

THE CIRCUIT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF ILLINOIS,
IN AND FOR THE COUNTY OF COLES

Inghram v. First Mid Bank & Trust, No. 2021-L-40

If you are an Illinois citizen who was assessed (1) an overdraft fee by First Mid Bank & Trust on a debit card transaction that was authorized on sufficient funds, or (2) multiple overdraft and/or non-sufficient funds fees on the same item, you could be affected by a class action lawsuit.

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

- The lawsuit relates to overdraft fees and non-sufficient funds fees that First Mid Bank & Trust (“First Mid” or “Defendant”) charged Illinois citizens between December 1, 2011 and the present on (1) debit card transactions that did not overdraw the account at the time the transaction was authorized, and (2) items that previously were assessed one or more overdraft and/or non-sufficient funds fees. If you were charged such fees, you are a member of the Classes that are seeking money from First Mid for these fees.
- Class Members who do nothing will automatically remain a part of the lawsuit and will keep the possibility to get money or benefits that may come from a trial or settlement. Class Members who do nothing will be bound by any Court decisions or order made in the case and will give up the right to sue First Mid in a different lawsuit about the same legal claims brought in this lawsuit. You will not need to come to Court or participate in the litigation if you remain a Class Member because the Class Representative and Class Counsel appointed by the Court will prosecute the litigation for all Class Members with no individual cost to you.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	Stay in this lawsuit. Await the outcome. Give up the right to bring a separate lawsuit about the same issues in this case. Receive a payment or other benefit if there is a settlement or judgment for the Class.
EXCLUDE YOURSELF	Get no benefits from the lawsuit. Not be eligible for any payment or benefits from the lawsuit. Keep the right to bring a separate lawsuit about the same issue at your own expense.

- These rights and options—and the deadlines to exercise them—are explained in this notice.

BASIC INFORMATION

1. Why did I receive notice?

If you received a postcard notice or email notice relating to this case, then Defendant’s records show that you are an Illinois citizen who, between December 1, 2011 and the present, was assessed (1) one or more overdraft fees by First Mid on a debit card transaction that was authorized on sufficient funds; and/or (2) one or more overdraft and/or non-sufficient funds fees on an item that previously was charged a non-sufficient funds fee. These are the definitions of the “Classes” certified by the Court. Because of this, you are a member of the Class, and you may be affected by this class action lawsuit.

The Court is providing this notice because you have a right to know about the class action, and about your options, before the Court decides the legal claims in the lawsuit. If you do nothing and there is a settlement or judgment in favor of the Class, the benefits of the settlement will be provided to you, but you will give up the right to bring your own lawsuit about the same claims.

The Court in charge of the case is the Circuit Court of the Fifth Judicial District of the State of Illinois, in and for the County of Coles, and the case is known as *Inghram v. First Mid Bank & Trust*, No. 2021-L-40. The person who sued is called the Plaintiff, and the bank that was sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that Defendant improperly assessed the overdraft and non-sufficient funds fees described above. The lawsuit brings claims for breach of contract, including breaches of the implied duty of good faith and fair dealing. 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 the applicable law. If the parties do not agree to resolve the lawsuit, then the Court will decide which side is right.

3. Why is this a class action?

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

4. What am I getting and giving up by doing nothing and remaining a part of the Class?

Unless you exclude yourself, you are staying in the Class, and that means you can’t sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims that were brought in this case. It also means that all of the Court’s orders and any judgment, whether favorable or not, will apply to you. It means that, if there is a favorable judgment for the Class, or if there is a settlement, you may be entitled to receive a cash payment or other benefits from the lawsuit, without having to have brought your own individual case.

5. How do I get out of the Class?

If you don’t want a payment or any other benefits from this lawsuit, or if 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 exclude yourself. This is sometimes referred to as opting out, and the Court will exclude from the Class any person who timely requests exclusion.

To exclude yourself from the Class, you must send a letter by mail stating that you want to opt out or be excluded from *Inghram v. First Mid Bank & Trust*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than April 27, 2025 to:

Inghram v. First Mid Bank & Trust Exclusions
P.O. Box 301130
Los Angeles, CA 90030-1130

You can’t exclude yourself on the phone or by email or by letter to a different address. If you ask to be excluded, you will not get any payment or benefit from the lawsuit. 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 for the same issue in the future.

6. 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 case involves. 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.

7. If I exclude myself, can I get money from this lawsuit?

No. If you exclude yourself, you are not eligible for any money or benefits that might be obtained in this lawsuit.

8. Do I have a lawyer in this case?

The Court appointed the law firms of Cohen & Malad, LLP and Stranch, Jennings & Garvey, PLLC to represent you and other Class Members. Together, the lawyers are called “Class Counsel.” You will not be individually charged for these lawyers. You have the right to enter an appearance through an attorney at your own expense if you wish, though.

9. Do I have to come to Court?

No. Class Counsel and the Class Representative will prosecute the lawsuit on behalf of all of the Class Members.

GETTING MORE INFORMATION

10. Are there more details about the lawsuit?

You can find out more about the lawsuit on the website www.InghramBankFeesClassAction.com or by calling 1-888-726-1310.