

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

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

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH BANK OF GREENE COUNTY (“DEFENDANT”) AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES BETWEEN APRIL 26, 2016, AND MAY 26, 2023, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

The United States District Court for the Northern District of New York 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, you will receive a payment from the Settlement Fund 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; 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 for Relevant Fees and/or forgiveness of Uncollected Fees. 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	You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, you may receive a payment and/or forgiveness of Uncollected Fees and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, the settlement may not be approved.

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 lawsuit that is being settled is entitled *Broockmann v. The Bank of Greene County*. It is pending in the United States District Court for the Northern District of New York, Case No. 1:22-cv-00390-AMN-ATB. The case is a “class action.” That means that the “Class Representative,” Andrew Broockmann, is an individual who is acting on behalf of current and former customers who were assessed certain overdraft fees (“Relevant Fees”). The Class Representative has asserted a claim for breach of the Account agreement and violation of consumer protection laws.

Defendant maintains the overdraft fees were proper and permissible under the terms of its agreements and applicable law. Defendant denies that its practices give rise to claims for damages by the Class Representative or any settlement Class Member.

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

You received this Notice because Defendant’s records indicate that you were charged one or more Relevant Fees that are the subject of this action. The Court directed that this Notice be sent to all settlement Class Members because each such member has a right to know about the proposed settlement and the options available to him or her 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 the Class Representative's 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, the class representative's lawyers, known as class counsel, make this recommendation to the class representative. The class representative has the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all settlement Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees at issue. Even if the applicable agreements did not permit Defendant to assess these fees, there is uncertainty about whether the Class Representative's claims are subject to other defenses that might result in no or less recovery to settlement Class Members. Even if the Class Representative were to win at trial, there is no assurance that the settlement 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, the settlement Class Members will avoid these and other risks and the delays associated with continued litigation.

Defendant disputes the allegations in the lawsuit, denies any liability or wrongdoing, and 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 this Notice, Defendant's records indicate that you are a member of the settlement Class who is 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) do nothing and receive a payment according to the terms of this settlement; (2) exclude yourself from the settlement ("opt out" of it); or (3) participate in the settlement but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive a payment. If you do nothing, you will get a payment or forgiveness of Uncollected Fees.

The deadline for sending a letter to exclude yourself from, or opt out of, the settlement is **August 24, 2023**.

The deadline to file an objection with the Court is also **August 24, 2023**.

7. How do I decide which option to choose?

If you do not like the settlement, 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, you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, the settlement may not be approved and no payments would be made to you or any other member of the Class. If your objection (and any other objection) is overruled and the Settlement is approved, you may still get a payment and/or forgiveness of Uncollected Fees and will be bound by the settlement.

If you want to participate in the settlement, you don't have to do anything; you will receive 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 has already 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 “Final Approval Hearing,” which is currently scheduled for **October 11, 2023**.

THE SETTLEMENT PAYMENT

9. How much is the settlement?

Defendant has agreed to create a Settlement Fund of \$1,150,000. It will also forgive Uncollected Fees totaling approximately \$64,500, as defined in the Settlement Agreement, and cease assessing overdraft fees on “authorize positive, settle negative” debit card transactions.

As discussed separately below, attorneys’ fees, litigation costs, and the costs paid to a third-party Settlement Administrator to administer the settlement (including mailing and emailing notice) will be paid out of the Settlement Fund. The Net Settlement Fund will be divided among all settlement Class Members entitled to Class Member Payments based on formulas described in the Settlement Agreement.

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

Class Counsel will request the Court to approve attorneys’ fees of not more than 33.33% of the Value of the Settlement and will request that it be reimbursed for litigation costs incurred in prosecuting the case. 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 case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

11. How much of the Settlement Fund will be used to pay the Class Representative a Service Award?

Class Counsel will request that the Class Representative be paid a Service Award in the amount of \$7,500 for his work in connection with this case. The Service Award must be approved by the Court.

12. How much will my payment be?

The balance of the Settlement Fund after attorneys’ fees and costs, the Service Award, and the Settlement Administrator’s fees, also known as the Net Settlement Fund, will be divided among all settlement Class Members entitled to payments in accordance with the formulas outlined in the Settlement Agreement. Current customers of Defendant will receive a credit to their Accounts for the amount they are entitled to receive. Former customers of Defendant shall receive a check from the Administrator. Settlement Class Members entitled to forgiveness of Uncollected Fees shall receive this benefit automatically.

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

No. If you received this Notice, you may be entitled to receive a payment for Relevant Fees and/or forgiveness of Uncollected Fees 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 Final Approval Hearing on **October 11, 2023**, at **10:00 a.m.** to consider whether the settlement should be approved. If the Court approves the settlement, payments should be made or credits should be issued approximately 90 days later. However, if someone objects to the settlement and the objection is sustained, there will be no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the settlement?

If 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, you must exclude yourself, or “opt out.”

To opt out, you **must** send a letter to the Settlement Administrator stating that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Broockmann v. The Bank of Greene County* class action.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), your address, your telephone number, and your email address. Your exclusion, or opt-out, request must be **postmarked by August 24, 2023**, and sent to the following address:

Broockmann v. The Bank of Greene County
Settlement Administrator
P.O. Box 2088
Portland, OR 97208-2088

16. 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 alleged in this case. However, you will not be entitled to receive a payment from the settlement.

OBJECTING TO THE SETTLEMENT

17. How do I notify the Court that 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 from, or opt out of, the settlement. (Settlement Class Members who exclude themselves from the settlement have no right to object to how other settlement Class Members are treated.) To object, you **must** send a written document by mail or private courier (e.g., FedEx) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant’s Counsel at the addresses below. Your objection must include

- a. the name of the Action;
- b. your full name, address, and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- d. the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the settlement or fee application;
- f. the number of times in which your counsel and/or your counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which your counsel or their firm has made such objection and a copy of any orders related to or ruling upon your counsel’s or your counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or your counsel’s law firm have objected to a class action settlement within the preceding five years;
- g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- h. the identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- j. a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- k. your signature (an attorney’s signature is not sufficient).

All objections must be postmarked no later than **August 24, 2023**, and must be mailed to the Settlement Administrator as follows:

Broockmann v. The Bank of Greene County
Settlement Administrator
P.O. Box 2088
Portland, OR 97208-2088

18. What is the difference between objecting to 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 settlement Class 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, you are entitled to a payment for Relevant Fees and/or forgiveness of Uncollected Fees if the settlement is approved, but you will release claims you might have against Defendant. 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 Relevant Fees or forgiveness of Uncollected Fees, or release claims you might have against Defendant for the claims alleged in this lawsuit.

19. What happens if I object to the settlement?

If the Court sustains your objection or the objection of any other member of the settlement Class, there will be no settlement. If you object but the Court overrules your objection and any other objection(s), you will be part of the settlement.

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 at **10:00 a.m. on October 11, 2023**, at the United States District Court for the Northern District of New York Federal Building and U.S. Courthouse, which is located at 15 Henry St., Binghamton, NY 13901. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are 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 Award to the Class Representative. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.ODFeeBGCSettlement.com.

21. 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, you may want to attend.

22. 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 17, above, the statement "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

23. 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 settlement Class Members.

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

No. Class Counsel will be paid directly from the Settlement Fund.

25. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the website established by the Settlement Administrator or by requesting the court record online from the United States District Court for the Northern District of New York at <https://eservices.archives.gov/orderonline>.

GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the Settlement Agreement, which can be viewed or obtained online at www.ODFeeBGCSettlement.com or at the Office of the Clerk of the United States District Court for the Northern District of New York, located at 15 Henry St., Binghamton, NY 13901; by asking for the Court file containing the Motion For Preliminary Approval of Class Settlement (the Settlement Agreement is attached to the motion); or by obtaining a copy online at <https://eservices.archives.gov/orderonline>.

For additional information about the settlement, to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you may contact the Settlement Administrator as follows:

Broockmann v. The Bank of Greene County
Settlement Administrator
P.O. Box 2088
Portland, OR 97208-2088

For more information, you may also contact Class Counsel as follows:

KalielGold PLLC
1100 15th St. NW
4th Floor
Washington, D.C. 20005
202-350-4783

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