

**IN THE CHANCERY COURT OF TENNESSEE  
FOR THE TWENTIETH JUDICIAL DISTRICT  
AT NASHVILLE**

**If you were assessed Overdraft Fees by Old Hickory Credit Union,  
you could get a payment from a class action settlement.**

*A Tennessee court authorized this notice. This is not a solicitation from a lawyer.*

- The settlement provides \$500,000 (the “Settlement Fund”) to settle claims relating to Overdraft Fees assessed by Old Hickory Credit Union based on Available Balances for debit card or ATM transactions between January 1, 2013 and December 31, 2018, when the account’s Ledger Balance was positive.
- Class Members who do nothing will automatically receive a credit to their Old Hickory Credit Union account if they are current account holders or a check if they are past account holders. These payments will be from the Net Settlement Fund based on a percentage of the amount of Overdraft Fees paid. You are a Class Member if this notice was addressed to you.
- Your legal rights are affected, so please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	<b>Automatically receive an account credit or a settlement check once the settlement is finally approved.</b> Give up the right to bring a separate lawsuit about the same issue.
<b>EXCLUDE YOURSELF</b>	Get no benefits from the settlement. Keep the right to bring a separate lawsuit about the same issue at your own expense.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement. If the settlement is approved, you will still automatically receive a settlement check, and give up the right to bring a separate lawsuit about the same issue.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why did I get this notice?

The records of Old Hickory Credit Union (“OHCU”) show that you were assessed an Overdraft Fee based on your account’s Available Balance for a debit card or ATM transaction between January 1, 2013 and December 31, 2018, when the account’s Ledger Balance was positive. Because of this, you are a Class Member, and you may be affected by a class action settlement.

The Court sent you this notice because you have a right to know about the proposed class action settlement, and about your options, before the Court decides whether to approve the settlement. If you do nothing and the Court approves the settlement, and after any appeals are resolved, your account will be credited if you are a current account holder, or the settlement administrator will send you the payment if you are no longer an account holder, which is provided for in the settlement, and your claims will be released.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

The Court in charge of the case is the Davidson County, Tennessee Chancery Court, and the case is known as *Graves v. Old Hickory Credit Union*. The person who sued is called the Plaintiff, and the credit union they sued, OHCU, is called the Defendant.

### 2. What is the lawsuit about?

The lawsuit claims that OHCU improperly assessed Overdraft Fees based on an account’s Available Balance for debit card and ATM transactions between January 1, 2013 and December 31, 2018, when the account’s Ledger Balance was positive. OHCU denies that it did anything wrong. OHCU claims that it was allowed to assess Overdraft Fees in that situation.

### 3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Dollie Graves) sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

## WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

### 5. How do I know if I am part of the settlement?

If this notice is addressed to you then you are a Class Member, you will be a part of the settlement, and you will receive the benefits of the settlement, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 6. What does the settlement provide?

The Defendant has agreed to pay \$500,000 to settle this case. The Defendant has also agreed to pay for the costs of this notice and for the costs of distributing the settlement benefits, so that those expenses do not reduce the amounts available to pay to Class Members. The Defendant has also agreed to make changes to its Deposit Account Contract to address the Overdraft Fees challenged in this Lawsuit.

### 7. What can I get from the settlement?

After deducting the attorneys' fees and expenses and service award to the Class Representative approved by the Court, there will be a Net Settlement Fund available for distribution to Class Members. Each Class Member will be paid from this fund on a pro rata basis, based on the amount of Overdraft Fees assessed against the Class Member for debit card or ATM transactions where their Ledger Balance was positive. For example, a Class Member who was assessed \$1,000 in Overdraft Fees will receive a check for twice as much as a Class Member who was assessed \$500 in Overdraft Fees.

The actual amount of any Class Member's check will be determined based on the following formula:

$$\text{Class Member's Pro Rata \%} = \frac{\text{Overdraft Fees Assessed Against That Class Member on Debit Card or ATM Transactions when Ledger Balance was Positive}}{\text{Total of Overdraft Fees Assessed Against All Class Members on Debit Card or ATM Transactions when Ledger Balance was Positive}}$$
$$\text{Class Member's Distribution} = \text{Class Member's Pro Rata \%} \times \text{Net Settlement Fund}$$

### 8. What do I need to do to receive a payment from the settlement?

You do not need to do anything to receive a payment from the settlement. As long as you do not exclude yourself, you will receive a settlement payment if the settlement is approved and becomes final. If your address changes, however, please call the number at the bottom of this notice to report the address change so that your payment reaches you.

### 9. When would I get my payment?

The Court will hold a hearing on **August 19, 2019** to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

### 10. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against OHCU relating to the legal claims in *this* case. It also means that all of the Court's orders will apply to you. Once the settlement is final your claims relating to *this* case will be released.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

### 11. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Graves v. Old Hickory Credit Union*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **July 12, 2019** to:

*Graves v. Old Hickory Credit Union Exclusions*  
P.O. Box 404000  
Louisville, KY 40233-4000

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

**12. If I don't exclude myself, can I sue later for the same thing?**

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember that the exclusion deadline is **July 12, 2019**.

**13. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you are not eligible for any money from this settlement.

**THE LAWYERS REPRESENTING YOU**

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

The Court appointed the law firms of Cohen & Malad, LLP, Branstetter Stranch & Jennings, PLLC, and The Johnson Law Firm to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys' fees and expenses of up to 33 1/3% of the Settlement Fund, and a payment of \$3,000 to the Class Representative, to be paid from the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

**16. How do I tell the Court that I don't like the settlement?**

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. The Court will consider your views. To object, you must send a letter saying that you object to *Graves v. Old Hickory Credit Union*. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement. You must mail the objection to three different places, postmarked no later than **July 12, 2019**:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk & Master Davidson County Chancery Court 1 Public Square Suite 308 Nashville, TN 37201	Lynn Toops Cohen & Malad, LLP One Indiana Square Suite 1400 Indianapolis, IN 46204	M. Clark Spoden Burr & Forman LLP 222 Second Avenue South Suite 2000 Nashville, TN 37201

**17. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because this case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at **9:00 a.m. on August 19, 2019** at the Davidson County Chancery Court, 1 Public Square, Nashville, TN 37201. 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 will listen to people who have asked to speak at the hearing and complied with question 20 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

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

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

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

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Graves v. Old Hickory Credit Union*." You must include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must be postmarked no later than **July 22, 2019**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed under question 16 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

If you do nothing, you will be a part of this settlement, and you will receive the payments provided by the settlement once it becomes final. In exchange for the payment, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims brought in this case.

**GETTING MORE INFORMATION**

**22. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement on file with the Court. You can also call toll-free 1-855-634-2459, and Class Counsel will answer any questions you have. Be sure to state that you are calling about the *Graves v. Old Hickory Credit Union* settlement.