

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

MINNIE PEARL (POE) LANDRUM,
individually, and on behalf of a Class of all
others similarly situated,

Plaintiff,

vs.

Case No. 08-441-CV-W-DW

MEADOWS CREDIT UNION,

Defendant.

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND OF SETTLEMENT HEARING**

A Court authorized this Notice. This is not a solicitation from a lawyer.

This Notice may affect your rights. Please read it carefully!

**YOU ARE A MEMBER OF A CLASS OF PERSONS
WHO OBTAINED A MOTOR VEHICLE LOAN OR FINANCING FROM**

MEADOWS CREDIT UNION

IN CONNECTION WITH THE

CENTRIX FINANCIAL PORTFOLIO MANAGEMENT PROGRAM

**YOU MAY BE ENTITLED TO RECEIVE A SUBSTANTIAL MONETARY PAYMENT
AND OTHER RELIEF IN CONNECTION WITH A CLASS ACTION SETTLEMENT.**

Class Members who do not exclude themselves from the settlement will receive a monetary payment ranging from an estimated \$445.14 to \$3904.35 (and \$2,200.16 on average) in addition to other relief pursuant to a class action settlement reached with Meadows Credit Union.

You can review what plaintiff's counsel currently estimates the amount of their "Meadows Credit Union Settlement Class Member Payment" to be by visiting the website of plaintiffs' counsel, www.wbsvlaw.com, and clicking on the link "Meadows Credit Union Settlement."

I. GENERAL INFORMATION

A. What is this Lawsuit About?

A class action lawsuit was commenced on April 23, 2008 by Ms. Minnie Pearl (Poe) Landrum in the Circuit Court of Jackson County, Missouri alleging violations of Missouri law by the Meadows Credit Union with respect to motor vehicle loans made to Missouri residents and repossessions occurring in connection with those loans. The lawsuit is now pending in the United States District Court for the Western District of Missouri, before the Honorable Dean Whipple. On August 4, 2010 the Court issued an order certifying this matter as a class action lawsuit. A Notice of Class Action was mailed to you in September 2010.

The Plaintiff filed the lawsuit on her own behalf, and on behalf of a proposed Class of other persons (1) who obtained motor vehicle loans or financing from the Meadows Credit Union in connection with a "Portfolio Management Program" administered by Centrix Financial, LLC; and (2) who were issued Certificates of Title by the State of Missouri that identified the Meadows Credit Union as the "lienholder," and (3) had said motor vehicle repossessed.

In her lawsuit, the Plaintiff alleges, among other things, that Meadows Credit Union violated certain provisions of the Missouri Uniform Commercial Code, Mo. Rev. Stat, §§ 400.1-101, *et seq.*, after it repossessed her and the Class members' motor vehicles by failing to send notices containing specific information as required by the Uniform Commercial Code.

Plaintiff also alleges that Meadows Credit Union violated Missouri's Merchandising Practices Act by the commission of a number of unlawful and deceptive practices in connection with its motor vehicle financing program and repossession activities, including the targeting of subprime borrowers, the assessment of hidden finance charges and fees in connection with the borrower loans which were used to make undisclosed payments to Centrix Financial and the motor vehicle dealers and to purchase undisclosed insurance protecting it from borrower defaults.

Plaintiff also alleges that the conduct of the Meadows Credit Union was outrageous, willful, wanton and malicious, and otherwise showed a complete indifference to and conscious disregard of the rights of Plaintiff and the other members of the Class such that punitive damages are appropriate and warranted.

Meadows Credit Union denies all of plaintiffs' allegations. Meadows Credit Union also denies that it is responsible or liable for any damages to Plaintiff or the Class in the lawsuit.

B. Who is the Class Representative?

As part of its certification order, the Court designated the named Plaintiff in this lawsuit, Ms. Minnie Pearl Landrum, to act as the Representative of the Class.

C. Who is Counsel for the Class?

The Court has appointed R. Frederick Walters, J. Michael Vaughan, Kip D. Richards, and Garrett M. Hodes of the law firm, Walters Bender Strohhahn & Vaughan, P.C., as Counsel for the Class. The address of Class Counsel is:

Walters Bender Strohhahn & Vaughan, P.C.
2500 City Center Square
1100 Main Street
Kansas City, Missouri 64105
(816) 421-6620
(816) 421-4747 (Facsimile)
www.wbsvlaw.com

D. Who is the Defendant in this Lawsuit?

The Meadows Credit Union is the Defendant in this lawsuit.

The Meadows Credit Union expressly denies any wrongdoing as alleged by the Plaintiff and denies that the Plaintiff is entitled to any relief.

II. WHY ARE YOU RECEIVING THIS NOTICE?

Plaintiff Minnie Pearl Landrum, as a member and representative of the Class, and Meadows Credit Union have now agreed to settle and resolve the lawsuit as between them on terms that are summarized in this Notice. The complete details of the proposed Settlement are contained in a “Settlement Agreement and Release” (the “Agreement”) that the Plaintiff and Meadows Credit Union (hereinafter collectively, the “Parties”) filed with the Court.

On November 23, 2011, the Court preliminarily approved the proposed settlement as fair, reasonable, and adequate. The Court will conduct a “fairness hearing” on **March 8, 2012** to consider, among other things, whether the settlement should be finally approved. The proposed settlement will become effective only if it is finally approved by the Court.

This Notice is merely to tell you about this Class Action Settlement and to inform you of your rights and options as a member of the Settlement Class. According to the parties’ records, you are a member of the Settlement Class and will be covered by the settlement.

How is the Settlement Class Defined?

The Settlement Class includes all persons who:

- (1) obtained a motor vehicle loan or financing from Defendant Meadows Credit Union in conjunction with the PMP (“Portfolio Management Program”) administered by Centrix Financial; and
- (2) obtained a Missouri Certificate of Title for that motor vehicle identifying Defendant Meadows Credit Union as the lienholder; and

- (3) had said motor vehicle repossessed.

III. THE TERMS OF THE PROPOSED SETTLEMENT

As noted, the proposed settlement will only become effective if approved by the Court. If the proposed settlement is approved, the Court will enter a judgment that releases and discharges Meadows Credit Union and certain other persons from all claims that were or could have been asserted against them in the lawsuit. The claims released in connection with the settlement are further discussed and set out in Section VII of this Notice.

The following is only a summary of some of the terms and conditions of the proposed settlement. For more information, you may obtain a copy of the executed Agreement by contacting Plaintiff's Counsel at the address listed on this Notice, or by visiting the website of Plaintiff's Counsel, www.wbsvlaw.com, and clicking on the link "Meadows Credit Union Settlement."

In connection with the settlement, Meadows Credit Union has agreed to provide the Class Members with the following benefits ("the Gross Settlement Fund"):

A. *Gross Cash Fund:* The Meadows Credit Union has agreed to make a monetary payment of \$1,850,000.00 to the Class. This amount is the "Gross Cash Fund."

The Gross Cash Fund will be used to pay (1) each "Settlement Class Member Payment"; (2) Plaintiff's litigation costs and expenses; (3) an incentive award to Plaintiff; and (4) Plaintiff's Counsel's attorneys' fees.

B. *Gross Monetary Sum of Write-Offs:*

1. **Deficiency Write-Off.** In connection with the settlement, Meadows Credit Union will close all accounts and write off any balances owed or that are claimed to be remaining as a deficiency on the Settlement Class Members' motor vehicle loans, including judgment balances, in connection with their motor vehicle loan or financing from Meadows Credit Union in connection with the Portfolio Management Program. Meadows cannot control other entities or third parties, such as other credit unions or insurance companies, that attempt collection on any such deficiencies. The sum of account or deficiency balances that Meadows cannot collect is: \$1,124,673.31. This amount is called the "Deficiency Write-Off."

2. **Judgment Write-Off.** In connection with the settlement, Meadows Credit Union will file satisfactions of judgment for all members of the Class that Meadows has knowledge of who have judgments entered against them in connection with their motor vehicle loan or financing from Meadows Credit Union in connection with the Portfolio Management Program. This amount is called the "Judgment Write-Off."

3. **Credit Bureau Reporting.** In connection with the settlement, Meadows Credit Union will use its best efforts to request that the national credit reporting agencies delete

any reporting of the trade line(s) associated with the Settlement Class Members' Meadows Credit Union accounts that relate to the Portfolio Management Program.

4. **IRS Private Letter Ruling.** In connection with the settlement, Meadows Credit Union will request a Private Letter Ruling from the IRS supporting the parties' position that the Settlement Class Members are not obligated to report the amount of any Deficiency Write-Off or Judgment Write-Off received by them pursuant to this settlement. Meadows Credit Union has no control over the IRS' ruling, if any, on such request.

Notwithstanding the IRS Private Letter Ruling, Settlement Class Members will also be responsible for paying any taxes determined to be due on the monetary Settlement Class Member Payment received. Settlement Class Members are strongly encouraged to consult with their own tax professional concerning the tax effects of any money received an/or forgiven pursuant to this Settlement. Plaintiff's Counsel cannot provide you with any tax advice.

How Much Money Will I Receive?

If the Court approves the proposed Settlement, the members of the Settlement Class who do not exclude themselves from the Settlement will receive a "Settlement Class Member Payment" ranging from an estimated \$445.14 to \$3,904.35.

The amount of each "Settlement Class Member Payment" is calculated as the *pro rata* share of the "Net Distributable Settlement Fund" and is determined for each Settlement Class Member loan based on the statutory damages available for violations of Missouri's Uniform Commercial Code, at §400.9-625(c) RSMo, which figure is based upon the approximate amount financed and the finance charge imposed in connection with the loan as set forth on your Retail Installment Contract and Security Agreement.

The "Net Distributable Settlement Fund" is determined by deducting the following amounts from the "Gross Cash Fund":

- (1) The amount of any incentive award made to the Plaintiff Minnie Pearl Landrum by the Court;
- (2) The amount of any litigation expenses and/or court costs awarded to Plaintiff's Counsel by the Court; and
- (3) The amount of attorneys' fees awarded to Plaintiff's Counsel by the Court.

The "Net Distributable Settlement Fund" is estimated to be \$990,070.44.

The amount of the incentive, expense and attorney's fees awards that the Plaintiff and Plaintiff's Counsel will ask the Court to approve and make are explained in Section VI of this Notice. The Plaintiff and Plaintiff's Counsel will ask the Court to award them a percentage of the Gross Settlement Fund, in an amount not to exceed \$825,000, as an attorney's fee award to

Plaintiff's Counsel for their services and work in this case and the Settlement with Meadows Credit Union.

Settlement Class Members can review what Plaintiff's Counsel currently estimates the amount of their individual Settlement Class Member Payment to be by visiting the website of Plaintiffs' Counsel, www.wbsvlaw.com, and clicking on the link "Meadows Credit Union Settlement."

If the Court approves the Settlement, the members of the Settlement Class who do not exclude themselves from the Settlement will receive their Settlement Class Member Payment for the loan by check. The check will be mailed by Plaintiff's Counsel and will not come from Meadows Credit Union directly. Joint borrowers, such as a husband and wife, will receive a single payment per loan, notwithstanding any separation or divorce. Any Settlement Class Member who receives a payment under the Settlement is personally and solely responsible for distributing or allocating the payment between or among any co-borrower(s), or any persons having received an assignment by operation of law or otherwise of the right, title or interest of or to the Settlement Class Members Payment, regardless of whether the check is made payable to all, none or only some of the Settlement Class Member's co-borrowers and/or assignees.

IV. YOUR OPTIONS WITH RESPECT TO THE SETTLEMENT

You have a choice. You can remain a member of the Class and recover the settlement benefits *or* you have the right to exclude yourself from the Class so that you do not recover the settlement benefits. You may also enter an appearance in the action or you may seek to intervene directly in this lawsuit through your own independently-retained attorney at your own expense. Each of these choices has consequences, which you should understand before making your decision.

A. *What do I need to do to participate in the Settlement?*

Nothing. You are currently a member of the Settlement Class and will participate in the Settlement and will receive the estimated sum as stated above unless you exclude yourself from the Settlement in accordance as set forth below.

If you change your address, please contact Plaintiff's Counsel at the address provided below.

B. *Can I exclude myself from the settlement?*

Yes. The Court will exclude from the Class any member who requests exclusion. If you exclude yourself from the Settlement, you will ***not*** receive any payment from the Settlement Fund, and you will ***not*** be bound by any Final Order and Judgment entered in the case with respect to the Settlement Class. You will be free to continue pursuing whatever legal rights or claims you may have against the Meadows Credit Union and others.

To exclude yourself from the Settlement, you must send a request for exclusion by first-class mail, postage prepaid, to Plaintiffs' Counsel and Defendant's Counsel as set forth below:

Class Counsel:

R. Frederick Walters
Garrett M. Hodes
Walters Bender Strohbehn & Vaughan, P.C.
2500 City Center Square
1100 Main Street
Kansas City, Missouri 64105

Counsel for Defendant Meadows Credit Union:

Ms. Cathy J. Dean
Mr. Travis Salmon
POLSINELLI SHUGHART PC
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105

To be effective, your request for exclusion must be in writing and be **received** by Plaintiff's Counsel and Defendant's Counsel at the addresses below on or before **January 13, 2012**. The request for exclusion must include: (a) your name, address, telephone number and the last four digits of your social security number; (b) a statement that you and all other borrowers named on the promissory note for your loan are seeking exclusion from the Settlement; (c) your signature and the signature of any other borrower(s) named on the promissory note for your loan; and (d) a reference to "*Landrum v. Meadows Credit Union*, Case No. 08-441-CV-W-DW"

The request for exclusion must be signed personally by you and any other borrower(s) named on the Retail Installment Contract and Security Agreement for your loan or the personal representative of any such person if deceased or legally incompetent. No request for exclusion may be made on behalf of a group of Settlement Class Members. Nor may any member of the Settlement Class opt out or exclude himself or herself from the Settlement Class by having an agent or attorney sign and submit an exclusion request form on his or her behalf. A request for exclusion form must be signed personally by you and any other borrower(s) named on the promissory note for your loan.

If the request for exclusion is not timely received, or if you choose not to exclude yourself from the Settlement, you will be included in the Settlement Class and will be bound by any Final Order and Judgment entered with respect to the Settlement Class. You also will be legally bound by the proposed Settlement if it is approved, including the provisions releasing Meadows Credit Union and certain other entities from the Released Claims, as is more fully described in the Agreement.

If you want to receive a Settlement Class Member payment as described above in Section III of this Notice, do **not** submit a request for exclusion.

V. WHY, WHEN AND WHERE WILL A FAIRNESS HEARING BE HELD?

A hearing on whether to grant final approval of the settlement will be held before the Honorable Dean Whipple of the United States District Court for the Western District of Missouri on **March 8, 2012**, in the Charles Evans Whittaker Courthouse, 400 East Ninth Street, Kansas City, Missouri 64106 (the “Fairness Hearing”).

There is no need for you to attend the Fairness Hearing if you simply wish to benefit from the proposed settlement.

The purpose of the Fairness Hearing is to determine, among other things: (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate; (b) whether Plaintiff Minnie Pearl Landrum (the “Named Plaintiff”) is an adequate representative of the Settlement Class; (c) whether Plaintiff’s Counsel is entitled to attorney’s fees and expenses and, if so, how much; (d) whether the Named Plaintiff should be entitled to a payment for his services and, if so, how much; and (e) whether the Final Order and Judgment should be entered dismissing the Lawsuit with prejudice on the merits as to Defendant Meadows Credit Union. The Court has the power to adjourn or reschedule the Fairness Hearing from time to time without further notice of any kind.

At the Fairness Hearing, the Court will consider the statements of the parties and any objections that may have been made. Any member of the Settlement Class who has not filed a timely written Request for Exclusion has the right to object to the proposed Settlement. If you want to object, you must file a written objection with the Clerk of Court for the United States District Court for the Western District of Missouri, Charles Evans Whittaker Courthouse, 400 East Ninth Street, Kansas City, Missouri 64106 no later than **January 13, 2012**.

All persons wishing to object must also send a copy of their written objection to Plaintiffs’ Counsel and Defendant’s Counsel (the names and addresses are set forth above). The objection must include: (a) your name, address, and telephone number; (b) a statement that you object to the proposed Settlement; (c) a specific statement explaining why you object to the proposed Settlement; (d) copies of all documents you wish the Court to consider in connection with your objection; (e) the names of all witnesses, and the report from any proposed experts you intend to call at the Fairness Hearing; (f) copies of any other loan documents upon which you rely for your objection; (g) if the objector is represented by counsel, a detailed description of the legal authorities supporting each objection; and (h) a reference to “*Landrum v. Meadows Credit Union*, Case No. 08-441-CV-W-DW.”

Any member of the Settlement Class who has not filed a timely written request for exclusion has the right to appear and/or enter an appearance at the Fairness Hearing. If you wish to appear at the hearing you or your attorney must: (a) file a Notice of Appearance with the Clerk of Court no later than **January 13, 2012**; and (b) serve the Notice of Appearance on Plaintiff’s Counsel and Defendant’s Counsel. Any subjects to be raised at the Fairness Hearing must be contained in a written objection filed with the Court in the manner set out above. If you wish to call witnesses or present other evidence at the Fairness Hearing, you must state the identity of the

witnesses and identify any documents or other evidence you intend to present in your Notice of Appearance.

Any member of the Settlement Class who has not filed a timely written request for exclusion may also request to intervene in the Lawsuit, in person or through an attorney retained at the Settlement Class Member's own expense. A request or motion to intervene must be in writing and reference to "*Landrum v. Meadows Credit Union*, Case No. 08-441-CV-W-DWF" and otherwise comply with the Federal Rules of Civil Procedure and applicable law. A request to intervene must be filed with the Clerk of Court for the United States District Court for the Western District of Missouri, Charles Evans Whittaker Courthouse, 400 East Ninth Street, Kansas City, Missouri 64106 no later than **January 13, 2012**. Any persons wishing to intervene must also send a copy of their written request to intervene to Plaintiff's Counsel and Defendant's Counsel at the addresses above.

Any member of the Settlement Class who does not comply with the above requirements shall be deemed to have waived all objections to and shall be forever foreclosed from challenging the proposed Settlement.

VI. THE REASONS FOR SETTLEMENT

The Plaintiff and Defendant Meadows Credit Union have agreed to the settlement after considering, among other things, (i) the substantial benefits available to the Settlement Class under the terms of the Agreement; (ii) the attendant risks and uncertainty of litigation, especially in complex litigation such as this, as well as the difficulties and considerable delays inherent in such litigation; (iii) the vigorousness of the defenses asserted by Defendant Meadows Credit Union; (iv) the desirability of consummating the Settlement promptly to provide effective relief to the Settlement Class; and (v) the financial status of Meadows Credit Union.

Except as set forth below, the Court has not ruled on the merits of the Settlement Class Members' claims or Defendant's defenses in this case, and Defendant Meadows Credit Union has denied and continues to deny the claims asserted against it. Meadows Credit Union denies and continues to deny all charges of wrongdoing or liability against it arising out of or relating to any of the conduct, statements, acts, or omissions alleged, or that could have been alleged in the Lawsuit. Nonetheless, Meadows Credit Union has concluded that further litigation and a trial of the claims would be protracted, burdensome, and expensive, and that it is desirable that the lawsuit be fully and finally settled as against Meadows Credit Union in the manner and on the terms and conditions set forth in the Agreement.

The Court has determined there was a failure to send a pre-sale notice to each of the Class Members and/or that the pre-sale notice that was sent to the Class Members failed to comply with or contain the information required by §400.9-614 RSMo such that Meadows cannot collect any deficiency balances from the Class Members.

VII. WILL THE PLAINTIFF OR PLAINTIFF'S COUNSEL RECEIVE COMPENSATION?

Yes. The Plaintiff, as representative of the Settlement Class, will make an application to the Court for approval of what is called an "incentive award." Such awards are used and made in class action lawsuits to provide an "incentive" to individuals like Ms. Landrum to file and prosecute class action lawsuits for the benefit of a class of people they do not know. The award also compensates the representatives of a class for their work and time (in this case over 4 years of service) as class representative (being interviewed and deposed, reviewing documents, traveling to Kansas City, and meeting and conferring with class counsel, etc.)

Here, Plaintiff will ask the Court to approve and make an incentive award to her in this case of up to \$15,000 for her time, services and expenses throughout the course of the Lawsuit. Defendant Meadows Credit Union will not object to the Plaintiff's application, but the Court must still determine and approve the amount of any incentive award to be made as reasonable. Any incentive award made to the Plaintiff will be paid from the Gross Monetary Settlement Fund in order to determine the Net Distributable Settlement Fund, as described in Section III above.

Plaintiff's Counsel and/or Plaintiff will also request the Court to approve an award of their litigation costs and expenses and attorneys' fees. Plaintiff's Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all of the litigation costs, expenses and attorneys' fees associated with the lawsuit since its investigation of Plaintiff's claims in this lawsuit began in 2006. Plaintiff's Counsel has not yet been paid for their work or received reimbursement for the expenses incurred or advanced on behalf of the Plaintiffs and the members of the Settlement Class and the other members of the Litigation Class.

The Court must determine and approve the amount of any such awards of attorneys' fees and litigation expenses to be made to Plaintiff's Counsel. The amount of any such award must be reasonable based on a number of factors including, but not limited to, the nature and extent of the work involved, the difficulty of the case and the issues presented, the skill needed to conduct the case properly, the experience, reputation and ability of the lawyers, the contingency or certainty of compensation, the customary charges for similar work, and the amount involved in the controversy and the benefits resulting to the client.

Based on these and other factors, and as a part of the Settlement, Plaintiffs' Counsel and/or Plaintiff will request the Court to approve an award of their litigation costs and expenses in the amount of \$19,929.56 and for 27.75 percent of the Gross Settlement Fund for their attorneys' fees, in amount not exceeding \$825,000, as set forth in Section III above, to be paid from the Gross Cash Fund.

Defendant Meadows Credit Union will not object to the above application for litigation expenses, costs and attorneys' fees by Plaintiffs' Counsel but the Court must still determine and approve the amount of any awards to be made. If the Court approves and makes the awards as proposed, the Settlement Class Members will receive their *pro rata* share of the Net Distributable Settlement Fund, based upon statutory damages available to them pursuant to Missouri's Commercial Code, at §400.9-625(c) RSMo, remaining after deduction of any

incentive awards and awards for litigation expenses, costs and attorneys' fees from the Gross Cash Fund as set forth in Section III above. Under this proposal, which the parties believe is fair and equitable, each Settlement Class Member shares in the payment of any awards made to Plaintiff and/or Plaintiffs' counsel from the Gross Cash Fund and recovers their *pro rata* share of the Net Distributable Settlement Fund remaining after deduction of those awards.

The range and average of the Settlement Payments described above in Section III of this Notice have been estimated with the expectation that the Court will approve as fair, adequate and reasonable the settlement and the applications for an incentive award and applications for an award of attorney's fees and expenses given, among other things, the Plaintiff's years of service, the complexity of the case, the nature and extent of the legal work provided by Plaintiffs' Counsel since 2006, and the extraordinary results obtained for the Settlement Class. If the Court approves an incentive award or an award of litigation expenses and attorney's fees in an amount less than that applied for, the difference shall be reallocated to the Net Distributable Settlement Fund as applicable.

VIII. WHAT CLAIMS WILL BE RELEASED UNDER THE SETTLEMENT?

If the proposed settlement is approved by the Court, then the settlement will be legally binding upon all members of the Settlement Class who did not timely request exclusion. The settlement will fully, finally and forever release, settle, compromise relinquish and discharge Meadows Credit Union and any other Released Persons as defined in the Agreement from the claims asserted in the Lawsuit and any other Released Claims as also defined in the Agreement.

The Release means that you cannot bring any lawsuit against Meadows Credit Union for any reason whatsoever relating to the origination of your motor vehicle loan and/or repossession or any of the other Released Claims. You will, however, be able to enforce your rights under the Settlement Agreement, if necessary. If you are currently litigating any claims against Meadows Credit Union in some other lawsuit or proceeding, either individually or as part of a class, you may be barred from continuing to pursue those claims if you do not timely exclude yourself from the Meadows Credit Union Settlement Class. You should consult with an attorney concerning your rights immediately.

IX. WHAT IF THE SETTLEMENT IS NOT APPROVED BY THE COURT?

If the proposed settlement is not approved by the Court as being fair, reasonable, and adequate, the settlement and the Agreement will be null and void and the Plaintiff will proceed with his claims in the Lawsuit. In that event, no payments will be made under the terms of the Agreement; however, Meadows Credit Union and the Plaintiff could also attempt to enter into another settlement.

X. ADDITIONAL INFORMATION CONCERNING THE SETTLEMENT

This Notice is only a summary of the proposed settlement and does not describe all of the terms and conditions of the Agreement. You are encouraged to review the Agreement and other related documents, all of which are available upon request from Plaintiff's Counsel, or by

visiting the website of Class Counsel, www.wbsvlaw.com and clicking on the link “Meadows Credit Union Settlement.”

XI. WHAT ARE THE RELEVANT DATES?

If you wish to request exclusion from the Settlement Class or appear at the Fairness Hearing, these are the relevant dates:

- **Deadline for mailing a request for exclusion (must be received by): January 13, 2012.**
- **Deadline for filing and serving notice of appearance, motion to intervene or written objection (must be received by the court by): January 13, 2012.**
- **Date and Time of Fairness Hearing: March 8, 2012 at 10:00 a.m. in Courtroom 8B.**

This Notice provides only a summary of matters about the Lawsuit. If you have any questions or concerns, please contact Plaintiff’s Counsel in writing at the address listed above in this Notice or call (816) 421-6620 or (877) 472-6620.

Please do not call the Judge, Clerk or District Court about this Notice or lawsuit.
They will not be able to give you advice or answer your questions.

Dated: November 23, 2011

/s/ Dean Whipple
United States District Court Judge