

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

Rick A. Campbell and Stephanie Campbell v. Banterra Bank
(Case No. 2022-LA-33)

and

Angela Sykes v. Banterra Bank
(Case No. 2022-LA-14)

**CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
WILLIAMSON COUNTY, ILLINOIS**

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!**

Para una notificación en Español, llamar al (833) 630-4671 o visite www.BTBfeesettlement.com.

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH BANTERRA BANK (“DEFENDANT”) AND YOU WERE CHARGED CERTAIN FEES BETWEEN JANUARY 1, 2015, AND AUGUST 24, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT

The Circuit Court of the First Judicial Circuit, Williamson County, Illinois, has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you don’t do anything and the Settlement is approved, you may be sent a payment from the Settlement Fund or, if you are an existing Banterra customer, you may receive a credit on one or more of your accounts so long as you do not opt out of or exclude yourself from the Settlement (described in the next box).
EXCLUDE YOURSELF FROM THE SETTLEMENT BAR DATE TO OPT-OUT: OCTOBER 11, 2023 RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the Settlement or “opt out.” This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a payment. If you exclude yourself from the Settlement but want to recover against Defendant, you will have to file a separate lawsuit or Claim.
OBJECT TO THE SETTLEMENT BAR DATE TO OBJECT: OCTOBER 11, 2023	You must mail an objection to the Settlement Administrator, explaining why you believe the Court should reject the Settlement. If the Settlement is approved, then you may be sent a payment and you will not be able to sue Defendant for the claims asserted in this litigation.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuits being settled are entitled *Rick A. Campbell and Stephanie Campbell v. Banterra Bank* (Case No. 2022-LA-33) and *Angela Sykes v. Banterra Bank* (Case No. 2022-LA-14) in the Circuit Court of the First Judicial Circuit, Williamson County, Illinois. The cases are “class actions.” That means that the “Named Plaintiffs,” Rick A. Campbell, Stephanie Campbell, and Angela Sykes, are individuals who are acting on behalf of current and former customers who were assessed Retry Fees between January 1, 2015, and August 24, 2022, and assessed APPSN Fees between January 1, 2015, and April 1, 2020. Retry Fees means overdraft and/or returned item fees that were charged and not refunded for Automated Clearing House (ACH), check, and e-check transactions that were re-submitted by a merchant after being returned by Defendant for insufficient funds. APPSN Fees means overdraft fees that were charged and not refunded from January 1, 2015, to April 1, 2020 on debit card transactions where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a customer’s account. Named Plaintiffs claim Banterra Bank breached its account agreement and violated the Illinois Consumer Fraud and Deceptive Business Practice Act by assessing wrongful Retry Fees and APPSN Fees.

Defendant does not deny it charged the fees Named Plaintiffs are complaining about, but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by Named Plaintiffs or any Class Members.

2. Why did I receive this Notice of this lawsuit?

You received an Email Notice or Postcard Notice because Defendant’s records indicate that you were charged one or more Retry Fees and/or APPSN Fees. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed Settlement and the options available to them before the Court decides whether to approve the Settlement.

3. Why did the Parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is Named Plaintiffs’ and their lawyers’ job to identify when a proposed Settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, Named Plaintiffs’ lawyers, known as Class Counsel, make this recommendation to Named Plaintiffs. Named Plaintiffs have the duty to act in the best interests of the classes and, in this case, it is their belief, as well as Class Counsel’s opinion, that this Settlement is in the best interests of all Class Members.

In Class Counsel’s opinion, there is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess Retry Fees and/or APPSN Fees. And even if it was contractually wrong to assess these fees, there is uncertainty about whether Named Plaintiffs’ claims are subject to other defenses that might result in no or less recovery to Class Members. Even if Named Plaintiffs were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, and based on Class Counsel’s experience, the Class Members will avoid these and other risks and the delays associated with continued litigation.

Although Defendant disputes the allegations in *Campbell* and *Sykes* and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT?

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

If you received an Email Notice or Postcard Notice, then Defendant's records indicate that you are a Class Member who may be entitled to receive a payment or credit to your account.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) exclude yourself from the Settlement ("opt out" of it); or participate in the Settlement by (2) doing nothing or (3) objecting to the Settlement. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive settlement benefits. If you do nothing and the settlement is approved, then you may receive a payment after approval.

Bar Date to Opt-Out: The deadline for sending a opt-out letter to exclude yourself from or opt-out of the Settlement is October 11, 2023.

Bar Date to Object: The deadline for sending a written objection to the Settlement Administrator to object to the Settlement is also October 11, 2023.

7. How do I decide which option to choose?

If you do not wish to participate in the Settlement and be sent payment from the Settlement and be bound by the release, then you should opt-out. Likewise, if you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate, you can object to the Settlement terms. The Court will consider timely objections. The Court will decide whether to approve the Settlement and the award of attorneys' fees, litigation costs, a Service Award, and administrative costs. If the Court decides not to approve the settlement, then the Settlement will be void and no payments will be issued pursuant to its terms. If the Court approves the settlement, whether or not it grants the requests for attorneys' fees, litigation costs, a Service Award, or administrative costs in full, then you may still be sent a payment and you will be bound by the Settlement, including the release of claims.

If you want to participate in the Settlement, then you don't have to do anything; you may be sent a payment if the Settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at a “Fairness Hearing” or “Final Approval Hearing,” which is currently scheduled for November 30, 2023 in the Circuit Court of the First Judicial Circuit, Williamson County, Illinois, located at 3111 Williamson County Pkwy, Marion, IL 62959. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.BTBfeesettlement.com.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of \$920,000.00 for the classes. As discussed separately below, attorneys’ fees of up to one-third of the value of the Settlement, litigation costs, the Service Award of \$5,000.00 for each Named Plaintiff, and the costs paid to a third-party Settlement Administrator to administer the Settlement (including sending the Postcard Notices and Email Notices) will be paid out of the Settlement Fund. Once the requested disbursements are approved from the Settlement Fund, the Net Settlement Fund will be divided among all Class Members as follows and based on formulas described in the Settlement Agreement.

10. How much of the Settlement Fund will be used to pay for attorney’s fees and costs?

Class Counsel will request an attorney fee be awarded by the Court of not more than one-third of the value of the Settlement and will request that it be reimbursed for litigation costs incurred in prosecuting the *Campbell* and *Sykes* cases. Class Counsel will file a Motion for Attorneys’ Fees, Costs, and Service Awards to make this request with the Court no later than September 25, 2023. The Court will decide the amount of the attorneys’ fees and costs based on a number of factors, including the risk associated with bringing the cases on a contingency basis, the amount of time spent on the cases, the amount of costs incurred to prosecute the cases, the quality of the work, and the outcome of the cases.

You can access this motion by visiting www.BTBfeesettlement.com.

11. How much of the Settlement Fund will be used to pay Named Plaintiffs’s Service Awards?

Class Counsel will request that each Named Plaintiff be paid a Service Award in the amount of \$5,000.00 for their work in connection with either the *Campbell* or *Sykes* cases. The Service Awards must be approved by the Court. Class Counsel will file the motion for this request with the Court no later than September 25, 2023.

You can access this motion by visiting www.BTBfeesettlement.com.

12. How much will my payment be?

The balance of the Settlement Fund after attorneys’ fees and costs, the Service Awards, and the Settlement Administrator’s fees, also known as the Net Settlement Fund, will be divided among all Class Members.

13. Do I have to do anything if I want to participate in the Settlement?

No. If you received this Notice, then you may be entitled to receive a payment without having to make a claim, unless you choose to exclude yourself from the Settlement, or “opt out.”

14. When will I receive my payment?

The Court will hold a Fairness Hearing on November 30, 2023, in the Circuit Court of the First Judicial Circuit, Williamson County, Illinois, which is located at 3111 Williamson County Pkwy, Marion, IL 62959, to consider whether the Settlement should be approved. If the Settlement is approved by the Court and you are eligible for a payment, you may receive either a check or a credit to your account approximately ninety (90) days after this hearing. However, if there is an appeal, payments may be delayed.

15. How will I be sent my payment?

Current customers of Defendant will be sent a credit to their accounts for the amount they are entitled to receive.

Former customers of Defendant will be sent a check from the Settlement Administrator. The check will be sent to the address used to provide Postcard Notice of the Settlement, or at such other address as designated by the Class Member. Checks must be cashed within 180 days.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I exclude myself from the Settlement?

If you do not wish to participate in the Settlement and be bound by the release, and you do not want to receive a payment, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt-out, you **must** send an opt-out letter to the Settlement Administrator that you want to be excluded. Your opt-out letter can simply say “I hereby elect to be excluded from the Settlement in the *Rick A. Campbell and Stephanie Campbell v. Banterra Bank* and *Angela Sykes v. Banterra Bank* class actions.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt-out letter must be postmarked on or before the Bar Date to Opt-Out, October 11, 2023, and sent to:

Banterra Bank Fees
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

17. What does it mean to be bound by the release?

By choosing not to opt-out of the Settlement Agreement, you will remain a Class Member, and as such will be bound to a release. That means you will release any claims you may have against Defendant that arise out of and/or relate to the facts and claims alleged in the *Campbell* Complaint

and *Sykes* Complaint filed in these actions. Put differently, participating in the Settlement means that you will not be able to sue the Defendant in the future for such claims.

Additional details as well as a more extensive list of parties related to the Defendant who will be released as part of the Settlement regarding the scope of the release can be found in Section 13 of the Settlement Agreement.

18. What happens if I opt out of the Settlement?

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the claims released in the *Campbell* and *Sykes* cases if the Settlement is approved. However, you will not be entitled to receive a payment from this Settlement for paid Retry Fees and/or APPSN Fees.

19. If I exclude myself, can I obtain a payment?

No. If you exclude yourself, you will not be entitled to a payment from this Settlement.

OBJECTING TO THE SETTLEMENT

20. How do I notify the Court if I do not like the Settlement?

You can object to the Settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt-out, from the Settlement. (Class Members who exclude themselves from the Settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written objection by mail or private courier (e.g., Federal Express) to the Settlement Administrator and Class Counsel at the addresses below. Your objection must include the following:

- The names of the cases, which are *Rick A. Campbell and Stephanie Campbell v. Banterra Bank* (Case No. 2022-LA-33) and *Angela Sykes v. Banterra Bank* (Case No. 2022-LA-14), Circuit Court of the First Judicial Circuit, Williamson County, Illinois;
- The objector's name, address, telephone number, the last four digits of their member number or former member number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case who may be entitled to compensation for any reason related to the objection;
- A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection;
- A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- The objector's signature or the signature of the objector's legally authorized representative.

All objections must be post-marked on or before the Bar Date to Object, October 11, 2023, and must be mailed to the Settlement Administrator and Class Counsel as follows:

SETTLEMENT ADMINSTRATOR	CLASS COUNSEL
<p><i>Banterra Bank Fees</i> <i>c/o Kroll Settlement Administration LLC</i> <i>PO Box 225391</i> <i>New York, NY 10150-5391</i></p>	<p>David Cates THE CATES LAW FIRM 216 W Pointe Dr Ste A Swansea, IL 62226-8313</p>
	<p>Jeffrey Kaliel Sophia Gold Amanda Rosenberg KALIEL GOLD PLLC 1100 15th Street NW, 4th Floor Washington, DC 20005</p> <p>David Berger Tayler Walters GIBBS LAW GROUP LLP 1111 Broadway, Suite 2100 Oakland, CA 94607</p>

21. What is the difference between objecting and requesting exclusion from the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the classes, and asking the Court to reject it. You can object only if you do not opt-out of the settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment for paid Retry Fees and/or APPSN Fees if the Settlement is approved, but you will be bound by the release of claims you might have against Defendant if the Settlement is approved. Excluding yourself or opting out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment for paid Retry Fees and/or APPSN Fees, or release claims you might have against Defendant for the claims alleged in the *Campbell* and *Sykes* lawsuits.

22. What happens if I object to the Settlement?

The Court will consider the objection. If the Court sustains your objection, or the objection of any other Class Member, then there may be no Settlement; provided, however, that an objection to Class Counsel’s requested attorneys’ fees and costs or to the requested Service Award amount, may result in approval of the Settlement but the award of a lower attorneys’ fee and cost amount or lower Service Awards. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement. If the Court approves the Settlement, then the objector will participate in the settlement. If the Court does not approve the Settlement, then there is no Settlement.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing or Fairness Hearing at 1:30 p.m. on November 30, 2023 in the Circuit Court of the First Judicial Circuit, Williamson County, Illinois, which is located at 3111 Williamson County Pkwy, Marion, IL 62959. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys’ fees and litigation costs and the amount of the Service Awards to the Named Plaintiffs.

24. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.BTBfeesettlement.com

25. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 20 above, a statement showing that you intend to appear at the Final Approval Hearing. A statement substantively similar to “I intend to appear at the Final Approval Hearing” will be sufficient. The Court will consider your objection even if you do not appear. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.BTBfeesettlement.com.

THE LAWYERS REPRESENTING YOU

26. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel” will represent you and the other Class Members. However, you may retain a lawyer to represent you at your own expense.

27. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will request payment directly from the Settlement Fund for the legal services provided to accomplish the Settlement for Class Members’ benefit. Class Counsels’ award of attorneys’ fees and costs is deducted from the Settlement Fund, reducing that amount in calculating the Net Settlement Fund that Class Members will be sent.

28. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Fairness Hearing. Class Counsel will file a Motion for Attorney Fees, Costs and Service Awards and will specify the amount being sought as discussed above no later than September 25, 2023. You can access this motion by visiting www.BTBfeesettlement.com.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at **www.BTBfeesettlement.com**. For additional information about the Settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Mail:

*Banterra Bank Fees
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391*

Call: (833) 630-4671

For more information you also can contact the Class Counsel as follows:

David Cates
THE CATES LAW FIRM
216 W Pointe Dr Ste A
Swansea IL 62226-8313
Telephone: (618) 277-3644
DCates@cateslaw.com

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PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.