

Suffecool v. Somerset Trust Company
Settlement Administration
P.O. Box 6150
Novato, CA 94948-6150

SOMS

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

SOMS «Claim Number»

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE» «COUNTRY»

If you were charged a Retry NSF Fee¹ between February 4, 2018 and November 4, 2022 by Somerset Trust Company, you could get a payment from a class action settlement.

A Pennsylvania court authorized this notice. This is not a solicitation from a lawyer.

- The settlement provides \$262,290.00 (the “Settlement Fund”) to settle claims relating to Retry NSF Fees (defined in footnote 1 below) charged by Somerset Trust Company (“Defendant”) between February 4, 2018 and November 4, 2022.
- Class Members who do nothing will automatically receive a check or account credit, if eligible. These payments will be from the Net Settlement Fund based on a percentage of the amount of applicable fees charged. The amount of these payments will be determined by an independent settlement administrator and not by Defendant. You are a Class Member if you received a postcard notice addressed to you.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Automatically receive a settlement check or account credit, if eligible, once the settlement is finally approved. Give up the right to bring a separate lawsuit about the same issue.
EXCLUDE YOURSELF	Get no benefits from the settlement. Keep the right to bring a separate lawsuit about the same issue at your own expense.
OBJECT	Write to the Court about why you don’t like the settlement. If the settlement is approved, you will still receive a check or account credit and give up the right to bring a separate lawsuit about the same issue.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement.

BASIC INFORMATION

1. Why did I receive a postcard notice?

The records of Somerset Trust Company (“Defendant”) show that you were charged a Retry NSF Fee. Because of this, you are a Class Member, and you may be affected by this class action settlement.

The Court sent you notice because you have a right to know about the proposed class action settlement, and about your options, before the Court decides whether to approve the settlement. If you do nothing and the Court approves the settlement, and after any appeals are resolved, you will receive a payment as a check or as an account credit, if eligible, and your claims will be released.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

The Court in charge of the case is the Court of Common Pleas of Somerset County, Pennsylvania, and the case is known as *Patricia Suffecool v. Somerset Trust Company*. The person who sued is called the Plaintiff, and the bank she sued is called the Defendant.

¹ Retry NSF Fee means the fee (less any refund or waiver) that Somerset Trust Company charges on the second or third time (or subsequent times) a third party submits an item in an attempt to collect on a check (including an electronic check) or ACH payment item after the first attempt at payment was rejected because the customer’s account had an insufficient available balance.

2. What is the lawsuit about?

The lawsuit claims that Defendant improperly charged the fees listed under question 1 above. Defendant denies that it did anything wrong. Defendant claims that it was allowed to assess these fees, and properly did so in accordance with the terms of its account agreements and applicable law.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Patricia Suffecool) sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action solely for the purposes of settlement and notice. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. Defendant does not in any way acknowledge, admit to or concede any of the Plaintiff’s allegations and expressly disclaims and denies any and all fault or liability for the claims that have been alleged in this lawsuit. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

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

If you received a postcard notice addressed to you, then you are a Class Member, you will be a part of the settlement, and you will receive the benefits of the settlement, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

The Defendant has agreed to create a Settlement Fund of \$262,290.00 to settle this case. As discussed separately below, attorneys’ fees and expenses, costs of notice and settlement administration, the costs of distributing the settlement benefits, and a service award to the Class Representative will also be paid out of this amount.

7. What can I get from the settlement?

After deducting the attorneys’ fees and expenses, costs of notice and settlement administration, the costs of distributing the settlement benefits and a service award to the Class Representative approved by the Court, there will be a Net Settlement Fund available for distribution to participating Class Members. Each participating Class Member will be paid from this fund on a pro rata basis, based on the amount of applicable fees charged to that Class Member (less any refunds and waivers). For example, a Class Member who was charged \$1,000.00 in applicable fees with no refunds or waivers will receive a check or account credit for twice as much as a Class Member who was charged \$500.00 in applicable fees with no refunds or waivers.

The actual amount of any Class Member’s check or account credit will be determined by an independent settlement administrator based on the following formula:

$$\text{Class Member's Pro Rata \%} = \frac{\text{Total Retry NSF Fees of That Class Member}}{\text{Total of Retry NSF Fees of All Participating Class Members}}$$

$$\text{Class Member's Distribution} = \text{Class Member's Pro Rata \%} \times \text{Net Settlement Fund}$$

You will not receive more in the settlement than the amount of the applicable Retry NSF Fees that you were charged during the Class Period and, rather, will receive less.

8. What do I need to do to receive a payment from the settlement?

You do not need to do anything to receive a payment from the settlement. As long as you do not exclude yourself, if eligible, you will receive a settlement payment if the settlement is approved and becomes final. If your address changes, however, please call the number at the bottom of this notice to report the address change so that your payment reaches you.

9. When would I get my payment?

The Court will hold a hearing on **December 14, 2023, at 9:30 a.m.** to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, the Settlement Administrator will be able to distribute the funds. This may take several months and perhaps more than a year.

10. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims that were or could have been brought that arise out of and/or relate to the facts and claims alleged in *this* case. It also means that all of the Court's orders will apply to you. Once the settlement is final, your claims relating to claims that were or could have been brought that arise out of and/or relate to the facts and claims alleged in *this* case will be released and forever barred. The specific language relating to the claims that you are releasing as part of the settlement is in Section 13 of the Settlement Agreement, which is available at www.STCLitigation.com and on file with the Court.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

11. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail stating that you want to opt out or be excluded from *Suffecool v. Somerset Trust Company*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **October 18, 2023** to:

Suffecool v. Somerset Trust Company Exclusions
P.O. Box 6150
Novato, CA 94948-6150

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

12. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit against the Defendant relating to the same claims, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue such lawsuit. Remember that the exclusion deadline is **October 18, 2023**.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of Golomb Spirt Grunfeld, P.C. and Kaliel Gold PLLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you participate in the settlement, Class Counsel will have access to certain of your information relating to the accounts that you maintain or maintained with the Defendant and transactions on such accounts, subject to the terms of the Settlement Agreement.

15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to one-third of the Settlement Fund, reimbursement of expenses, and a service award of \$3,000.00 to the Class Representative, to be paid from the Settlement Fund. The amount of these fees must be approved by the Court.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

16. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. The Court will consider your views. To object, you must send a letter stating that you object to *Suffecool v. Somerset Trust Company*, No. 84 Civil 2022. You

must include your name, address, telephone number, the last four digits of your account number(s) or former account number(s), the contact information for any attorney retained, whether you intend to appear at the Final Approval Hearing, and the reasons you object to the settlement. You must mail the objection by first-class mail to the Settlement Administrator at the address listed under Question 11 of this notice, and the below recipients postmarked no later than **October 18, 2023**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk Court of Common Pleas Somerset County Courthouse 111 East Union Street, Suite 180 Somerset, PA 15501	Kenneth J. Grunfeld Golomb Spirt Grunfeld, P.C. 1835 Market Street, Suite 2900 Philadelphia, PA 19103	Justin J. Kontul Alex G. Mahfood Reed Smith LLP 225 Fifth Avenue Pittsburgh, PA 15222

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don’t have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **9:30 a.m.** on **December 14, 2023** in Courtroom 2, at the Court of Common Pleas, Somerset County, 111 E. Union St., Somerset, PA 15501. 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 will listen to people who have asked to speak at the hearing and complied with questions 16 and 20, as applicable, of this notice. The Court may also decide how much to pay Class Counsel and the value of the service award to be paid to the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. You are not required to attend this hearing.

19. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter stating that it is your “Notice of Intention to Appear in *Suffecool v. Somerset Trust Company*.” You must include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must be postmarked no later than **October 18, 2023**, and be sent to the Settlement Administrator at the address listed under question 11 of this notice, and the other recipients identified in question 16 of this notice. If you hire a lawyer to speak for you, he or she must file an appearance by the same date.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, and you will receive the payments provided by the settlement once it becomes final. In exchange for the payment, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims released in the Settlement Agreement.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are available in the Settlement Agreement which is available at www.STCLitigation.com and on file with the Court. You can also call toll-free 888-834-0451. Be sure to state that you are calling about the *Suffecool v. Somerset Trust Company* settlement.