

**STATE OF MICHIGAN  
IN THE 22ND JUDICIAL CIRCUIT FOR  
THE COUNTY OF WASHTENAW**

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AMANDA JONES, LAGREGORY  
BONNER, and KIMBERLEY L.  
ROTMAN, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

Case No. 20-000240-CK

LAKE MICHIGAN CREDIT UNION,

Defendant.

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**PRELIMINARY APPROVAL ORDER**

Plaintiffs Amanda Jones, LaGregory Bonner, and Kimberley Rotman (“Class Representatives”) and Defendant Lake Michigan Credit Union (“Defendant”), by their respective counsel, have submitted a Class Action Settlement Agreement (“Settlement Agreement”) and have applied under MCR 3.501 for an order: (1) preliminarily approving the terms and conditions set forth in the Settlement Agreement, (2) certifying a class for purposes of providing notice to the Class, (3) approving the form and method of notice to the Class, and (4) scheduling a final approval hearing to consider final approval of the Settlement Agreement. The Court has given due consideration to the terms of the Settlement Agreement, the exhibits to the Settlement Agreement, the submissions in support of preliminary approval of the Settlement Agreement, and the record of proceedings, and now finds that the proposed Settlement Agreement should be preliminarily approved pending notice to

the members of the Settlement Class and a final hearing on whether the Settlement Agreement is fair, reasonable, and adequate to the Class.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement between Class Representatives and Defendant.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that, solely for the purposes of settlement and notice, the requirements of MCR 3.501 have been met, specifically:
  - a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
  - b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit that predominate over questions affecting only individual members;
  - c. The Class Representatives’ claims are typical of the claims of the class;
  - d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the class;
  - e. A class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.

Neither this Order nor the above paragraph may be cited as authority or precedent by either Party and shall not stand as support of a motion for class certification in any other case where certification is contested.

The Court therefore **CERTIFIES** the following Plaintiff Class for settlement purposes only:

All persons (as that term is defined in the Michigan Credit Union Act) who, while members of Defendant, were charged any of the Relevant Fees between February 28, 2014, and the date the Preliminary Approval Order is entered. Excluded from the Settlement Class are Defendant's current and former officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns. Also excluded are any judges who have presided over this matter and their immediate families and judicial staff.<sup>4</sup>

4. The Court finds that the terms of the Settlement Agreement are within the range of a fair, reasonable, and adequate settlement between the Class and Defendant under the circumstances of this case. The Court therefore preliminarily approves the Settlement Agreement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions of the Settlement Agreement that are triggered by such preliminary approval.

5. The proposed Notice of Class Action Settlement in the form attached to the Settlement Agreement as Exhibit "B," and the manner of distribution of such

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<sup>4</sup> "Relevant Fees" means the fees complained of in the Complaint, including the assessment and collection of (1) "Withdrawal Courtesy Pay" fees and "Withdrawal Overdrawn ACH" fees on accounts that were never actually overdrawn; (2) overdraft fees on transactions that were previously authorized on sufficient funds; (3) non-sufficient funds or overdraft fees assessed on the second or third presentments of a check or share draft or ACH Debit; (4) "Withdrawal Overdrawn ACH" or "Withdrawal Overdrawn" fees that Plaintiffs never agreed to pay; (5) "Withdrawal Non-LMCU ATM Fees"; and (6) overdraft fees on ATM or one time debit card transactions.

Notice by email and/or direct mail, are hereby approved by this Court as the best notice practicable to the Class. The proposed long form notice attached to the Settlement Agreement as Exhibit “B-1” and the manner of distribution of such by posting to the settlement website are hereby approved by the Court. The form and manner of notice proposed in the Settlement Agreement comply with the Michigan Court Rules and the requirements of Due Process.

6. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at 1:30 p.m., on September 28, 2022, at the Washtenaw County Circuit Court or via video or teleconference, for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel’s application for an award of attorneys’ fees from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification and without further notice to the Class.

7. The Settlement Administrator shall email and/or mail, or cause to be sent to each member of the Settlement Class (in accordance with the Settlement Agreement) by the latter of thirty (30) days of receiving the Class List or fourteen (14) days of this Order, a copy of the Notice in the form attached to the Settlement Agreement as Exhibit “B.” Notice shall be sent in the manner set forth in the

Settlement Agreement. The Notice shall provide a password for class members on the Class List to gain access to a website which, behind the password protected home page, shall contain the Notice that is attached to the Settlement Agreement as Exhibit “B-1.”

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must: (i) state that the Class member wishes to “opt-out” or request “exclusion” from the Class; (ii) contain the full name, current address, and telephone number of the person requesting exclusion; (iii) contain the title of the Lawsuit: “*Jones v. Lake Michigan Credit Union*;” (iv) be signed by the person requesting exclusion; and (v) be sent to the Settlement Administrator by U.S. mail with a postmark on or before the “Exclusion Deadline” as defined in the Settlement Agreement. Members of the Settlement Class who submit a timely and valid request for exclusion from the Class shall not participate in and shall not be bound by the Settlement Agreement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement Agreement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the Lawsuit: “*Jones v. Lake Michigan Credit Union*” with the case number (iii) state the reasons for the Class member’s objection; (iv) be

accompanied by any evidence, briefs, motions, or other materials the Class Member intends to offer in support of the objection; (v) be signed by the Class Member; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than the “Objection Deadline” (as defined in the Settlement Agreement) to the Clerk of the Court, Class Counsel, and Counsel for Defendant. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she must file with the Court and serve on Class Counsel and Counsel for the Defendant a Notice of Intention to Appear no later than fifteen (15) days before the Final Approval Hearing.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance

must be served on Class Counsel and counsel for Defendant in accordance with the Michigan Court Rules.

13. Not more than ten (10) days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel a Notice of Settlement Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Agreement, and Class Counsel shall promptly file the list with the Court.

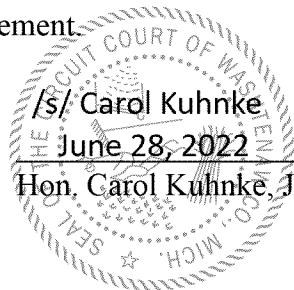
14. Prior to the Final Approval Hearing, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials.

15. Defendants have agreed to pay \$5,500,000 as the Settlement Fund, which is required to be paid into the Escrow Account 14 days following entry of this Order approving this Settlement to be held for the benefit of the Settlement Class and subject to further Court order.

16. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representative and Defendant, and all Orders issued pursuant to the Settlement Agreement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

**SO ORDERED.**



/s/ Carol Kuhnke  
June 28, 2022  
Hon. Carol Kuhnke, Judge

Approved as to form, only:

/s/ Marc Lipton  
Marc Lipton (P43877)

/s/ Charles J. Holzman  
Charles J. Holzman (P35625)

Kyle J. Kelly (P69863)  
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