

**SETTLEMENT AGREEMENT AND RELEASE**

*Virginia is for Movers, LLC, et. al. v. Apple Federal Credit Union,*

**United States District Court  
Eastern District of Virginia  
Alexandria Division**

**Case No. 1:23-cv-00576**

## PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiffs Virginia is for Movers, LLC (“Virginia is for Movers”) and Abigail McAllister (“McAllister” and together with “Virginia is for Movers,” the “Named Plaintiffs”) and all those on whose behalf they are prosecuting the Action (defined below) that are the subject of this Agreement (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendant Apple Federal Credit Union (“Defendant”), on the other hand, as of the date executed below. All references in this Agreement to a “party” or the “parties” shall refer to a party or the parties to this Agreement.

## RECITALS

A. On April 28, 2023, Named Plaintiff Virginia is for Movers filed a putative class action complaint (“Complaint”) in the United States District Court for the Eastern District of Virginia, Alexandria Division, entitled *Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union*, Case No. 1:23-cv-00576. The Complaint alleged two claims for breach of contract and violations of Regulation E of the Electronic Fund Transfers Act, 12 C.F.R. §§ 1005 *et seq* based on the assessment of overdraft fees for debit card payments that were approved positive and settled negative.

B. On July 10, 2023, Defendant filed a motion to dismiss the Complaint. On July 24, 2023, before responding to Defendant’s motion to dismiss the Complaint, Virginia is for Movers filed an amended complaint (“FAC”) alleging the same two claims for relief as were alleged in the Complaint.

C. On August 10, 2023, after the Court granted Virginia is for Movers leave to amend to add a second named plaintiff, Virginia is for Movers and Abigail McAllister filed a second amended complaint (“SAC”) alleging the same claims—breach of contract and violations of Regulation E—as were alleged in the Complaint and the FAC.

D. On August 31, 2023, Defendant filed a motion to dismiss the SAC. On March 13, 2024, the Court denied Defendant’s motion to dismiss the SAC.

E. On August 27, 2024, the Parties participated in a settlement conference in the chambers of Magistrate Judge Ivan D. Davis. That mediation did not result in a settlement. However, the parties participated in another mediation with the Hon. Gerald R. Rosen, Ret. That mediation resulted in the settlement reflected in this Agreement.

F. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Action (defined below), and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

G. Named Plaintiffs have entered into this Agreement to liquidate and recover on the claims asserted in the Action, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiffs do not in any way concede the claims alleged in the Action lack merit or are subject to any defenses.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

**1. DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Action” shall mean the litigation in the United States District Court for the Eastern District of Virginia, Alexandria Division, entitled *Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union*, Case No. 1:23-cv-00576, including all allegations raised in the Complaint, FAC, and SAC.

(b) “APSN Fees” shall mean overdraft fees that Defendant charged and did not refund on signature Point of Sale debit card transactions that posted to Class Member accounts from January 7, 2021 to March 31, 2024, where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance at the time the transaction was paid.

(c) “APSN Fee Class” shall mean members of Defendant who were assessed APSN Fees.

(d) “Bar Date to Object” shall be the date set by the Court as the deadline for Class Members to file an Objection and shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

(e) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out and shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

(f) “Class Counsel” shall mean Lynn A. Troops, Vess A. Miller, and Lisa M. La Fornara of Cohen & Malad, LLP; J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; and Devon J. Munro of Munro Byrd, P.C.

(g) “Class Member(s)” shall mean any former or current member of Defendant who is in the APSN Fee Class and the Regulation E Class.

(h) “Court” shall mean the United States District Court for the Eastern District of Virginia, Alexandria Division.

(i) “Defendant’s Counsel” shall mean Stuart M. Richter of Katten Muchin Rosenman LLP, and Bryan J. Healy and Clair E. Wischusen of Gordon Rees Scully Mansukhani, LLP.

(j) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(k) “Email/Postcard Notice” shall refer to the short form of the Long Form Notice (defined below) that shall be sent by email to Class Members, in the form attached hereto as **Exhibit 2**.

(l) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

(m) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(n) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(o) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 8, below.

(p) “Long Form Notice” shall mean the notice that shall be posted to the Settlement Website in the form attached as **Exhibit 1**.

(q) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6, below, seeking the Final Approval Order.

(r) “Motion for Award of Fees, Costs, and Service Award” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6, below.

(s) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs, any service award allowed by the Court, and any fees and costs paid to the Settlement Administrator.

(t) “Notice” shall mean, collectively: the Email/Postcard Notice and the Long Form Notice.

(u) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of Notice to Class Members, as provided in Section 5, below.

(v) “Regulation E Fee” shall mean overdraft fees that Defendant assessed and did not refund from April 28, 2022 to March 31, 2024 for debit card payments and ATM withdrawals or transfers.

(w) “Regulation E Class” shall mean members of Defendant who were assessed Regulation E Fees.

(x) “Settlement Administrator” shall mean the entity that will provide the notice and other administrative handling of this Settlement Agreement.

(y) “Settlement Fund” shall mean the amount of two million and five hundred thousand dollars (\$2,500,000.00), plus any accrued interest, to be paid by Defendant under the terms of this Agreement.

(z) “Uncollected Fees” shall mean any APSN Fees and/or Regulation E Fees that were assessed but were not paid because they were charged off in the approximate amount of \$35,530.00.

(aa) “Value of the Settlement” shall mean the Settlement Fund plus the Uncollected Fees.

**2. CLASS ACTION SETTLEMENT.** Named Plaintiffs shall propose and recommend to the Court that the APSN Fee Class and the Regulation E Class shall be certified for purposes of implementing the terms of the settlement provided for in this Agreement. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Named Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

**3. FORGIVENESS OF UNCOLLECTED FEES.** Subject to the conditions provided for in this Agreement, no later than the Effective Date, Defendant shall forgive all Uncollected Fees.

**4. PRELIMINARY SETTLEMENT APPROVAL.** Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval/Notice Order. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of the APSN Fee Class and the Regulation E Class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified classes, and the requirement that the Notice be given to the Class Members as provided in Section 5, below (or as otherwise determined by the Court).

**5. NOTICE TO THE CLASSES.**

(a) The Settlement Administrator shall provide notice to all Class Members as specified below and as approved by the Court in the Preliminary Approval/Notice Order.

(b) Defendant shall provide the Settlement Administrator with the most recent email addresses it has for the Class Members. The Settlement Administrator shall email the Email/Postcard Notice to each such Class Member’s last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use

the best available databases to obtain current email address information for class members, update its database with these emails, and resend the Email/Postcard Notice. The Email/Postcard Notice shall inform Class Members how they may request a copy of the Long Form Notice.

(c) For those Class Members who are not current members of Defendant or who have not agreed to receive electronic notices regarding their accounts from Defendant, and for those Class Members whose Email/Postcard Notices bounced back undelivered, the Email/Postcard Notice shall be mailed to these Class Members by first class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for these Class Members. The Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Email/Postcard Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Email/Postcard Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The Long Form Notice shall be posted on the settlement website created by the Settlement Administrator.

(e) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Email/Postcard Notice was sent and any Email/Postcard Notices that were not delivered by mail and/or email. A summary report of the Notices shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notices shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement and shall not be used for any other purposes.

(f) The Email/Postcard Notice and Long Form Notice shall be in forms approved by the Court and, substantially similar to the forms attached hereto as Exhibits 1 and 2. The parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

(g) All costs associated with publishing, mailing and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Settlement Administrator's fees and costs shall be paid out of the Settlement Fund.

**6. MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS AND SERVICE AWARD.** No later than forty-five (45) days after Email/Postcard Notice is sent to the Class Members, Class Counsel shall file a Motion for Final Approval. At least fifteen (15) days prior to the Bar Date to Object and the Bar Date to Opt Out, Class Counsel shall file a Motion for Fees, Costs, and Service Award so that same can be heard on the Final Approval Hearing Date.

**7. ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

## **8. THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) Payments to Class Members. Within ten (10) days after entry of the Final Approval Order, Defendant shall transfer the Settlement Fund to the Settlement Administrator, less the total amount that will be credited to Class Members by Defendant, as provided in Subsection 8(d)(iv), below. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsels' fees and costs; (b) any service award payment to the Named Plaintiffs; (c) costs associated with administering the notice in accordance with Section 5, above; and (d) any fees paid to the Settlement Administrator for services rendered in connection with the administration process. Defendant shall not make any additional or further contributions to the Settlement Fund, even if the total amount of all alleged improper fees charged to the Class Members exceeds the value of the Net Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement is terminated by either party for any reason, including pursuant to Section 14, below, the portion of the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator or due and owing to the Settlement Administrator in connection with the settlement provided for herein, shall be refunded to Defendant within two (2) business days.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

(i) Plaintiffs' Fees and Costs. Plaintiffs' reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund fifteen (15) days after the entry of the Final Approval Order. Class Counsel shall apply for an award of attorneys' fees of up to one-third (33-1/3%) of the Value of the Settlement, plus reimbursement of reasonable litigation costs, to be approved by the Court. Defendant agrees not to oppose an application for attorneys' fees of up to one-third (33-1/3%) of the Value of the Settlement but reserves the right to oppose an application for fees in excess of that amount. Should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendant; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court.

(ii) Service Award. Subject to Court approval, Named Plaintiffs shall be entitled to receive a service award of up to Fifteen Thousand Dollars (\$15,000) each for their roles as the Named Plaintiffs. The Service Awards shall be paid ten (10) days after the Effective Date.

(iii) Settlement Administrator's Fees. The Settlement Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this



Agreement, as approved by the Court, shall be paid within ten (10) days after the Effective Date.

(iv) Payments to Class Members. Of the \$2,500,000.00 Settlement Fund, ninety-two-and-a-half percent (92.5%) is allocated to the APSN Fee Class and seven-and-a-half percent (7.5%) is allocated to the Regulation E Fee Class. Based on this allocation, payments from the Net Settlement Fund shall be calculated as follows:

- (1) Payments to individual members of the APSN Fee Class =  $(92.5\% \text{ of the Net Settlement Fund} / \text{total APSN Fees}) \times \text{total APSN Fees paid by the member of the APSN Fee Class.}$
- (2) Payments to individual members of the Regulation E Fee Class =  $(7.5\% \text{ of the Net Settlement Fund} / \text{total Available Balance Overdraft Fees}) \times \text{Total Available Balance Overdraft Fees paid by the member of the Overdraft Fee Class.}$
- (3) Because APSN Fees are also Regulation E Fees, some Class Members may receive payments for APSN Fees and Regulation E Fees.
- (4) Defendant shall perform an analysis of its business records to determine the number of non-refunded APSN Fees and Regulation E Fees incurred by each Class Member and shall provide that information to the Settlement Administrator.
- (5) Payments to individual class members (“Individual Payments”) shall be made no later than (10) days after the Effective Date, as follows:
  - (i) For those Class Members who are members of Defendant at the time of the distribution of the Net Settlement Fund, any checking or savings account they are then maintaining at Defendant, held by them individually, shall be credited in the amount of the Individual Payment they are entitled to receive.
  - (ii) For those Class Members who are not members of Defendant at the time of the distribution of the Net Settlement Fund or at that time do not have an individual account, they shall be sent a check by the Settlement Administrator at the address used to provide Email/Postcard Notice, or at such other address as designated by the Class Member. The Class Member shall have one-hundred twenty (20) days to negotiate the check. Any checks uncashed after one-



hundred twenty (120) days shall be distributed pursuant to Section 10.

- (iii) If necessary, Defendant and the Settlement Administrator shall coordinate to ensure the amount transferred to the Settlement Administrator pursuant to Section 8(a) is equal to the precise amount necessary for the Settlement Administrator to distribute Individual Payments to Class Members who are not members of Defendant at the time of the distribution of the Net Settlement Fund, or at that time do not have an individual account, or who, for any reason, cannot receive an account credit.

(v) In no event shall any portion of the Settlement Fund revert to Defendant.

## **9. THE SETTLEMENT ADMINISTRATOR.**

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be subject to the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

(d) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(f) Within one hundred forty (140) days after the Effective Date or such other date as required by the Court, the Settlement Administrator shall prepare a declaration setting forth the total payments issued to Class Members by the Settlement Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Settlement Administrator. Defendant shall provide a declaration confirming credits were issued as calculated by the Settlement Administrator.

(g) The Settlement Administrator shall establish a website to post the Long Form Notice, the Motion for Preliminary Approval, the Motion for Final Approval, the Complaint and any other documents required to be posted by the Court. The name of the website shall be agreed to by the parties.

(h) The Settlement Administrator shall calculate payments from the Settlement Fund and credits required to be issued to Class Members with active accounts based on data provided by Defendant.

(i) The Settlement Administrator shall provide the parties with a weekly report setting forth: Notice sent, returned Notices, communications from Class Members, Opt-Outs and Objections, visits to the settlement website, the total payments issued to Class Members by the Settlement Administrator and the total amount of any checks uncashed and/or returned.

(j) The Settlement Administrator shall provide the notice required by 28 U.S.C. § 1715. The cost of providing such notice shall be paid by Defendant.

**10. CYPRES PAYMENT.** Within one-hundred fifty (150) days after the Effective Date, the Settlement Administrator shall determine the total amount of uncollected funds remaining in the Settlement Fund (the "Residual Fund"). The Settlement Administrator shall distribute the Residual Funds in a second distribution to Class Members who received credits or who cashed checks in the first round of distribution, if the average Class Member check amount in the second distribution would equal or exceed \$5.00 after deducting the costs of a second distribution from the Settlement Fund. Any second distribution will be made in the same manner as the first distribution. Following the second distribution, or if no second distribution is indicated based on the average distribution amount, any remaining Residual Funds must be paid on a *cy pres* basis as follows: fifty percent (50%) to the United Way of the National Capital Area and fifty percent (50%) to Mobile Hope. If neither of these is acceptable, then the Residual Fund shall be paid to another *cy pres* charity chosen by the Court in the Final Approval Order.

**11. OPT-OUTS.**

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail or email to the Settlement Administrator. For

an Exclusion Letter to be valid, it must be postmarked if sent by mail or sent if by email on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Agreement and shall be signed and dated.

(b) As set forth above, the Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) court days' written notice.

## **12. OBJECTIONS.**

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with the Action;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel.

(c) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

**13. RELEASE.** Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiffs, on behalf of themselves and each of the Class Members, hereby release and forever discharge Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Named Plaintiffs and the Class Members who do not opt out now have, own or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Action, provided, however, that this release does not, and shall not be construed to, release claims relating to non-sufficient funds fees.

**14. CONDITIONS TO SETTLEMENT.**

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 4, above;

(ii) The Court has entered the Final Approval Order as required by Section 7, above, and all objections, if any, to such order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 14(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 14(c) immediately above, or fails to become effective in accordance with Sections 14(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

**15. REPRESENTATIONS.**

(a) The parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiffs, on behalf of the Class Members, represent that they have made such inquiry into the terms and conditions of this Agreement as they deem appropriate, and that by executing this Agreement, they, based on Class Counsel's advice, and their understanding of the case, believe the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiffs represent that they have no knowledge of conflicts or other personal interests that would in any way impact their representation of the class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

**16. FURTHER ASSURANCES.** Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

**17. PUBLICITY.** The parties and Class Counsel agree that they will not notify any member of the media regarding the terms and conditions of this Agreement and shall not issue a press release, or post or disseminate the terms of this Agreement on any social media or website, including Class Counsel's website. In response to media or any other inquiries, Class Counsel shall refer to the Settlement Administrator's website or publicly filed documents.

**18. APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Virginia.

**19. NO ORAL WAIVER OR MODIFICATION.** No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether similar or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

**20. ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the parties pertaining to the subject matter hereof, and fully supersedes all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

**21. BINDING ON SUCCESSORS.** This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

**22. SEVERABILITY.** In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

**23. COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

**24. NOTIFICATION.** Any notice to be given to Class Counsel and/or Named Plaintiffs shall be sent by email as follows:

Lynn A. Toops  
Vess A. Miller  
Lisa M. La Fornara  
COHEN & MALAD, LLP  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
Telephone: (317) 636-6481  
[ltoops@cohenandmalad.com](mailto:ltoops@cohenandmalad.com)  
[vmiller@cohenandmalad.com](mailto:vmiller@cohenandmalad.com)  
[llaforlara@cohenandmalad.com](mailto:llaforlara@cohenandmalad.com)

-And-

J. Gerard Stranch, IV  
STRANCH, JENNINGS & GARVEY, PLLC  
223 Rosa L. Parks Ave., Suite 200  
Nashville, TN 37203  
Telephone: (615) 254-8801  
[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)

-And-

Devon J. Munro  
MUNRO BYRD, P.C.  
120 Day Ave. SW, First Floor  
Roanoke, VA 24016  
Telephone: (540) 283-9343  
[dmunro@trialsva.com](mailto:dmunro@trialsva.com)

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Stuart M. Richter  
KATTEN MUCHIN ROSENMAN LLP  
2029 Century Park East, Suite 2600  
Los Angeles, CA 90067  
Telephone: (310) 788-4400  
[stuart.richter@katten.com](mailto:stuart.richter@katten.com)

-And-

Bryan J. Healy  
GORDON REES SCULLY MANSUKHANI, LLP

277 S. Washington Street, Suite 550  
Alexandria, VA 22314  
Telephone: (202) 399-1009  
[bhealy@grsm.com](mailto:bhealy@grsm.com)

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator, which will be determined by the lowest bid for services and approval by the Court.

*(Signature Pages to Follow)*



IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: January \_\_, 2025

Apple Federal Credit Union

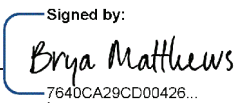
By: \_\_\_\_\_

Its: \_\_\_\_\_

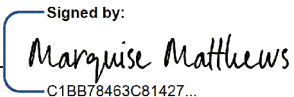
1/31/2025

Dated: January \_\_, 2025

Virginia is for Movers, LLC an entity on behalf of itself and those it represents

By:  \_\_\_\_\_  
Signed by:   
7640CA29CD00426...  
Co-Owner of Virginia is for Movers, LLC

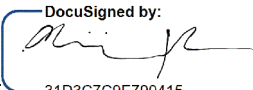
1/31/2025

By:  \_\_\_\_\_  
Signed by:   
C1BB78463C81427...  
Co-Owner of Virginia is for Movers, LLC

2/4/2025

Dated: January \_\_, 2025

Abigail McAllister, an individual on behalf of herself and those she represents

By:  \_\_\_\_\_  
DocuSigned by:   
31D3C7C9E790415...  
Abigail McAllister

**APPROVED AS TO FORM:**

Dated: January \_\_, 2025

KATTEN MUCHIN ROSENMAN LLP  
Stuart M. Richter

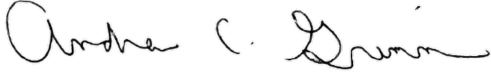
GORDON REES SCULLY MANSUKHANI, LLP  
Bryan J. Healy

By: \_\_\_\_\_  
Stuart M. Richter  
Attorneys for Defendant Apple Federal Credit Union

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: January \_\_, 2025

Apple Federal Credit Union

By: 

Andrew C. Grimm  
President/CEO of Apple Federal Credit Union

Dated: January \_\_, 2025

Virginia is for Movers, LLC an entity on behalf of itself and those it represents

By: \_\_\_\_\_

Brya Matthews  
Co-Owner of Virginia is for Movers, LLC

By: \_\_\_\_\_

Marquise Matthews  
Co-Owner of Virginia is for Movers, LLC

Dated: January \_\_, 2025

Abigail McAllister, an individual on behalf of herself and those she represents

By: \_\_\_\_\_

Abigail McAllister

**APPROVED AS TO FORM:**

Dated: February 5, 2025

KATTEN MUCHIN ROSENMAN LLP  
Stuart M. Richter

GORDON REES SCULLY MANSUKHANI, LLP  
Bryan J. Healy

By:  \_\_\_\_\_

Stuart M. Richter  
Attorneys for Defendant Apple Federal Credit Union

1/31/2025

Dated: January \_\_, 2025

COHEN & MALAD, LLP  
Lynn A. Toops  
Vess A. Miller  
Lisa M. La Fornara

STRANCH, JENNINGS & GARVEY, PLLC  
J. Gerard Stranch, IV

MUNRO BYRD, P.C.  
Devon J. Munro

By: Lynn A. Toops \_\_\_\_\_

DocuSigned by:  
 \_\_\_\_\_  
D9B8B8938A374C0...

Attorneys for Named Plaintiffs Virginia is for Movers, LLC  
and Abigail McAllister

## Exhibit 1

Virginia is for Movers, LLC and Abigail McAllister,  
individually and on behalf of all others similarly situated

v.

Apple Federal Credit Union

### NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT  
MAY AFFECT YOUR RIGHTS!**

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH APPLE  
FEDERAL CREDIT UNION (“DEFENDANT”) AND YOU WERE  
CHARGED AN OVERDRAFT FEE BETWEEN JANUARY 7, 2021 AND  
MARCH 31, 2024, THEN YOU MAY BE ENTITLED TO A PAYMENT  
FROM A CLASS ACTION SETTLEMENT**

The United States District Court for the Eastern District of Virginia, Alexandria Division  
has authorized this Notice; it is not a solicitation from a lawyer.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING</b>	If you don’t do anything, you will receive a payment and/or debt forgiveness from the Settlement Fund so long as you do not opt out of or exclude yourself from the settlement (described in the next box).
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	You can choose to exclude yourself from the settlement or “opt out.” This means you choose not to participate in the settlement. You will keep your individual claims against Defendant but you will not receive a payment and/or debt forgiveness. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
<b>OBJECT TO THE SETTLEMENT</b>	You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, then you will receive a payment and/or debt forgiveness, and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

## **BASIC INFORMATION**

### **1. What is this lawsuit about?**

The lawsuit that is being settled is *Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union*, Case No. 1:23-cv-00576, in the United States District Court for the Eastern District of Virginia, Alexandria Division. This case is a “class action.” That means that the “Named Plaintiffs,” Virginia is for Movers, LLC and Abigail McAllister, are acting on behalf of current and former members of Defendant who were assessed authorize positive, settle negative (“APSN”), and overdraft fees on debit card payments and ATM withdrawals and transfers. The Named Plaintiffs have asserted claims for breach of contract and violations of Regulation E of the Electronic Fund Transfers Act, 12 C.F.R. §§ 1005 *et seq.*

The Named Plaintiffs’ Complaint is posted on the settlement website [[website](#) address] and contains all of the claims asserted against Defendant. Defendant does not deny it charged the fees the Named Plaintiffs are complaining about but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Named Plaintiffs or any Class Member.

### **2. Why did I receive Notice?**

If you received an email or postcard Notice it is because Defendant’s records indicate that you were charged one or more of the overdraft fees that are the subject of this action. The Court directed that this Notice be provided to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

### **3. Why did the parties settle?**

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiffs’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Named Plaintiffs’ lawyers, known as Class Counsel, make this recommendation to the Named Plaintiffs. The Named Plaintiffs have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsels’ opinion, that this settlement is in the best interest of all Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees that are being challenged in this case. And even if it was contractually wrong to assess these fees, there is uncertainty about whether the Named Plaintiffs’ claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiffs were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of

litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

### **WHO IS IN THE SETTLEMENT**

#### **4. How do I know if I am part of the Settlement?**

If you received an email or postcard notice, then Defendant's records indicate that you are a Class Member who is entitled to receive a payment or credit to your account.

### **YOUR OPTIONS**

#### **5. What options do I have with respect to the Settlement?**

You have three options: (1) do nothing and you will receive a payment according to the terms of this settlement; (2) exclude yourself from the settlement ("opt out" of it); or (3) participate in the settlement but object to it. Each of these options is described in a separate section below.

#### **6. What are the critical deadlines?**

There is no deadline to receive a payment. If you do nothing, then you will get a payment and/or debt forgiveness.

The deadline for sending a letter to exclude yourself from or opt out of the settlement is [REDACTED].

The deadline to file an objection with the Court is also [REDACTED].

#### **7. How do I decide which option to choose?**

If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the settlement will not be approved and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still get a payment.

If you want to participate in the settlement, then you don't have to do anything; you will receive a payment and/or debt forgiveness if the settlement is approved by the Court.

#### **8. What has to happen for the Settlement to be approved?**

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the settlement, which is why

you received a Notice. The Court will make a final decision regarding the settlement at a “Fairness Hearing” or “Final Approval Hearing,” which is currently scheduled for [REDACTED].

### **THE SETTLEMENT PAYMENT**

#### **9. How much is the Settlement?**

Defendant has agreed to create a Settlement Fund of \$2,500,000.00. In addition, Defendant has agreed to forgive certain Uncollected Fees, as defined in the Settlement Agreement, in an approximate amount of \$35,530.00.

As discussed separately below, attorneys’ fees, litigation costs, and the costs paid to a third-party Settlement Administrator to administer the settlement (including mailing and emailing notice to Class Members) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class as described in the settlement agreement.

#### **10. How much of the settlement fund will be used to pay for attorney fees and costs?**

Class Counsel will request an award of attorneys’ fees of not more than one-third of the Value of the Settlement. Class Counsel will also request that it be reimbursed for litigation costs incurred in prosecuting the case. The Court will decide the amount of the attorneys’ fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

#### **11. How much of the settlement fund will be used to pay the Named Plaintiffs a Service Award?**

Class Counsel will request that the Named Plaintiffs be paid a service award in the amount of \$15,000 each for their work in connection with this case. The service award must be approved by the Court.

#### **12. How much will my payment be?**

The balance of the Settlement Fund after attorneys’ fees and costs, the service award and the Settlement Administrator’s fees will be divided among all Class Members in accordance with the formulas outlined in the settlement agreement. Current members of Defendant will receive a credit to their accounts for the amount they are entitled to receive, without having to take any action. Former members of Defendant shall receive a check from the Settlement Administrator, without having to take any action. Current and former members of Defendant who incurred Uncollected Fee shall automatically have such fees waived and forgiven.

#### **13. Do I have to do anything if I want to participate in the Settlement?**

No. If you received a Notice, then you will be entitled to receive a payment without having to make a claim, unless you choose to exclude yourself from the settlement, or “opt out.” Payments will be made by credit to your account if you are still a member of Defendant or by check mailed to you if you are no longer a member of Defendant.

#### **14. When will I receive my payment?**



The Court will hold a Fairness Hearing on [REDACTED], at [REDACTED] to consider whether the settlement should be approved. If the Court approves the settlement, then payments should be made or credits should be issued within about 40 to 60 days after the settlement is approved. However, if someone objects to the settlement, and the objection is sustained, then there is no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**15. How do I exclude myself from the settlement?**

If you do not want to receive a payment and/or debt forgiveness, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union* class action. Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt out request must be postmarked by [REDACTED], if sent by mail and sent by \_\_\_\_\_ if emailed. The address to send the request to opt out is as follows:

Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union  
Settlement Administrator  
Attn:

**NAME AND MAIL AND EMAIL ADDRESS OF THE SETTLEMENT  
ADMINISTRATOR**

**16. What happens if I opt out of the settlement?**

If you opt out of the settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment and/or debt forgiveness from this settlement.

**17. If I exclude myself, can I obtain a payment?**

No. If you exclude yourself, you will not be entitled to a payment.

**OBJECTING TO THE SETTLEMENT**

**18. How do I notify the Court that I do not like the settlement?**

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself (opt out) from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document to the Settlement Administrator at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the factual and legal reasons why you

object, and whether you intend to appear at the hearing. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature.

All objections must be post-marked no later than [REDACTED], and must be mailed to the Settlement Administrator as follows:

<b>SETTLEMENT ADMINSTRATOR</b>
Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union Settlement Administrator Attn: <b>NAME AND ADDRESS OF THE SETTLEMENT ADMINISTRATOR</b>

**19. What is the difference between objecting and requesting exclusion from the settlement?**

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to a payment and/or debt forgiveness if the settlement is approved, but you will release claims you might have against Defendant. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a payment and/or debt forgiveness or release claims you might have against Defendant for the claims alleged in this lawsuit.

**20. What happens if I object to the settlement?**

If the Court sustains your objection, or the objection of any other Class Member, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

**THE COURT’S FAIRNESS HEARING**

**21. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval or Fairness Hearing at [REDACTED] on [REDACTED], 2025 at the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse 401 Courthouse Square, Alexandria, VA 22314, Courtroom of the Hon. David J. Novak. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys’ fees and expenses.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, you do not need to be present for the Court to consider it.

**23. May I speak at the hearing?**

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 18, above, the statement, “I hereby give notice that I intend to appear at the Final Approval Hearing.”

**THE LAWYERS REPRESENTING YOU**

**24. Do I have a lawyer in this case?**

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel” will represent you and the other Class Members.

**25. Do I have to pay the lawyer for accomplishing this result?**

No. Class Counsel will be paid directly from the Settlement Fund.

**26. Who determines what the attorneys’ fees will be?**

The Court will be asked to approve the amount of attorneys’ fees at the Fairness Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the website established by the Settlement Administrator, [insert website] (for free), through Public Access to Court Electronic Records (PACER), <https://pacer.uscourts.gov> (for a fee), or by requesting a copy from the Settlement Administrator.

**GETTING MORE INFORMATION**

This Notice only summarizes the proposed settlement. More details are contained in the settlement agreement, which can be viewed/obtained online at [[WEBSITE](#)] or by requesting copies from the Settlement Administrator.

For additional information about the settlement and/or to obtain copies of the settlement agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union Settlement Administrator  
Attn:

**NAME AND MAIL AND EMAIL ADDRESS OF THE SETTLEMENT ADMINISTRATOR**

For more information you also can contact the Class Counsel as follows:

Lynn A. Toops  
Vess A. Miller  
Lisa M. La Fornara  
COHEN & MALAD, LLP  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
Telephone: (317) 636-6481  
[ltoops@cohenandmalad.com](mailto:ltoops@cohenandmalad.com)  
[vmiller@cohenandmalad.com](mailto:vmiller@cohenandmalad.com)  
[llaforlara@cohenandmalad.com](mailto:llaforlara@cohenandmalad.com)

-And-

J. Gerard Stranch, IV  
STRANCH, JENNINGS & GARVEY, PLLC  
223 Rosa L. Parks Ave., Suite 200  
Nashville, TN 37203  
Telephone: (615) 254-8801  
[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)

-And-

Devon J. Munro  
MUNRO BYRD, P.C.  
120 Day Ave. SW, First Floor  
Roanoke, VA 24016  
Telephone: (540) 283-9343  
[dmunro@trialsva.com](mailto:dmunro@trialsva.com)

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***

## Exhibit 2

### COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You may be a member of the settlement class in *Virginia is for Movers, LLC, et. al. v. Apple Fed. Credit Union*, in which Plaintiffs allege that defendant Apple Federal Credit Union (“Defendant”) incorrectly assessed certain overdraft fees from **January 7, 2021 to March 31, 2024**. If you are a Class Member and if the Settlement is approved, you may be entitled to receive a cash payment from the \$2,500,000.00 and/or forgiveness **of certain uncollected overdraft fees**.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on **[PARTIES TO INSERT DATE]**. At that hearing, the Court will consider whether to grant final approval to the settlement, and whether to approve payment from the Settlement Fund of up to **\$15,000** as a **service award** to each of the named plaintiffs, up to one-third of the Value of the Settlement as attorneys’ fees, and reimbursement of costs to the attorneys and the Settlement Administrator. If the Court grants final approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your account, make a payment by check to you if you are no longer a member, and/or to forgive certain overdraft fees.

*If you do not want to participate in this settlement—you do not want to receive a credit or cash payment or the forgiveness of certain overdraft fees and you do not want to be bound by any judgment entered in these cases—you may exclude yourself by emailing or mailing an opt-out request by no later than **[PARTIES TO INSERT DATE]**. If you want to object to this settlement because you think it is not fair, adequate, or reasonable, you may object by mailing a written objection postmarked no later than **[PARTIES TO INSERT DATE]**. You may learn more about the settlement and the opt-out and objection procedures by visiting **[PARTIES TO PROVIDE WEBSITE ADDRESS]** or by calling **[Insert Phone #]**.*