

IN THE DISTRICT COURT OF MUSKOGEE COUNTY  
STATE OF OKLAHOMA

SARAH LEE, EDWYNA SYNAR, AND  
KYLE BROWN, INDIVIDUALLY AND  
ON BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,

PLAINTIFFS,

V.

TTCU FEDERAL CREDIT UNION,  
D/B/A TULSA TEACHERS FEDERAL  
CREDIT UNION,

DEFENDANT.

CASE NO. CJ-2020-283

FILED BY ROBYN BOSWELL  
DISTRICT COURT CLERK

JUN 11 2025  
MUSKOGEE COUNTY, OK

**PRELIMINARY APPROVAL ORDER**

This matter is before the Court on the unopposed motion of Plaintiffs Sarah Lee, Edwynna Synar, and Kyle Brown, pursuant to O.S. § 12-2023(E), for preliminary approval of the class action Settlement Agreement and Release (the “Settlement”)<sup>1</sup>, and the Court, being duly advised, now finds that the motion should be, and hereby is GRANTED.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED as follows:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and

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<sup>1</sup> The Settlement was attached as Exhibit 1 to the Declaration of Lynn A. Toops filed on May 12, 2025.

jurisdiction over the Plaintiffs and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that, solely for the purposes of notice and settlement, the requirements of O.S. § 12-2023(A) and (B)(3) are met with respect to the following Classes (collectively, the “Settlement Classes”):

**APSN Class**

All consumer customers of Defendant who have or have had accounts with Defendant who were charged and not refunded an APSN fee during the Class Period of August 31, 2015, through May 1, 2024.

**Multiple NSF Class**

All consumer customers of Defendant who have or have had accounts with Defendant who were assessed and not refunded Multiple NSF Fees during the Class Period of August 31, 2015, through May 1, 2024.

**Transfer Fee Class**

All consumer customers of Defendant who have or had accounts with Defendant who during the Class Period of August 31, 2015, through May 1, 2024: (1) had sufficient funds in their savings, money market, or other similar account to cover a checking account transaction for which there were not sufficient funds in the checking account; and (2) were charged and not refunded an OD Fee or NSF Fee, rather than a Transfer Fee.

**Unauthorized Fee Class**

All consumer customers of Defendant who during the Class Period of August 31, 2015, through May 1, 2024 were assessed a fee labeled as “ACH RET FEE.”

Specifically, the Court finds that:

- The Settlement Classes are so numerous that joinder of all members is impracticable, as there are thousands of members.
- There are questions of law and fact common to the Class Members because the claims stem from allegations regarding Defendant’s

fee practices relative to Defendant's account agreement documents.

- The Plaintiffs' claims are typical of the claims of the Settlement Classes as Plaintiffs' claims stem from the same course of conduct.
- The Plaintiffs are adequate representatives of the Settlement Classes in that they have no interests antagonistic to the Settlement Classes and have retained counsel competent to handle prosecution of the litigation.
- The issues common to the Class Members predominate over any individual issues as the overwhelming issue of whether Defendant was permitted to charge the fees at issue under its standard account agreement documents is at the center of the litigation.
- A class action is superior because the individual claims of the Class Members are small in value but the controversy impacts thousands of persons.

The Court therefore certifies the Settlement Classes defined above pursuant to O.S. § 12-2023(A) and (B)(3). The Court appoints Plaintiffs as Class Representatives of the Settlement Classes and appoints Plaintiffs' counsel as Class Counsel for the Settlement Classes.

4. The Court finds that the terms of the proposed Settlement are within the range of possible final approval as being a "fair, reasonable, and adequate" compromise. The Court therefore grants preliminary approval to the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions of the Settlement that are triggered by preliminary approval.

5. The Court finds that the form and contents of the notices attached to the Settlement reasonably apprise Class Members of the terms of the Settlement and their rights to object or opt out and that the notice complies with Due Process. The

Court also finds that the method of disseminating the notice—mail or email from the Settlement Administrator and posting to the Settlement Website—constitute reasonable notice. The Court therefore approves the notice plan and directs the parties to implement the notice plan. The Settlement Administrator shall send notice to the Class Members no later than 30 days from the date of this order, or as otherwise ordered by the Court. Class Members shall have 30 days from the first date on which notice is sent to object to, or opt out of, the Settlement, as set forth in the Settlement and notice.

6. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at 4:30 <sup>AM</sup> o'clock, on 9/15/2025, 2025, in person 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 Classes, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification and without further notice to the Classes.

IT IS SO ORDERED this 10 day of <sup>June</sup> May, 2025.



Honorable Judge Bret Smith