

DEBRA FEALY, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

SOUND CREDIT UNION,

Defendant.

NO. 20-2-04853-0

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

I, Snehal Indra, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC (“ALCS”). ALCS was selected by the Court to serve as the Settlement Administrator and to otherwise comply with the provisions set forth in the Settlement Agreement and Release and the Order Granting Preliminary Approval of Class Action Settlement and Directing Notice to the Settlement Class. I was responsible for overseeing the dissemination of Notice of Proposed Class Action Settlement and Fairness Hearing (“Notice”) to class members, exclusion processing, and all other matters required as Settlement Administrator.
3. **Class List Receipt and Processing:** On June 22, 2022, ALCS received the mailing list (“Class List”) from counsel for the Defendant containing 2,569 records with the names, street addresses, SSN, and estimated settlement award. ALCS reviewed and processed the data. A total of 31 duplicates were identified and merged. The final Class List contained 2,538 class members after the duplicates were removed. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.
4. **Initial Class Notice:** On July 15, 2022, ALCS mailed the postcard Notice, substantially in the form approved by the Court (attached hereto as Exhibit A), to 2,538 class members.
5. **Returned Mail Handling:** ALCS processed all Class Action Notices returned by USPS. A minority of the mail included an updated address provided by the USPS (“FOE”). For these, the class member addresses were updated, and the Class Action Notice were re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 2,538 Notices mailed, 282 were returned by USPS as of the date of this declaration. ALCS has re-mailed 266 Notices to updated addresses. Of the 266 re-mailed Notices, 47 were returned by USPS as of the date of this declaration.

6. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:
- Notice initially mailed via USPS: 2,538
 - Notice returned by USPS: 282
 - Notice remailed via USPS: 266
 - Rемаiled Notice returned as UAA: 47
 - Total number of mailed Notice deemed undeliverable: 63
 - Percentage of Notice deemed delivered: 97.52%
7. **Website:** ALCS created a case website www.cpisettlement.com that provided further information as stated in the Notice. The website went live to the public on July 15, 2022. The website contained sections for Important Court Documents, Key Dates and FAQs. The long form Notice (attached hereto as Exhibit B) is also available on the website. The motion for attorneys' fees, costs, and service award, and supporting documents, were posted to the website on July 29, 2022. Class members had an opportunity to update their address online. The website had 550 new users with 657 sessions between notice mailing and September 1, 2022. Some users visited the site multiple times.
8. **Toll-Free Telephone.** ALCS established a toll-free telephone line 888-267-0132 for Class members to contact with questions about the settlement or update their address. The toll-free number went live on July 15, 2022. The telephone line has received 29 calls as of the date of this declaration. We had 1 class member contact us by letter asking for a claim form.
9. **Exclusions:** The Notice instructed those who wish to opt out of the settlement to write to the Settlement Administrator stating that the class member does not wish to participate. It further states that an opt out request must be postmarked by August 29, 2022. As of the date of this declaration, we have not received any requests for exclusions for this case.
10. **Objections:** The Class Action Notice informed class members who wish to object to the settlement to file their written objection with the Court by August 29, 2022. I am not aware of any objections being filed with the Court as of the date of this declaration.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on September 2, 2022 in Jacksonville, Florida.


Snehal Indra

Exhibit A

front

**This Notice Was Authorized by
the Pierce County Superior
Court. This is not a solicitation
from a lawyer.**

Fealy v. Sound Credit Union
c/o Settlement Administrator
PO Box 23459
Jacksonville, FL 32241

PRST-STD
U.S. POSTAGE
PAID
JACKSONVILLE, FL
PERMIT NO. XXX



Postal Service: Please do not mark barcode

More info: www.CPIsettlement.com

**Notice of Proposed Class
Action Settlement and Fairness
Hearing**

Fealy v. Sound Credit Union
Pierce County Superior Court
Case No. 20-2-04853-0

Notice ID: <<noticeid>>
PIN: <<pin>>

**If you financed a motor vehicle
through Sound Credit Union and were
charged for collateral protection
insurance on or after February 11,
2016, a proposed class action
settlement may affect your rights.**

<<fname> <<lname>
<<addrline1>
<<addrcity>, <<addrstate> <<addrzip>
<<country>

(Notice Continued on Back)

A settlement has been reached in a class action lawsuit against Sound Credit Union. The lawsuit, *Fealy v. Sound Credit Union*, Pierce County Superior Court Case No. 20-2-04853-0, involves allegations that Sound Credit Union violated the law by overcharging borrowers for collateral protection insurance, collecting fees and interest it was not entitled to collect, and failing to fully refund unearned premiums. Sound Credit Union denies these allegations.

Why am I being contacted? Records indicate that you may have been charged more for collateral protection insurance than you would have been if Sound Credit Union notified you of deficiencies earlier, may have paid fees or interest you should not have been charged, or did not receive a full refund for unearned premiums during the period described above. Accordingly, you are eligible to receive a payment from the settlement.

What does the settlement provide? The proposed settlement provides for a fund totaling \$750,000, which will be used to make payments to settlement class members after first making deductions for approved notice and administration costs, a service award to the named plaintiff, and attorneys' fees and costs. **If you do not exclude yourself from this settlement and the settlement is approved by the court and becomes final, you will receive a check reflecting your share of the settlement.** The award payments available under the settlement are determined based on the total amount of challenged collateral protection insurance premiums, and related fees and interest you were charged. You can learn more about the settlement and your options by visiting www.CPIsettlement.com for more information.

Your rights may be affected. If you do not want to be legally bound by the settlement, you must exclude yourself by **August 29, 2022**. If you do not exclude yourself, you will release your claims against Sound Credit Union, as more fully described in the Settlement Agreement available for review at www.CPIsettlement.com. If you stay in the settlement, you may object to it by **August 29, 2022**. Information available at www.CPIsettlement.com explains how to exclude yourself or object. The Court is scheduled to hold a hearing on **September 16, 2022** at 9:00 a.m. to consider whether to approve the settlement, Class Counsel's request for attorneys' fees and costs of one-third of the Settlement Fund, and a service award for the named plaintiff of \$5,000. You can appear at the hearing, but you do not have to appear. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing

For more information, visit www.CPIsettlement.com or call (888) 267-0132.

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Exhibit B

A court authorized sending you this notice. This is not a solicitation from a lawyer.

- Plaintiff sued Sound Credit Union for alleged violations of the Washington Consumer Protection Act and Washington common law related to Sound Credit Union's imposition of collateral protection insurance. Sound Credit Union denies those allegations and any liability.
- The parties have entered into a proposed settlement on behalf of Washington residents who financed a motor vehicle through Sound Credit Union and who, from February 11, 2016, and up through the date of final judgment, were charged more for, or as a result of, collateral protection insurance than they would otherwise have been charged if Sound Credit Union had: (i) notified them earlier or differently of alleged deficiencies in insurance coverage, (ii) used a pro rata refund method, (iii) not charged an administrative fee, or (iv) not received an administrative reimbursement from the collateral protection insurance carrier or third-party collateral protection insurance administrator.

Your Legal Rights and Options in This Lawsuit	
Do Nothing	Stay in this lawsuit. Receive a payment. Give up certain rights. By doing nothing, you will receive a cash payment from the settlement if it is approved by the Court. You give up any rights to sue Sound Credit Union on the claims alleged in this lawsuit or similar claims.
Ask to be Excluded	Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded from the lawsuit, you will not receive any benefits of the settlement, including payment. You keep any rights to sue Sound Credit Union separately about the same or similar legal claims. To be excluded, you must mail an Exclusion Request to the Settlement Administrator by August 29, 2022.
Object to the Settlement	Stay in the Settlement Class. File a written objection to the settlement with the Court. If you disagree with any portion of the settlement, you may file a written objection with the Court, which will be considered at the Final Approval Hearing. You may also ask to speak at the hearing. If you exclude yourself from the settlement, the Court will not consider an objection from you. If the settlement is approved, you will be bound by the Settlement Agreement and you give up any rights to sue Sound Credit Union separately about the same or similar legal claims in this lawsuit, but you will still receive a payment. Your objection must be postmarked no later than August 29, 2022.

BASIC INFORMATION

1. Why did I receive this notice?

Sound Credit Union's records show that on or after February 11, 2016, you may have been overcharged for collateral protection insurance premiums, or related fees or interest. This notice explains that the parties have reached an agreement to settle a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to approve the settlement. A Judge of the Superior Court of the State of Washington for Pierce County is overseeing this class action. The lawsuit is known as *Fealy v. Sound Credit Union*, Case No. 20-2-04853-0.

2. What is this lawsuit about?

Plaintiff alleges that Sound Credit Union violated the Washington Consumer Protection Act and Washington common law by, among other things, (i) charging borrowers for collateral protection insurance premiums for which they should not have been charged; (ii) failing to fully refund unearned premiums; and (iii) charging unauthorized fees and interest. Sound Credit Union denies Plaintiff's allegations, but has agreed to resolve this case in order to stop incurring costs and fees of litigation.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called plaintiffs and "class representatives" (in this lawsuit Debra Fealy) sue on behalf of other people who have similar claims. The people together are a "class" or "class members." The party they sue (in this case Sound Credit Union) is called the defendant. If the lawsuit proceeds as a class action, it resolves the issues for everyone in the class—except for those people who choose to exclude themselves from the class.

THE SETTLEMENT

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Sound Credit Union. Instead, both sides agreed to a settlement. This way, they avoid the cost and risks associated with a trial, and the people potentially affected will receive compensation. Plaintiff and her attorneys think the settlement is in the best interest of the Settlement Class Members.

5. How do I know if I am a part of the Settlement?

You are in the Settlement Class if you resided in Washington, financed a motor vehicle through Sound Credit Union, and at any point on or after February 11, 2016, were charged

more for, or as a result of, collateral protection insurance than you otherwise would have been charged if Sound Credit Union had: (i) notified you earlier or differently of alleged deficiencies in insurance coverage, (ii) used a pro rata refund method, (iii) not charged an administrative fee, or (iv) not received an administrative reimbursement from the collateral protection insurance carrier or third-party collateral protection insurance administrator.

The Settlement Class does not include any persons who validly request exclusion from the Settlement Class, as described under Question 12. A person who does not exclude him or herself is a "Settlement Class Member."

If you have questions about whether you are part of the Settlement Class, you may call (888) 267-0132 or visit www.CPIsettlement.com for more information.

THE SETTLEMENT BENEFITS

6. What does the Settlement Agreement provide?

To settle this lawsuit, Sound Credit Union has agreed to pay \$750,000 into a Settlement Fund which will provide individual payments to eligible Settlement Class Members, a service award payment to the Class Representative, attorneys' fees and reimbursement of out-of-pocket litigation costs, and the costs related to settlement administration.

Settlement Class Members will receive a cash payment equal to their proportional share of the allegedly wrongful collateral protection insurance premiums, fees, and interest charged by Sound Credit Union.

7. Your estimated settlement award

Your estimated settlement award will be at least \$10, and may be as high as \$2,000.

If you do not request to exclude yourself from the settlement, the settlement administrator will send a check with your settlement award to you. You do not need to file a claim form. If you have questions about how settlement payments will be made or need to update your mailing address before the settlement payment distribution, you should contact the settlement administrator at info@CPIsettlement.com.

8. What are the tax implications of accepting a settlement payment?

The tax implications may vary based on your income, the amount you receive and other factors, so you should consult a tax professional to assess the specific tax implications of any payment you may receive. Class Counsel, Sound Credit Union, and the settlement administrator cannot advise you with respect to your tax obligations.

HOW TO BENEFIT FROM THE SETTLEMENT

9. How do I receive the benefits of the settlement?

If you received a postcard and you do not request to exclude yourself from the settlement, you will automatically receive the benefits of the settlement and receive a payment. **You do not need to submit a claim to receive the benefits of the settlement or to get a payment—it's automatic.** If your mailing address changes before the distribution, you should contact the settlement administrator at info@CPIsettlement.com or www.CPIsettlement.com to update your information.

10. When will I get my payment?

If no appeals are timely filed after the Court enters the Final Approval Order, then the Order and settlement will become final. You will receive your settlement payment approximately 30 days from the Settlement's Effective Date (roughly 60 days after the Final Approval Hearing). When the settlement becomes effective, the settlement administrator will mail you a check. The checks will only be valid for 120 days from the date of issuance, after which you will not be able to cash or deposit them. However, if an appeal is filed, payments will not be sent until after the appeal is finally resolved.

11. What am I giving up to stay in the Settlement Class?

Unless you request to exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. If the Court approves the settlement, you and other Settlement Class Members can't sue, continue to sue, or be part of any other lawsuit against Sound Credit Union regarding Sound Credit Union's placement of collateral protection insurance between February 11, 2016 and the Settlement's Effective Date.

The Settlement Agreement (available at www.CPIsettlement.com) describes the claims you are releasing (the "Released Claims") and against whom you are releasing claims, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive the benefits of this settlement or if you want to keep the right to sue or continue to sue Sound Credit Union, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

12. How do I opt out of the settlement?

To “opt out” or exclude yourself from the settlement you must send the request in writing to the settlement administrator saying that you want to be excluded from the *Fealy v. Sound Credit Union* settlement. You must include your name and address in the letter. You can mail your exclusion request letter, which must be postmarked no later than August 29, 2022 to the following address:

Fealy v. Sound Credit Union
c/o Settlement Administrator
PO Box 23668
Jacksonville, FL 32241

Requests for exclusion mailed after August 29, 2022 will not be effective and will not result in your being excluded from the Settlement Class.

If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

13. Why would I ask to be excluded?

If you already have, or want to bring, your own lawsuit against Sound Credit Union regarding collateral protection insurance and want to continue with the lawsuit, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class and is sometimes called “opting-out”—you won't get any money from the settlement between Sound Credit Union and Plaintiff. However, you may be able to sue or continue to sue Sound Credit Union regarding collateral protection insurance on your own. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

14. If I exclude myself, can I get anything from this settlement?

No. You will not receive any payment from the settlement if you exclude yourself.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

The Court decided that the law firms of Terrell Marshall Law Group PLLC of Seattle, WA and Smith & Dietrich Law Offices, PLLC of Olympia, WA, are qualified to represent you and all Settlement Class Members. These law firms are referred to as “Class Counsel.” You will not receive a bill from these lawyers, who have asked the Court to be paid a percentage of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. The names and addresses of Class Counsel are:

Beth E. Terrell
Adrienne D. McEntee
Terrell Marshall Law Group PLLC
936 N 34th Street, Suite 300
Seattle, Washington 98103

Walter M. Smith
Steve E. Dietrich
Smith & Dietrich Law Offices PLLC
3905 Martin Way E., Suite F
Olympia, Washington 98506

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want to hire your own lawyer, you will have to pay that lawyer. For example, you can ask a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment to them of \$250,000, which is one-third of the \$750,000 Settlement Fund, for attorneys’ fees and out-of-pocket expenses. This payment compensates Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also request a service award of \$5,000 for the Class Representative, Debra Fealy, payable out of the Settlement Fund to compensate her for her time and effort during the litigation. Class Counsel’s complete request for fees, costs, and the service award to the Class Representative will be posted on the settlement website, www.CPIsettlement.com. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

18. How do I object to the settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the settlement if you don’t like any part of it. Your written objection must provide your name, address, telephone number, and the reason(s) for your objection

and meet the criteria described in the Settlement Agreement. You must mail a copy of the objection to the following addresses postmarked no later than August 29, 2022 and file it with the Court:

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
<p>Fealy v. Sound Credit Union Objection c/o Settlement Administrator PO Box 23668 Jacksonville, FL 32241</p>	<p>Beth E. Terrell Adrienne D. McEntee Terrell Marshall Law Group PLLC 936 N 34th Street, Suite 300 Seattle, Washington 98103</p> <p>Walter M. Smith Smith & Dietrich Law Offices PLLC 3905 Martin Way E., Suite F Olympia, Washington 98506</p>	<p>Kimberley Hanks McGair Trish A. Walsh Farleigh Wada Witt 121 SW Morrison Street, Suite 600 Portland, Oregon 97204</p>

19. What is the difference between objecting and excluding myself from the settlement?

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

THE COURT'S FAIRNESS HEARING

20. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Final Approval Hearing on September 16, 2022 at 9:00 a.m., before the Honorable Gretchen Leanderson of the Superior Court of the State of Washington for Pierce County, 930 Tacoma Avenue South, Tacoma, WA 98402, Department 15. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the service award to the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.CPIsettlement.com.

21. Do I have to come the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection you don't have to come to Court to talk about it, as long as your written objection was filed or mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you submit an objection (see Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection. To speak, you must send a letter saying that it is your "Notice of Intention to Appear" in *Fealy v. Sound Credit Union*, Case No. 20-2-04853-0. Be sure to include your name, address, telephone number, and your signature, and state that you are a Class Member. Your Notice of Intention to Appear must be postmarked no later than (10) days before the Final Approval Hearing and be sent to the Court, Class Counsel, and Defense Counsel at the addresses set forth below. You cannot speak at the hearing if you exclude yourself.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Gretchen Leanderson Pierce County Superior Court 930 Tacoma Avenue South, Tacoma, WA 98402	Beth E. Terrell Adrienne D. McEntee Terrell Marshall Law Group PLLC 936 N 34th Street, Suite 300 Seattle, Washington 98103 Walter M. Smith Steve E. Dietrich Smith & Dietrich Law Offices PLLC 3905 Martin Way E., Suite F Olympia, Washington 98506	Kimberley Hanks McGair Trish A. Walsh Farleigh Wada Witt 121 SW Morrison Street, Suite 600 Portland, Oregon 97204

23. What happens if I do nothing at all?

If you do nothing, you will be a member of the Settlement Class and you will receive payment from the settlement. You will also be bound by the terms of the settlement, including the Release described in Section 11, above.

GETTING MORE INFORMATION

24. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review and download or print a copy of the Settlement Agreement via the settlement website at www.CPIsettlement.com. You can also get a copy of the Settlement Agreement by writing to American Legal Claim Services at Fealy v. Sound Credit Union, c/o Settlement Administrator, PO Box 23668, Jacksonville, FL 32241.

25. How do I get more information?

You can call 1-(888) 267-0132 toll free; write to Fealy v. Sound Credit Union, , c/o Settlement Administrator, PO Box 23668, Jacksonville, FL 32241.; or visit the website at www.CPIsettlement.com where you will find answers to common questions about the settlement, the Settlement Agreement, Plaintiff's Complaint, Class Counsel's motion for an award of attorneys' fees and costs, and other information.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR SOUND CREDIT UNION WITH QUESTIONS ABOUT THE SETTLEMENT.