

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

Lisa Carter, et al. v. The City National Bank and Trust Company of Lawton, Oklahoma

United States District Court for the Western District of Oklahoma

Case No. 5:21-cv-29 (PRW)

PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiff Lisa Carter (“Named Plaintiff”) and all those on whose behalf she is prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendant The City National Bank and Trust Company of Lawton, Oklahoma (“Defendant” or “City National”), on the other hand, as of the date executed below. All references in this Agreement to a “party” or the “parties” shall refer to a party or the parties to this Agreement.

RECITALS

A. On January 14, 2021, Named Plaintiff filed a putative class action complaint entitled *Lisa Carter, et al. v. The City National Bank and Trust Company of Lawton, Oklahoma*, in the United States District Court for the Western District of Oklahoma, Case No. 5:21-cv-29 (PRW) (the “Litigation”). Named Plaintiff alleges claims for breach of contract, including the covenant of good faith and fair dealing, unjust enrichment/restitution, money had and received, and violations of the Electronic Fund Transfer Act (“Regulation E”), 12 C.F.R. § 1005.1, *et seq.*

B. On April 16, 2021, Defendant answered the Complaint.

C. After initial discovery, the Named Plaintiff filed a Motion for Class Certification on March 14, 2022. City National filed its Response to the Motion for Class Certification on April 14, 2022, and Named Plaintiff filed her Reply in Support of the Motion for Class Certification on May 13, 2022.

D. After briefing on Named Plaintiff’s class certification motion was complete, on August 16, 2022, the parties participated in a mediation before Gary Chilton, Holladay & Chilton, PLLC, at which time the parties reached a settlement of the claims alleged in Named Plaintiff’s Complaint. The settlement described below is the result of the parties’ agreement reached at the August 16, 2022 mediation.

E. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint and all other claims alleged by Named Plaintiff, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Defendant nevertheless believes that this settlement is in its best interest and in the best interests of all of its customers. Nothing contained in this Agreement shall be used or construed as an admission of fault, wrongdoing, or liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of fault, liability, or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

F. Named Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

1. DEFINITIONS. In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Bar Date to Object” will be the date set by the Court as the deadline for Class Members to file an Objection, and shall be approximately fifteen (15) days after the filing of the Motion for Final Approval.

(b) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out. The Bar Date to Opt Out shall be thirty (30) days after the date the Notice (defined below) must be sent to the Class Members.

(c) “Claims Administrator” shall mean the entity that will provide the notice and other administrative handling this Agreement. Class Counsel shall request bids from at least two separate claims administrators and the one providing the lowest bid shall be selected.

(d) “Class Counsel” shall mean Richard D. McCune and Emily J. Kirk of the McCune Law Group, APC and Barrett T. Bowers of The Bowers Law Firm.

(e) “Class Member” shall mean any customer of Defendant who is in either the Repeat Fee Settlement Class or the Regulation E Settlement Class.

(f) “Complaint” shall mean the Complaint filed on January 14, 2021.

(g) “Court” shall mean the District Court for the Western District of Oklahoma.

(h) “Defendant’s Counsel” shall mean Scott Meacham and John M. Thompson of Crowe & Dunlevy.

(i) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(j) “Email Notice” shall mean a short form of the Notice that shall be sent by email to Class Members who have elected to receive notices from Defendant by email.

(k) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

(l) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(m) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(n) “Final Report” shall mean the report prepared by the Claims Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 10, below.

(o) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 7, below.

(p) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs, any court approved service award, the costs of Notice, and any fees paid to the Claims Administrator. The costs of Notice and administration shall include, but not be limited to, the costs of compiling the class list, sending the Notice, updating the class list, and the transmissions of settlement checks.

(q) “Notice” shall mean the notice to Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval/Notice Order (defined below) and shall refer to the form of Notices attached hereto as Exhibits 1 and 2 (E-mail version).

(r) “Plaintiff’s Expert” shall mean data/database expert, Arthur Olsen, who has been hired to analyze Defendant’s transactional data and perform the necessary calculations to determine Settlement Payments to Class Members.

(s) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 5 and 6, below.

(t) “Regulation E Settlement Class” shall mean all customers of Defendant who have or had accounts with Defendant from January 14, 2020 through the date on which the Court preliminarily approves this Agreement, and who were assessed an overdraft fee on a one-time debit card or ATM transaction.

(u) “Regulation E Overdraft Charges” shall mean overdraft fees that were paid by the certified Regulation E Settlement Class Members from January 14, 2020 through the date on which the Court preliminarily approves this Agreement.

(v) “Repeat Fee Settlement Class” shall mean all customers of Defendant who have or have had accounts with Defendant who incurred more than one non-sufficient funds (“NSF”) fee or an NSF fee followed by an overdraft fee for the same item during the period beginning January 14, 2016 and ending on the date on which the Court preliminarily approves this Agreement.

(w) “Repeat Fee Charges” shall mean NSF and overdraft fees that were paid by certified Repeat Fee Settlement Class Members from January 14, 2016 through the date on which the Court preliminarily approves this Agreement.

(x) “Settlement Fund” shall mean the one million five hundred thousand dollars (\$1,500,000.00), to be paid by Defendant under the terms of this Agreement.

(y) “Settlement Payment” shall mean the payments, individually and in the aggregate, to each Class Member as provided in Section 9(d)(iv), below.

(z) “Uncollected Account Debt” shall mean any remaining amount owed by a Regulation E Settlement Class Member or Repeat Fee Settlement Class Member who had their account closed with an uncollected negative balance between January 14, 2016, through the date on which the Court preliminarily approves this Settlement.

(aa) “Value of the Settlement” shall mean the Settlement Fund plus the value of the changes in practice described in Section 2 below.

2. CHANGE IN PRACTICES AND ACCOUNT DISCLOSURES. Defendant has certain overdraft, NSF, and Regulation E policies and disclosures which it has either changed since the filing of this lawsuit, or will change in connection with the resolution of the settlement including: 1) requiring signatures or recorded confirmation of every opt-in (other than opt-ins through Defendant’s Interactive Voice Response (“IVR”)); 2) for customers opting-in via IVR, once a customer pushes the button to opt-in, they will first be required to listen to a full Regulation E Opt-in disclosure recording, and only after listening will the customer have the opportunity to opt-in following which Defendant will promptly send a written confirmation letter to the customer; 3) adopt procedures to verify a customer has received the Opt-in disclosure agreement before they opt-in, or has been read the Regulation E Opt-in disclosure agreement before the customer opts-in; 4) send confirmation letters to every customer opting-in and keep a copy of those letters in the customers’ respective files; 5) remove all references to “available balance” and/or “collected balance” with respect to the calculation of overdraft fees in its advertising and account documentation, except as may otherwise be required by law; 6) limit the number of overdraft and NSF fees on a single item that has already been presented and incurred a fee to two retry overdraft or NSF fees regardless of the number of times the item is resubmitted for payment; and 7) make changes to the deposit agreement and fee schedule to make clear that returned items may be subject to an NSF fee and then up to two retry NSF/overdraft fees if the item is resubmitted for payment by a merchant.

3. REPAYMENT OF UNCOLLECTED ACCOUNT DEBT TO DEFENDANT. Class Members who are not customers of Defendant at the time of the distribution of the Net Settlement Fund (meaning they no longer have an active account), and whose accounts were closed with an uncollected negative balance between January 14, 2016 and the date on which the Court preliminarily approves this Settlement, will have their individual Settlement Payment reduced by the amount of Uncollected Account Debt owing on their account. These Class Members will receive a Settlement Payment by check only if the closed account has a positive balance after the Settlement Payment is credited to the account. If the Class Member’s closed account still has a negative balance after being credited with the Settlement Payment, such Class Member’s negative

balance will be reduced by the amount of the Settlement Payment but such Class Member will not receive a check from the Class Administrator. All adjusted balances of Class Members' accounts will be reported to Experian.

4. **CLASS ACTION SETTLEMENT.** Named Plaintiff shall propose and recommend to the Court that the two settlement classes be certified, which classes shall be comprised of the Class Members. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Named Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

5. **PRELIMINARY SETTLEMENT APPROVAL.** Class Counsel shall use reasonable efforts to file a motion seeking a Preliminary Approval/Notice Order by November 1, 2022. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of each class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified classes, and the requirement that the Notice be given to the Class Members as provided in Section 6, below (or as otherwise determined by the Court).

6. **NOTICE TO THE CLASSES.**

(a) The Claims Administrator shall send the Notice to all Class Members as specified by the Court in the Preliminary Approval/Notice Order.

(b) For those Class Members who are current customers of Defendant and have agreed to receive notices regarding their accounts from Defendant electronically, Defendant shall provide the Claims Administrator with the most recent email addresses it has for these Class Members. The Claims Administrator shall email an Email Notice (see Exhibit 2) to each such Class Member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Claims Administrator shall use the best available databases to obtain current email address information, update its database with these emails, and resend the Notice by email and shall mail the Notice to Class Members at their last known mailing address. The Email Notice shall inform Class Members how they may request a copy of the Long Form Notice.

(c) For those Class Members who are not current customers of Defendant or who have not agreed to receive electronic notices regarding their accounts from Defendant, the Notice shall be mailed to these Class Members by first class United States mail to the best available mailing addresses. Defendant shall provide the Claims Administrator with last known mailing addresses for these Class Members. The Claims Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address information, the Claims Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable, the Claims Administrator shall use standard skip tracing devices to obtain forwarding address information

and, if the skip tracing yields a different forwarding address, the Claims Administrator shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The Notice shall also be posted on a settlement website created by the Claims Administrator.

(e) The Claims Administrator shall maintain a database showing mail and email addresses to which each Notice and/or Email Notice was sent and any Notices and/or Email Notices that were not delivered by mail and/or email. A summary report of this information shall be provided to the parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Claims Administrator regarding the Notice shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement, and shall not be used for any other purposes.

(f) The Notice and Email Notice shall be in a form approved by the Court and, substantially similar to the notice forms attached hereto as Exhibits 1 and 2. The parties may by mutual written consent make non-substantive changes to the Notice and Email Notice without Court approval.

(g) All costs associated with publishing, mailing, and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Claims Administrator's fees and costs, shall be paid out of the Settlement Fund.

7. **MOTION FOR FINAL APPROVAL.** Within a reasonable time after the Bar Date to Opt Out, and provided the conditions in Section 16, below, are satisfied, Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

8. **ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

9. **THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) **Payments to Class Members.** Within ten (10) days after entry of the Preliminary Approval/Notice Order, Defendant shall transfer the Settlement Fund to the Claims Administrator. If the total amount to be credited by Defendant to Class Members with open accounts or the total amount of Uncollected Account Debt is known at this time per Plaintiff's Expert's analysis and calculations, Defendant need only transfer to the Claims Administrator the Settlement Fund, less these amounts. If Plaintiff's Expert has not finalized these amounts by the date on which the Settlement Fund is to be transferred to the Claims Administrator, the entire Settlement Fund shall be transferred for later distribution by the Claims Administrator per the terms of this Section and the Claims Administrator shall remit to Defendant the total amount to be credited by Defendant to Class Members with open accounts or the total amount of Uncollected Account Debt if not previously withheld by Defendant as provided in this Section 9(a). The

Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsel's fees and costs; (b) any service award payment to the Named Plaintiff; (c) costs associated with administering the Notice in accordance with Section 6, above; and (d) any fees paid to the Claims Administrator for services rendered in connection with the administration process. Defendant shall not make any additional or further contributions to the Settlement Fund, even if the total amount of all alleged improper fees charged to the Class Members exceeds the value of the Net Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement is terminated by either party for any reason, including pursuant to Section 16, below, the portion of the Settlement Fund paid to the Claims Administrator (including accrued interest, if any) less expenses actually incurred by the Claims Administrator or due and owing to the Claims Administrator in connection with the settlement provided for herein, shall be refunded to Defendant within two (2) business days after the Final Approval Order is denied or this Agreement is terminated. Further, the parties agree that if such Final Approval Order is denied or this Agreement is terminated, any order certifying the class shall be vacated.

(b) All funds held by the Claims Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Claims Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

(i) Plaintiff's Counsel's Fees and Costs. Plaintiff's Counsel's reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund ten (10) days after entry of the Final Approval Order. Class Counsel shall apply for an award of attorneys' fees of up to one-third (33-1/3%) of the Value of the Settlement, plus reimbursement of reasonable litigation costs, to be approved by the Court. Defendant agrees not to oppose an application up to one-third (33-1/3%) of the Value of the Settlement, but reserves the right to oppose an application for fees in excess of that amount. Should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendant; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court.

(ii) Service Award. Named Plaintiff may apply to the Court for a service award of up to ten thousand dollars (\$10,000). Subject to the Court's approval, the service award shall be paid from the Settlement Fund ten (10) days after the Effective Date.

(iii) Claims Administrator's Fees. The Claims Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid from the Settlement Fund within ten (10) days after the Effective Date.

(iv) Payments to Class Members. All payments made to Class Members from the Net Settlement Fund shall be based on Defendant’s transactional data and determined on a pro-rata automatic allocation by Plaintiff’s Expert, under direction of Class Counsel. Defendant’s expert and/or Counsel shall have the option to review the results of Plaintiff’s Expert prior to distribution and may provide substantive comment to Plaintiff’s Expert. Of the \$1,500,000.00 Settlement Fund, \$1,250,000.00 (83.33%) is allocated to the “Repeat Fee Settlement Class” and \$250,000.00 (16.67%) is allocated to the “Regulation E Settlement Class”(the “Class Allocations”). Plaintiff’s Expert shall initially determine the amount payable to each Class Member by applying the Class Allocations. After the determination of the Settlement Payment due to each Class Member, Plaintiff’s Expert shall determine which Class Members’ accounts have remaining Uncollected Account Debt. For each of these Class Members, Plaintiff’s Expert will deduct the amount of Uncollected Account Debt owed from the Settlement Payment each Class Member is to receive pursuant to this settlement. Class Members owing Uncollected Account Debt will receive a Settlement Payment only if the account has a positive balance after being credited with the Settlement Payment. Plaintiff’s Expert or Defendant shall report to Class Counsel the accounts owing Uncollected Account Debt, along with Settlement Payments due to these Class Members, and the adjusted balances for each account after repayment of the owed Uncollected Account Debt, which Defendant will be reporting to Experian as a result of this settlement.

Payments from the “Net Settlement Fund” shall be calculated as follows:

- (1) Members of the Repeat Fee Settlement Class shall be paid per incurred Repeat Fee Charge calculated as follows:

$$(0.8333 \text{ of the Net Settlement Fund/Total "Repeat Fee Charges"}) \times \text{Total "Repeat Fee Charges"} \text{ paid by the member of the Repeat Fee Settlement Class} = \text{Individual Payment}$$

- (2) Members of the Regulation E Settlement Class who incurred “Regulation E Overdraft Charges” shall be entitled to make a claim for a refund of up to ten (10) such fees from that portion of the Net Settlement Fund allocated to the Regulation E Class (16.67%) and shall be provided a Claim Form with the Notice. The Claim Form shall indicate the number and amount of “Regulation E Overdraft Charges” assessed against each such member’s accounts. To the extent the 16.67% of the Net Settlement Fund allocated to pay “Regulation E Overdraft Charges” is not sufficient to make full payment for all such claims made, the money shall be distributed on a *pro rata* basis. If the total amount of “Regulation E Overdraft Charges” claimed through this claims process is less than the net amount allocated, the excess shall be paid to all members of the Regulation E Settlement Class, not just those who made a claim, on a *pro rata* basis using the following formula:

$(0.1667 \text{ of the Net Settlement Fund/Total "Regulation E Overdraft Charges"}) \times \text{Total "Regulation E Overdraft Charge" paid by the member of the Regulation E Class} = \text{Individual Payment}$

- (3) Class Members who were not assessed a "Regulation E Overdraft Charge" shall not receive a Claim Form.
- (4) Payments to individual Class Members ("Individual Payments") shall be made no later than ten (10) days after the Effective Date, as follows:

- i) For those Class Members who are customers of Defendant at the time of the distribution of the Net Settlement Fund (meaning they have an active account), any checking or savings account they are then maintaining at Defendant, held by them individually, shall be credited in the amount of the Individual Payment they are entitled to receive.
- ii) For those Class Members who are not customers of Defendant at the time of the distribution of the Net Settlement Fund (meaning they no longer maintain an active account), they shall be mailed a check by the Claims Administrator at the address used to provide the Notice, or at such other address as designated by the Class Member. Such Class Members will receive a check only if the closed account has a positive balance after the Settlement Payment is credited to the account. To the extent the Settlement Payment brings a charged off account positive or reduces the debt owed, Defendant will report this change to Experian. If the Class Member's closed account still has a negative balance after being credited with the Settlement Payment, such Class Member's negative balance will be reduced by the amount of the Settlement Payment but such Class Member will not receive a check from the Class Administrator. The Class Member shall have one-hundred eighty (180) days to negotiate the check. Any checks

uncashed after one-hundred eighty (180) days shall be distributed pursuant to Section 12.

(v) Subject to any Uncollected Account Debt repayments set forth in Section 3, in no event shall any portion of the Settlement Fund revert to Defendant.

10. FINAL REPORT TO THE COURT. Within two hundred (200) calendar days after the Effective Date (or such other date set by the Court), Class Counsel, in coordination with the Claims Administrator and Defendant, shall submit to the Court a Final Report, setting forth: (a) the amounts paid to Class Members by the Claims Administrator, (b) any checks not cashed or returned; (c) the efforts undertaken to follow up on uncashed and/or returned checks; and (d) the total amount of money unpaid to Class Members. Defendant shall provide a supporting declaration under penalty of perjury setting forth the amount of the credits issued to Class Members. Class Counsel shall be entitled to verify credits by confidential review of a reasonable sample of Class Member account statements.

11. THE CLAIMS ADMINISTRATOR.

(a) The Claims Administrator shall execute a retainer agreement that shall provide, among other things, that the Claims Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement and as ordered by the Court. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Claims Administrator by means of recognized data security measures, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Claims Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Claims Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Claims Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Claims Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be subject to the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

(d) The Claims Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Claims Administrator shall be responsible for providing any notice as required under the Class Action Fairness Act, 28 U.S.C. § 1715. Defendant shall be responsible for costs associated with the notice provided for under this Section 11 (e).

(f) Claims Administrator shall provide the data in its claims administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(g) Within one hundred ninety (190) days after the Effective Date or such other date as required by the Court, the Claims Administrator shall prepare a declaration setting forth the total payments issued to Class Members by the Claims Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Claims Administrator.

12. CY PRES PAYMENT. Subject to Court approval, within thirty (30) days after the Final Report, the total amount of uncashed checks, and residual amounts held by the Claims Administrator at the time of the Final Report, shall be paid by the Claims Administrator to a *cy pres* recipient as nominated by Plaintiff but agreed to by Defendant and consistent with the Western District of Oklahoma rules on *cy pres* funds.

13. OPT-OUTS.

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Claims Administrator at the address listed in the Notice. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Agreement, and shall be signed and dated. Persons who do not timely and validly opt out in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement Agreement.

(b) The Claims Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Claims Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Claims Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) court days' written/email notice.

14. OBJECTIONS.

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and mailed to the Claims Administrator at the address listed in the Notice. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number, the last four digits of his or her account number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

(c) The Claims Administrator shall provide all objections to Class Counsel as received and Class Counsel shall file any objections and any responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

15. GENERAL RELEASE. Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of herself and each of the Class Members (collectively, the "Releasing Parties"), in consideration of the Payment and of the mutual covenants contained herein, hereby releases and forever discharges Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, from January 14, 2016 through the date on which preliminary approval of this settlement is granted by the Court, which Named Plaintiff and Class Members who do not opt out now have, could have made, own, or hold against any of the Defendant Releasees that were or could have been asserted in the Litigation (collectively, the "Released Claims"). The Named Plaintiff and Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Agreement, or the law applicable to such claims may change, but that it is their intention to finally and forever settle and release claims with respect to all of the matters described or subsumed herein, and that, notwithstanding the discovery or existence of any additional or different facts or claims, as to which the Named Plaintiff and Class Members expressly assume the risk, they freely and voluntarily give the release as set forth above. Except as to the rights and obligations provided for under the terms of this Agreement, the Releasing Parties covenant and agree that they will file no future lawsuit and make no future claim against the Defendant Releasees related to the Released Claims.

16. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 5 above;

(ii) The Court has entered the Final Approval Order as required by Sections 7 and 8 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 16(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 16 within ten (10) calendar days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 16(c) immediately above, or fails to become effective in accordance with Sections 16(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

17. **REPRESENTATIONS.**

(a) The parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiff, on behalf of the Class Members, represents that she has made such inquiry into the terms and conditions of this Agreement as she deems appropriate, and that by executing this Agreement, she, based on Class Counsel's advice, and her understanding of the case, believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiff represents that she has no knowledge of conflicts or other personal interests that would in any way impact her representation of the Class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

18. RETENTION OF JURISDICTION. The Court shall retain jurisdiction to enforce the judgment, releases, and agreements contemplated by this Agreement.

19. FURTHER ASSURANCES. Each of the parties hereto agrees to execute and deliver all such further documents, data, and information needed to carry out this Agreement's terms, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

20. PUBLICITY. The terms and amount of the Settlement Fund shall not be advertised to the general public or the media, and shall be disclosed to the Court and Class Members only as required by the Federal Rules of Civil Procedure and/or Class Counsel's duties to the classes.

21. APPLICABLE LAW. This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Oklahoma.

22. NO ORAL WAIVER OR MODIFICATION. No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

23. ENTIRE AGREEMENT. This Agreement, including the exhibits attached hereto, constitute the entire agreement made by and between the parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

24. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

25. SEVERABILITY. In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

26. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

27. **NOTIFICATION.** Any notice to be given to Class Counsel and/or Named Plaintiff shall be sent by email as follows:

Richard D. McCune
Emily J. Kirk
McCune Law Group, APC
3281 E. Guasti Road, Ste. 100
Ontario, CA 91761
Telephone: (909) 557-1250
rdm@mccunewright.com
ejk@mccunewright.com

Barrett T. Bowers
The Bowers Law Firm
1611 N. Broadway Ave.
Second Floor
Oklahoma City, OK 73103
Telephone: (405) 768-2907
Barrett@bowerslawok.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Scott Meacham
John M. Thompson
Crowe & Dunlevy
Braniff Building
3248 N. Robinson, Ste. 100
Oklahoma City, OK 73102
Telephone: (405) 235-7747
scott.meacham@crowedunlevy.com
john.thompson@crowedunlevy.com

Any notice to the Claims Administrator shall be sent by email to the address of the Claims Administrator, which will be determined by the lowest bid for services.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: October 28, 2022

The City National Bank and Trust Company of Lawton,
Oklahoma

By:  _____

Its: President _____

Dated: October 25, 2022

Lisa Carter, an individual on behalf of herself and those she represents

By: 
BDB8569DB8374B8...
Lisa Carter

APPROVED AS TO FORM:

Dated: October 25, 2022

CROWE & DUNLEVY
Scott Meacham
John Thompson

By: Scott Meacham
Scott Meacham, OBA #13216
John M. Thompson, OBA #17532
CROWE & DUNLEVY
A Professional Corporation
324 N. Robinson Ave., Suite 100
Oklahoma City, OK 73102
(405) 235-7700 (Phone)
(405) 272-5924 (Facsimile)
scott.meacham@crowedunlevy.com
john.thompson@crowedunlevy.com

Attorneys for Defendant The City National Bank and Trust Company of Lawton, Oklahoma

Dated: October 25, 2022

McCUNE LAW GROUP, APC
Richard D. McCune
Emily J. Kirk

By: 
Richard D. McCune
Attorneys for Named Plaintiff Lisa Carter

Exhibit 1

Lisa Carter, et al.
v.
The City National Bank and Trust Company of Lawton, Oklahoma

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 THE CITY NATIONAL BANK AND TRUST COMPANY OF LAWTON, OKLAHOMA (“DEFENDANT” OR “CITY NATIONAL”) AND YOU WERE CHARGED AN OVERDRAFT OR NON-SUFFICIENT FUNDS (“NSF”) FEE BETWEEN JANUARY 14, 2016, AND [REDACTED], THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT

The District Court for the Western District of Oklahoma has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
MAKE A CLAIM	You may make a claim for up to potentially as many as ten (10) overdraft fees which were paid by you on one-time debit card or ATM transactions between January 14, 2020 and [REDACTED], assuming there was no prior refund of the overdraft fee. The number of such overdraft fees you may have incurred are shown on the Claim Form attached to this Notice. If you did not receive a Claim Form, then you have no eligible ATM or debit card fees of this type and therefore need not make a claim. However, you may still be entitled to payment for other NSF and Overdraft Fees which do not require a claim to be made. If you are eligible to make a claim for repayment of ATM and one-time debit card fees, you should fill out and submit the Claim Form within thirty (30) days after receipt of this notice, or you might not receive any funds for one-time debit card and ATM overdraft fees. If the claims do not exceed the amount allocated for these overdraft fees, you may receive a payment for these overdraft fees, but likely will receive more if you make a claim.

DO NOTHING	Even if you do not make a claim (or you did not receive a Claim Form because you did not have an overdraft fee on a one-time debit card or ATM transaction within the relevant period), if you have incurred more than one NSF fee or an NSF fee followed by an overdraft fee for the same transaction item in the period beginning January 14, 2016 through <input checked="" type="checkbox"/> , you may receive a payment from the Settlement Fund if you do not opt out. However, you may receive more if you receive a Claim Form and make a claim.
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 City National but you will not receive a payment. If you exclude yourself from the settlement but want to recover against City National, 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, then you will receive a payment and you will not be able to sue City National for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved and the case will go forward. If you opt-out, then you cannot file an objection.

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 *Lisa Carter, et al. v. The City National Bank and Trust Company of Lawton, Oklahoma* in the United States District Court for the Western District of Oklahoma, Case No. 5:21-cv-29 (PRW). The case is a "class action." That means that the "Named Plaintiff," Lisa Carter, is an individual who is acting on behalf of two groups. The first is all customers of City National who have or had accounts with City National who were assessed an overdraft fee on a one-time debit card or ATM transaction between January 14, 2020 and . The second group is all customers of City National who have or have had accounts with City National who incurred more than one NSF fee or an NSF fee followed by an overdraft fee for the same transaction item between January 14, 2016 and . The persons in these groups are collectively called the "Class Members."

The Named Plaintiff claims City National charged customers overdraft fees on one-time debit card and ATM transactions even though it did not properly opt them into its overdraft program for debit card and ATM transactions as required by Regulation E of the Electronic Fund Transfer Act. Named Plaintiff also alleges City National improperly charged repeated fees (either NSF fees or an NSF fee followed by an overdraft fee) on a single transaction item even though City National's contract with its customers states it will only charge a single fee per transaction item. The Complaint alleges claims for breach of contract, including the covenant of good faith and fair dealing, unjust

enrichment/restitution, money had and received, and violations of Regulation E. The Named Plaintiff is seeking a refund of alleged improper overdraft and NSF fees charged to Class Member accounts. City National does not deny it charged overdraft and NSF fees but contends it did so properly and in accordance with the terms of its agreements and applicable law. City National maintains that its practices were and now are proper and properly disclosed to its customers, and therefore denies that its practices give rise to claims for damages by the Named Plaintiff or any Class Member.

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

You received this Notice because City National's records indicate that you are a Class Member because you were charged with one or more overdraft and/or NSF fees that are the subject of the claims alleged in this case. The Court directed that this Notice be sent to all Class Members because each Class 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 Named Plaintiff's 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, these lawyers, known as Class Counsel, make this recommendation to the Named Plaintiff. The Named Plaintiff has the duty to act in the best interests of the class as a whole and, in this case, it is her belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that City National improperly opted-in customers to its Regulation E overdraft program such that it was not entitled to charge customers overdraft fees on one-time debit card and ATM transactions. The same is true regarding whether City National was contractually and otherwise legally obligated not to assess more than one fee on a single transaction item. Additionally, there is uncertainty about whether the Named Plaintiff's claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiff were to win at trial, there is no assurance that the 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 Class Members will avoid these and other risks and the delays associated with continued litigation.

While City National disputes the allegations in the lawsuit and denies any liability or wrongdoing, it 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, then City National's records indicate that you are a Class Member 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 four options: (1) file a claim with the claims administrator on the Claim Form attached to this Notice to recover for the overdraft fees you were charged for ATM and one-time debit card transactions pertaining to the Claim Form (if you did not receive a Claim Form then you were not assessed any eligible ATM and debit card fees), (2) do nothing and you will receive a payment if you are entitled to one according to the terms of this settlement; (3) exclude yourself from the settlement ("opt out" of it); or (4) 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?

The deadline for sending a Claim Form to the Claims Administrator is [REDACTED]. If you do nothing, so long

as you do not opt out or exclude yourself (described in Questions 16 through 18, below), a payment will be made to you, either by crediting your account if you still maintain an account with City National or by mailing a check to you at the last address on file with City National (or any other address you provide).

The deadline for sending a letter to exclude yourself from or opt out of the settlement is [REDACTED].

The deadline to file an objection with the Court (described in Questions 19 through 21, below) is also [REDACTED].

7. How do I decide which option to choose?

If you do not like the settlement and 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, then 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, then the settlement will not be approved and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still get a payment.

If you want to participate in the settlement, and the Claim Form attached to this Notice indicates you were assessed overdraft fees which are eligible to make a claim, then you should fill out the Claim Form and return it as this might mean more money to you than if you do not make a claim. See Question 25, below. If you did not receive a Claim Form with this notice, then City National's records indicate you were not assessed the type of overdraft fees for ATM withdrawals or one-time debit card payments that are reimbursable under the claims portion of the settlement. In that case, you need not do anything and you will still receive a payment for other overdraft and/or NSF fees assessed if you do not opt out.

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 already has decided to provide preliminary approval of the settlement, which is why you received this Notice. The Court will make a final decision regarding the settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for [REDACTED].

THE SETTLEMENT PAYMENT

9. How much is the settlement?

City National has agreed to create a Settlement Fund of \$1,500,000.00. In addition, City National has agreed to change certain overdraft practices and disclosures. Together these constitute the Value of the Settlement. As discussed separately below, attorneys' fees, litigation costs, a Service Award to the Named Plaintiff, and the costs paid to a third-party Claims Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class Members based on the amount of eligible overdraft and NSF fees they paid. The formula for distributing the settlement is described in the Settlement Agreement.

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

Class Counsel will request attorneys' fees be awarded by the Court of not more than one-third of the Value of the Settlement. Class Counsel has also requested that it be reimbursed approximately \$ [REDACTED] in 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 Named Plaintiff a Service Award?

Class Counsel on behalf of the Named Plaintiff will request that the Court award her up to \$10,000 for her role in securing this settlement on behalf of the class. The Court will decide if a Service Award is appropriate and if so, the amount of the award.

12. How much of the Settlement Fund will be used to pay the Class Administrator's expenses?

The Claims Administrator has agreed to cap its expenses as \$ [REDACTED].

13. How much will my payment be?

The balance of the Settlement Fund will be divided among all Class Members based on claims made or on a pro rata basis according to an allocation set out in the Settlement Agreement. Current City National customers will receive a credit to their accounts for the amount they are entitled to receive. Former customers shall receive a check from the Claims Administrator. If a former customer with a closed or charged-off account owes City National money related to that account, any payment which such customer is due from the Settlement Fund will be reduced by the amount owed to City National.

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

No. But if you received a Claim Form with this Notice and fill out the Claim Form and send it to the Administrator as provided in Question 25, below, you may receive a greater payment than if you do not make a claim. If you received this Notice but there is no Claim Form attached, then you will still be entitled to receive a payment without having to make a claim. Any amount you are entitled to under the terms of the settlement will be distributed to you unless you choose to exclude yourself from the settlement, or "opt out." Excluding yourself from the settlement means you choose not to participate in the settlement. You will keep your individual claims against City National, but you will not receive a payment. In that case, if you choose to seek recovery against City National, then you will have to file your own separate lawsuit or claim.

15. When will I receive my payment?

The Court will hold a Final Approval/Fairness Hearing (explained below in Questions 22-24) on [REDACTED], 2022 at [REDACTED] to consider whether the settlement should be approved. If the Court approves the settlement, then payments should be made or credits should be issued within about 40 to 60 days after the settlement is approved. However, if someone objects to the settlement, and the objection is sustained, then there is 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

16. 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 City National for the claims alleged in this lawsuit, then you must exclude yourself, or "opt out."

To opt out, you **must** send a letter to the Claims Administrator stating that you want to be excluded. Your letter can simply say "I hereby elect to be excluded from the settlement in the *Lisa Carter v. City National* class action. Be sure to include your name, the last four digits of your account number or former account number, address, telephone number, and email address. Your exclusion or opt out request must be postmarked by [REDACTED], and sent to:

Lisa Carter v. The City National Bank and Trust Company of Lawton, Oklahoma
Claims Administrator

Attn:

ADDRESS OF THE CLAIMS ADMINISTRATOR

17. 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 City National for the claims alleged in this case. However, you will not be entitled to receive a payment from this settlement.

18. If I exclude myself, can I obtain a payment?

No. If you exclude yourself, you will not be entitled to a payment.

OBJECTING TO THE SETTLEMENT

19. 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, or opt out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document to the Claims Administrator at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the factual and legal reasons why you object, and whether you intend to appear at the Fairness Hearing. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature. If you have an attorney who will appear on your behalf, please indicate that person's name and contact information.

All objections must be post-marked no later than [REDACTED], and must be mailed to the Claims Administrator as follows:

CLAIMS ADMINISTRATOR
Lisa Carter v. The City National Bank and Trust Company of Lawton, Oklahoma Claims Administrator Attn: ADDRESS OF THE CLAIMS ADMINISTRATOR

20. What is the difference between objecting 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 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, then you are entitled to a payment if the settlement is approved, but you will release claims you might have against City National related to this lawsuit. 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 or release claims you might have against City National for the claims alleged in this lawsuit.

21. What happens if I object to the settlement?

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Approval/Fairness Hearing at [REDACTED] on [REDACTED], 2022 at the District Court for the Western District of Oklahoma, William J. Holloway Jr. United States Courthouse located at 200 NW 4th Street, Oklahoma City, Oklahoma 73102. 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 expenses and how much the Named Plaintiff should get as a “Service Award” for acting as the class representative.

23. 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, then you or your attorney may want to attend.

24. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval/Fairness Hearing. To do so, you must include with your objection, described in Question 19, above, the statement, “I hereby give notice that I intend to appear at the Final Approval/Fairness Hearing.”

SUBMIT A CLAIM

25. How do I make a claim if I received a Claim Form?

If you received a Claim Form, then you should use it to make a claim. It should be filled out, signed, and sent to the Claims Administrator.

All claims must be post-marked no later than [redacted], and must be mailed as follows:

<p>CLAIMS ADMINSTRATOR</p> <p>Lisa Carter v. The City National Bank and Trust Company of Lawton, Oklahoma Claims Administrator Attn: ADDRESS OF THE CLAIMS ADMINISTRATOR</p>
--

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing at all, and if the settlement is approved, then you may receive a payment that represents your share of the Settlement Fund net of attorneys’ fees and costs, Claims Administrator expenses, and the Named Plaintiff’s Service Award. You will be considered a part of the class, and you will give up claims against City National for the conduct alleged in this lawsuit. You will not give up any other claims you might have against City National that are not part of this lawsuit.

THE LAWYERS REPRESENTING YOU

27. Do I have a lawyer in this case?

The Court ordered that Richard D. McCune and Emily J. Kirk of the McCune Law Group, APC and Barrett T. Bowers of The Bowers Law Firm, along with their law firms (referred to in this notice as “Class Counsel”), will represent you and the other Class Members.

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

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

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

The Court will be asked to approve the amount of attorneys' fees at the Final Approval/Fairness Hearing. Class Counsel will file an application for 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 Claims Administrator.

GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [[WEBSITE](#)] or at the Office of the Clerk of the United States District Court for the Western District of Oklahoma, William J. Holloway Jr. United States Courthouse, 200 NW 4th Street, Oklahoma City, Oklahoma 73102, by asking for the Court file containing the Motion For Preliminary Approval of Class Settlement (the Settlement Agreement is attached to the motion).

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

Lisa Carter v. The City National Bank and Trust Company of Lawton, Oklahoma
Claims Administrator
Attn:

For more information you also can contact the Class Counsel as follows:

Richard D. McCune
Emily J. Kirk
McCune Law Group, APC
3281 E. Guasti Road, Ste. 100
Ontario, CA 91761
Telephone: (909) 557-1250
rdm@mccunewright.com
ejk@mccunewright.com

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

Exhibit 2

Subject of Email: Legal Notice of Class Action Settlement

(Body of email below, dynamic text is in purple and will appear black in final email)

ATTENTION:

<<FName1>><<MName1>><<LName1>>

<<FName2>><<MName2>><<LName2>>

<<Business>>

<<Rep>>

Lisa Carter, et al.

v.

The City National Bank and Trust Company of Lawton, Oklahoma

Case No. 5:21-cv-29 (PRW)

**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 THE CITY NATIONAL BANK AND TRUST COMPANY OF LAWTON, OKLAHOMA (“DEFENDANT” OR “CITY NATIONAL”) AND YOU WERE CHARGED AN OVERDRAFT OR NON-SUFFICIENT FUNDS (“NSF”) FEE BETWEEN JANUARY 14, 2016 AND [], THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

This email only summarizes the proposed settlement. The full Notice and Settlement Agreement can be viewed and downloaded from the settlement website at

*****.com.**

What is this lawsuit about, and who is included in the settlement?

The lawsuit that is being settled is entitled *Lisa Carter, et al. v. The City National Bank and Trust Company of Lawton, Oklahoma* in the United States District Court for the Western District of Oklahoma, Case No. 5:21-cv-29 (PRW). The case is a “class action.” That means that the “Named Plaintiff,” Lisa Carter, is an individual who is acting on behalf of two groups. The first is all customers of City National who have or had accounts with City National who were assessed an overdraft fee on a one-time debit card or ATM transaction between January 14, 2020 and X. The second group is all customers of City National who have or have had accounts with City National who incurred more than one NSF fee or an NSF fee followed by an overdraft fee for the same transaction item between January 14, 2016 and X. The persons in these groups are collectively called the “Class Members.”

The Named Plaintiff claims City National charged customers overdraft fees on one-time debit card and ATM transactions even though it did not properly opt them into its overdraft program for debit card and ATM transactions as required by Regulation E of the Electronic Fund Transfer Act.

Named Plaintiff also alleges City National improperly charged repeated fees (either NSF fees or an NSF fee followed by an overdraft fee) on a single transaction item even though City National's contract with its customers states it will only charge a single fee per transaction item. The Complaint alleges claims for breach of contract, including the covenant of good faith and fair dealing, unjust enrichment/restitution, money had and received, and violations of Regulation E. The Named Plaintiff is seeking a refund of alleged improper overdraft and NSF fees charged to Class Member accounts.

City National does not deny it charged overdraft and NSF fees but contends it did so properly and in accordance with the terms of its agreements and applicable law. City National maintains that its practices were and now are proper and properly disclosed to its customers, and therefore denies that its practices give rise to claims for damages by the Named Plaintiff or any Class Member.

The Court has not decided who is right.

Why did I receive this Notice of this lawsuit?

You received this Notice because City National's records indicate that you are a Class Member because you were charged one or more overdraft or NSF fees that are the subject of the claims alleged in this case. The Court directed that this Notice be sent to all Class Members because each Class 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.

What does the settlement provide?

City National has agreed to create a Settlement Fund of \$1,500,000.00. City National has also agreed to change certain overdraft practices and disclosures. Together these constitute the Value of the Settlement.

Attorneys' fees, litigation costs, a Service Award to the Named Plaintiff, and the costs paid to a third-party Claims Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of the Settlement Fund first. The balance of the Settlement Fund will then be divided among all Class Members based on claims made or on a pro rata basis according to the allocation set out in the Settlement Agreement and the amount of eligible overdraft and/or NSF fees they paid. Current City National customers will receive a credit to their accounts for the amount they are entitled to receive. Former customers shall receive a check from the Claims Administrator. If a former customer with a closed or charged-off account owes City National money related to that account, any payment which such customer is due from the Settlement Fund will be reduced by the amount owed to City National.

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

No. But if you received a Claim Form with this Notice and fill out the Claim Form and send it to the Claims Administrator, you may receive a greater payment than if you do not make a claim. All claims must be post-marked no later than [REDACTED], and must be mailed as follows:

mail a written document to the Claims Administrator at the address below. Your objection should say that you are a Class Member in the Lisa Carter v. City National class action, that you object to the settlement, the factual and legal reasons why you object, whether you intend to appear at the hearing, and whether you are represented by counsel, and if so, the name of your attorney and contact information. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature. The deadline to file an objection with the Court is [REDACTED].

All requests for exclusion and objections must be postmarked no later than their Court-ordered deadlines and mailed to the Claims Administrator as follows:

Lisa Carter v. The City National Bank and Trust Company of Lawton, Oklahoma
Claims Administrator
[REDACTED]
[REDACTED]

You may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

Questions?

Detailed information about the settlement, including complete details on how to make a claim, exclude yourself or object, is available at the settlement website at [www.\[REDACTED\].com](http://www.[REDACTED].com) or by calling toll-free on 1-855-XXX-XXXX.

Please do not contact the Court or any representative of Defendant about this Notice or settlement. They will not be able to provide legal advice or answer your questions.

Placeholder MailID Barcode
Placeholder Human-Readable MailID

EXHIBIT 3

CLAIM FORM

In the matter of *Lisa Carter, et al. v. The City National Bank and Trust Company of Lawton, Oklahoma*, in the United States District Court for the Western District of Oklahoma, Case No. 5:21-cv-29 (PRW), Class Members of the Regulation E Settlement Class who incurred overdraft fees on one-time debit card and ATM transactions between January 14, 2020 through X are entitled to make a claim for a refund of up to ten (10) such fees from the portion of the Net Settlement Fund allocated to that class. If you do not fill out and timely submit this Claim Form to the Claims Administrator, you may not receive any money for the Regulation E portion of this Settlement.

As a member of the Regulation E Settlement Class, your account was determined to have accrued, and you are eligible to receive a refund of up to ten (10) overdraft fees assessed on one-time debit card or ATM transactions as defined in the Settlement Agreement. To the extent the portion of the Net Settlement Fund allocated to the Regulation E Settlement Class is not sufficient to make full payment for all such claims made, the money will be distributed on a *pro rata* basis as described in the Settlement Agreement.

To claim a refund of your eligible overdraft fees as a member of the Regulation E Settlement Class, or your *pro rata* share of them, from the Net Settlement Fund, complete this form, sign it, and mail it by the postmark deadline to the address below. Note, however, that your actual payment depends on the Court Order approving the Settlement Agreement.

All claims must be postmarked no later than X, and must be mailed as follows:

Lisa Carter, et al. v. The City National Bank and Trust Company of Lawton, Oklahoma
Claims Administrator
[Add Address]

PROVIDE YOUR NAME, MAILING ADDRESS, AND EMAIL ADDRESS HERE:

First Name:
MI: Last Name:

Business Name:

Street Address:

City: State: ZIP Code:

Email:

Signature

Date: --
MM DD YYYY

By signing this Claim Form, you are affirming that you are eligible to receive the benefits of the Settlement.