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Attorneys for Defendant United Federal  
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19 **UNITED STATES DISTRICT COURT**  
 20 **FOR THE DISTRICT OF NEVADA**

21 TONYA GUNTER, individually, and on behalf  
 22 of all others similarly situated,

23 Plaintiff,

24 v.

25 UNITED FEDERAL CREDIT UNION, DOES  
 26 1-5 inclusive and ROE CORPORATIONS 6-10  
 27 inclusive,

Defendants.

Case No.: 3:15-cv-00483-MMD-WGC

Judge Miranda M. Du

**STIPULATION AND [PROPOSED]  
 ORDER AMENDING EFFECTIVE  
 DATE OF SETTLEMENT  
 AGREEMENT**

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**STIPULATION AND [PROPOSED] ORDER**  
**AMENDING EFFECTIVE DATE OF SETTLEMENT AGREEMENT**

Plaintiff Tonya Gunter (“Gunter”) and Defendant United Federal Credit Union (“United”) (United and Gunter are collectively referred to as “the Parties”) by and through their respective counsel of record, stipulate for the Court to enter an Order amending the Effective Date of the Parties’ Settlement Agreement.

On February 5, 2019, the Parties’ entered into a Settlement Agreement and Release to resolve the claims in this case. See ECF No. 134-6. In case of an objection (an objection was filed but overruled), the Settlement Agreement defines the “Effective Date” as that date which is, “**ninety (90) days** after entry of the Final Approval Order, if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) Thirty (30) days after entry of a dismissal of the appeal.” Id. at p. 3. (emphasis added).

On June 4, 2019, the Court entered an Order Granting Final Approval of Class Action Settlement. ECF No. 148]. Pursuant to the Settlement Agreement, Defendant is required to make payments to Class Members within ten (10) days of the Effective Date, i.e. on or before September 12, 2019. Defendant desires to make payment to Class Members prior to September 12, 2019. The effect of this amendment is that Class Members will receive the settlement funds already approved by this Court sixty days sooner, which is beneficial to Class Members.

Therefore, the Parties stipulate and agree to amend the definition of the term “Effective Date” as used in the Settlement Agreement as the later of, “**thirty (30) days** after entry of the Final Approval Order, in accordance with Section 8(d)(iv), if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) Thirty (30) days after entry of a dismissal of the appeal.” All other provisions of the Settlement Agreement shall remain unchanged.

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Agreed:

Dated: June 11, 2019

**MCCUNE WRIGHT AREVALO, LLP**

**HOWARD & HOWARD ATTORNEYS, PLLC**

By: /s/ Richard D. McCune  
Richard D. McCune

By: /s/ Brandon J. Wilson  
Brandon J. Wilson

Attorneys for Plaintiff

Attorneys for Defendant

IT IS SO ORDERED:

Reno, Nevada, June 11, 2019



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MIRANDA M. DU  
UNITED STATES DISTRICT JUDGE