



FILED
San Francisco County Superior Court

JAN 13 2026

CLERK OF THE COURT
BY: 
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

AHMARI JOHNSON, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

MARIN COUNTY FEDERAL CREDIT
UNION, and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-607251

ORDER GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL

Before the court is an unopposed motion by plaintiff Ahmari Johnson for preliminary approval of the settlement reached with defendant Marin County Federal Credit Union. On December 18, 2025, the court issued an order requesting supplemental briefing due on December 31, 2025 and continued the hearing for preliminary approval to January 14, 2026. On December 31, 2025, the parties timely filed their supplemental briefing. On January 12, 2026, the court issued an order requesting additional supplemental briefing. On January 13, 2026, plaintiff timely filed the supplemental briefing. This matter was scheduled for hearing on January 14, 2026, at 2:30 p.m. in Department 613, the Honorable Jeffrey S. Ross presiding. The court determines that this matter can be determined without hearing. IT IS HEREBY ORDERED that the court **VACATES** the January 14, 2026, hearing, **GRANTS** the motion for preliminary approval of the Amended Class Settlement and Release Agreement ("settlement agreement") attached to this order as **Exhibit A**, a final approval hearing is **RESERVED** for **June 12, 2026, at 10:00 a.m.**, and the court otherwise **ORDERS** as follows:

1 1. Except as otherwise specified here, the court adopts and incorporates by reference the
2 terms and definitions of the settlement agreement.

3 2. The following Settlement Class is conditionally certified for settlement purposes (SA,
4 § 4.1): “*all natural persons with a loan serviced by Defendant Marin County Federal Credit Union, who*
5 *paid a fee for making a loan payment to Defendant with a debit or credit card from June 26, 2019,*
6 *through November 19, 2025.*”

7 3. The court finds that the Settlement Class meets the requirements for certification under
8 Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
9 ascertainable; (2) there are predominant common questions of law or fact; (3) Johnson’s claims are typical
10 of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other
11 methods to efficiently adjudicate this controversy.

12 4. The court has considered the *Dunk/Kullar* factors and preliminarily approves the
13 settlement because it appears to be within the range of possible final approval as a fair, adequate, and
14 reasonable settlement.

15 5. For settlement purposes only, Ahmari Johnson is appointed as class representative. The
16 court preliminarily finds he will adequately represent the Settlement Class for settlement purposes.

17 6. For settlement purposes only, Bailey & Glasser, LLP and Bibiyan Law Group, P.C. are
18 appointed as Class Counsel. The court preliminarily finds that Class Counsel will fairly and adequately
19 represent the Settlement Class for settlement purposes.

20 7. Epperly Re:Solutions is appointed as settlement administrator. Epperly Re:Solutions shall
21 carry out all of the duties and responsibilities as set forth in the settlement agreement and this order,
22 including, inter alia, the provision of notice to the Settlement Class.

23 8. The court approves the proposed form of notices—including the long-form notice, email
24 notice, and post card notice—attached to this order as **Exhibit A1** (email notice), **Exhibit A2** (postcard
25 notice), and **Exhibit A3** (long-form notice). The court finds that distribution of the approved notices in
26 accordance with the plan set forth in the settlement agreement (a) constitutes the best notice practicable
27 under the circumstances, (b) constitutes valid, due, and sufficient notice to all members of the Settlement
28 Class, and (c) complies fully with the requirements of California Code of Civil Procedure section 382 and

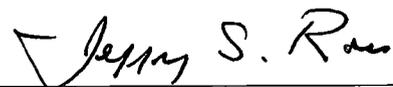
1 California Rules of Court 3.766 and 3.769.

2 9. On **June 12, 2026, at 10:00 a.m.**, in Department 613 this court will hold a final approval
3 hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and
4 adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and
5 evidence for the motion for final approval and the motion for attorney's fees, costs, and service awards
6 shall be filed no later than **May 5, 2026**, with two paper courtesy copies of all briefing and evidence
7 promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed
8 final form of judgment (in Word format) shall be delivered to the Department 613 email inbox
9 contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated
10 appearances by members of the Settlement Class, including whether an interpreter is needed. The court
11 may change the date or time of the final approval hearing without further notice to the Settlement Class.

12 10. The court sets the following administration deadlines in light of the terms of the settlement
13 agreement.

Event	Deadline
Defendant to Provide Class Data to Epperly Re:Solutions	10 days from preliminary approval. (SA, § 10.2): January 23, 2026
Epperly Re:Solutions to Distribute Notice	21 days from receipt of Class Data. (SA, § 9): February 13, 2026 (at the very latest)
Deadline for Exclusions and Objections	60 days from initial mailing of class notice (SA, §§ 3.21, 11.2, 11.5): April 14, 2026 (postmark deadline)
Filing of Motion for Final Approval and Motion for Attorney's Fees, Costs, and Service Award	May 5, 2026
Final Approval Hearing	June 12, 2026, at 10:00 a.m. in Dept. 613

27 Dated: January 13, 2026

28 

JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AHMARI JOHNSON on behalf of himself
and all others similarly situated,

Plaintiffs,

vs.

MARIN COUNTY FEDERAL CREDIT
UNION, a California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-607251
The Honorable Jeffrey S. Ross

**AMENDED CLASS SETTLEMENT
AND RELEASE AGREEMENT**

1 **1. PARTIES**

2 This Amended Class Settlement and Release Agreement (“Settlement Agreement”) is
3 made and entered into by and between (i) Plaintiff Ahmari Johnson, in his individual capacity and
4 on behalf of the Settlement Class defined below, on the one hand; and (ii) Defendant Marin
5 County Federal Credit Union, on the other. The parties to this Agreement are collectively referred
6 to as the “Parties” or individually as a “Party.” The Parties intend this Settlement Agreement to
7 fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below),
8 subject to the terms of this Settlement Agreement and final approval of the Court.

9 **2. RECITALS**

10 2.1. On June 26, 2023, Plaintiff filed his Complaint (the “Complaint”) against
11 Defendant in the Superior Court of the State of California, County of San
12 Francisco, styled *Ahmari Johnson, v. Marin County Federal Credit Union*, Case
13 No. CGC-23-607251. Plaintiff alleged that the Credit Union breached its contracts
14 with its borrowers and violated California’s Unfair Competition Law (CAL. BUS.
15 & PROF. CODE §§ 17200 *et seq.*) and Rosenthal Fair Debt Collection Practices Act
16 (CAL. CIV. CODE §§ 1788 *et seq.*), based on the alleged assessment of convenience
17 fees when borrowers made their payments to the Credit Union through certain
18 payment methods.

19 2.2. After engaging in discovery, mediation, and filing a motion for class certification,
20 the Parties negotiated their claims and resolved them through arm’s-length
21 settlement discussions amongst counsel.

22 2.3. On September 5, 2025, the Parties notified the Court that a settlement in principle
23 had been reached between the Parties and jointly moved to stay all proceedings.
24 The Court thereafter vacated all pending deadlines and proceedings and set this
25 matter for hearing on December 19, 2025. Plaintiff filed a Motion for Preliminary
26 Approval of Class Action Settlement on November 19, 2025.

1. 2.4. On December 18, 2025, the Court entered an Order Continuing Plaintiff's Motion
2 for Preliminary Approval. In the Order, the Court requested revisions to the Class
3 Settlement Agreement and Release dated November 19, 2025.
- 4 2.5. Based on the Court's guidance in its Order, the Parties negotiated this Amended
5 Class Settlement Agreement and Release (previously defined as the "Settlement
6 Agreement"). This Settlement Agreement supersedes and replaces the November
7 19, 2025 Class Settlement Agreement and Release between the Parties. The
8 November 19, 2025 Class Settlement Agreement and Release no longer has any
9 force or effect.
- 10 2.6. The Credit Union denies all allegations and claims against it in the Action, all
11 wrongdoing and/or liability, that the putative class is certifiable in a contested
12 motion for class certification, and that Plaintiff and the putative class members are
13 entitled to relief pursuant to claims in the Complaint. Neither the facts nor the
14 terms of this Settlement Agreement shall be used, offered, or received in evidence
15 in any action or proceeding except to enforce this Settlement Agreement.
- 16 2.7. Notwithstanding the above, without admitting or conceding any wrongdoing or
17 liability, and solely to avoid the burden, expense, and uncertainty of further
18 litigation, the Parties desire to compromise and settle the Action and have reached
19 this Settlement Agreement to resolve the disputes between them, pending Court
20 approval.
- 21 2.8. Plaintiff's motion for preliminary approval of this settlement will include a request
22 for the Court to provisionally certify the Settlement Class, comporting with the
23 definition agreed upon by the Parties and mirroring the definition in Section 4.1
24 below. This Settlement Agreement is expressly conditioned upon and subject to
25 preliminary and final approval by the Court, as set forth herein. Absent such
26 approvals, this Settlement Agreement and the underlying Settlement shall be void
27 and inadmissible in future proceedings, and the Parties shall return to their *status*
28 *quo ante*.

1 2.9. The Credit Union has agreed to create a total Settlement Fund of \$80,000.00,
2 which shall be used to pay the Settlement Class Members, Attorney's Fees and
3 Expenses, Incentive Awards, and Administrative Costs, as defined below. The
4 Credit Union is not required to pay any amount above \$80,000.00 in connection
5 with the settlement.

6 2.10. In consideration of the agreements, promises, and covenants in this Settlement
7 Agreement, and subject to the terms herein and the approval of the Court, the
8 Action shall be fully and finally settled and dismissed with prejudice on a class-
9 wide basis.

10 3. **DEFINITIONS**

11 As used herein, the following terms have the meanings set forth below.

12 3.1. "Action" means the civil action styled *Ahmari Johnson, v. Marin County Federal*
13 *Credit Union*, Case No. CGC-23-607251, pending in the Superior Court of
14 California for the County of San Francisco.

15 3.2. "Administrative Costs" means all reasonable and authorized costs and expenses of
16 disseminating and publishing the Class Notice in accordance with the Preliminary
17 Approval Order, and all reasonable and authorized costs and expenses incurred by
18 the Settlement Administrator in administering the settlement, including but not
19 limited to costs and expenses associated with processing claims, assisting
20 Settlement Class Members, escrowing funds, and issuing and mailing Settlement
21 Payments. Administrative Costs are capped at \$7,610.02.

22 3.3. "Attorney's Fees and Expenses" means such funds as may be awarded to Class
23 Counsel by the Court to compensate them (and all other attorneys for Plaintiff or
24 the Settlement Class) for their fees and all expenses incurred by Plaintiff or Class
25 Counsel in connection with the Action.

26 3.4. "Class List" means the list of loan accounts identified by the Credit Union as
27 belonging to the Settlement Class Members, along with the account holders'
28 names, last-known mailing addresses, email addresses, and telephone numbers, to

1 the extent each item of information is reasonably available in the Credit Union's
2 records.

3 3.5. "Class Counsel" means the law firms of Bailey & Glasser, LLP and Bibiyan Law
4 Group, P.C.

5 3.6. "Class Notice" means the notice of this proposed Settlement Agreement, described
6 in Section 9 of this Settlement Agreement, to be provided to potential Settlement
7 Class Members, which will notify potential Settlement Class Members about,
8 among other things, their rights to opt-out or object to the settlement, the
9 preliminary approval of the Settlement, and the scheduling of the Final Approval
10 Hearing.

11 3.7. "Class Period" means the period from June 26, 2019, through November 19, 2025,
12 the day that plaintiff filed his motion for preliminary approval.

13 3.8. "Court" means the Superior Court of California for the County of San Francisco.

14 3.9. "Cy Pres Recipient" shall have the meaning set forth in Section 5.5.

15 3.10. "Defendant" or the "Credit Union" means Defendant Marin County Federal Credit
16 Union.

17 3.11. "Effective Date" means the later of the following: (1) sixty-one days after the entry
18 of the Final Approval Order (or the following business day if sixty-one days is not
19 a business day) if no one has filed an appeal or moved for an extension of the
20 appeal deadline; or (2) if there is any appellate activity, the day the appeal has been
21 exhausted in such a manner as to affirm the Final Approval Order, and no further
22 appeals are possible, including review by the United States Supreme Court.

23 3.12. "Email Notice" means the notice to be emailed to Settlement Class members by
24 the Settlement Administrator, substantially in the form of **Exhibit A1**, provided
25 that the Preliminary Approval Order prescribes Class Notice by email.

26 3.13. "Fee(s)" means the separate convenience fees assessed to the Settlement Class
27 Members when making payments on a loan account with the Credit Union during
28 the Class Period.

- 1 3.14. “Final Approval Hearing” means the hearing at which the Court shall (1)
2 determine whether to grant final approval to this settlement; (2) consider any
3 timely objections to this settlement and all responses thereto; and (3) consider
4 requests for an Incentive Award to the Plaintiff, and any opposition thereto, and
5 for an award of Attorneys’ Fees and Expenses.
- 6 3.15. “Final Approval Order” means the order approving the settlement, certifying the
7 Settlement Class as final, and dismissing the Action with prejudice. The Parties
8 have agreed on a proposed Final Approval Order, attached as **Exhibit C**.
- 9 3.16. “Funding Date” means twenty-one business days after the Effective Date,
10 assuming the Court grants Final Approval.
- 11 3.17. “Class Notice” means the Court-approved Email and Postcard Notices
12 disseminated to individuals on the Class List. Postcard Notices shall only be
13 provided to those individuals without valid email addresses on the Class List.
- 14 3.18. “Long-Form Notice” means the notice to be posted on the Settlement Website and
15 mailed to Settlement Class Members upon request that discloses the terms of the
16 Settlement Agreement, substantially in the form of **Exhibit A3**.
- 17 3.19. “Net Settlement Fund” means the amount of the Settlement Fund available for
18 distribution to Settlement Class Members after payment of Administrative Costs,
19 any Court-approved Attorney’s Fees and Expenses, and Incentive Award.
- 20 3.20. “Notice Plan” means the program of notice via email and postcard described in
21 Section 9 of this Agreement to be provided to potential Settlement Class Members,
22 which will notify potential Settlement Class Members about, among other things,
23 their rights to opt-out or object to the settlement, the preliminary approval of the
24 settlement, and the scheduling of the Final Approval Hearing. It includes the Email
25 Notice, the Postcard Notice, and the Long-Form Notice.
- 26 3.21. “Objection and Opt-Out Deadline” means the deadline by which potential
27 Settlement Class Members must submit an objection or opt-out under the
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1 Settlement Agreement, should they choose to do either, which is no later than sixty
2 days from the date that Class Notice is issued.

3 3.22. "Plaintiff" means the putative class representative Ahmari Johnson.

4 3.23. "Postcard Notice" means the notice to be mailed by the Settlement Administrator
5 to Settlement Class Members who do not have valid email addresses on the Class
6 List, substantially in the form of **Exhibit A2**.

7 3.24. "Preliminary Approval Order" means the order entered by the Court preliminarily
8 approving the settlement, provisionally certifying the Settlement Class, and
9 approving the Class Notice to Settlement Class Members. The Parties have agreed
10 on a proposed Preliminary Approval Order, attached as **Exhibit B**.

11 3.25. "Released Claim" or "Released Claims" shall have the meaning set forth in
12 Section 17.4 below.

13 3.26. "Settlement Administrator" means Epperly Re:Solutions, as stated in Section 7.1.

14 3.27. "Settlement Class" means the class of persons that will be certified by the Court
15 for settlement purposes only. The full definition is set forth in Section 4.1.

16 3.28. "Settlement Class Member" means any person who falls within the definition of
17 the Settlement Class set forth in Section 4.1 below and who has not successfully
18 opted out of the Settlement Class.

19 3.29. "Settlement Fund" means the total aggregate common fund that the Credit Union
20 will be obligated to pay by operation of this Settlement Agreement if it receives
21 final approval from the Court and the Final Approval Order becomes final. The
22 Settlement Fund equals \$80,000 and will be used to pay the Settlement Class
23 Members, Attorney's Fees and Expenses, Incentive Award, and Administrative
24 Costs. The Settlement Fund is the Credit Union's maximum and exclusive
25 payment obligation under this Settlement Agreement to settle the Action in full.
26 The Settlement Fund is a non-reversionary fund, with all portions of the fund used
27 to pay the Settlement Class Members, Attorney's Fees and Expenses, Incentive
28 Awards, and Administrative Costs. Any excess funds after payment of the above

1 will be made payable to a *Cy Pres* Recipient, as set forth in Section 5.5. No part
2 of the Settlement Fund will revert to the Credit Union.

3 3.30. "Settlement Payment(s)" means the payment(s) to be made from the Settlement
4 Fund to Settlement Class Members.

5 3.31. "Settlement Website" means an internet website to be established and maintained
6 by the Settlement Administrator that will contain the Settlement Agreement, Long-
7 Form Notice, the Preliminary Approval Order and Final Approval Order,
8 following entry by the Court, and such other information agreed to by the Parties.

9 **4. PROVISIONAL CERTIFICATION OF SETTLEMENT CLASS**

10 4.1. The Settlement Class is defined as all natural persons with a loan serviced by
11 Defendant Marin County Federal Credit Union, who paid a fee for making a loan
12 payment to Defendant with a debit or credit card from June 26, 2019, through
13 November 19, 2025, the day that plaintiff filed his motion for preliminary
14 approval, except those persons who entered separate agreements with the Credit
15 Union to settle their claims. At present, the Credit Union's records reflect that the
16 Settlement Class consists of approximately 183 loan accounts.

17 4.2. Solely for the purpose of effectuating the Settlement Agreement and subject to
18 Court approval, Plaintiff will request that the Court enter the Preliminary Approval
19 Order in accordance with the terms of this Settlement Agreement, which requests
20 that: (1) a Settlement Class be certified in accordance with the definition of the
21 Settlement Class set forth in the preceding paragraph; (2) Plaintiff shall represent
22 the Settlement Class for settlement purposes; and (3) Class Counsel shall represent
23 the Settlement Class for settlement purposes.

24 4.3. The terms, effectiveness and validity of this Settlement Agreement are subject to
25 the entry of a Preliminary Approval Order granting a motion for preliminary
26 approval of class settlement ("Preliminary Approval Motion"), and the entry of a
27 Final Approval Order granting a Motion for Final Approval of Class Settlement
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1 (“Final Approval Motion”). The Settlement Agreement becomes effective as of
2 the Effective Date as defined in Section 3.11 of this Agreement.

3 **5. SETTLEMENT FUND**

4 5.1. As set forth in Section 2.9, the Credit Union will pay the Settlement Fund of
5 \$80,000.00 in full settlement of all claims that were asserted or could have been
6 asserted in the Action.

7 5.2. The Settlement Fund is an “all-in” payment. In no event shall the Credit Union be
8 liable for any amount greater than the Settlement Fund.

9 5.3. The Credit Union shall pay the Settlement Fund, as set forth in Section 6.2 of this
10 Settlement Agreement, to the Settlement Administrator no later than the Funding
11 Date. Under no circumstances will any portion of the Settlement Fund revert to
12 the Credit Union.

13 5.4. The Court shall retain continuing jurisdiction over the Settlement Fund sufficient
14 to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator
15 shall have the Settlement Fund treated as a “qualified settlement fund” as defined
16 in 26 C.F.R. § 1.468B-1. The Settlement Administrator shall cause any taxes
17 imposed on the earnings of the Settlement Fund to be paid out of such earnings
18 and shall comply with all tax reporting and withholding requirements imposed on
19 the Settlement Fund under applicable tax laws. The Settlement Administrator shall
20 be the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-
21 2(k)(3).

22 5.5. Should the Settlement Agreement be approved and any monies remain in the
23 Settlement Fund after disbursement of funds in accordance with the terms of this
24 Settlement Agreement, the remaining principal funds shall not revert to the Credit
25 Union. Any such remaining funds shall be donated as a *cy pres* award to the *Cy*
26 *Pres* Recipient. The Parties agree that the *Cy Pres* Recipient should be the Center
27 for Consumer Law & Economic Justice at UC Berkeley Law School, a research,
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1 advocacy, policy, and teaching organization focused on consumer protection (“Cy
2 *Pres* Recipient”), subject to Court approval in the Final Approval Order.

3 **6. DISTRIBUTION OF SETTLEMENT FUND**

4 6.1. The Net Settlement Fund shall be distributed to Settlement Class Members in the
5 following manner: first, Settlement Class Members will receive a full refund of
6 the amount of Fees they paid on their loans with the Credit Union; the remainder
7 of the fund shall then be disseminated to Settlement Class Members per capita on
8 a per account basis.

9 6.2. Settlement Payments shall be made on a per-account basis. Co-borrowers shall
10 receive a single, shared Settlement Payment. Settlement Class Members who
11 receive a Settlement Payment shall be solely responsible for allocating or
12 distributing such payment between or among all co-borrowers. For borrowers with
13 two or more loan accounts, one Settlement Payment shall be made per loan
14 account, subject to the same conditions herein. No interest shall be included as an
15 element of, or be payable or paid on, any Settlement Payment.

16 6.3. The Settlement Administrator shall mail Settlement Payments to Settlement Class
17 Members via check to their last-known mailing address on file with the Credit
18 Union as provided on the Class List. These checks shall be negotiable for 180 days.

19 6.4. As payment for Attorney’s Fees and Expenses, Class Counsel shall apply to the
20 Court for a distribution of no more than one-third of the Settlement Fund, plus
21 litigation expenses, which sum (one-third of the Settlement Fund plus expenses)
22 shall include all Attorney’s Fees and Expenses incurred by Plaintiff. Class Counsel
23 shall be paid their Attorney’s Fees and Expenses out of the Settlement Fund within
24 seven days of the Funding Date.

25 6.5. Plaintiff will receive an award (“Incentive Award”) of no more than \$10,000,
26 subject to approval by the Court, in addition to their Settlement Payment.
27 Plaintiff’s Incentive Award shall be paid out of the Settlement Fund within seven
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1 days of the Funding Date. Defendant reserves the right to oppose the amount of
2 the requested Incentive Award.

3 6.6. Subject to the terms and conditions of this Settlement Agreement, the Settlement
4 Administrator shall make disbursements from the Settlement Fund in the
5 following order:

- 6 a. Pay any taxes and tax-related expenses;
- 7 b. Pay to Plaintiff any approved Incentive Award;
- 8 c. Pay to Class Counsel any approved Attorney's Fees and Expenses;
- 9 d. Pay Settlement Payments to all Authorized Claimants, including a possible
10 secondary distribution; and
- 11 e. Pay any remaining amounts in the Settlement Fund to the *Cy Pres*
12 Recipient.

13 **7. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS**

14 7.1. With the Preliminary Approval Motion, the Parties will propose that the Court
15 appoint the Settlement Administrator. The proposed Settlement Administrator is
16 Epperly Re:Solutions.

17 7.2. The Settlement Administrator shall administer the Settlement Agreement in a cost-
18 effective and timely manner. Without limiting any of its other obligations as stated
19 herein, the Settlement Administrator shall be responsible for disseminating the
20 Class Notice, creating the Settlement Website, administration and disbursement of
21 the Settlement Fund, and providing all other related support, reporting, and
22 administration as further stated in this Settlement Agreement.

23 7.3. All Administrative Costs, including all costs and expenses related to Class Notice,
24 distribution of settlement proceeds, and reasonable measures to locate potential
25 Settlement Class Members, will be paid from the Settlement Fund. Administrative
26 Costs are capped at \$7,610.02.

1 **8. PRELIMINARY APPROVAL MOTION**

2 8.1. Class Counsel and Plaintiff filed with the Court the Preliminary Approval Motion.

3 The Preliminary Approval Motion requests that the Court, for settlement purposes
4 only:

- 5 a. Find that Plaintiff and Class Counsel fairly and adequately represent the
6 interests of the Settlement Class;
- 7 b. Find preliminarily that the Settlement Agreement is fair, reasonable, and
8 adequate to the Settlement Class; preliminarily certify, for settlement
9 purposes only, the Settlement Class; and find that the Class Notice and
10 Notice Plan comply with constitutional and statutory requirements and
11 constitute the best notice practicable under the circumstances;
- 12 c. Schedule a Final Approval Hearing for at least 100 days after the filing of
13 the Preliminary Approval Motion; and
- 14 d. Enter the Preliminary Approval Order.

15 **9. CLASS NOTICE**

16 9.1. If the Court grants the Preliminary Approval Motion, the Settlement Administrator
17 will, within thirty-one days of entry of the Preliminary Approval Order, cause the
18 Class Notice to be disseminated. The Settlement Administrator shall send the
19 Email Notice to each potential Settlement Class Member at their last known email
20 address (if provided on the Class List) or, if there is no email address in the Class
21 List, to the last-known mailing address. If the mailed Class Notice is returned as
22 undeliverable with a forwarding address, the Settlement Administrator shall re-
23 mail the returned mail to the forwarding address. If the Class Notice is returned as
24 undeliverable without a forwarding address—either because the email is rejected,
25 or the mailed notice comes back undeliverable without a forwarding address—the
26 Settlement Administrator shall perform a National Change of Address Registry
27 and LexisNexis/Death Records Search to locate a valid mailing address. If the
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1 Settlement Administrator locates a valid mailing address, it shall re-mail the Class
2 Notice to that address.

3 9.2. The Class Notice shall apprise the potential Settlement Class Members of their
4 rights to opt out of the Settlement Class or object to the Settlement Agreement.
5 The Class Notice shall also inform potential Settlement Class Members that any
6 objections or opt outs must be sent no later than sixty days from the date that Class
7 Notice is issued, and any failure to object or opt out in accordance with applicable
8 deadlines for opt-outs and objections constitutes a knowing and voluntary waiver
9 of any right to opt out of the Settlement Class, object to the settlement, or bring
10 Released Claims against the Credit Union.

11 9.3. This Agreement does not impose on any Party or the Settlement Administrator an
12 obligation to make extraordinary efforts to locate a potential Settlement Class
13 Member.

14 **10. CLASS LIST AND SETTLEMENT PAYMENT INFORMATION**

15 10.1. The Credit Union shall provide the Settlement Administrator and Class Counsel
16 with a Class List including: loan accounts and names of putative Settlement Class
17 Members, as well as the total amount of Fees paid on each of those loans, and their
18 contact information, including mailing addresses, email addresses, and phone
19 numbers, if available, to facilitate the Settlement Administrator's distribution of
20 Class Notice and transmission of Settlement Payments to Settlement Class
21 Members.

22 10.2. The Credit Union will provide the Class List to the Settlement Administrator and
23 Class Counsel within ten days of the Court's entry of the Preliminary Approval
24 Order. The Settlement Administrator will agree to be bound by the Stipulated
25 Protective Order filed May 20, 2025, will sign Exhibit A thereto, and will treat the
26 class member information as Confidential thereunder.
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1 10.3. The Settlement Administrator shall send to the Credit Union and Class Counsel
2 the projected amount of the Settlement Payments to each Settlement Class
3 Member prior to sending Settlement Payments to Settlement Class Members.

4 **11. OPT OUTS AND OBJECTIONS**

5 11.1. An individual who wishes to be excluded from the Settlement Class must do so in
6 writing. To opt out, the individual must comply with the procedures and deadlines
7 in this Agreement and any Court order entered in this case.

8 11.2. In order to opt out, the member of the Settlement Class must complete and send to
9 the Settlement Administrator, at the address listed in the Class Notice, a request to
10 opt-out that is postmarked no later than the Opt-Out Deadline, as specified in the
11 Class Notice. The request to opt-out must: (a) identify the case name; (b) identify
12 the name and address of the person requesting exclusion; (c) be personally signed
13 by the person requesting exclusion; and (d) contain a statement that indicates a
14 desire to be excluded from the Settlement Class, such as "I hereby request that I
15 be excluded from the proposed Settlement Class in the Action." Mass or class opt
16 outs shall be void. A request to opt-out by a borrower or co-borrower on an account
17 on the Class List shall be deemed to be a request to opt-out by all borrowers on the
18 account.

19 11.3. Any member of the Settlement Class who properly opts out of the Settlement Class
20 shall not: (a) be bound by any orders or judgments relating to the Settlement; (b)
21 be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by
22 virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

23 11.4. Notwithstanding the foregoing, a member of the Settlement Class shall have the
24 right to revoke a properly and timely submitted request for exclusion if a notice of
25 the member's election to revoke his or her exclusion is sent to the Settlement
26 Administrator, postmarked on or before the Opt-Out Deadline.

- 1 11.5. Any member of the Settlement Class may object to the Settlement. To object, the
2 member must comply with the procedures and deadlines in this Agreement and
3 any Court order entered in this case.
- 4 11.6. Any member of the Settlement Class who wishes to object to the Settlement may
5 do so by appearing in person or by counsel at the Final Approval Hearing, or they
6 may do so in writing. The written objection must be mailed to the Settlement
7 Administrator, at the address listed in the Class Notice, no later than the Objection
8 Deadline.
- 9 11.7. The requirements to assert a valid written objection shall be set forth in the Class
10 Notice, and, to be valid, the written objection must include: (a) the case name and
11 number; (b) the name, address, telephone number of the individual objecting and,
12 if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a
13 statement of whether he/she intends to appear at the Final Approval Hearing, either
14 with or without counsel.
- 15 11.8. Notwithstanding the foregoing, a member of the Settlement Class may appear, in
16 person or by counsel, at the Final Approval Hearing to object without any prior
17 notice. The Court shall have the ultimate determination of whether an Objection
18 has been appropriately made.
- 19 11.9. Any Settlement Class Member who does not make his or her objection in the
20 manner provided in this Section shall be deemed to have waived such objection
21 and shall be foreclosed from making any objection to the fairness, reasonableness,
22 or adequacy of the proposed Settlement as incorporated in the Agreement, and to
23 the award of Attorneys' Fees and Expenses to Class Counsel and the payment of
24 an Incentive Payment to the Class Representatives, unless otherwise ordered by
25 the Court.
- 26 11.10. Within seven days of the Objection and Opt-Out Deadline, the Settlement
27 Administrator shall provide a final list to Class Counsel and the Credit Union's
28 counsel of any persons who have objected to or opted out of the Settlement Class,

1 and shall serve the Credit Union's counsel and Class Counsel with copies of all
2 notices of opt-out and objections and supporting documentation.

3 **12. FINAL APPROVAL MOTION**

4 Prior to the Final Approval Hearing, Plaintiff will file a Final Approval Motion. The Final
5 Approval Motion will request that the Court approve the settlement and enter the Final Approval
6 Order that will, among other things:

7 12.1 Adjudge and approve in all respects the settlement of the Action on the terms
8 described in this Settlement Agreement and approve the terms of this Settlement
9 Agreement as fair, reasonable, and adequate and in the best interests of the
10 Settlement Class as a whole in accordance with the Federal Rules of Civil
11 Procedure;

12 12.2 Dismiss on the merits and with prejudice all class and individual claims in the
13 Action and find that Plaintiff and the Settlement Class Members have released all
14 Released Claims as set forth in Section 17;

15 12.3 Include all relief to be provided as part of this Settlement Agreement; and

16 12.4 Retain jurisdiction of all matters relating to the interpretation and enforcement of
17 this Settlement Agreement.

18 **13. EFFECT OF DISAPPROVAL/DENIAL OF SETTLEMENT**

19 If the Court disapproves this Settlement Agreement or any part thereof or declines to enter
20 a Final Approval Order on the terms described in this Settlement Agreement, then this Settlement
21 Agreement, including all releases within the Settlement Agreement, shall be void and the Action
22 shall proceed as though no settlement had been negotiated or achieved, unless the Parties agree
23 otherwise or jointly appeal the order disapproving this Settlement Agreement.

24 **14. REVERSAL, VACATION, OR MODIFICATION OF SETTLEMENT**
25 **AGREEMENT BY APPELLATE COURT**

26 If a court of appeals or other reviewing court sets aside, reverses, vacates, or modifies the
27 Final Approval Order as described in this Settlement Agreement in any material way, then this
28 Settlement Agreement, including all releases contained within the Settlement Agreement, shall

1 become null and void and the action shall proceed as though no settlement had been negotiated
2 or achieved unless the Parties otherwise agree.

3 **15. PAYMENT OF SETTLEMENT FUND**

4 Within sixty days of the Funding Date, the Settlement Administrator shall distribute the
5 Net Settlement Fund to Settlement Class Members, as provided in Section 6 of this Agreement.
6 The Settlement Administrator shall mail Settlement Payments to Settlement Class Members via
7 check to their last-known mailing address on file with the Credit Union.

8 **16. FINAL AND BINDING AGREEMENT**

9 The Parties acknowledge that this Settlement Agreement is a full and final accord and
10 satisfaction and shall be binding upon and inure to the benefit of the Credit Union, Plaintiff, the
11 Settlement Class Members, Class Counsel, and each of their respective trustees, heirs, executors,
12 administrators, beneficiaries, representatives, agents, successors, and assigns.

13 **17. RELEASE**

14 On the Effective Date, Plaintiff, Settlement Class Members and Class Counsel will release
15 claims against all Released Parties as follows:

16 17.1. For purposes of this Settlement Agreement, "Released Parties" means Marin
17 County Federal Credit Union and each of its former and present affiliates, assigns,
18 owners, members, shareholders, insurers, directors, officers, attorneys,
19 predecessors, and successors in interest.

20 17.2. Plaintiff's Release. Plaintiff and his respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns
22 generally, release and discharge Released Parties from all claims that were, or
23 reasonably could have been, alleged based on the facts contained in the Complaint
24 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions
25 to enforce this Agreement or to any claims based on occurrences outside the Class
26 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
27 from, or in addition to, the facts or law that Plaintiff now knows or believes to be
28 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective

1 in all respects, notwithstanding such different or additional facts or Plaintiff's
2 discovery of them.

3 17.3. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
4 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
5 rights, and benefits, if any, of section 1542 of the California Civil Code, which
6 reads: *A general release does not extend to claims that the creditor or releasing*
7 *party does not know or suspect to exist in his or her favor at the time of executing*
8 *the release, and that if known by him or her would have materially affected his or*
9 *her settlement with the debtor or Released Party.*

10 17.4. Release by Settlement Class Members: All Settlement Class Members, on behalf
11 of themselves and their respective former and present representatives, agents,
12 attorneys, heirs, administrators, successors and assigns, release Released Parties
13 from all claims that were alleged, or reasonably could have been alleged, based on
14 the Class Period facts stated in the Complaint including claims for breach of
15 contract, under California's Unfair Competition Law, and/or under the Rosenthal
16 Act, for assessment and/or collection of card transaction Fees (also known as pay-
17 to-pay or convenience fees) for making loan payments to the Credit Union with a
18 debit or credit card. Participating Class Members do not release any other claims
19 or claims based on facts occurring outside the Class Period ("Released Claims").

20 17.5. The final judgment in the Action shall dismiss the Action with prejudice as to the
21 Credit Union and shall incorporate the terms of this release.

22 **18. TERMINATION**

23 18.1. The Credit Union's willingness to settle this Action on a class-wide basis and agree
24 to the accompanying preliminary certification of the Settlement Class is dependent
25 upon achieving finality in this Action and the desire to avoid the expense of this
26 and other litigation. Consequently, the Credit Union may, in its sole discretion,
27 terminate this Settlement Agreement, declare it void, and have no further
28

1 obligations under this Settlement Agreement to Plaintiff or to members of the
2 Settlement Class if any of the following conditions subsequent occurs:

- 3 a. The Parties fail to obtain and maintain preliminary approval consistent
4 with the provisions of this Settlement Agreement;
- 5 b. More than 15 putative Settlement Class Members opt out of the proposed
6 Settlement Class;
- 7 c. The Court fails to enter a Final Approval Order consistent with the
8 provisions of this Settlement Agreement;
- 9 d. The settlement, or the Final Approval Order, is not upheld on appeal,
10 including review by the United States Supreme Court;
- 11 e. Plaintiff or Class Counsel commit a material breach of the Settlement
12 Agreement before entry of the Final Approval Order; or
- 13 f. The Effective Date does not occur for any reason, including but not limited
14 to the entry of an order by any court that would require either material
15 modification or termination of the Settlement Agreement.

16 18.2. The failure of the Court or any appellate court to approve in full Plaintiff's request
17 for the Incentive Award or Class Counsel's request for Attorney's Fees and
18 Expenses shall not be grounds for Plaintiff, the Settlement Class, or Class Counsel
19 to cancel or terminate this Settlement Agreement.

20 18.3. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is
21 otherwise terminated for any reason, then the Settlement Class shall not be
22 certified; the Settlement Agreement and all negotiations, proceedings, and
23 documents prepared, and statements made in connection therewith, shall be
24 without prejudice to any Party and shall not be deemed or construed to be an
25 admission or confession by any Party of any fact, matter, or proposition of law;
26 and all Parties shall stand in the same procedural position as if the Settlement
27 Agreement had not been negotiated, made, or filed with the Court.
28

1 **19. NO ADMISSION OF LIABILITY OR CERTIFICATION OF CLASS**

2 19.1. Neither this Settlement Agreement, nor the fact of settlement, nor the payment of
3 the Settlement Fund, may be construed as or used as an admission on the part of
4 the Credit Union of any fault, wrongdoing, or liability or that any class asserted by
5 Plaintiff merits certification. The Credit Union expressly denies any wrongdoing
6 and the truth or validity of any claim against it or the propriety of certification of
7 any class on the merits.

8 19.2. Neither this Settlement Agreement, nor any drafts of the agreement, nor any
9 documents leading to or relating to the Settlement Agreement, including any
10 proposed order, Preliminary Approval Motion, Final Approval Motion, or
11 memoranda in support thereof, constitutes an admission of liability or of any fact
12 by the Plaintiff or the Credit Union.

13 19.3. Neither this Settlement Agreement, nor any drafts of the agreement, nor any
14 documents leading to or relating to the Settlement Agreement, including any
15 proposed order, Preliminary Approval Motion, Final Approval Motion, or
16 memoranda in support thereof will be offered as or received against the Credit
17 Union as evidence of, or construed as or deemed to be evidence of any admission
18 or concession of any liability, negligence, fault or wrongdoing, or referred to as
19 against any of the Parties to this Agreement in any other civil, criminal, or
20 administrative action or proceeding, other than as necessary to effectuate the
21 provisions of this Settlement Agreement, provided, however, that if this Settlement
22 Agreement is approved by the Court, the Credit Union may rely upon or use this
23 Settlement Agreement as necessary to effectuate the liability protection granted
24 the Credit Union hereunder.

25 19.4. Neither this Settlement Agreement, nor any drafts of the agreement, nor any
26 documents leading to or relating to the Settlement Agreement, including any
27 proposed order, Preliminary Approval Motion, Final Approval Motion, or
28 memoranda in support thereof, will be offered or received as an admission or

1 concession that the consideration to be given to Settlement Class Members
2 hereunder represents the amount which could be or would have been recovered by
3 any such persons after trial.

4 **20. NON-ADMISSIBILITY OF SETTLEMENT NEGOTIATIONS**

5 The settlement negotiations resulting in this Settlement Agreement have been undertaken
6 by Plaintiff and the Credit Union and their respective counsel in good faith and for settlement
7 purposes only pursuant to California Evidence Code §§ 1152 and 1154, and no evidence of
8 negotiations or discussions underlying this Settlement Agreement shall be offered or received in
9 evidence in any action or proceeding.

10 **21. NO ORAL MODIFICATION**

11 This Settlement Agreement shall not be altered, amended, or modified by oral
12 representation made before or after the execution of this Settlement Agreement. No amendment,
13 modification, waiver, termination, or discharge of any provision of this Settlement Agreement
14 shall be effective unless it is in a written agreement duly executed by the Parties.

15 **22. COMPLETE AGREEMENT**

16 This Settlement Agreement constitutes a single, integrated, written contract expressing
17 the entire understanding and agreement between the Parties, and its terms are contractual and not
18 merely recitals. This Settlement Agreement supersedes all prior negotiations. No other agreement,
19 written or oral, expressed or implied, exists between the Parties with respect to the subject matter
20 of this Settlement Agreement, and the Parties declare and represent that no promise, inducement,
21 or other agreement not expressly contained in this Settlement Agreement has been made
22 conferring any benefit upon them.

23 **23. COMPETENCY; INDEPENDENT COUNSEL**

24 Each Party represents and warrants that it is competent to enter into the Settlement
25 Agreement and in doing so is acting upon its independent judgment and the advice of its counsel
26 and not in reliance upon any warranty or representation, express or implied, by any other Party,
27 other than the terms set forth in or contemplated by this Settlement Agreement.
28

1 **24. CONSTRUCTION OF AGREEMENT**

2 The language and terms of this Settlement Agreement shall be construed as a whole,
3 according to fair and ordinary meaning, as if both Parties jointly prepared it, and shall not be
4 strictly construed for or against any Party to this Settlement Agreement.

5 **25. CONTINUING JURISDICTION**

6 The Superior Court of California for the County of San Francisco will have continuing
7 jurisdiction over the Action to implement the Settlement Agreement until the Action and all
8 related matters are fully resolved, and enforce the Settlement Agreement and the Final Approval
9 Order thereafter. Any dispute regarding the Parties' obligations pursuant to this Settlement
10 Agreement or interpretation of this Settlement Agreement or the Final Approval Order will be
11 resolved by the Court.

12 **26. CHOICE OF LAW**

13 This Settlement Agreement will be governed by state law and the internal laws of the State
14 of California without regard to its choice of law principles.

15 **27. CHOICE OF FORUM**

16 The Parties consent to jurisdiction and venue in the Superior Court of California for the
17 County of San Francisco for any dispute arising out of this Settlement Agreement.

18 **28. ADDITIONAL ACTS TO EFFECTUATE THE AGREEMENT**

19 The Parties shall execute all documents and perform all acts necessary and proper to
20 effectuate the terms of this Settlement Agreement and obtain the benefits thereof.

21 **29. WAIVER**

22 The provisions of this Settlement Agreement may be waived only by an instrument in
23 writing executed by the waiving Party. The waiver by any Party of any breach of this Settlement
24 Agreement shall not be construed as a waiver of any other breach, whether prior, subsequent, or
25 contemporaneous, of this Settlement Agreement.

26 **30. PRESERVATION OF PRIVILEGE**

27 Nothing in this Settlement Agreement or any Order of this Court, and no act required to
28 be performed pursuant to this Settlement Agreement or any Order of this Court, is intended as

1 waiver, in whole or in part, of any attorney-client privilege, work product protection, or common-
2 interest or joint-defense privilege, and each Party agrees not to make any assertion to the contrary.

3 **31. AUTHORITY OF CLASS COUNSEL**

4 Class Counsel unconditionally warrant and represent that they are authorized by Plaintiff,
5 for whom they are attorneys of record, and the attorneys of record for the Credit Union warrant
6 and represent that they are authorized by the Credit Union, to take all appropriate action required
7 or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its
8 terms and execute any other documents required to effectuate the terms of this Settlement
9 Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts
10 to effect the implementation of the Settlement.

11 **32. TAX CONSEQUENCES**

12 32.1 This Settlement Agreement is enforceable regardless of its tax consequences. The
13 Parties understand and agree that the payments set forth in this Settlement
14 Agreement reflect the settlement of disputed legal claims and that the Credit Union
15 makes no representations regarding the Settlement Agreement's tax consequences
16 and has no liability for any tax consequences.

17 32.2 No opinion concerning the tax consequences of the Settlement Agreement to
18 individual Settlement Class Members is being given or will be given by the Parties
19 or their counsel, nor is any representation or warranty in this regard made by virtue
20 of this Settlement Agreement. Settlement Class Members must consult their own
21 tax advisors regarding the tax consequences of the Settlement Agreement,
22 including any payments provided hereunder and any tax reporting obligations they
23 may have with respect thereto.

24 32.3 Each Settlement Class Member's tax obligations, and the determination thereof,
25 are the sole responsibility of the Settlement Class Member, and it is understood
26 that the tax consequences may vary depending on the circumstances of each
27 Settlement Class Member.
28

1 32.4 Each Settlement Class Member specifically agrees that he or she is solely
2 responsible for any taxes, interest, and penalties due and owing should the
3 Settlement Payments or any portion thereof be taxable.

4 32.5 The Credit Union will cooperate with the Settlement Administrator to provide
5 proper documentation, including Settlement Class Members' tax identification
6 numbers, to effectuate the submission of 1099s and other tax documentation, to
7 the extent that information is reasonably available in the Credit Union's records
8 and necessary in connection with this settlement.

9 **33. RELEASE LIMITATIONS**

10 This Settlement Agreement does not release claims arising out of the failure of either Party
11 to perform in conformity with the terms of this Settlement Agreement.

12 **34. KNOWING AND VOLUNTARY ASSENT**

13 The Parties acknowledge that this Settlement Agreement is executed voluntarily by each
14 of them, without any duress or undue influence on the part of or on behalf of any of them. The
15 Parties further acknowledge that they have had the opportunity for representation in the
16 negotiations for, and in the performance of, this Settlement Agreement by counsel of their choice
17 and that they have read this Settlement Agreement and/or have had it fully explained to them by
18 their counsel and that they are fully aware of the contents of this Settlement Agreement and its
19 legal effect.

20 **35. COUNTERPARTS AND ELECTRONIC SIGNATURES**

21 This Settlement Agreement may be executed in any number of counterparts and with
22 electronic signatures, and all such counterparts shall be construed together and constitute a single
23 form of this Settlement Agreement.

24 **36. HEADINGS AND CAPTIONS**

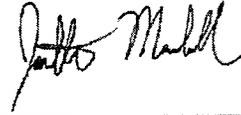
25 The headings and captions inserted into this Settlement Agreement are for convenience
26 only and in no way define, limit, or otherwise describe the scope or intent of this Settlement
27 Agreement or any provision hereof or affect its interpretation.

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IN WITNESS HEREOF, the Parties and Class Counsel have executed this Class Settlement Agreement and Release as of December 30, 2025. By signing this Settlement Agreement, the Parties specifically acknowledge that this Settlement Agreement supersedes and replaces the November 19, 2025, Class Settlement Agreement and Release between the Parties.

PLAINTIFF AHMARI JOHNSON

CLASS COUNSEL



Dated: _____

Jonathan R. Marshall

Dated: 12/30/2025

MARIN COUNTY FEDERAL
CREDIT UNION

By: Elesja Callaghan
Name: Elesja Callaghan
Title: President / CEO
Dated: 12/30/25

1 IN WITNESS HEREOF, the Parties and Class Counsel have executed this Class
2 Settlement Agreement and Release as of December 30, 2025. By signing this Settlement
3 Agreement, the Parties specifically acknowledge that this Settlement Agreement supersedes and
4 replaces the November 19, 2025, Class Settlement Agreement and Release between the Parties.
5

6 PLAINTIFF AHMARI JOHNSON

CLASS COUNSEL

7 
8 _____



9 Dated: 12/31/2025

Jonathan R. Marshall

Dated: 12/30/2025

11
12 MARIN COUNTY FEDERAL

13 CREDIT UNION
14

15 By: _____

16 Name: _____

17 Title: _____

18 Dated: _____
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EXHIBIT A1

(Email Notice)

From: Marin County Federal Credit Union Convenience Fee Settlement Administrator

Subject Line: Marin County Federal Credit Union Convenience Fee Class Action Settlement

Content:

A court authorized this notice. This is not a solicitation from a lawyer, and you are not being sued.

You are receiving this notice because you could be affected by the settlement of a class action lawsuit against Marin County Federal Credit Union (the "Credit Union") involving the Credit Union allegedly charging fees to borrowers when making payments on a Credit Union loan with a debit or credit card ("Convenience Fees"). The Credit Union denies any and all wrongdoing. The court has not decided who is right. Plaintiff and the Credit Union have agreed to settle the lawsuit to avoid the cost and uncertainty of litigation. You can read the Complaint, Settlement Agreement, and other case documents on the Settlement Website:

http://www._____.com

Who's Included? Marin County Federal Credit Union's records show you are a member of the Settlement Class. The Settlement Class is defined as all natural persons with a loan serviced by Marin County Federal Credit Union, who paid a fee for making a loan payment to the Credit Union with a debit or credit card from June 26, 2019, through November 19, 2025, the day that plaintiff filed his motion for preliminary approval, except those persons who entered separate agreements with the Credit Union to settle their claims. At present, the Credit Union's records reflect that the Settlement Class consists of approximately 183 loan accounts.

What are the Settlement terms? Marin County Federal Credit Union has agreed to establish a Settlement Fund of \$80,000 from which Settlement Class Members will receive payments. The Settlement Fund, less any costs of settlement administration, incentive award, and attorneys' fees and expenses awarded by the Court (the "Net Settlement Fund") will be distributed to Settlement Class Members in the following manner: first, Settlement Class Members will receive a full refund of the amount of Convenience Fees they paid on their loans with the Credit Union; the remainder of the fund shall then be disseminated to Settlement Class Members per capita on a per-loan account basis. Settlement Payments will be mailed to Settlement Class Members via check to their last-known mailing address on file with the Credit Union. These checks shall be negotiable for 180 days.

Co-borrowers shall receive a single, shared Settlement Payment. For borrowers with two or more loan accounts, one Settlement Payment shall be made per loan account. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.

Please understand that these sums may be taxable and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

Opting Out or Objecting to the Settlement: If you do not want to be bound by the Settlement, you must exclude yourself by [Response deadline]. If you exclude yourself, you cannot get money from the Settlement. If you do not exclude yourself, you will release your claims against Marin County Federal Credit Union for the claims at issue in the lawsuit. Specifically, you will

not be able to sue the Credit Union for all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint including claims for breach of contract, under California's Unfair Competition Law, and/or under the Rosenthal Act, for assessment and/or collection of card transaction Fees (also known as pay-to-pay or convenience fees) for making loan payments to the Credit Union with a debit or credit card. A more detailed Long Form Notice, available at http://www._____.com, contains further instructions for how to exclude yourself.

If you do not exclude yourself, you may object to the Settlement by [Response Deadline]. The more detailed Long Form Notice available at http://www._____.com contains instructions for how to object. **You may also attend the Final Approval Hearing in person to object to the Settlement without any prior notice.**

Final Approval Hearing: The Superior Court of the State of California for the County of San Francisco, Judge Jeffrey S. Ross, will hold a hearing in this case on [DATE] at [TIME]. Settlement Class Members do not need to attend the hearing. The hearing date and time may be changed without further notice. If you wish to attend the hearing, you should call the Settlement Administrator in advance to confirm the day and time. If there are objections, the Court will consider them at the Final Approval Hearing. You may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

At the Final Approval Hearing, Class Counsel will request attorneys' fees of no more than one-third of the total amount of the Settlement Fund, plus their litigation expenses. Class Counsel will also request Court approval of an Incentive Award to the Class Representative of no more than \$10,000. These requests and all supporting papers will be available for your review on the Settlement website at http://www._____.com.

The Court will determine the appropriate amount of the attorneys' fees and any Incentive Award to be paid. The Settlement is not conditioned upon approval of any of the requested attorneys' fees, costs, or Incentive Award amounts. After the hearing, the Court will decide whether to approve the Settlement.

If you do not take any action, you will be legally bound by the Settlement and any orders or judgments entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Marin County Federal Credit Union.

This notice provides limited information about the Settlement. For more information visit http://www._____.com

DO NOT CONTACT THE JUDGE, THE CLERK OF COURT, OR COURT ABOUT THIS SETTLEMENT.

EXHIBIT A2

If You Were Charged Fees for Making a Payment on a Marin County Federal Credit Union Loan by Debt or Credit Card, You May Be Eligible for a Payment.

An \$80,000 settlement has been reached in a class action lawsuit alleging that borrowers were improperly charged fees when making payments on a Marin County Federal Credit Union (the "Credit Union") loan with a debit or credit card ("Convenience Fees"). The Credit Union denies any and all wrongdoing. The Court has not decided who is right. The Plaintiff and the Credit Union have agreed to settle the lawsuit to avoid the cost and uncertainty of litigation.

Who's Included? *Marin County Federal Credit Union's records show you are a member of the Settlement Class.* The Settlement Class is defined as all natural persons with a loan serviced by the Credit Union, who paid a fee for making a loan payment to the Credit Union with a debit or credit card from June 26, 2019, through November 19, 2025, the day that plaintiff filed his motion for preliminary approval, except those persons who entered separate agreements with the Credit Union to settle their claims. At present, the Credit Union's records reflect that the Settlement Class consists of approximately 183 loan accounts.

What Are the Settlement Terms? Marin County Federal Credit Union has agreed to establish a Settlement Fund of \$80,000 from which Settlement Class Members will receive payments. The Settlement Fund, less any costs of settlement administration, service award, and attorneys' fees and expenses awarded by the Court (the "Net

Settlement Fund”) will be distributed to Settlement Class Members in the following manner: first, Settlement Class Members will receive a full refund of the amount of Convenience Fees they paid on their loans with the Credit Union; the remainder of the fund shall then be disseminated to Settlement Class Members per capita on a per-loan account basis. Settlement Payments will be mailed to Settlement Class Members via check to their last-known mailing address on file with the Credit Union.

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself from or “opt out” of the Settlement Class by **Month Day, Year**. If you do not exclude yourself, you will release your claims against Marin County Federal Credit Union for the claims at issue in the lawsuit. If you exclude yourself, you cannot get money from the Settlement. You may object to the Settlement in writing by **Month Day, Year**. **You may also attend the Final Approval Hearing in person to object to the Settlement without any prior notice.** A more detailed Long Form Notice, available at <http://www. .com>, contains the full instructions for how to exclude yourself or object to the Settlement.

Fairness Hearing. The Superior Court of the State of California for the County of San Francisco, Judge Jeffrey S. Ross, will hold a hearing in this case on [DATE] at [TIME]. If there are objections, the Court will consider them at the Final Approval hearing. You do not need to attend the hearing. The hearing date and time may be changed without further notice. At the Final Approval hearing, Class Counsel will

request attorneys' fees of no more than one-third of the total amount of the Settlement Fund, plus their litigation expenses. Class Counsel will also request Court approval of an Incentive Award to the Class Representative of no more than \$10,000. The Court will determine the appropriate amount of the attorneys' fees and any Incentive Award to be paid. The Settlement is not conditioned upon approval of any of the requested attorneys' fees, costs, or Incentive Award amounts.

How Can I Get More Information? This notice provides limited information about the settlement. If you have questions or want more information, visit <http://www.com>. That website contains the Settlement Agreement, detailed Long-Form Notice about your options, the Preliminary Approval Order, and the Final Approval Order, following entry by the Court, as well as the contact information for Class Counsel. You may also contact the Settlement Administrator by calling [number] or by writing to [Address].

DO NOT CONTACT THE JUDGE, THE CLERK OF COURT, OR COURT ABOUT THIS SETTLEMENT.

Marin County Federal Credit Union
Convenience Fee Settlement Administrator
PO Box XXXX
City, State XXXX

Legal Notice about a Class Action Settlement

If you were charged a fee for making a payment on a Marin County Federal Credit Union loan with a debit or credit card, you may be eligible for a payment from a class action settlement.

Read this notice carefully.

You can also visit: **<http://www. .com>**

EXHIBIT A3

Superior Court of the State of California for the County of San Francisco

A class action Settlement may affect your rights if you were charged a fee for making a payment on a Marin County Federal Credit Union loan using a debit or credit card.

A Court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

THIS NOTICE COULD AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

This is not a suit against you. A proposed Settlement has been reached in a class action lawsuit, *Johnson v. Marin County Federal Credit Union*, Case No. CGC-23-607251 (Sup. Ct. San Francisco Cty., Cal.) (the "Lawsuit"), alleging that borrowers were improperly charged convenience fees when making payments on a Marin County Federal Credit Union loan using a debit or credit card. The proposed Settlement requires Marin County Federal Credit Union to establish a Settlement Fund of \$80,000. **Marin County Federal Credit Union's records identify you as a Class Member who may be entitled to a Settlement Payment.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>Do Nothing and Receive a Settlement Payment</p>	<p>The Settlement Fund, less any costs of settlement administration, incentive award, and attorneys' fees and expenses awarded by the Court (the "Net Settlement Fund") will be distributed to Settlement Class Members in the following manner: first, Settlement Class Members will receive a full refund of the amount of convenience fees they paid on their loans with the Credit Union; the remainder of the fund shall then be disseminated to Settlement Class Members per capita on a per-loan account basis.</p> <p>Settlement Payments will be mailed to Settlement Class Members via check to their last-known mailing address on file with the Credit Union. These checks shall be negotiable for 180 days.</p> <p>This option means that you give up your right to bring your own lawsuit against Marin County Federal Credit Union about the claims in this case.</p>
<p>"Opt-Out" or Exclude Yourself from the Settlement</p> <p>Deadline: [Date]</p>	<p>You may "opt-out" or ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you retain your right to sue on your own.</p> <p>In order to opt out, you must complete and send to the Settlement Administrator, at the address listed below, a request to opt-out that is postmarked no later than [DATE sixty days from the date that Class Notice is issued]. The request to opt-out must:</p> <ul style="list-style-type: none">(a) identify the case, <i>Johnson v. Marin County Federal Credit Union</i>, Case No. CGC-23-607251 (Sup. Ct. San Francisco Cty., Cal.);(b) identify the name and address of the person requesting exclusion;(c) be personally signed by the person requesting exclusion; and(d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." <p>Any member of the Settlement Class who properly opts out of the Settlement Class shall not:</p> <ul style="list-style-type: none">(a) be bound by any orders or judgments relating to the Settlement;(b) be entitled to relief under, or be affected by, the Agreement;(c) gain any rights by virtue of the Agreement; or(d) be entitled to object to any aspect of the Settlement.

<p>Object to the Settlement</p> <p>Deadline: [Date]</p>	<p>You may object to the terms of the Settlement Agreement and have your objections heard at the [DATE], Final Approval Hearing.</p> <p>Any member of the Settlement Class who wishes to object to the Settlement may do so by appearing in person or by counsel at the Final Approval Hearing, or they may do so in writing. The written objection must be mailed to the Settlement Administrator, at the address listed below, no later than the Objection Deadline, [DATE sixty days from the date that Class Notice is issued].</p> <p>To be valid, the written objection must include:</p> <ul style="list-style-type: none"> (a) the case, <i>Johnson v. Marin County Federal Credit Union</i>, Case No. CGC-23-607251 (Sup. Ct. San Francisco Cty., Cal.); (b) the name, address, telephone number of the individual objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel. <p>Notwithstanding the foregoing, a member of the Settlement Class may appear, in person or by counsel, at the Final Approval Hearing to object, without any prior notice.</p> <p>Any Settlement Class Member who does not object in this manner shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, and to the award of Attorneys' Fees and Expenses to Class Counsel and the payment of an Incentive Payment to the Class Representatives, unless otherwise ordered by the Court.</p>
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These rights and options **and the deadlines to exercise them** are explained in this notice. The Superior Court of the State of California for the County of San Francisco (the "Court") authorized this notice. The following is a summary of the Settlement and of your rights. A full copy of the Settlement Agreement, which sets forth the precise terms and conditions of the settlement, is available at <http://www. .com>.

You may also inspect the full docket of the case on the San Francisco Superior Court's website for **free** by following these instructions:

1. Navigate to the San Francisco Superior Court website: <https://sf.courts.ca.gov/>
2. On the Court website, click "Online Services" in the center of the page.
3. Select "Access Now" under "Case Information".
4. On the Case Calendar & Query page, under Civil Case Query, select "Access Now."
5. After verification completes, enter the following case number and search: CGC-23-607251
6. Review the search results and ensure the correct case has populated by verifying the party names and case number at the top of the page: *Johnson v. Marin County Federal Credit Union*, Case No. CGC-23-607251.

1. What is This Lawsuit About?

The lawsuit alleges that Marin County Federal Credit Union (the "Credit Union") violated California debt collection laws when borrowers were charged convenience fees for making payments on their Credit Union loans using a debit or credit card. The Credit Union denies any and all wrongdoing. The Court has not decided who is right. The parties have agreed to the Settlement to avoid the burden, expense, risk, and uncertainty of continuing the Lawsuit.

2. Who is Included in the Settlement?

Marin County Federal Credit Union's records indicate that you are a Settlement Class Member. The Settlement Class is defined as: all natural persons with a loan serviced by Marin County Federal Credit Union, who paid a fee for making a loan payment to the Credit Union with a debit or credit card from June 26, 2019, through November 19, 2025, the day that plaintiff filed his motion for preliminary approval, except those persons who entered separate agreements with the Credit Union to settle their claims. At present, the Credit Union's records reflect that the Settlement Class consists of approximately 183 loan accounts.

3. What Does the Settlement Provide?

(1) **Payment to Class Members.** Marin County Federal Credit Union has agreed to establish a Settlement Fund of \$80,000 from which Settlement Class Members will receive payments. The Settlement Fund, less any costs of settlement administration, incentive award, and attorneys' fees and expenses awarded by the Court (the "Net Settlement Fund") will be distributed to Settlement Class Members in the following manner: first, Settlement Class Members will receive a full refund of the amount of convenience fees they paid on their loans with the Credit Union; the remainder of the fund shall then be disseminated to Settlement Class Members per capita on a per-loan account basis. Settlement Payments will be mailed to Settlement Class Members via check to their last-known mailing address on file with the Credit Union. These checks shall be negotiable for 180 days.

Co-borrowers shall receive a single, shared Settlement Payment. For borrowers with two or more loan accounts, one Settlement Payment shall be made per loan account. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.

Please understand that these sums may be taxable and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

(2) **Service Award.** The Plaintiff who brought this lawsuit will request a service award of no more than \$10,000 for serving as Class Representative. The Credit Union reserves the right to oppose the amount of the requested Incentive Award.

(3) **Attorney's Fees and Costs.** Class counsel are Bailey & Glasser, LLP, and Bibiyan Law Group, P.C. They will request Attorney's Fees and Expenses of no more than one-third of the total amount of the Settlement Fund, plus their litigation expenses. The Court will determine the appropriate amount of the Attorney's Fees and Expenses and awards to be paid. The Settlement is not conditioned upon approval of any of the Attorney's Fees and Expenses, or service award amounts.

(4) **Release.** All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint including claims for breach of contract, under California's Unfair Competition Law, and/or under the Rosenthal Act, for assessment and/or collection of card transaction Fees (also known as pay-to-pay or

convenience fees) for making loan payments to the Credit Union with a debit or credit card. Participating Class Members do not release any other claims or claims based on facts occurring outside the Class Period.

“Released Parties” means Marin County Federal Credit Union and each of its former and present affiliates, assigns, owners, members, shareholders, insurers, directors, officers, attorneys, predecessors, and successors in interest.

(5) **Termination.** The Credit Union may, in its sole discretion, terminate the Settlement Agreement if more than 15 putative Settlement Class Members opt out of the proposed Settlement Class.

(6) **Cy Pres Award.** Should the Court approve the Settlement Agreement and monies remain in the Settlement Fund after disbursement of funds in accordance with the terms of the Settlement Agreement, the remaining funds shall not revert to the Credit Union. Any such remaining funds shall be donated as a *cy pres* award. The Parties agree that the *Cy Pres* Recipient should be the Center for Consumer Law & Economic Justice at UC Berkeley Law School, a research, advocacy, policy, and teaching non-profit organization focused on consumer protection, subject to Court approval.

(7) **Binding Effect of Class Judgment.** Upon conclusion of the Settlement, the judgment of the Court will be binding upon all Settlement Class Members who do not opt out of the Settlement.

4. The Court's Final Approval Hearing

The Superior Court of the State of California for the County of San Francisco, Judge Jeffrey S. Ross, will hold a hearing in this case on [DATE] at [TIME]. Unless you opt-out of the Settlement, you may appear at the Final Approval Hearing, but you do not have to attend. **You may attend the Final Approval Hearing in person to object to the Settlement without any prior notice.** You may also hire your own attorney, at your own expense, to appear or speak for you at the Final Approval Hearing. The Final Approval Hearing date and time may be changed without further notice. If you wish to attend the Final Approval Hearing, you should call the Settlement Administrator in advance to confirm the day and time. The Final Approval Hearing will occur in Department 613, Judge Jeffrey S. Ross presiding, at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102.

5. What Are Your Options?

(1) **Do Nothing and Receive a Settlement Payment.** If the Settlement is approved, you will be bound by all of its terms. You will give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the claims this Settlement resolves. You will receive a full refund of the amount of Fees you paid on your loans with the Credit Union for making a payment with a debit or credit card, as well as a portion of the remainder of the fund, which will be disseminated to Settlement Class Members per capita on a per-loan account basis. Settlement Payments will be mailed to Settlement Class Members via check to their last-known mailing address on file with the Credit Union. Please understand that these sums may be taxable and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional

These checks shall be negotiable for 180 days, meaning that you must cash the check within 180 days of the date the check is printed, or the check will become void. The Settlement Administrator will cancel all checks not cashed by the void date. For any Class Member whose Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Court-approved nonprofit organization consistent with Code of Civil Procedure § 384(b), the Center for Consumer Law & Economic Justice at UC Berkeley Law.

OR

(2) Exclude Yourself. You may “opt out” and exclude yourself from the Settlement. If you opt out, you will not receive any payment, and you will not release any claims you may have against Defendant. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against Defendant at your own risk and expense. A request to opt-out by a borrower or co-borrower on an account on the Class List shall be deemed to be a request to opt-out by all borrowers on the account. A Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member’s election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

In order to opt out, you must complete and send to the Settlement Administrator, at the address listed below, a request to opt-out that is postmarked no later than **[DATE sixty days from the date that Class Notice is issued]**. The request to opt-out must:

- (a) identify the case, *Johnson v. Marin County Federal Credit Union*, Case No. CGC-23-607251 (Sup. Ct. San Francisco Cty., Cal.);
- (b) identify the name and address of the person requesting exclusion;
- (c) be personally signed by the person requesting exclusion; and
- (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action.”

Any member of the Settlement Class who properly opts out of the Settlement Class shall not:

- (a) be bound by any orders or judgments relating to the Settlement;
- (b) be entitled to relief under, or be affected by, the Agreement;
- (c) gain any rights by virtue of the Agreement; or
- (d) be entitled to object to any aspect of the Settlement.

OR

(3) Object to the Settlement. You may object to the terms of the Settlement Agreement and have your objections heard at the **[DATE]**, Final Approval Hearing. You may do so by appearing in person or by counsel at the Final Approval Hearing, or you may do so in writing. A written objection must be mailed to the Settlement Administrator, at the address listed below, no later than the Objection Deadline, **[DATE sixty days from the date that Class Notice is issued]**. To be valid, the written objection must include:

- (a) the case name and number, *Johnson v. Marin County Federal Credit Union*, Case No. CGC-23-607251 (Sup. Ct. San Francisco Cty., Cal.);
- (b) the name, address, telephone number of the member of the Settlement Class objecting and, if represented by counsel, of his/her counsel;
- (c) the basis for objection; and
- (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

You may instead appear at the Final Approval Hearing in person to object to the settlement, without any prior notice. The Final Approval Hearing will occur in Department 613, Judge Jeffrey S. Ross presiding, at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102.

Any Settlement Class Member who does not object in this manner shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, and to the award of Attorneys’ Fees and Expenses to Class Counsel and the payment of an Incentive Payment to the Class Representative, unless otherwise ordered by the Court.

6. How Can I Get More Information?

The Settlement Agreement sets forth everything Plaintiff and Defendant have promised to do under the proposed Settlement. The easiest way to read the Agreement or any other Settlement documents is to go to the Settlement website at <http://www. .com>. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

Class Counsel:

BAILEY GLASSER, LLP

Jonathan R. Marshall
jmarshall@baileyglasser.com
580 California Street, 12th Floor
San Francisco, CA 94104

Denali S. Hedrick
94 Long Street, Suite 200
Westover, WV 26501
Telephone: (304) 345-6555
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PLEASE SEND OPT-OUTS AND OBJECTIONS TO:

MARIN COUNTY FEDERAL CREDIT UNION SETTLEMENT ADMINISTRATOR
[SETTLEMENT ADMIN ADDRESS]
[SETTLEMENT ADMIN PHONE NUMBER]
<http://www. .com>

DO NOT CONTACT THE JUDGE, THE CLERK OF COURT, OR COURT ABOUT THIS SETTLEMENT.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 13, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 13, 2026

Brandon E. Riley, Court Executive Officer

By: 

Sean Kane, Deputy Clerk