

## EXHIBIT 2

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

BRENDA L. LUCERO, HEATHER BARTON, )  
ILONA KOMPANIETS and CYNTHIA )  
HURTADO, individually and on behalf of all )  
others similarly situated, )

Plaintiffs, )

v. )

CIVIL ACTION NO.: 3:22-cv-00208-jdp

CREDIT UNION RETIREMENT PLAN )  
ASSOCIATION, THE BOARD OF DIRECTORS )  
OF THE CREDIT UNION RETIREMENT PLAN )  
ASSOCIATION, THE BOARD OF TRUSTEES )  
OF RETIREMENT PLANS, THE PLAN )  
ADMINISTRATIVE COMMITTEE, and JOHN )  
DOES 1-30. )

Defendants. )

**PLAN OF ALLOCATION**

**I. DEFINITIONS**

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

**II. CALCULATION OF ALLOCATION AMOUNTS**

A. Per the terms of the Settlement Agreement, the Recordkeeper shall use reasonably obtainable last known addresses and reasonably obtainable Plan data to provide the Settlement Administrator with the data reasonably necessary to determine the amount of the Net Settlement Amount to be distributed to each member of the Settlement Class (“Settlement Class Member” or “Class Member”) in accordance with this Plan of Allocation.

B. The data reasonably necessary to perform calculations under this Plan of Allocation is as follows: the balances for each Class Member in their Plan account as of April 12, 2016, or the balance reflected in the earliest available quarterly statement in which they had an account

balance during the Class Period, whichever balance is more practical to obtain, and on December 31 of each subsequent year of the Class Period up to and including ~~2023. For 2024, a Plan participant's balance on September 30, 2024, or the balance reflected in their last quarterly statement in which they had a balance prior to September 30, 2024, whichever balance is more practical to obtain, will be used.~~ December 31, 2025.<sup>1</sup>

C. The Net Settlement Amount as defined in the Settlement Agreement will be allocated as follows:

1. The Net Settlement Amount will be apportioned between the Plan as adopted by FirstLight Federal Credit Union ("FFCU Plan") and the Plan as adopted by California Coast Credit Union ("CCCU Plan") as follows: 70% of the Net Settlement Amount to Class Members of the FFCU Plan ("FFCU Net Settlement Amount") and 30% to CCCU Plan ("CCCU Net Settlement Amount").
2. For the FFCU Plan, Class Members will be divided into two sub-classes: those with accounts in the Plan from April 12, 2016 to December 31, 2021 and those with accounts in the Plan from January 1, 2022 to the end of the Settlement Class Period. The pre-January 1, 2022 sub-class will receive 64% of the FFCU Plan's portion of the Net Settlement Amount, while the post-January 1, 2022 sub-class will receive 36% of the FFCU Plan's portion of the Net Settlement Amount.<sup>2</sup>
3. For the CCCU Plan, Class Members Class Members will be divided into two sub-classes: those with accounts in the Plan from April 12, 2016 to December 31, 2021 and those with accounts in the Plan from January 1, 2022 to the end of the Settlement Class Period. The pre-January 1, 2022 sub-class will receive 55% of the CCCU Plan's portion of the Net Settlement Amount, while the post-January 1, 2022 sub-class will receive 45% of the CCCU Plan's portion of the Net Settlement Amount.<sup>3</sup>

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<sup>1</sup> The Plan underwent a number of changes and converted from a MEP to a PEP effective as of 11:59 pm on June 30, 2025.

<sup>2</sup> This amount is determined based on the calculation that Pre-January 1, 2022 FFCU Plan members paid on average 64% more for recordkeeping fees than post-January 1, 2022 FFCU Plan members.

<sup>3</sup> This amount is determined based on the calculation that Pre-January 1, 2022 CCCU Plan members paid on average 55% more for recordkeeping fees than post-January 1, 2022 CCCU Plan members.

2.4. In order to apportion the FFCU Net Settlement Amount to Class Members associated with the FFCU Plan (“FFCU Class Members”), the following calculations will be made for each sub-class:

- a. Sum each FFCU Class Member’s account balances for each year of the ~~Class-Period-based~~ sub-class period on the data as of the dates above. This amount shall be that Class Member’s “Balance.”
- b. Sum the Balance for all FFCU Class Members- in the sub-class period. The Balance for all FFCU Class members in the sub-class period is the “FFCU Balance.”
- c. Allocate to each FFCU Class Member in the sub-class a share of the FFCU ~~Net Settlement Amount~~ sub-class amount determined above in proportion to the sum of that FFCU Class Member’s Balance as compared to the sum of the FFCU Balance, *i.e.* where the numerator is the FFCU Class Member’s Balance and the denominator is the FFCU Balance.

3.5. In order to apportion the CCCU Net Settlement Amount to Class Members associated with the CCCU Plan (“CCCU Class Members”), the following calculations will be made for each sub-class:

- a. Sum each CCCU Class Member’s account balances for each year of the ~~Class-Period~~ sub-class period based on the data as of the dates above. This amount shall be that Class Member’s “Balance.”
- b. Sum the Balance for all CCCU Class Members- in the sub-class period. The Balance for all CCCU Class members in the sub-class period is the “CCCU Balance.”
- c. Allocate to each CCCU Class Member in the sub-class a share of the CCCU ~~Net Settlement Amount~~ sub-class amount determined above in proportion to the sum of that CCCU Class Member’s Balance as compared to the sum of the CCCU Balance, *i.e.* where the numerator is the CCCU Class Member’s Balance and the denominator is the CCCU Balance.

D. The amounts resulting from this initial calculation shall be known as the

Preliminary Entitlement Amount. Current Participants with a Preliminary Entitlement Amount of \$0 shall not receive a distribution from the Net Settlement Amount. The Settlement Administrator shall recalculate the entitlement amount excluding those participants receiving \$0. The resulting calculation shall be the “Final Entitlement Amount” for each Settlement Class Member- within a sub-class. The sum of the Final Entitlement Amount for each remaining Settlement Class Member in the sub-classes must equal the dollar amount of the Net Settlement Amount. If Class Members are part of both sub-classes, their Final Entitlement Amount will the combined Final Entitlement Amounts from both sub-classes.

E. Settlement Class Members with Accounts In the Plan. Current Participants’ Final Entitlement Amount shall be allocated into their Plan account (unless that Plan account has been closed in the intervening period between the calculation of the Final Entitlement Amount and the payment of the Final Entitlement Amount, in which case that Class Member will receive their allocation in accordance with II.F, below).

As promptly as reasonably possible after deposit of the Net Settlement Amount into the Plan, the Settlement Administrator shall forward to the Recordkeeper the information/data needed for allocating into each Settlement Class Member’s account under the Plan his or her Class Member’s Final Entitlement Amount. The deposited amount shall be invested by the Recordkeeper pursuant to the Settlement Class Member’s investment elections on file for new contributions. If the Class Member has no election on file, it shall be invested in any default investment option(s) designated by the Plan, and if the Plan has not designated any default investment option(s), in a target date fund commensurate with the Class Member’s retirement age or similar fund under the Plan.

F. Settlement Class Members with No Accounts Under the Plan. Former

Participants shall be paid directly by the Settlement Administrator by check. All such payments are intended by the Settlement Class to be “restorative payments” in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 180 days from the date of issue.

G. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Final Entitlement Amount, less any required tax withholdings or penalties, to each Class Member. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Net Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Settlement Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

H. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of distributions does not exceed the Net Settlement Amount.

I. No sooner than fourteen (14) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, any amount remaining in the Qualified Settlement Fund shall be paid to the Class Plan, 70% to the Plan as adopted by FirstLight Federal Credit Union and 30% to the Plan as adopted by California Coast Credit Union for the purpose of defraying administrative fees and expenses of the Class Plan that would otherwise be charged to the Class Plan’s participants. Unless otherwise expressly provided for in the Settlement

Agreement, no part of the Settlement Fund may be used to reimburse any Defendant or otherwise offset costs, including Settlement-related costs, incurred by any Defendant.

J. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice (including as to the restorative payments issues) given to Class Members, including Former Participants.

### **III. QUALIFICATIONS AND CONTINUING JURISDICTION**

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.