

HAMPSHIRE COUNTY MASSACHUSETTS SUPERIOR COURT

*Kimball v. Country Bank for Savings*, No. 2480CV00035

**If you were assessed a Challenged Fee<sup>1</sup> by Country Bank for Savings, you could get a payment from a class action settlement.**

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

- The settlement relates to certain fees (defined in footnote 1 below) that Country Bank for Savings (“Defendant”) charged between March 12, 2019 through December 31, 2025. If you were charged such a fee, you are a member of the Settlement Class.
- Class Members who do nothing will automatically receive a check or account credit and/or debt forgiveness. Payments and credits 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 Defendant.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	<b>Automatically receive a settlement check or account credit and/or debt forgiveness once the settlement is finally approved.</b> Give up the right to bring a separate lawsuit about the same issue.
<b>OBJECT</b>	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 account credit and/or debt forgiveness 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 notice?**

If you received a postcard notice or email notice relating to this case, then the records of Defendant show that you were assessed a Challenged Fee (as defined in footnote 1, below). Because of this, you are a member of the Settlement Class, and you may be affected by this class action settlement.

The Court is providing 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, the benefits of the settlement will be provided to you.

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 Hampshire County Massachusetts Superior Court, and the case is known as *Kimball v. Country Bank for Savings*. The persons who sued are called the Plaintiffs, and the entity sued is called the Defendant.

**2. What is the lawsuit about?**

The lawsuit claims that Defendant improperly assessed the fees described in footnote 1 below. 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 Marion Kimball and Vilandria Martinez) 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.

**4. Why is there a settlement?**

<sup>1</sup> “Challenged Fees” means: (1) Overdraft fees and NSF fees incurred during the Class Period on an item coded or classified as having previously incurred an NSF Fee (“Retry Fees”); and (2) Overdraft fees incurred during the Class Period on a transaction that did not overdraw the account (“Account Balance Fees”).

The Court did not decide in favor of the Plaintiffs 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 denies any wrongdoing and states that the Challenged Fees were assessed properly in accordance with the terms of applicable account agreements. 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 be provided with benefits 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 an email notice or postcard notice addressed to you, then you are a member of the Settlement Class, you will be a part of the settlement, and the applicable benefits of the settlement will be provided to you. 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 \$495,000 into a Settlement Fund 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 each of the Class Representatives will also be paid out of the Settlement Fund. In addition, Defendant will have its disclosures reviewed and updated, if necessary, to plainly and accurately reflect its fees assessment practices.

##### 7. What can I get from the settlement?

After deducting the attorneys' fees and expenses, costs of notice and administration, and service awards to the Class Representatives 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 Challenged Fees paid by the Class Member. For example, a Class Member who paid \$100 in applicable fees will receive a check or account credit for twice as much as a Class Member who paid \$50 in applicable fees.

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:

$$\text{Class Member's Distribution} = \left( \frac{\text{Total Amount of Challenged Fees Paid by Class Member During the Class Period}}{\text{Total Amount of Challenged Fees Paid by All Class Members During the Class Period}} \right) \times \text{Net Settlement Fund}$$

You will not receive more in the settlement than the amount of the applicable fees that you paid during the Class Period and are likely to 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 or account credit. You will receive a settlement payment or account credit if the settlement is approved and becomes final and if you are eligible. 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 11, 2026, at 2:00 p.m.** to decide whether to approve the settlement. You do not need to attend. 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. You do not need to do anything to receive your payment.

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

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 in *this* case. That 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.

#### THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court appointed the law firms of CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; and Ketterer, Browne & Associates, LLC 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.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 1/3 of the Value of the Settlement to be paid from the Settlement Fund, plus reimbursement of expenses, and a service award to each of the Class Representatives of up to \$5,000, to be paid from the Settlement Fund. The amount of the attorneys' fees, expenses, and service awards 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.

13. 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 *Kimball v. Country Bank for Savings*. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any evidence or legal argument that supports your objection. You must mail the objection to the following address postmarked no later than **June 22, 2026**:

***Kimball v. Country Bank for Savings* Objections**  
**P.O. Box 301172**  
**Los Angeles, CA 90030-1172**

**THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend the hearing. However, if you wish, you may attend and you may ask to speak.

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

The Court will hold a Final Approval Hearing on **August 11, 2026, at 2:00 p.m.** at **Hampshire Superior Court, 15 Gothic Street, Northampton, MA 01060**, or by telephonic or videoconference, which will be listed on the settlement website. 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 16 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.

15. 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.

16. 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 *Kimball v. Country Bank for Savings*." 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 June 22, 2026, and be sent to the address listed under question 13 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph and must file an appearance in accordance with the applicable rules of the Court.

**IF YOU DO NOTHING**

17. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, and you will be provided 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**

18. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details, including the Settlement Agreement, are available on the settlement website [www.KimballFeesSettlement.com](http://www.KimballFeesSettlement.com). You can also call toll-free 1-888-808-8341. Be sure to state that you are calling about the *Kimball v. Country Bank for Savings* settlement.