

IN THE 42ND JUDICIAL DISTRICT, IRON COUNTY, MISSOURI

If you were assessed Insufficient Funds Fees or Overdraft Fees by First State Community Bank, you could get a payment from a class action settlement.

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

- The settlement provides \$510,000.00 (the “Settlement Fund”) to settle claims relating to insufficient funds fees and overdraft fees First State Community Bank charged from September 4, 2015 to March 2, 2021.
- Class Members who do nothing will automatically receive a credit to their First Community State Bank account if they are current account holders or a check if they are past account holders. These payments will be from the Net Settlement Fund based on a percentage of the amount of applicable fees paid. You are a Class Member if this notice was 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 an account credit or a settlement check once the settlement is finally approved. Give up the right to bring a separate lawsuit relating to the claims in this lawsuit.
EXCLUDE YOURSELF	Get no benefits from the settlement. Keep the right to bring a separate lawsuit relating to the claims in this lawsuit 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 automatically receive a check or credit, and give up the right to bring a separate lawsuit relating to the claims in this lawsuit.

- 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. Payments will be made if the Court approves the settlement and after any appeals.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 2
1. Why did I get notice?	
2. What is the lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
WHO IS IN THE SETTLEMENT	PAGE 3
5. How do I know if I am part of the settlement?	
THE SETTLEMENT BENEFITS—WHAT YOU GET	PAGE 3
6. What does the settlement provide?	
7. What can I get from the settlement?	
8. What do I need to do to receive a payment from the settlement?	
9. When would I get my payment?	
10. What am I giving up to get a payment?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 4
11. How do I get out of the settlement?	
12. If I don't exclude myself, can I sue later for the same thing?	
13. If I exclude myself, can I get money from this settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 5
14. Do I have a lawyer in this case?	
15. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 5
16. How do I tell the Court that I don't like the settlement?	
17. What's the difference between objecting and excluding?	
THE COURT'S FINAL APPROVAL HEARING	PAGE 5
18. When and where will the Court decide whether to approve the settlement?	
19. Do I have to come to the hearing?	
20. May I speak at the hearing?	
IF YOU DO NOTHING	PAGE 6
21. What happens if I do nothing at all?	
GETTING MORE INFORMATION	PAGE 6
22. Are there more details about the settlement?	

BASIC INFORMATION

1. Why did I get notice?

If you received notice, the records of First State Community Bank (“FSCB”) show that, from September 4, 2015 to March 2, 2021, you were assessed more than one insufficient fund fee or overdraft fee related to a single check, ACH or wire transfer. Because of this, you are a Settlement Class Member, and you may be affected by this class action settlement.

The Court issued this 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, your account will be credited if you are a current account holder or the Settlement Administrator will send you the payment if you are no longer an account holder,

which is provided for in the settlement, and your claims will be released.

This notice 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 42nd Judicial District, Iron County, Missouri, and the case is known as *Golden v. First State Community Bank*. The person who sued is called the Plaintiff, and the bank she sued, FSCB, is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that FSCB improperly assessed the fees listed under Question 1 above. FSCB denies that it did anything wrong. FSCB claims that it was allowed to assess these fees.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Vickie Sue Golden) 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. 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. 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 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 pay \$510,000.00 to settle this case. The Defendant has also agreed to provide additional disclosures relating to its fee practices.

7. What can I get from the settlement?

After deducting the attorneys’ fees and expenses, administration expenses, and a service award to the Class Representative if approved by the Court, there will be a Net Settlement Fund available for distribution to Class Members. Each Class Member will be paid from this fund on a pro rata basis, based on the amount of applicable fees assessed against the Class Member. For example, a Class Member who was assessed \$1,000.00 in applicable fees will receive a check or credit for twice as much as a Class Member who was assessed \$500.00 in applicable fees.

The actual amount of any Class Member's check or credit will be determined based on the following formula:

$$\text{Class Member's Pro Rata \%} = \frac{\text{Relevant Fee Amounts Assessed to That Class Member}}{\text{Total of Relevant Fee Amounts Assessed to All Class Members}}$$

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

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, 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 **August 4, 2021** 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, it will be possible 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 FSCB relating to the legal claims 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 *this* case will be released.

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 *Golden v. First State Community Bank*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **July 12, 2021** to:

Golden v. First State Community Bank Exclusions
P.O. Box 43434
Providence, RI 02940-3434

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, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember that the exclusion deadline is **July 12, 2021**.

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 Cohen & Malad, LLP, Branstetter, Stranch & Jennings, PLLC, and Johnson Firm 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.

15. How will the lawyers be paid?

Class Counsel will ask the Court for reimbursement of expenses, attorneys' fees of up to one-third of the Settlement Fund, and a payment of \$5,000.00 to the Class Representative, to be paid from the Settlement Fund.

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 *Golden v. First State Community Bank*. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement. You must mail the objection to three different places postmarked no later than **July 12, 2021**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk Iron County Courthouse 42nd Judicial Circuit 250 S. Main St., Ste. 220 Ironton, MO 63650	Lynn Toops Cohen & Malad, LLP One Indiana Square Suite 1400 Indianapolis, IN 46204	Andrew Nieland Barack Ferrazzano Kirschbaum & Nagelberg LLP 200 W. Madison Street Suite 3900 Chicago, IL 60606

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 Class. Excluding yourself is telling the Court that you don't want to be part of the 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 **1:00 p.m.** on **August 4, 2021** at the 42nd Judicial District, Iron County Courthouse, 250 S. Main St., Ste. 220, Ironton, MO 63650. 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 Question 20 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions 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 it's not necessary.

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 *Golden v. First State Community Bank*." 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 **July 12, 2021**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed under Question 16 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph.

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 brought in this case.

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 on file with the Court. You can also call toll-free 1-866-207-0545, and Class Counsel will answer any questions you have. Be sure to state that you are calling about the *Golden v. First State Community Bank* settlement.