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction of this Settlement Agreement by a court of law or any other adjudicating body.

54. Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to the Defendants or to Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, by email, or letter, unless those individuals or their successors give notice to the other Parties in writing of new representatives for the Party:

As to Class Counsel:

Mark W. Mounteer
Bennett Mounteer LLP
400 – 856 Homer Street
Vancouver, BC V6B 2W5
E-mail: mm@hbmlaw.com

As to the Defendants:

Alexandra Mitretodis
Fasken Martineau DuMoulin LLP
550 Burrard St #2900
Vancouver, BC V6C 0A3
E-mail: amitretodis@fasken.com

IN WITNESS THEREOF, the Parties hereto have executed this Settlement Agreement as follows:

Date: April 10, 2023 By: _____
Mark W. Mounteer as Class Counsel
on behalf of the Plaintiffs and
Class Members

Date: April 10, 2023 By: _____
Alexandra Mitretodis
on behalf of the Defendants

SCHEDULE "A"

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, NORTH SHORE CREDIT UNION, CHEMAINUS CREDIT UNION, COMOX VALLEY CREDIT UNION, KOOTENAY SAVINGS CREDIT UNION, VANTAGE ONE 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*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

	)	THE HONOURABLE	) [DAY], THE ___
BEFORE	)	MR. JUSTICE BRUNDRETT	) DAY OF _____ 2023
	)		)

ON THE APPLICATION of the Plaintiffs, coming on for hearing at Vancouver, British Columbia, on the [DATE], and on hearing Paul R. Bennett, Mark W. Mounteer, counsel for the Plaintiffs and the Class; Alexandra Mitretodis, counsel for the Defendants.

THIS COURT ORDERS that:

1. The Settlement Agreement dated for reference February 1, 2023, attached as Schedule "A" to this Order, is approved and is incorporated by reference into this Order.

2. The Settlement Agreement is fair, reasonable and in the best interests of the Class Members.
3. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented in accordance with its terms.
4. This Order, including the Settlement Agreement, is binding upon each Class Member, as defined in the Settlement Agreement.
5. The form of notice to the Class of this Order, and of the right to opt-out, and the manner and timing for giving that notice, shall be addressed as a term of the Settlement Administration Plan to be approved by this Court, in accordance with the Settlement Agreement. No notice to the Class of the application for this Order is required.
6. The defendants will make reasonable efforts to provide Class Counsel with the available names and contact information for Class Members for Community, North Shore, Chemainus, Comox, Kootenay, Vantage, Village, and GVCCU.
7. The information provided by the Defendants to Class Counsel, pursuant to para. 5 above, shall be treated as private and confidential and stored in accordance with privacy laws and shall not be used or disclosed except in accordance with the settlement agreement and court orders.
8. This Court retains continuing exclusive jurisdiction over the parties to administer, supervise, construe and enforce this Settlement Agreement.
9. The Parties may bring applications to the Court for directions as may be required.
10. The Action will be dismissed without costs on the Effective Date.

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 Paul R. Bennett
Lawyer for the Plaintiffs

_____
Signature of Alexandra Mitretodis
Lawyer for the Defendants.

By the Court.

_____
Registrar

THIS ORDER was prepared by the law firm of Bennett Mounteer LLP, whose place of business and address for service is #400 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5. Telephone: (604) 639-3680. Fax: (604) 639-3681. Counsel Reference: Paul R. Bennett and Mark W. Mounteer

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

ORDER MADE AFTER APPLICATION

BENNETT MOUNTEER LLP
BARRISTERS AND SOLICITORS
#400 – 856 HOMER STREET
VANCOUVER, BC V6B 2W5
(604) 639-3680
Counsel Reference: Paul R. Bennett and Mark W. Mounteer