

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

Hon. Judge Smith

**FILED**  
MUSKOGEE COUNTY

FEB 24 2026

**Robyn Boswell, Court Clerk**

**PLAINTIFFS' MOTION** By M. Lee Deputy  
**FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE**  
**AWARDS FROM CLASS ACTION SETTLEMENT FUND**

Plaintiffs Sarah Lee, Edwyna Synar, and Kyle Brown, by counsel, pursuant to 12 O.S. § 2023(G), and in conjunction with final approval of the class action settlement of this case, scheduled for hearing on April 28, 2026, respectfully move the Court to approve the following payments from the \$3,000,000 Settlement Fund created by the settlement: (1) \$1,333,333.33 (which amounts to one-third of the combined total of the Settlement Fund plus the \$1 million in debt forgiveness provided under the settlement) to Class Counsel for attorneys' fees; (2) \$103,833.08 to Class Counsel for reimbursement of litigation expenses; and (3) \$10,000 to each of the named Plaintiffs Sarah Lee and Edwyna Synar as service awards, and forgiveness of certain debts of Claudia King and her estate, represented by Stephen Kyle Matney Brown. Each of the requested payments is reasonable and is well within

the range typically approved by Courts. The Court should, therefore, as part of final approval of the settlement, approve the requested fees, expenses, and service award payments.

## **BACKGROUND OF THE LITIGATION AND SETTLEMENT**

### **I. The parties litigate over Plaintiffs' class action claims that Defendant's fee practices were not permitted under its uniform account agreement.**

On August 31, 2020, Plaintiff Sarah Lee filed a Class Action Petition in this Court, alleging that Defendant TTCU Federal Credit Union, f/k/a TTCU the Credit Union f/k/a Tulsa Teachers Credit Union (TTCU" or "Defendant") improperly charged thousands of customers overdraft fees on transactions that did not actually overdraw checking accounts ("APSN Fees"), and alleging breach of contract of the TTCU Membership and Account Agreement and TTCU's Reg E Overdraft Authorization Form (collectively, the "Account Agreement"). On November 9, 2020, Plaintiffs Sarah Lee and Edwynna Synar filed an Amended Class Action Petition in the Court, alleging claims on behalf of a class for breach of the Account Agreement, including breach of the covenant of good faith and fair dealing and unjust enrichment for allegedly assessing APSN Fees, assessing overdraft fees or returned items fees on transactions that should have been assessed transfer fees, and assessing "RET ACH Fees." On July 23, 2021, Plaintiffs Sarah Lee, Edwynna Synar, and Claudia King filed a Second Amended Class Action Petition in this Court alleging claims on behalf of a class for breach of contract of the Account Agreement, including breach of the covenant of good faith and fair dealing and unjust enrichment for allegedly assessing APSN Fees, assessing overdraft fees or returned items fees on transactions that should have been

assessed transfer fees, assessing “RET ACH Fees,” and assessing multiple nonsufficient fund fees on a single transaction (all of these fees, collectively, the “Relevant Fees”). The Petition alleged that these practices amount to a breach of Defendant’s uniform account agreement documents (including breach of the duty of good faith and fair dealing) and that these practices unjustly enriched Defendant.

On September 7, 2021, TTCU filed its Answer to Plaintiffs’ Second Amended Class Action Petition. On September 7, 2021, TTCU filed its Motion to Compel Arbitration of Claudia King’s Claims and to Stay Action Pending Arbitration. On October 15, 2021, Plaintiffs filed their Response in Opposition to Defendant’s Motion to Compel Arbitration of Claudia King’s Claims and to Stay Action. On October 15, 2021, TTCU filed its Reply in Support of Motion to Compel Arbitration. Plaintiffs filed multiple notices of supplemental authority in opposition to TTCU’s Motion to Compel Arbitration and TTCU filed a notice of supplemental authority in support of its Motion to Compel Arbitration. A ruling on the Motion to Compel Arbitration was deferred.

In the interim, the Parties engaged in extensive discovery including three sets of interrogatories and three sets of requests for production served on TTCU by Plaintiffs. Plaintiff also conducted multiple depositions of TTCU witnesses.

**II. After nearly four years of litigating, exchanging data and information, and discovery, the parties came to a resolution.**

On April 28, 2022, the Parties attended mediation with John Trimble, Esq. of Lewis Wagner LLP. Unfortunately, the mediation was unsuccessful. On June 20, 2023, the Parties attended mediation for a second time with Mr. Trimble. While the

second mediation was unsuccessful, the parties continued settlement negotiations after the mediation. The parties were able to privately reach a settlement in principle. The parties then negotiated the detailed terms of the final Settlement.

**III. After the death of Claudia King in 2024, a probate was opened for the estate of Ms. King and her TTCU account was included in the estate.**

On June 22, 2024, Claudia King died. A probate estate was opened in the District Court of Tulsa County, State of Oklahoma as Case No. PB-2024-905 (the “King Estate”). At the time of her death, Ms. King had an account at TTCU, a vehicle loan with TTCU secured by a 2015 Toyota Camry (“King Vehicle Loan”), and a line of credit with TTCU with an outstanding balance (“King LOC”). Ms. King is survived by her two sons, William Randall Brown and Stephen Kyle Matney Brown. Mr. Stephen Kyle Matney Brown is the personal representative of the King Estate. Stephen Kyle Matney Brown, as personal representative of the estate of Claudia King, has been substituted as plaintiff in this litigation and has signed the Settlement Agreement.

**IV. The terms of the Settlement provide significant relief to the Class Members and will resolve the litigation for all parties.**

Under the terms of the Settlement:

- Defendant and its insurer will pay \$3,000,000.00 into a non-reversionary Settlement Fund for the benefit of the Class Members. This Settlement Fund will consist of \$2,500,000.00 in cash from TTCU, and \$500,000.00 from New York Marine & General Insurance Company. Settlement ¶ 1(mm).
- Defendant will forgive \$1,000,000.00 in debt owed by Class Members. *Id.* ¶¶ 1(rr) & 3.

- Any uncollected payments (i.e., uncashed checks) will not revert to Defendant but will be paid on a *cy pres* basis to a charity approved by the Court. *Id.* ¶ 11.
- Defendant will not oppose attorneys' fees of one-third of the Value of the Settlement to Class Counsel, plus reimbursement of expenses, and \$10,000 each as a service award to Sarah Lee and Edwyna Synar for their efforts in achieving the Settlement. *Id.* ¶¶ 9(d)(i), (ii). In lieu of a cash payment, TTCU is forgiving certain debts as it pertains to Stephen Kyle Matney Brown, as representative of Ms. King's estate.
- If this Settlement is finally approved, Plaintiffs and the Settlement Class Members will release TTCU and its insurers, including New York Marine & General Insurance Company. *Id.* ¶ 14.

**V. The Court grants preliminary approval to the Settlement as being within the range of a fair, reasonable, and adequate compromise.**

The Court previously granted preliminary approval to the Settlement, directing notice to the Class Members of the Settlement's benefits and the requested fees and service awards. Class Members will have the ability to opt out or object to the Settlement, fees, and service awards, prior to the final approval hearing.

**DISCUSSION**

As part of final approval of the Settlement, the Court should approve the attorneys' fees, expenses, and service awards set forth in the Settlement, which are fair and reasonable.

**I. The Court should approve attorneys' fees in the standard contingent fee amount of one-third of the benefit recovered.**

Plaintiffs' attorneys in a successful class action lawsuit are entitled to compensation from the benefits that are obtained as a result of the attorneys' efforts. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472 (1980); 12 O.S. § 12-2023(G). A number of factors may be considered in approving a requested fee, including:

- (1) time and labor required,
- (2) the novelty and difficulty of the questions presented by the litigation,
- (3) the skill required to perform the legal service properly,
- (4) the preclusion of other employment by the attorney due to acceptance of the case,
- (5) the customary fee,
- (6) whether the fee is fixed or contingent,
- (7) time limitations imposed by the client or the circumstances,
- (8) the amount in controversy and the results obtained,
- (9) the experience, reputation and ability of the attorney,
- (10) whether or not the case is an undesirable case,
- (11) the nature and length of the professional relationship with the client,
- (12) awards in similar causes, and
- (13) the risk of recovery in the litigation.

12 O.S. § 12-2023(G).

A fee of one-third of the benefit recovered is common. *See Voulgaris v. Array Biopharma, Inc.*, 60 F.4th 1259, 1264 (10th Cir. 2023) (affirming fee of one-third of common fund) (citing *Voulgaris v. Array Biopharma Inc.*, No. 17-CV-02789-KLM, 2021 WL 6331178, at \*12 (D. Colo. Dec. 3, 2021) (collecting cases)); *Velma-Alma Indep. Sch. Dist. No. 15 v. Texaco, Inc.*, 2007 OK CIV APP 42, ¶ 2, 162 P.3d 238, 239 (affirming an award of a 40% fee from a common fund in a class action). To calculate the appropriate fee, the one-third percentage is applied to the total value of the settlement, and “[i]n bank fee litigation, forgiveness of debts owed is routinely included in the value of the settlement” for this purpose. *Hash v. First Fin. Bancorp.*, No. 1:20-CV-01321-RLM-MJD, 2021 WL 12269064, at \*3 (S.D. Ind. Nov. 22, 2021) (collecting cases); *Coleman v. Alaska USA Fed. Credit Union*, No. 3:19-cv-00229-HRH, slip op. at 17–18 (D. Alaska Nov. 17, 2021), Dkt. No. 93 (“The Court considers both cash and cash equivalents, such as debt forgiveness of the Uncollected Retry Fees, when determining the [settlement value]” for purposes of awarding a fee).

Here, each of the relevant factors supports awarding the requested one-third fee:

- (1) Class counsel has expended over 1,204 hours in time and over \$103,833.08 in expenses in litigating this matter, which by the time of final approval and through the administration of the settlement is estimated to consume additional hours in attorney time;
- (2) This type of bank-fee litigation is novel and complex and is not readily known to most practitioners;
- (3) This type of bank-fee litigation requires particular skill and expertise to even identify the challenged practices, let alone to prosecute the claims based on those practices, and Class Counsel have this skill from prosecuting literally scores of these types of cases;
- (4) The time spent on this matter obviously could not be devoted to other matters and, if Class Counsel did not prosecute this matter, they would have used the time to prosecute other paying matters;
- (5) The customary fee received by Class Counsel is one-third of the common fund recovered and debt forgiveness, plus reimbursement of expenses;
- (6) Class Counsel's fee was 100% contingent, meaning they bore the risk that they might never be paid for their work or recover their expenses if the litigation did not result in a recovery for the Class;
- (7) No special time limits applied;
- (8) The amount in controversy was substantial and the recovery is significant, with the average gross payment estimated to be over \$76, with many class members receiving hundreds of dollars;
- (9) Class Counsel have extensive experience and specialized skill in this type of bank-fee litigation;
- (10) This was not an undesirable case, but it was brought against a well-funded defendant;
- (11) There is no ongoing relationship with the clients;
- (12) A one-third fee has been awarded in numerous similar cases; and
- (13) The risk of recovery was high as no Oklahoma appellate court appears to have addressed the claims at issue in this litigation.

Declaration of Lynn A. Toops in Support of Motion for Approval of Attorneys' Fees, Expenses, and Service Awards from Class Action Settlement Fund ("Toops Decl.")

¶ 2. Thus, the Court should approve the requested, standard contingent one-third fee.

**II. The Court should approve reimbursement of the litigation expenses that Class Counsel advanced in pursuing the recovery.**

In addition to fees, courts also recognize that class counsel are entitled to be reimbursed for the litigation expenses they advance pursuing the case. *See, e.g., Boeing*, 444 U.S. 472. These include costs a fee-paying client would incur, such as costs of mediation, filing fees, and the like. *See id.* In general, courts approve requested expenses as reasonable because they recognize that counsel with contingent fee agreements have a "strong incentive to keep expenses at a reasonable level" because they are not guaranteed that they will ever be able to recover the expenses if the case does not result in settlement or verdict. *In re Marsh ERISA Litig.*, 265 F.R.D. 128, 150 (S.D.N.Y. 2010); *see also Tussey v. ABB, Inc.*, No. 06-CV-04305-NKL, 2019 WL 3859763, at \*5 (W.D. Mo. Aug. 16, 2019) (same, and noting that "[a]n empirical study of the costs awarded in class action litigation found that the average cost award was equal to 4% of the relief obtained for the class).

Here, Class Counsel has spent over \$103,833.08 in expenses, or 2.6% of the \$4 million Value of the Settlement. Toops Decl. ¶ 3. These expenses were all normal costs of litigation, with the majority being expert fees (\$48,825) and litigation support (document hosting, etc.) (\$33,128.51), along with court fees, travel, depositions, and the like, as detailed in the Toops Declaration. *Id.* Therefore, the Court should approve reimbursement of these expenses.

**III. The Court should approve service awards to the named Plaintiffs in recognition of their work in achieving the Settlement that will benefit thousands of others.**

In addition to attorneys' fees and expenses, courts routinely recognize the efforts of the named plaintiffs in achieving a settlement for others by approving what is known as a class representative service award or incentive fee. 5 Newberg on Class Actions § 17:1 (5th ed. 2015) (noting that “[a]t the conclusion of a class action, the class representatives are eligible for a special payment in recognition of their service to the class.”). “Courts regularly award class representatives service awards, also known as ‘incentive awards,’ in recognition of plaintiffs’ service to the class.” *In re Samsung Top-Load Washing Mach. Mktg., Sales, Pracs. & Prods. Liab. Litig.*, No. 17-ml-2792-D, 2020 WL 9936692, at \*9 (W.D. Okla. June 11, 2020) (citing *Newberg* § 17:1). “Courts often grant service awards to named plaintiffs in class action suits to ‘promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits.’” *Caligiuri v. Symantec Corp.*, 855 F.3d 860, 867 (8th Cir. 2017) (quoting *Yarrington v. Solvay Pharms., Inc.*, 697 F. Supp. 2d 1057, 1086 (D. Minn. 2010)). Such a payment recognizes the time the plaintiff puts in, the risk he exposes himself to, including the reputational and potential financial risk of bringing litigation, and the benefit his services provide to absent class members who do not have to do anything to receive compensation from the named plaintiff's efforts.

An empirical study shows that the average service award is approximately \$15,992. Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303, 1308 (2006). And many courts recognize that it is “regular” to “grant service awards of \$10,000 or greater.” *Caligiuri*,

855 F.3d at 867 (8th Cir. 2017) (approving \$10,000 service award) (citing *Huyer v. Njema*, 847 F.3d 934, 941 (8th Cir. 2017) (affirming approval of settlement that included \$10,000 service awards to named plaintiffs); *Jones v. Casey's Gen. Stores, Inc.*, 266 F.R.D. 222, 231 (S.D. Iowa 2009) (approving \$10,000 service awards to each of nine plaintiffs). Much higher service awards are not uncommon. *See, e.g., Zilhaver v. UnitedHealth Group, Inc.*, 646 F. Supp. 2d 1075, 1085 (D. Minn. 2009) (approving \$15,000 service awards to two representatives); *Tussey*, 2019 WL 3859763, at \*6 (approving \$25,000 service awards to each of three representatives); *In re Charter Commc'ns, Inc., Sec. Litig.*, No. MDL 1506, 2005 WL 4045741, at \*25 (E.D. Mo. June 30, 2005) (approving \$26,625 service award).

Here, the requested awards of \$10,000 each are in line with amounts approved in other cases and are reasonable. The named Plaintiffs prosecuted this action, routinely communicated with counsel, and were an integral part of achieving the Settlement. Toops Decl. ¶ 4. At the same time, by filing the litigation the named Plaintiffs exposed themselves to potential reputational risk as the very claims in the lawsuit reveal potential financial difficulties and low account balances. *Id.* Now that the litigation has resulted in a \$4,000,000 benefit to thousands of Class Members, the Court should recognize the efforts of the named Plaintiffs and should approve the requested service awards.

### CONCLUSION

As part of final approval, the Court should approve the requested payments from the Settlement Fund for fees, expenses, and service awards.

Dated: February 24, 2026

Respectfully submitted,

/s/Matthew D. Alison

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**CERTIFICATE OF MAILING**

I hereby certify that on the 24th day of February, 2026, a true and correct copy of the foregoing was mailed or sent electronically to the following persons:

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*/s/ Matthew D. Alison*  
\_\_\_\_\_  
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**IN THE DISTRICT COURT OF MUSKOGEE COUNTY  
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SARAH LEE, EDWYNA SYNAR, AND  
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TTCU FEDERAL CREDIT UNION,  
D/B/A TULSA TEACHERS FEDERAL  
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CASE NO. CJ-2020-283

Hon. Judge Smith

**DECLARATION OF LYNN A. TOOPS IN SUPPORT OF MOTION  
FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE  
AWARDS FROM CLASS ACTION SETTLEMENT FUND**

I, Lynn A. Toops, declare:

1. I am a partner in the law firm of CohenMalad, LLP. I and my co-counsel (collectively, "Class Counsel") represent Plaintiffs in the above-captioned action.

2. Class Counsel is requesting a fee of one-third of the Value of the Settlement established by the Settlement in this case. The Value of the Settlement is \$4,000,000, comprised of a cash Settlement Fund of \$3,000,000 and debt forgiveness of \$1,000,000. Class Counsel believes that the relevant factors support the requested fee, including:

- (1) Class counsel's records reflect that Class Counsel has expended over 1,204 hours in time and over \$103,833.08 in expenses in litigating this matter, which by the time of final approval and through the

administration of the settlement is estimated to consume additional hours in attorney time;

- (2) This type of bank-fee litigation is novel and complex and is not readily known to most practitioners;
- (3) This type of bank-fee litigation requires particular skill and expertise to even identify the challenged practices, let alone to prosecute the claims based on those practices, and Class Counsel have this skill from prosecuting literally scores of these types of cases;
- (4) The time spent on this matter obviously could not be devoted to other matters and, if Class Counsel did not prosecute this matter, they would have used the time to prosecute other paying matters;
- (5) The customary fee received by Class Counsel is one-third of the common fund recovered and debt forgiveness, plus reimbursement of expenses;
- (6) Class Counsel's fee was 100% contingent, meaning they bore the risk that they might never be paid for their work or recover their expenses if the litigation did not result in a recovery for the Class;
- (7) No special time limits applied;
- (8) The amount in controversy was substantial and the recovery is significant, with the average gross payment estimated to be over \$76, with many class members receiving hundreds of dollars;
- (9) Class Counsel have extensive experience and specialized skill in this type of bank-fee litigation;
- (10) This was not an undesirable case, but it was brought against a well-funded defendant;
- (11) There is no ongoing relationship with the clients;
- (12) A one-third fee has been awarded in numerous similar cases; and
- (13) The risk of recovery was high as no Oklahoma appellate court appears to have addressed the claims at issue in this litigation.

3. In addition to fees, class counsel has expended over \$103,833.08 in litigation expenses for which they have not been reimbursed. The following is a chart of expenses reported by Class Counsel:

<b>Firm</b>	<b>Expense Category</b>	<b>Amount</b>
IAE Law	Travel	\$ 460.86
IAE Law	Transcript	\$ 245.00
IAE Law	Court Reporter	\$ 20.00
IAE Law	Filing Fees	\$ 252.14
IAE Law	Postage	\$ 99.40
CohenMalad, LLP	Deposition	\$ 1,906.96
CohenMalad, LLP	Expert	\$ 2,100.00
CohenMalad, LLP	Filing Fees	\$ 700.00
CohenMalad, LLP	Litigation Support (Discovery Hosting)	\$ 23,857.97
CohenMalad, LLP	Mediation	\$ 1,875.00
CohenMalad, LLP	Postage	\$ 27.72
CohenMalad, LLP	Travel	\$ 1,752.22
Stranch, Jennings & Garvey, PLLC	Expert Analysis	\$ 46,725.00
Stranch, Jennings & Garvey, PLLC	PHV/Court Fees	\$ 4,750.00
Stranch, Jennings & Garvey, PLLC	Courier Services	\$ 202.81
Stranch, Jennings & Garvey, PLLC	eDiscovery and Data Management	\$ 9,270.54
Stranch, Jennings & Garvey, PLLC	Court Reporter Services	\$ 977.67
Stranch, Jennings & Garvey, PLLC	Presentation/Hearing Prep	\$ 164.03
Stranch, Jennings & Garvey, PLLC	Mediation Fees	\$ 1,875.00
Stranch, Jennings & Garvey, PLLC	Travel Expenses	\$ 6,570.76
<b>TOTAL</b>		<b>\$103,833.08</b>

4. In addition to Class Counsel, the named Plaintiffs were integral parts of achieving the settlement. The named Plaintiffs prosecuted this action and routinely communicated with counsel. At the same time, by filing the litigation the named Plaintiffs exposed themselves to potential reputational risk as the very claims in the lawsuit reveal potential financial difficulties and low account balances.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Dated: February 23, 2026

/s/Lynn A. Toops  
Lynn A. Toops