

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

| | |
|--|---|
| Do Nothing and Receive a Settlement Payment | <p>The Settlement Fund, less any costs of settlement administration, incentive award, and attorneys’ fees and expenses award 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> |
| “Opt-Out” or Exclude Yourself from the Settlement Deadline: April 7, 2026 | <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 April 7, 2026. 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: April 7, 2026</p> | <p>You may object to the terms of the Settlement Agreement and have your objections heard at the June 12, 2026, 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, April 7, 2026.</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> |
|---|---|

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 www.marincountyfcufeesettlement.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 award 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 June 12, 2026 at 10:00 a.m. 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 April 7, 2026. 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 June 12, 2026, 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, April 7, 2026. 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 www.marincountyfcufesettlement.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
Facsimile: (304) 342-1110

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan
david@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, CA 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

PLEASE SEND OPT-OUTS AND OBJECTIONS TO:
MARIN COUNTY FEDERAL CREDIT UNION SETTLEMENT ADMINISTRATOR
P.O. Box 673, Charleston, WV 25323
1-(888)-925-4968
www.marincountyfcufesettlement.com

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