

MAINE BUSINESS AND CONSUMER COURT

If you have or had an account with Bangor Savings Bank and you were charged overdraft or non-sufficient funds fees between March 1, 2017 and June 6, 2022, you could receive a payment from a class action settlement.

The Maine Business and Consumer Court has authorized this Notice.

This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

For more information, visit www.ChurchillFeeSettlement.com.

- A proposed Settlement has been reached in a class action lawsuit about fees related to certain transaction types that were charged between March 1, 2017, and June 6, 2022.
- You are receiving this Notice because the Defendant's records indicate that you may have been charged overdraft fees and/or non-sufficient funds fees on (i) ACH transactions that were resubmitted by a merchant after the initial request for payment was declined, and/or (ii) debit card transactions that were authorized with a positive account balance and settled with a negative account balance.
- Your legal rights will be affected whether you act or do not act. Therefore, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you choose to do nothing, you will remain in the Settlement and receive a Settlement payment. However, you will give up your rights to be part of any other lawsuit or legal proceeding against the Defendant or Released Parties about the claims made in this case and released by the Settlement.
EXCLUDE YOURSELF DUE DATE: November 22, 2022	You can choose to exclude yourself from the Settlement. If you exclude yourself from the Settlement, you will not be bound by the Release, but you will not receive a Settlement payment either. This is the only option that allows you to be part of any other lawsuit or legal proceeding against the Defendant or Released Parties about the claims made in this case and released by the Settlement. If you exclude yourself from the Settlement, you will not be able to object to the Settlement.
OBJECT DUE DATE: November 22, 2022	Write to the Court about why you do not like the Settlement. You can only object to the Settlement if you have not excluded yourself from the Settlement.
GO TO A HEARING ON, December 5, 2022	Speak in Court about the fairness of the Settlement. If you submit a written objection to the Court, and you would like to appear at a Court hearing to speak about why you do not like the Settlement, you may indicate your intention to speak in your written objection. You may appear at a Court hearing where the Judge will decide whether the Settlement is fair.

BASIC INFORMATION

1. Why did I get this Notice?

The Maine Business and Consumer Court authorized the mailing of this Notice to inform you about the proposed Settlement and your rights and options prior to the time when the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible for those benefits, and how to acquire them.

The case is known as *Ethan Churchill, et al. v. Bangor Savings Bank*, Case No. BCD-CIV-2021-00027 (the "Action"). The Hon. Michael A. Duddy is overseeing this class action. The people who filed this lawsuit are called the "Plaintiffs" and the entity they sued, Bangor Savings Bank, is called the "Defendant."

2. What is this lawsuit about?

The Plaintiffs alleged that people with accounts with Bangor Savings Bank were improperly charged overdraft fees and/or non-sufficient funds fees on (i) ACH transactions that were resubmitted by a merchant after the initial request for payment was declined (“Retry Claims”), and/or (ii) debit card transactions that were authorized with a positive account balance and settled with a negative account balance (“APPSN Claims”). The Plaintiffs claimed that this conduct breached Bangor Savings Bank’s account agreement with customers. The Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called the Settlement Class Representatives, sue on behalf of all people who have similar claims. Together, all of these people are called a Settlement Class or Settlement Class Members. One court resolves all of the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Settlement Class Representatives and the Defendant do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of either the Settlement Class Representatives or the Defendant. Instead, the Settlement Class Representatives and the Defendant have agreed to settle the Action. The Settlement Class Representatives and their lawyers believe the Settlement is in the best interest of all Settlement Class Members because of the risks associated with continued litigation, the prolonged nature of litigation, and the defenses raised by the Defendant. The Defendant denies that it did anything wrong and believes that its defenses to the claims would succeed, but the Defendant nevertheless has agreed to settle this Action to avoid the burden, expense, risk, and uncertainty of continuing the litigation.

WHO IS INCLUDED IN THE SETTLEMENT

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

You received this Notice because the Defendant’s records indicate that you are a Settlement Class Member. You are included in the Settlement Class as a “Settlement Class Member” if you have or had an account with Bangor Savings Bank, and were charged overdraft fees and/or non-sufficient funds fees on (i) ACH transactions that were resubmitted by a merchant after the initial request for payment was declined, and/or (ii) debit card transactions that were authorized with a positive account balance and settled with a negative account balance, between March 1, 2017, and June 6, 2022.

6. What does the Settlement provide?

The Defendant has agreed to pay a total Settlement Amount of \$2,000,000. The Settlement Amount will be distributed to Settlement Class Members after deducting the cost of settlement administration and taxes, any court-approved attorneys’ fees and costs, and any service awards made to the Settlement Class Representatives.

THE SETTLEMENT BENEFITS

7. What can I obtain from the Settlement?

Your share of the Settlement Amount will depend on, among other things: (i) the number of fees that you paid; (ii) the amount of settlement administration costs, including the costs of notice; (iii) the amount awarded by the Court for attorneys’ fees and costs and service awards to the Settlement Class Representatives; and (iv) the number of Class Members who exclude themselves from the Class.

8. How and when will I receive a Settlement payment?

If the Settlement is approved and becomes effective, you will receive a Settlement payment in one of three ways within 60 days of the date that the Settlement becomes effective. (1) If the account on which the relevant fee(s) was assessed is still active, you will receive a direct deposit to that account, or, if a direct deposit to that account is not feasible, you will receive a check that will be mailed to the same address as this Notice. (2) If the account on which the relevant fee(s) was assessed is no longer active, and was not charged off with an outstanding balance, you will receive a check that will be mailed to the same address as this Notice. (3) If your account has been charged off with an outstanding balance, you will receive a reduction to the outstanding balance. If you move before you receive your Settlement payment, you will need to notify the Settlement Administrator in writing of your new address.

9. What am I giving up in exchange for a Settlement payment or to stay in the Class?

If you are a Settlement Class Member and you do not exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes effective, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and/or the Released Parties about the legal issues released by the Settlement.

The specific rights you are giving up are called Released Claims (see Question 11).

10. Who are the Released Parties?

The Released Parties are Bangor Savings Bank, and each of its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third-party suppliers and vendors.

11. What are the Released Claims?

The Released Claims are any claim, right, demand, charge, suit, matter, damage, loss, complaint, action, cause of action, obligation, or liability of any and every kind and description, from the beginning of the world until today, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, apparent or unapparent, matured or unmatured, disclosed or undisclosed, accrued or unaccrued, latent or patent, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that were or could have been asserted in the Action, or which could be raised in the future, in any court, tribunal, forum, or proceeding, arising out of, in connection with, or relating in any way to the allegations made in the Action or the underlying facts and circumstances concerning the Retry Claims and the APPSN Claims, including, but not limited to, any claims or defenses concerning the Retry Claims and the APPSN Claims, and any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from, relating to, or in connection with the Retry Claims and APPSN Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed Berman & Simmons, P.A. and Kaliel Gold PLLC as Settlement Class Counsel to represent Settlement Class Members for the purposes of this Settlement. You may hire your own lawyer at your own expense if you want someone other than Settlement Class Counsel to represent you in this Action.

13. How will the lawyers be paid?

On or before November 1, 2022, Settlement Class Counsel will file a motion asking the Court to award them attorneys' fees and for reimbursement of costs. If awarded, these amounts will be deducted from the Settlement Amount before making payments to Settlement Class Members. Any amounts awarded by the Court will come out of the Settlement Amount.

THE SETTLEMENT CLASS REPRESENTATIVES

14. How will the Settlement Class Representatives be paid?

On or before November 1, 2022, Settlement Class Counsel will file a motion asking the Court to approve service awards to the Settlement Class Representatives. If awarded, these amounts will be deducted from the Settlement Amount before making payments to Settlement Class Members. Any amounts awarded by the Court will come out of the Settlement Amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant or the Released Parties on your own based on the claims raised in this Action or released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is called “opting out” of the Settlement. If you do not opt out of the Settlement in a timely manner, your claims raised in this Action will be forever barred.

To opt out of the Settlement, you must send the Settlement Administrator a notice of intention to opt out that is signed by everyone named on your account. The notice must clearly indicate your intent not to participate in the Settlement, for example, by containing the words “opt out,” “exclusion,” or words to that effect. The notice also must include your name, address, and telephone number. If there is more than one account holder on your Bangor Savings Bank account, all account holders must sign the notice for the opt out to be effective. You may not opt out any other person (including any group, aggregate, or class) from the Settlement. You may send your opt out notice to the Settlement Administrator by U.S. mail or online at www.ChurchillFeeSettlement.com. Opt out requests must be postmarked or submitted on www.ChurchillFeeSettlement.com no later than November 22, 2022.

Mail your notice to the Settlement Administrator at the address below, postmarked no later than November 22, 2022.

Churchill v. Bangor Settlement Administrator
P.O. Box 5357, Portland, OR 97228-5357

You **cannot** exclude yourself by telephone or by e-mail.

16. If I exclude myself, can I still obtain a Settlement payment?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement. You only will receive a Settlement payment if you stay in the Settlement.

17. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant or the Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or to participate in any other lawsuit against the Defendant or the Released Parties that involve Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement, the request for an award of attorneys’ fees and costs to Settlement Class Counsel, and/or the request for service awards to the Settlement Class Representatives?

If you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement, the request for an award of attorneys’ fees and costs, and/or the request for service awards to the Settlement Class Representatives. You can provide reasons why you think the Court should not approve the Settlement, the request for attorneys’ fees and costs, and/or the request for service awards. To object, you must mail a written objection stating your objection and the grounds on which it is based. Be sure to include: (a) your name, address, telephone number, and signature; (b) a detailed statement containing all of the bases for your objection(s); (c) documents sufficient to prove your membership in the Settlement Class; (d) copies of any documents you wish the Court to consider; and (e) if you are represented by counsel concerning your objection(s), the name of your counsel. You must mail copies of the objection to **ALL** the addresses listed below, postmarked by November 22, 2022.

Business and Consumer Court Clerk's Office
Danielle Young, Clerk
Cumberland County Courthouse
205 Newbury Street, Ground Floor,
Portland, ME 04101

Sophia Gold
KALIEL GOLD PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005

Laura Stoll
GOODWIN PROCTER LLP
601 South Figueroa Street, Suite 4100
Los Angeles, CA 90017

19. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not opt out). If you opt out of the Settlement, you cannot object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on December 5, 2022 at 9:00 a.m. before The Honorable Michael A. Duddy, Maine Business and Consumer Court, Cumberland County Courthouse, 205 Newbury Street, Ground Floor, Portland, ME 04101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court also may decide how much to award Settlement Class Counsel for attorneys' fees and costs and whether to make service awards to the Settlement Class Representatives.

21. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

22. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (see Question 18). Your objection must state that it is your intention to appear at the Final Approval Hearing, and you must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will receive a Settlement payment if the Settlement becomes effective. You also will give up rights explained in Questions 9, 10, and 11, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.ChurchillFeeSettlement.com, by calling Settlement Class Counsel at (202) 350-4783, by calling the Settlement Administrator at 1-800-508-4219, by emailing the Settlement Administrator at info@ChurchillFeeSettlement.com; or by writing to Churchill v. Bangor Settlement Administrator, P.O. Box 5357, Portland, OR 97228-5357. Publicly filed documents also can be obtained by visiting the Office of the Clerk of the Maine Business and Consumer Court or reviewing the Court's online docket.

If you have questions, you may contact Settlement Class Counsel at:

Sophia Gold
KALIEL GOLD PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005
(202) 350-4783

You may also contact the Settlement Administrator by phone at 1-800-508-4219, by email at info@ChurchillFeeSettlement.com, or by writing to Churchill v. Bangor Settlement Administrator, P.O. Box 5357, Portland, OR 97228-5357.

Please do not contact the Court regarding this Notice. The Court cannot answer any questions.