

If you were assessed Multiple Fees¹ from November 20, 2016 to March 1, 2022 by Chelsea Groton Bank, you could get a payment from a class action settlement.

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

- The settlement provides \$166,318.00 (the “Settlement Fund”) to settle claims relating to Multiple Fees (defined in footnote 1 below) charged by Chelsea Groton Bank (“Defendant”) from November 20, 2016 until March 1, 2022.
- Class Members who do nothing will automatically receive a check or account credit. These payments will be from the Net Settlement Fund based on a percentage of the amount of applicable fees paid. The amount of these payments will be determined by an independent settlement administrator and not by the Defendant. You are a Class Member if you received an email or 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 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 this notice?

The records of Chelsea Groton Bank (“Defendant”) show that you were assessed Multiple Fees. Because of this, you are a Class Member, and you may be affected by this class action settlement.

The Court sent you an email or postcard 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 payment as a check or as an account credit, 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 State of Connecticut Superior Court, Judicial District of Norwich at New London, and the case is known as *Paul O’Neal v. Chelsea Groton Bank*. The person who sued is called the Plaintiff, and the bank he sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that the Defendant improperly assessed the fees listed under footnote above. The Defendant denies that it did anything wrong. The 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 Paul O’Neal) 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.

¹ “Multiple Fees” means, for check transactions, the second or third NSF Fee or OD Fee charged to an accountholder when Chelsea Groton Bank returns a check for insufficient funds, a financial institution re-presents the check to Chelsea Groton Bank for payment, and Chelsea Groton Bank returns the check again for insufficient funds or pays the check despite insufficient funds. For ACH transactions, “Multiple Fees” means the second or third NSF Fee or OD Fee charged to an accountholder when Chelsea Groton Bank returns a debit entry for insufficient funds, an Originating Depository Financial Institution presents a Reinitiated Entry to Chelsea Groton Bank, and Chelsea Groton Bank returns the Reinitiated Entry for insufficient funds or pays the Reinitiated Entry despite insufficient funds.

The 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 charges 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 the email or postcard notice is 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 \$166,318.00 to settle this case. As discussed separately below, attorneys' fees, litigation costs, the costs of this notice and the costs of distributing the settlement benefits, among other settlement administration costs, 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 administration, and a service award to the Class Representative 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 \$100 in applicable fees will receive a check or account credit for twice as much as a Class Member who was assessed \$50 in applicable fees.

The actual amount of any Class Member's check or account credit will be determined by an independent settlement administrator.

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 remote hearing on February 26, 2024 at 10:00 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, 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 the Defendant relating to the legal claims that were or could have been brought 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 in *this* case will be released and forever barred.

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 optout or be excluded from *O'Neal v. Chelsea Groton Bank*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **December 28, 2023** to:

O'Neal v. Chelsea Groton Bank Exclusions
P.O. Box 301130
Los Angeles, CA 90030-1130

You can't exclude yourself on the phone or by email. 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 **December 28, 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 KalielGold PLLC, Hayber, McKenna & Dinsmore, LLC and Gibbs Law Group LLP 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 attorneys' fees and expenses of up to one-third of the Settlement Fund, reimbursement of expenses, and a service award of \$2,500.00 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 *O'Neal v. Chelsea Groton Bank*, KNL-CV-22-6059612-S. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement. You must mail the objection to four different places postmarked no later than **December 28, 2023**.

COURT	CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Connecticut Superior Court New London Judicial District 70 Huntington Street New London, CT 06320	Jeffrey Kaliel Sophia G. Gold KalielGold PLLC 1100 15th Street NW 4th Floor Washington, DC 20005	Joseph V. Meaney Law Offices of Joseph V. Meaney, Jr. 125 Eugene O'Neill Drive Suite 300 New London, CT 06320	<i>O'Neal v. Chelsea Groton Bank</i> Settlement Administrator P.O. Box 301130 Los Angeles, CA 90030-1130

The Court will hold a remote Final Approval Hearing on the record on February 26, 2024 at 10:00 a.m. Any objectors should contact Court Officer Ron Ferraro at Ronald.Ferraro@jud.ct.gov in advance of the hearing for the Microsoft Teams link to participate.

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 10:00 a.m. on February 26, 2024 at the Connecticut Superior Court, New London Judicial District, 70 Huntington Street, New London, CT 06320. 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 *O'Neal v. Chelsea Groton 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 December 28, 2023 and be sent to the Clerk of the Court, Class Counsel, Defense Counsel, and Settlement Administrator at the four addresses listed under 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. Any objectors should contact Court Officer Ron Ferraro at Ronald.Ferraro@jud.ct.gov in advance of the Final Approval Hearing for the Microsoft Teams link to participate.

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 on file with the Court. You can also visit the Settlement Website at www.ONealOverdraftFeesSettlement.com or call toll-free 888-298-1102. Be sure to state that you are calling about the *O'Neal v. Chelsea Groton Bank* settlement.