ELECTRONICALLY FILED
DOC ID: 34244544
CASE NO: 2022-LA-0000104
DATE: 8/29/2025 4:14 PM
BY: L G, DEPUTY

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
COUNTY OF WINNEBAGO

LINDSEY GARCIA, LARRY BENNER, and MICHAEL LUNGO, on behalf of themselves and all others similarly situated, Plaintiffs, vs. MIDLAND STATES BANK, Defendant.	Case No. 2022-la-0000104 **DECLARATION OF KAREN ROGAN RE: NOTICE PROCEDURES**

I, Karen Rogan, declare and state as follows:

1. I am a Senior Project Manager with Verita Global ("Verita"), located at 1 McInnis Parkway, Suite 250, San Rafael, CA 94903. Pursuant to the Preliminary Approval Order (the "Preliminary Approval Order") entered March 20, 2025, the Court appointed Verita as the Settlement Administrator in connection with the proposed Settlement of the above-captioned Action.[1] I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

CLASS LIST

2. On April 11, 2025, Verita received from Carmel Dooling, attorney at Barack Ferrazzano Kirschbaum & Nagelberg LLP, a list of 35,799 persons identified collectively as the Class List. The Class List included account numbers, account codes, Class Member names, mailing addresses, email addresses, e-mail notice approval, APPSN fees, Double fees, and Total fees. On April 29, 2025, Carmel Dooling sent a second Class List that included the open/closed status information for the accounts. Verita formatted the Class List for mailing purposes, checked for duplicate records, and processed the names and addresses through the National Change of Address Database ("NCOA") to update any addresses on file with the United States Postal Service ("USPS"). A total of 2,058 addresses were found and updated via NCOA. A total of 3,521 records were excluded as duplicates based on account numbers. Verita updated its proprietary database with the Class List.

3. Defendant did additional research on records on the Class List that were without addresses and, in some cases, names, that were excluded from the initial noticing in order to attempt to find additional information for those accounts. On August 12, 2025, Verita received a list of 2,789 names and account numbers from Thomas Hermanek, Managing Director of Analytics and

[1] All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement and Release, dated January 31, 2025 (the "Settlement Agreement") and/or the Preliminary Approval Order.

Data Strategy for Ankura, the fee expert. This information was provided to update Class Member accounts that were previously missing names and addresses. Verita formatted the information for these Class Members for mailing purposes, checked for duplicate records, and processed the names and addresses through the National Change of Address Database ("NCOA") to update any addresses on file with the United States Postal Service ("USPS"). A total of 118 addresses were found and updated via NCOA. There were no duplicates. A total of 179 bad addresses were excluded so 2,610 records were updated using the new information. Verita updated its proprietary database with the Class List.

MAILING OF THE POSTCARD NOTICE

4. On May 9, 2025, Verita caused the Postcard Notice to be printed and mailed to the 17,040 Class Members for whom no valid email address was provided or who did not agree to email notice. On August 15, 2025, Verita caused the Postcard Notice to be mailed to the additional 2,610 Class Members with newly found addresses. A true and correct copy of the mailing Postcard Notice is attached hereto as Exhibit A.

5. Since mailing the Postcard Notice to the Class Members, Verita has received 87 Postcard Notices returned by the USPS with forwarding addresses. These were promptly remailed.

6. Since mailing the Postcard Notice to the Class Members, Verita has received 3,409 Postcard Notices returned by the USPS with undeliverable addresses. Through credit bureau and/or other public source databases, Verita performed address searches for these undeliverable Postcard Notices and was able to find updated addresses for 1,071 Class Members. Verita promptly re-mailed Postcard Notices to the found new addresses.

EMAILING OF THE NOTICE

7. On May 9, 2025, Verita caused the Email Notice to be deployed to the 9,503 Class Members for whom a valid email address was provided. A true and correct copy of the Email Notice is attached hereto as Exhibit B.

8. On May 13, 2025, Verita received a report from the email vendor confirming 9,498 emails were sent successfully without a notification of a bounce. Of the 9,503 email addresses sent,

5 were reported to have not been successfully delivered or were email address bouncebacks. As a result, the email notice had a 99.9% success rate.

9. Verita mailed Postcard Notices on May 15, 2025, to the 5 Class Members whose emails were not successfully delivered.

SETTLEMENT WEBSITE

10. On or about May 9, 2025, Verita established a website, www.GarciaBankFeesSettlement.com dedicated to this matter to provide information to the Class Members and to answer frequently asked questions. The website URL was set forth in the Postcard Notice, Email Notice, and Long-Form Notice. Visitors to the website can download copies of the Notice, Settlement Agreement and Release, Preliminary Approval Order, and other case-related information. True and correct copies of the Long-Form Notice in both English and Spanish are available on the website and are attached as Exhibit C. From May 9, 2025, to August 26, 2025, there have been 5,182 users, 6,372 sessions/hits (active visits to the website), and 9,757 page views of the website.

TELEPHONE HOTLINE

11. On or around May 9, 2025, Verita established and continues to maintain a toll-free automated toll-free telephone number 1-833-419-5090 for potential Settlement Class Members to call and obtain information about the Settlement. As of August 26, 2025, Verita has received a total of 246 calls to the Settlement telephone number.

SETTLEMENT EMAIL ADDRESS

12. The Settlement email address, admin@GarciaBankFeeSettlement.com, was established for Class Members requesting additional information. This email address is posted on the Settlement website on the Contact Information page. To date, Verita has received 50 emails

from Class Members with questions about the Settlement.

REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE

13. The Notice informs Class Members that requests for exclusion from the Class must be postmarked no later than September 15, 2025. As of the date of this declaration, Verita has received no exclusion requests.

OBJECTIONS TO THE SETTLEMENT

14. The postmark deadline for Class Members to object to the settlement was September 15, 2025. As of the date of this declaration, Verita has received no objections to the settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 27, 2025, at Edenton, North Carolina

/s/Karen Rogan
Karen Rogan

Exhibit A

Garcia, et al. v. Midland States Bank,
Case No. 2022-LA-0000104

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 MIDLAND STATES BANK, ALPINE BANK & TRUST CO., AND/OR CENTRUE BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES AND/OR NSF FEES DURING THE CLASS PERIODS, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Para una notificación en Espanol, visitar www.GarciaBankFeesSettlement.com.

The Circuit Court of Winnebago County, Illinois has authorized this Notice; it is not a solicitation from a lawyer.

VISIT THE SETTLEMENT WEBSITE BY SCANNING THE PROVIDED QR CODE

MDGR

Garcia v. Midland States Bank
Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

«3of9 Barcode»
«BARCODE»
Postal Service: Please do not mark barcode

MDGR: ClaimID: «Claim Number»
«FIRST1» «LAST1»
«ADDRESS LINE 2»
«ADDRESS LINE 1»
«CITY», «STATE»«PROVINCE» «POSTALCODE»
«COUNTRY»

You may be a member of the Settlement Classes in *Garcia, et al. v. Midland States Bank*, in which the Plaintiffs allege that Defendant Midland States Bank (successor in interest to Alpine Bank & Trust Co. and Centrue Bank) improperly assessed certain overdraft fees and NSF fees during the Class Periods. If you are a member of one or more of the Settlement Classes (the Alpine APSN Fee Class, Alpine Retry Fee Class, Centrue APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class) and if the Settlement is approved, you may be entitled to receive a cash payment from the $3,125,000.00 Settlement Fund. You may be a member of more than one Settlement Class.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on October 15, 2025. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payments from the Settlement Fund of up to $10,000.00 for a Service Award to each of the Class Representatives; up to 33.33% of the Settlement Fund as attorneys' fees; and reimbursement of costs to the attorneys and the Settlement Administrator. If the Court grants Final Approval and you do not request to opt out from the Settlement, you will release your right to bring any claims covered by the Settlement. In exchange, Defendant has agreed to issue a cash payment directly to you by account credit or check.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long-Form Notice, please visit www.GarciaBankFeesSettlement.com. Alternatively, you may call 1-833-419-5090.

If you do not want to participate in this Settlement—you do not want to receive a cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than September 15, 2025. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than September 15, 2025. You may learn more about the opt-out and objection procedures by visiting www.GarciaBankFeesSettlement.com or by calling 1-833-419-5090.

If you do not take any action, you will be legally bound by the Settlement and any orders or judgment entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Midland States Bank, Alpine Bank & Trust Co., and Centrue Bank.

Exhibit B

Claim Number: <<ClaimNumber>>

Garcia, et al. v. Midland States Bank, Case No. 2022-LA-0000104

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 MIDLAND STATES BANK, ALPINE BANK & TRUST CO., AND/OR CENTRUE BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES AND/OR NSF FEES DURING THE CLASS PERIODS, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Para una notificación en Espanol, visitar www.GarciaBankFeesSettlement.com.

The Circuit Court of Winnebago County, Illinois has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Garcia, et al. v. Midland States Bank*, in which the Plaintiffs allege that Defendant Midland States Bank (successor in interest to Alpine Bank & Trust Co. and Centrue Bank) improperly assessed certain overdraft fees and NSF fees during the Class Periods. If you are a member of one or more of the Settlement Classes (the Alpine APSN Fee Class, Alpine Retry Fee Class, Centrue APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class) and if the Settlement is approved, you may be entitled to receive a cash payment from the $3,125,000.00 Settlement Fund. You may be a member of more than one Settlement Class.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on October 15, 2025. At that hearing, the Court will consider whether to grant Final Approval to the Settlement, and whether to approve payments from the Settlement Fund of up to $10,000.00 for a Service Award to each of the Class Representatives; up to 33.33% of the Settlement Fund as attorneys' fees; and reimbursement of costs to the attorneys and the Settlement Administrator. If the Court grants Final Approval and you do not request to opt out from the Settlement, you will release your right to bring any claims covered by the Settlement. In exchange, Defendant has agreed to issue a cash payment directly to you by account credit or check.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long-Form Notice, please visit www.GarciaBankFeesSettlement.com. Alternatively, you may call 1-833-419-5090.

If you do not want to participate in this Settlement—you do not want to receive a cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than September 15, 2025. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than September 15, 2025. You may learn more about the opt-out and objection procedures by visiting www.GarciaBankFeesSettlement.com or by calling 1-833-419-5090.

If you do not take any action, you will be legally bound by the Settlement and any orders or judgment entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Midland States Bank, Alpine Bank & Trust Co., and Centrue Bank.

Exhibit C

Garcia, et al. v. Midland States Bank, Case No. 2022-LA-0000104

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 MIDLAND STATES BANK, ALPINE BANK & TRUST CO., AND/OR CENTRUE BANK AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES OR NSF FEES (DESCRIBED BELOW) DURING THE CLASS PERIODS, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

The Circuit Court of Winnebago County, Illinois has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING AND RECEIVE A PAYMENT OR ACCOUNT CREDIT	If you have received notice, you will receive a payment from the Settlement Fund if you do not opt out.
OPT OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT OR ACCOUNT CREDIT, 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 Midland States Bank (and as successor in interest to Alpine Bank & Trust Co. and Centrue Bank) but you will not receive a payment or account credit. If you opt out from the Settlement, but want to recover against Midland States Bank (or Alpine Bank & Trust Co. and Centrue Bank), 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 the Settlement is approved and your objection is overruled by the Court, then you may receive a payment or account credit, and you will not be able to sue Midland States Bank (or Alpine Bank & Trust Co. and Centrue Bank) for the claims asserted in this litigation. If the Court agrees with your objection, then the Settlement may not be approved and the case may go forward into further litigation.

These rights and options—***and the deadlines to exercise them***—along with the material terms of the Settlement are explained in this Notice.

The Court in charge of this Action still has to decide whether to approve the Settlement. Payments and account credits will be provided if the Court approves the Settlement and after any appeals, if filed, are resolved. Please be patient.

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *Garcia, et al. v. Midland States Bank*, 2022-LA-0000104 (Winnebago Cnty., Ill. Cir. Ct.). The case is a “class action.” That means that the “Plaintiffs,” Lindsey Garcia, Larry Benner, Michael Lungo, and Stephanie Enerson, are acting on behalf of Accountholders of Midland States Bank, Alpine Bank & Trust Co., and Centrue Bank who were assessed certain overdraft fees and NSF fees during the Class Periods described in the definitions of the Settlement Classes in Question 2 below. Midland States Bank acquired Alpine Bank & Trust Co. and Centrue Bank and assumed the liabilities of those financial institutions.

The Plaintiffs claim Midland States Bank, Alpine Bank & Trust Co., and/or Centrue Bank, as detailed in Question 2, improperly charged the following ("Relevant Fees"): (1) an overdraft fee on signature point of sale Debit Card Transactions that authorized on a sufficient available balance and settled on negative funds in the same amount for which the Debit Card Transaction was authorized ("APSN Fee"); (2) an overdraft fee or an NSF Fee on a third-party merchant's attempt to collect its own fee ("Fee-On-Fee"); and (3) an NSF Fee or overdraft fee assessed related to a single check, ACH, wire transfer, or other item after an NSF Fee was assessed ("Retry Fee"). The operative petition alleges Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing, Unjust Enrichment, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act. Midland States Bank contends that it, Alpine Bank & Trust Co., and Centrue Bank assessed these fees in accordance with the terms of the account agreements and applicable law.

2. Why did I receive Notice of this lawsuit?

You received Notice because Midland States Bank's, Alpine Bank & Trust Co.'s, and/or Centrue Bank's records indicate you were charged one or more Relevant Fees. You may be a member of one or more of the Settlement Classes (Alpine APSN Fee Class, Alpine Retry Fee Class, Centrue APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class). The Court directed that this Notice be available to be sent to all Settlement Class Members because each Settlement Class Member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

The "Alpine APSN Fee Class" includes all Accountholders who, from April 8, 2012, through February 28, 2018, were Alpine Bank & Trust Co. personal checking Accountholders in Illinois and were assessed one or more APSN Fees.

The "Alpine Retry Fee Class" includes all Accountholders who, from April 8, 2012, through February 28, 2018, were Alpine Bank & Trust Co. personal checking Accountholders in Illinois and were assessed one or more Retry Fees.

The "Centrue APSN Fee Class" includes all Accountholders who, from April 8, 2012, through June 12, 2017, were Centrue Bank personal checking Accountholders in Illinois and were assessed one or more APSN Fees.

The "Midland APSN Fee Class" means all Accountholders who, from April 8, 2012, through April 30, 2022, were Midland States Bank personal checking Accountholders in Illinois and were assessed one or more APSN Fees.

The "Midland Fees-On-Fees Class" means all Accountholders who, from April 8, 2012, through April 30, 2022, were Midland States Bank personal checking Accountholders in Illinois and were assessed one or more Fees-On-Fees.

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 Class Representatives' and their 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 Class Representatives. The Class Representatives have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsel's opinion, that this Settlement is in the best interest of all Settlement Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Midland States Bank, Alpine Bank & Trust Co., and/or Centrue Bank was contractually and otherwise legally obligated not to assess overdraft and NSF fees in the manner alleged in the lawsuit, and, even if it was, there is uncertainty about whether the claims are subject to other defenses that might result in no or less recovery to Settlement Class Members. Even if the Class Representatives were to win at trial, there is no assurance that the Settlement 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 Settlement Class Members will avoid these and other risks and the delays associated with continued litigation.

While Midland States Bank 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 litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received Notice, then Midland States Bank's, Alpine Bank & Trust Co.'s, and/or Centrue Bank's records indicate that you are a member of one or more of the following Settlement Classes: Alpine APSN Fee Class, Alpine Retry Fee Class, Centrue APSN Fee Class, Midland APSN Fee Class, and Midland Fees-On-Fees Class. As a member of any of the Settlement Classes, you may be 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 three options: (1) do nothing and you will receive a payment or account credit according to the terms of this Settlement; (2) exclude yourself from the Settlement ("opt out" of it); or (3) participate in the Settlement but object to it. Each of these options is described in a separate section below. In addition, you may enter an appearance by hiring your own counsel.

6. What are the critical deadlines?

There is no deadline to receive a payment or account credit. If you do nothing and the Settlement is approved, then you will get a payment or account credit. The deadline for sending a letter to the Settlement Administrator to opt out of the Settlement is September 15, 2025. The deadline to file a written objection with the Court to object to the Settlement is September 15, 2025.

7. How do I decide which option to choose?

If you do not wish to participate in the Settlement and be sent a payment or account credit and be bound by the release, then you should opt out. Likewise, if you believe 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, then you can object to the Settlement terms, including Class Counsel's application for an award of attorneys' fees and costs or a Service Award to each of the Class Representatives. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved, and no payments or account credits will be made to you or any other member of the Settlement Classes. If your objection (and any other objection) is overruled, and the Settlement is approved, then you may still get a payment or account credit and will be bound by the Settlement.

If you want to participate in the Settlement, you need not do anything and you may receive a payment or account credit if the Court approves the Settlement.

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 granted Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at a Final Approval Hearing, which is currently scheduled for October 15, 2025 at 9:45 a.m.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Midland States Bank has agreed to create a Settlement Fund of $3,125,000.00 that will be allocated for the Settlement Classes proportionately. As discussed separately below, attorneys' fees, litigation costs, a Service Award to each of the Class Representatives, and the costs paid to a third-party Settlement Administrator to administer the Settlement (including mailing or emailing this Notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund known as the Net Settlement Fund will be divided proportionally among all Settlement Class Members based on the amount of Relevant Fees they paid during the relevant Class Period(s).

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

Class Counsel will request attorneys' fees be awarded by the Court of not more than 33.33% of the Settlement Fund). Class Counsel will also request reasonable 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 Class Representatives Service Awards?

Class Counsel on behalf of the Plaintiffs has requested that the Court award the Class Representatives up to $10,000.00 each for their work in connection with this case and securing this Settlement on behalf of the Settlement Classes. 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 Settlement Administrator's costs?

The Settlement Administrator estimates its costs at $71,490.00.

13. Do I have to do anything if I want to participate in the Settlement?

No. If you received Notice, as long as you do not opt out, and if you are a Current Accountholder, you will receive a credit to your Midland States Bank account, or if you are a Past Accountholder, a check will be mailed to you at the last known address Midland States Bank has for you if you are entitled to payment. If your address has changed, you should provide your current address to the Settlement Administrator at the address set forth in Question 27 at the end of this Notice. Excluding yourself from the Settlement means you choose not to participate in the Settlement. You will keep your individual claims against Midland States Bank, Alpine Bank & Trust Co., and/or Centrue Bank, but you will not receive a payment. In that case, if you choose to seek recovery against Midland States Bank, Alpine Bank & Trust Co., and/or Centrue Bank, then you will have to file a separate lawsuit or claim.

14. When will I receive my payment or account credit?

The Court will hold a Final Approval Hearing (explained below in Questions 22-24) on October 15, 2025, to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments should be made within 60 days of the Effective Date. However, if someone objects to the Settlement, and the objection is sustained, then there may be 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 of the Settlement's benefits.

15. How much will my payment or account credit be?

The balance of the Settlement Fund after deducting attorneys' fees and costs, the Service Awards and the Settlement Administration Costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments pro rata in accordance with the following formulas included in the Settlement Agreement:

- The dollar amount of the Net Settlement Fund divided by the total number of Relevant Fees paid by all Settlement Class Members, which yields a per-fee amount;
- Multiply the per-fee amount by the total number of Relevant Fees for each Settlement Class Member; and
- This results in the individual Settlement Class Member Payment amount.

Current Accountholders at the time the Settlement is effective and who are entitled to a Settlement Class Member Payment will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders at the time the Settlement is effective and who are entitled to receive a Settlement Class Member Payment shall receive a check from the Settlement Administrator.

If any Residual Funds remain resulting from uncashed checks 120 days after distribution to Settlement Class Members, the Settlement Administrator and Midland States Bank will distribute said Residual Funds in a second distribution, in the same manner as the first distribution, to Settlement Class Members who received an account credit or cashed a check in the first distribution, if the average amount of such a second distribution would be greater than $5.00 after deducting the costs of the second distribution.

If the average amount of a second distribution would be equal to or less than $5.00, or if a second distribution has already been performed and Residual Funds still remain, the Settlement Administrator must distribute the Residual Funds pursuant to 735 ICLS 5/2-807(a) to one or more eligible organizations. The Parties agree to propose Land of Lincoln Legal Aid as the sole *cy pres* recipient.

16. What am I giving up to stay in the Settlement?

If you stay in the Settlement Class, all of the decisions by the Court will bind you, and you give Midland States Bank a "release." A release means you cannot sue, continue to sue, or be part of any other lawsuit against Midland States Bank about the legal issues in this case. As of the Effective Date, you shall automatically be deemed to have fully and irrevocably released and forever discharged Midland States Bank of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, arising out of or in any way related to the Action, or any of the facts, allegations, and claims asserted or which could have been asserted in the Complaint related to APSN Fees assessed by Midland States Bank, Centrue Bank, and Alpine Bank & Trust Co.; Retry Fees assessed by Alpine Bank & Trust Co.; Fees-on-Fees assessed by Midland States Bank; and NSF fees assessed by Alpine Bank & Trust Co.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I opt out from the Settlement?

If you do not want to receive a payment or account credit, or if you want to keep any right you may have to sue Midland States Bank for the claims alleged in this Action, then you must exclude yourself or "opt out."

To opt out, you must send a letter to the Settlement Administrator stating that you want to be excluded. Your letter can simply state "I hereby elect to be excluded from the Settlement in the *Garcia, et al. v. Midland States Bank* class action." Be sure to include your name, last four digits of your current or past account number, address, telephone number, and email address. Your opt-out request must be postmarked by September 15, 2025, and sent to:

Garcia v. Midland States Bank Settlement Administrator
Attn: Opt-Out Request
P.O. Box 301172
Los Angeles, CA 90030-1172

18. 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 Midland States Bank for the claims alleged in this case. However, you will not be entitled to receive a payment or account credit from the Settlement.

In the event an account has multiple Accountholders and one such individual opts out of the Settlement, all of the Accountholders will be deemed to have opted out of the Settlement.

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 opt out from the Settlement. (Members of the Settlement Classes who opt out from the Settlement have no right to object to how other Settlement Class Members are treated.) To object, you must send a written document by mail or private courier (e.g., Federal Express) to the Settlement Administrator at the address below. Your objection must include the following information:

- the name of the Action;
- the objector's full name, address, telephone number, and email address (if any);
- all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or the Application for Attorneys' Fees and Costs and Service Awards;
- any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- the objector's signature (an attorney's signature is not sufficient).

All objections must be postmarked no later than September 15, 2025, and must be mailed to the Clerk of the Court, Class Counsel, and Midland States Bank as follows:

Garcia v. Midland States Bank Settlement Administrator
Attn: Objections
P.O. Box 301172
Los Angeles, CA 90030-1172

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 Settlement Classes, 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 may be entitled to a payment or account credit from the Net Settlement Fund if the Settlement is approved, but you will be bound by the release of claims you might have against Midland States Bank.

Opting out is telling the Court that you do not want to be part of the Settlement, and you do not want to receive a payment or account credit or release claims you might have against Midland States Bank 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 Settlement Class Member, then there may be no Settlement; provided, however, that an objection to Class Counsel's requested attorneys' fees and costs or to the requested Service Award amount, may result in approval of the Settlement but the award of a lower attorneys' fee and cost amount or lower Service Awards. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement. If the Court approves the Settlement, then the objector will participate in the Settlement. If the Court does not approve the Settlement, then there is no Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 9:45 a.m. on October 15, 2025, at the Circuit Court of Winnebago County, which is located at 400 West State Street, Rockford, IL 61101. 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 litigation costs and how much each of the Class Representatives should get as Service Awards. The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website at www.GarciaBankFeesSettlement.com. Also, if the date and/or location of the Final Approval Hearing changes, that information will be posted on the same website. Notice of the final judgment entered by the Court will be given on the Settlement Website.

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 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 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 Hearing."

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this Notice as "Class Counsel," Cohen & Malad, LLP; Kaliel Gold PLLC; Kopelowitz Ostrow P.A.; and Stranch, Jennings & Garvey PLLC, will represent you and the other Settlement Class Members.

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

No. Class Counsel will be paid directly from the Settlement Fund for the legal services provided to accomplish the Settlement for Settlement Class Members' benefit. Class Counsels' award of attorneys' fees and costs is deducted from the Settlement Fund, reducing that amount in calculating the Net Settlement Fund that Settlement Class Members will be paid.

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

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review the fee application at www.GarciaBankFeesSettlement.com or view a physical copy at the Office of the Clerk for the Circuit Court for Winnebago County, Illinois.

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 www.GarciaBankFeesSettlement.com or at the Office of the Clerk for the Circuit Court for Winnebago County, Illinois, by asking for the Court file containing the Motion For Preliminary Approval (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 Settlement Administrator as follows:

Garcia v. Midland States Bank Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

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

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The Freedom Center
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PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF MIDLAND STATES BANK CONCERNING THIS NOTICE OR THE SETTLEMENT.

Garcia, et al. v. Midland States Bank, caso n.º 2022-LA-0000104

AVISO DE DEMANDA COLECTIVA PENDIENTE Y PROPUESTA DE ACUERDO

LEA ESTE AVISO DE FORMA COMPLETA Y CUIDADOSA; ¡EL ACUERDO PROPUESTO PUEDE AFECTAR SUS DERECHOS!

SI TIENE O TUVO UNA CUENTA CORRIENTE EN MIDLAND STATES BANK, ALPINE BANK & TRUST CO. Y/O CENTRUE BANK Y SE LE COBRARON CIERTOS CARGOS POR SOBREGIRO O CARGOS NSF (DESCRITOS A CONTINUACIÓN) DURANTE LOS PERÍODOS DE LA DEMANDA COLECTIVA, ENTONCES ES POSIBLE QUE TENGA DERECHO A UN PAGO DE UN ACUERDO DE DEMANDA COLECTIVA.

El Tribunal de Circuito del Condado de Winnebago, Illinois, ha autorizado este Aviso; no es una solicitud de un abogado.

RESUMEN DE SUS OPCIONES Y EFECTO LEGAL DE CADA OPCIÓN	
NO HACER NADA Y RECIBIR UN PAGO O CRÉDITO EN LA CUENTA	Si ha recibido un aviso, recibirá un pago del Fondo del Acuerdo si no se excluye.
EXCLUIRSE DEL ACUERDO; NO RECIBIR NINGÚN PAGO NI CRÉDITO EN LA CUENTA, PERO NO EXIMIRSE DE REALIZAR NINGUNA RECLAMACIÓN	Puede optar por no participar del Acuerdo o “excluirse”. Esto significa que usted elige no participar en el Acuerdo. Conservará sus reclamaciones individuales contra Midland States Bank (y como sucesor en interés de Alpine Bank & Trust Co. y Centrue Bank), pero no recibirá ningún pago ni crédito en la cuenta. Si decide no participar en el Acuerdo, pero desea reclamar una indemnización a Midland States Bank (o Alpine Bank & Trust Co. y Centrue Bank), deberá presentar una demanda o reclamación por separado.
OBJETAR EL ACUERDO	Puede presentar una objeción ante el Tribunal y explicar por qué cree que el Tribunal debería rechazar el Acuerdo. Si se aprueba el Acuerdo y el Tribunal desestima su objeción, entonces podrá recibir un pago o un crédito en su cuenta, y no podrá demandar a Midland States Bank (ni a Alpine Bank & Trust Co. ni a Centrue Bank) por las reclamaciones presentadas en este litigio. Si el Tribunal acepta su objeción, es posible que el Acuerdo no sea aprobado y que el caso continúe con el proceso judicial.

Estos derechos y opciones, ***y los plazos para ejercerlos***, junto con los términos de este Acuerdo, se explican en este Aviso.

El Tribunal encargado de esta Demanda todavía tiene que decidir si aprueba el Acuerdo. Los pagos y los créditos de la cuenta se realizarán si el tribunal aprueba el Acuerdo y una vez resuelta cualquier apelación que se presente. Le pedimos que tenga paciencia.

INFORMACIÓN BÁSICA

1. ¿De qué se trata esta demanda?

La demanda que se está resolviendo se denomina *García, et al. v. Midland States Bank*, 2022-LA-0000104 (Tribunal de Circuito del Condado de Winnebago, Illinois). El caso es una "demanda colectiva". Eso significa que los "Demandantes", Lindsey García, Larry Benner, Michael Lungo y Stephanie Enerson, actúan en nombre de los Titulares de Cuenta de Midland States Bank, Alpine Bank & Trust Co. y Centrue Bank a quienes se les cobraron determinadas comisiones por descubierto y comisiones por fondos insuficientes durante los Períodos de la Demanda Colectiva descritos en las definiciones de los Grupos de Demandantes en la pregunta 2 más abajo. Midland States Bank adquirió Alpine Bank & Trust Co. y Centrue Bank y asumió las obligaciones de dichas instituciones financieras.

Los Demandantes reclaman que Midland States Bank, Alpine Bank & Trust Co. y/o Centrue Bank, tal y como se detalla en la Pregunta 2, cobraron indebidamente lo siguiente ("Comisiones Pertinentes"): (1) una comisión por descubierto en transacciones con tarjeta de débito en puntos de venta que se autorizaron con un saldo disponible suficiente y se liquidaron con fondos negativos por el mismo importe por el que se autorizó la transacción con tarjeta de débito ("Comisión APSN"); (2) una comisión por descubierto o una comisión por fondos insuficientes (NSF) por el intento de un comerciante externo de cobrar su propia comisión ("Comisión sobre Comisión"); y (3) una comisión por fondos insuficientes (Comisión NSF) o una comisión por descubierto aplicada en relación con un único cheque, ACH, transferencia bancaria u otro artículo después de que se aplicara una Comisión NSF ("Comisión por Reintento"). La petición operativa alega incumplimiento de contrato e incumplimiento del pacto implícito de buena fe y trato justo, enriquecimiento injusto y violaciones de la Ley de Fraude al Consumidor y Prácticas Comerciales Engañosas de Illinois. Midland States Bank sostiene que él, Alpine Bank & Trust Co. y Centrue Bank aplicaron estas comisiones de conformidad con los términos de los acuerdos de cuenta y la legislación aplicable.

2. ¿Por qué recibí el Aviso de esta demanda?

Recibió el Aviso porque los registros de Midland States Bank, Alpine Bank & Trust Co. y/o Centrue Bank indican que se le cobró una o más Comisiones Pertinentes. Usted podría ser miembro de uno o más de los Grupos de Demandantes (Grupo por Comisiones APSN de Alpine, Grupo por Comisiones de Reintento de Alpine, Grupo por Comisiones APSN de Centrue, Grupo por Comisiones APSN de Midland y Grupo por Comisiones sobre Comisiones de Midland). El tribunal ordenó que esta Aviso se enviara a todos los Miembros del Grupo de Demandantes, ya que cada uno de ellos tiene derecho a conocer el Acuerdo propuesto y las opciones que se le ofrecen antes de que el Tribunal decida si aprueba el Acuerdo.

El "Grupo por Comisiones de Alpine" incluye a todos los Titulares de Cuentas que, desde el 8 de abril de 2012 hasta el 28 de febrero de 2018, eran titulares de cuentas corrientes personales de Alpine Bank & Trust Co. en Illinois y a quienes se les aplicó una o más Comisiones APSN.

El "Grupo por Comisiones de Reintento" incluye a todos los Titulares de Cuentas que, desde el 8 de abril de 2012 hasta el 28 de febrero de 2018, eran titulares de cuentas corrientes personales de Alpine Bank & Trust Co. en Illinois y a quienes se les aplicó una o más Comisiones de Reintento.

El "Grupo por Comisiones APSN de Centrue" incluye a todos los Titulares de Cuentas que, desde el 8 de abril de 2012 hasta el 12 de junio de 2017, eran Titulares de Cuentas corrientes personales de Centrue Bank en Illinois y a quienes se les aplicó una o más Comisiones APSN.

El "Grupo por Comisiones APSN de Midland" incluye a todos los Titulares de Cuentas que, desde el 8 de abril de 2012 hasta el 30 de abril de 2022, eran Titulares de Cuentas corrientes personales de Midland States Bank en Illinois y a quienes se les aplicó una o más Comisiones APSN.

El “Grupo por Comisiones sobre Comisiones de Midland” incluye a todos los Titulares de Cuentas que, desde el 8 de abril de 2012 hasta el 30 de abril de 2022, eran Titulares de Cuentas corrientes personales de Midland States Bank en Illinois y a quienes se les aplicó una o más Comisiones sobre Comisiones.

3. ¿Por qué llegaron a un acuerdo las partes?

En cualquier demanda, existen riesgos y beneficios potenciales que conlleva un juicio frente a un acuerdo en una etapa anterior. Es tarea de los Representantes del Grupo de Demandantes y de sus abogados determinar cuándo una oferta de acuerdo propuesta es lo suficientemente buena como para justificar la recomendación de resolver el caso en lugar de continuar con el juicio. En una demanda colectiva, estos abogados, conocidos como Abogados del Grupo de Demandantes, hacen esta recomendación a los Representantes del Grupo de Demandantes. Los Representantes del Grupo de Demandantes tienen el deber de actuar en el mejor interés del colectivo en su conjunto y, en este caso, es su opinión, así como la de los Abogados del Grupo de Demandantes, que este acuerdo es lo mejor para todos los Miembros del Grupo de Demandantes, al menos por las siguientes razones:

Existe incertidumbre jurídica sobre si un juez o un jurado considerará que Midland States Bank, Alpine Bank & Trust Co. y/o Centrue Bank estaban obligados contractualmente o de otro modo legalmente a no cobrar comisiones por descubiertos y por fondos insuficientes de la manera alegada en la demanda y, aun si así fuera, existe incertidumbre sobre si las reclamaciones están sujetas a otras defensas que podrían dar lugar a que los Miembros del Grupo de Demandantes no obtuvieran ninguna indemnización u obtuvieran una indemnización menor. Incluso si los Representantes del Grupo de Demandantes ganaran el juicio, no hay garantía de que los Miembros del Grupo de Demandantes reciban más que el monto actual del Acuerdo, y podrían pasar años de litigios antes de que se realicen los pagos. Al llegar a un acuerdo, los Miembros del Grupo de Demandantes evitarán estos y otros riesgos, así como las demoras asociadas con la continuación del litigio.

Aunque Midland States Bank refuta las alegaciones de la demanda y niega cualquier responsabilidad o irregularidad, celebra el Acuerdo únicamente para evitar los gastos, las molestias y las distracciones que supondrían nuevos procedimientos judiciales.

¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

4. ¿Cómo sé si formo parte del Acuerdo?

Si recibió el Aviso, los registros de Midland States Bank, Alpine Bank & Trust Co. y/o Centrue Bank indican que usted es miembro de uno o más de los siguientes Grupos de Demandantes: Grupo por Comisiones APSN de Alpine, Grupo por Comisiones de Reintento de Alpine, Grupo por Comisiones APSN de Centrue, Grupo por Comisiones APSN de Midland y Grupo por Comisiones sobre Comisiones de Midland. Como miembro de cualquiera de los Grupos de Demandantes, usted podrá tener derecho a recibir un pago o un crédito en su Cuenta.

SUS OPCIONES

5. ¿Qué opciones tengo con respecto al Acuerdo?

(1) no hacer nada y recibir un pago o crédito en su cuenta de acuerdo con los términos de este Acuerdo; (2) no participar del Acuerdo (“excluirse”); o (3) participar en el Acuerdo pero objetarlo. Cada una de estas opciones se describe en una sección separada a continuación. Además, usted podrá comparecer contratando a su propio abogado.

6. ¿Cuáles son los plazos críticos?

No hay fecha límite para recibir un pago o crédito en la cuenta. Si no hace nada y se aprueba el Acuerdo, recibirá un pago o crédito en la cuenta. La fecha límite para enviar una carta al Administrador del Acuerdo para excluirse del Acuerdo es el 15 de septiembre de 2025. La fecha límite para presentar una objeción por escrito ante el Tribunal para objetar el Acuerdo es el 15 de septiembre de 2025.

7. ¿Cómo decido qué opción elegir?

Si no desea participar en el Acuerdo y recibir un pago o crédito en su cuenta y quedar obligado por la exención, entonces debe excluirse. Del mismo modo, si cree que podría recibir más dinero si presenta sus reclamaciones por su cuenta (con o sin un abogado que pueda contratar) y se siente cómodo con el riesgo de perder su caso o de obtener menos de lo que obtendría en este Acuerdo, entonces tal vez desee considerar la posibilidad de excluirse.

Si cree que el Acuerdo es irrazonable, injusto o inadecuado, puede objetar los términos del Acuerdo, incluida la solicitud de los Abogados del Grupo de Demandantes de una indemnización por los honorarios y costos de los abogados o una Indemnización por Servicios a cada uno de los Representantes del Grupo de Demandantes. El Tribunal decidirá si su objeción es válida. Si el Tribunal está de acuerdo, es posible que el Acuerdo no se apruebe y no se le harán pagos ni créditos en la cuenta a usted ni a ningún otro miembro de los Grupos de Demandantes. Si su objeción (y cualquier otra objeción) es desestimada y el Acuerdo se aprueba, aún podrá recibir un pago o crédito en su cuenta y quedará obligado por el Acuerdo.

Si desea participar en el Acuerdo, no necesita hacer nada y podrá recibir un pago o crédito en su cuenta si el Tribunal aprueba el Acuerdo.

8. ¿Qué tiene que suceder para que se apruebe el Acuerdo?

El Tribunal debe decidir que el Acuerdo es justo, razonable y adecuado antes de aprobarlo. El Tribunal ya ha concedido la Aprobación Preliminar del Acuerdo, por lo que usted ha recibido un Aviso. El Tribunal tomará una decisión definitiva sobre el Acuerdo en una Audiencia de Aprobación Definitiva, que está prevista para el 15 de octubre de 2025 a las 9:45 a. m.

PAGO DEL ACUERDO

9. ¿A cuánto asciende el Acuerdo?

Midland States Bank ha acordado crear un Fondo del Acuerdo de $3,125,000.00 que se distribuirá proporcionalmente entre los Grupos de Demandantes. Tal y como se explica más adelante, los honorarios de los abogados, los costes del litigio, una Indemnización por Servicios a cada uno de los Representantes del Grupo de Demandantes y los costes remunerados a un Administrador del Acuerdo externo para administrar el Acuerdo (incluido el envío por correo postal o electrónico de este Aviso) se pagarán con cargo al Fondo del Acuerdo. El saldo del Fondo del Acuerdo, conocido como Fondo Neto del Acuerdo, se dividirá proporcionalmente entre todos los Miembros del Grupo de Demandantes en función del importe de las Comisiones Pertinentes que hayan pagado durante el Período de la Demanda correspondiente.

10. ¿Qué parte del Fondo del Acuerdo se utilizará para pagar los honorarios y los costes de los abogados?

Los Abogados del Grupo de Demandantes solicitarán al Tribunal que conceda honorarios para los abogados que no superen el 33,33 % del Fondo del Acuerdo. Los Abogados del Grupo de Demandantes también solicitarán los costos razonables incurridos en el procesamiento del caso. El Tribunal decidirá el monto de los honorarios y costos de los abogados basándose en una serie de factores, incluyendo el riesgo asociado con la presentación del caso en base a resultados, la cantidad de tiempo dedicado al caso, el monto de los costos incurridos para procesar el caso, la calidad del trabajo y el resultado del caso.

11. ¿Qué parte del Fondo del Acuerdo se utilizará para pagar la Indemnización por Servicios a los Representantes del Grupo de Demandantes?

Los Abogados del Grupo de Demandantes, en nombre de los Demandantes, han solicitado al Tribunal que conceda a los Representantes del Grupo de Demandantes hasta $10,000.00 a cada uno por su trabajo en relación con este caso y por haber logrado este Acuerdo en nombre del Grupo de Demandantes. El Tribunal decidirá si procede conceder una Indemnización por Servicios y, en caso afirmativo, el importe de la misma.

12. ¿Qué parte del Fondo del Acuerdo se utilizará para pagar los costos del Administrador del Acuerdo?

El Administrador del Acuerdo estima que sus costos ascenderán a 71,490.00.

13. ¿Tengo que hacer algo si quiero participar en el Acuerdo?

No. Si ha recibido el Aviso, siempre y cuando no se excluya, y si es Titular de Cuenta actual, recibirá un crédito en su cuenta de Midland States Bank, o si es exTitular de una Cuenta, se le enviará un cheque por correo a la última dirección que Midland States Bank tenga de usted, si tiene derecho al pago. Si su dirección ha cambiado, debe proporcionar su dirección actual al Administrador del Acuerdo en la dirección indicada en la Pregunta 27 al final de este Aviso. Excluirse del Acuerdo significa que decide no participar en el Acuerdo. Conservará sus reclamaciones individuales contra Midland States Bank, Alpine Bank & Trust Co. y/o Centrue Bank, pero no recibirá ningún pago. En ese caso, si decide solicitar una indemnización a Midland States Bank, Alpine Bank & Trust Co. y/o Centrue Bank, tendrá que presentar una demanda o reclamación por separado.

14. ¿Cuándo recibiré mi pago o el crédito en mi cuenta?

El Tribunal celebrará una Audiencia de Aprobación Definitiva (que se explica más adelante en las Preguntas 22 a 24) el 15 de octubre de 2025 para considerar si se debe aprobar el Acuerdo. Si el Tribunal aprueba el Acuerdo, los pagos se realizarán en un plazo de 60 días a partir de la Fecha de Entrada en Vigor. Sin embargo, si alguien se opone al Acuerdo y la objeción es admitida, es posible que no haya Acuerdo. Incluso si se desestiman todas las objeciones y el Tribunal aprueba el Acuerdo, la persona que presente la objeción podría apelar y la resolución de la apelación podría tardar meses o incluso años, lo que retrasaría cualquiera de los beneficios del Acuerdo.

15. ¿A cuánto ascenderá mi pago o crédito en mi cuenta?

El saldo del Fondo del Acuerdo, después de deducir los honorarios y costos de los abogados, la Indemnización por Servicios y los Costos de Administración del Acuerdo, también conocido como el Fondo Neto del Acuerdo, se dividirá entre todos los Miembros del Grupo de Demandantes con derecho a los Pagos a los Miembros del Grupo de Demandantes, a prorrata, de conformidad con las siguientes fórmulas incluidas en el Acuerdo de Conciliación

- El monto en dólares del Fondo Neto del Acuerdo dividido por el número total de Comisiones Relevantes remuneradas por todos los Miembros del Grupo de Demandantes, lo que da como resultado un monto por comisión;
- Se multiplica el monto por comisión por el número total de Comisiones Relevantes para cada Miembro del Grupo de Demandantes; y
- El resultado es el monto del pago individual de cada Miembro del Grupo de Demandantes.

Los Titulares de Cuentas actuales en el momento en que el Acuerdo entre en vigor y que tengan derecho a un Pago a los Miembros del Grupo de Demandantes recibirán un crédito en sus Cuentas por el importe que tengan derecho a recibir. Los exTitulares de Cuentas en el momento en que el Acuerdo entre en vigor y que tengan derecho a recibir un Pago a los Miembros del Grupo de Demandantes recibirán un cheque del Administrador del Acuerdo.

Si quedan Fondos Residuales como resultado de cheques no cobrados 120 días después de la distribución a los Miembros del Grupo de Demandantes, el Administrador del Acuerdo y Midland States Bank distribuirán dichos Fondos Residuales en una segunda distribución, de la misma manera que la primera distribución, a los Miembros del Grupo de Demandantes que recibieron un crédito en su cuenta o cobraron un cheque en la primera distribución, si el monto promedio de dicha segunda distribución fuera superior a $5.00 después de deducir los costos de la segunda distribución.

Si el importe promedio de una segunda distribución fuera igual o inferior a $5.00 dólares, o si ya se hubiera realizado una segunda distribución y aún quedaran Fondos Residuales, el Administrador del Acuerdo deberá distribuir los Fondos Residuales de conformidad con el artículo 735 ICLS 5/2-807(a) a una o varias organizaciones elegibles. Las Partes acuerdan proponer a Land of Lincoln Legal Aid como único destinatario *cy pres*.

16. ¿A qué renuncio para permanecer en el Acuerdo?

Si permanece en el Grupo de Demandantes, todas las decisiones del Tribunal serán vinculantes para usted y usted otorgará a Midland States Bank una "exención". Una exención significa que no puede demandar, continuar demandando ni formar parte de ninguna otra demanda contra Midland States Bank en relación con las cuestiones legales de este caso. A partir de la Fecha de Entrada en Vigor, se considerará automáticamente que ha eximido de forma total e irrevocable y que ha exonerado para siempre a Midland States Bank de cualquier responsabilidad, derecho, reclamación, acción, causa de acción, demanda, daño, coste, honorarios de abogados, pérdidas y recursos, ya sean conocidos o desconocidos, existentes o potenciales, sospechados o insospechados, liquidados o no liquidados, legales, estatutarios o equitativos, basados en un contrato, agravio o cualquier otra teoría, que surjan de o estén relacionados de alguna manera con la Demanda, o con cualquiera de los hechos, alegaciones y reclamaciones afirmados o que podrían haberse afirmado en la Demanda relacionada con las Comisiones APSN aplicadas por Midland States Bank, Centrue Bank y Alpine Bank & Trust Co.; las Comisiones por Reintento aplicadas por Alpine Bank & Trust Co.; las Comisiones sobre Comisiones aplicadas por Midland States Bank; y las Comisiones NSF aplicadas por Alpine Bank & Trust Co.

CÓMO EXCLUIRSE DEL ACUERDO

17. ¿Cómo me excluyo del Acuerdo?

Si no desea recibir un pago o crédito en su cuenta, o si desea conservar cualquier derecho que pueda tener para demandar a Midland States Bank por las reclamaciones alegadas en esta Demanda, entonces debe no participar o "excluirse".

Para excluirse, debe enviar una carta al Administrador del Acuerdo indicando que desea ser excluido. Su carta puede decir simplemente: "I hereby elect to be excluded from the Settlement in the *Garcia, et al. v. Midland States Bank* class action" (Por la presente, elijo ser excluido del Acuerdo en la Demanda Colectiva García, et al. v. Midland States Bank). Asegúrese de incluir su nombre, los cuatro últimos dígitos de su número de cuenta actual o anterior, su dirección, número de teléfono y dirección de correo electrónico. Su solicitud de exclusión debe tener matasellos anterior al 15 de septiembre de 2025 y enviarse a:

Garcia v. Midland States Bank Settlement Administrator
Attn: Opt-Out Request
P.O. Box 301172
Los Ángeles, CA 90030-1172

18. ¿Qué sucede si me excluyo del Acuerdo?

Si excluye su participación en el Acuerdo, conservará y no renunciará a ninguno de sus derechos a demandar a Midland States Bank por las reclamaciones alegadas en este caso. Sin embargo, no tendrá derecho a recibir ningún pago ni crédito en su cuenta en virtud del Acuerdo.

En caso de que una cuenta tenga varios Titulares de Cuenta y uno de ellos excluya su participación en el Acuerdo, se considerará que todos los Titulares de la Cuenta han excluido su participación en el Acuerdo.

CÓMO PRESENTAR UNA OBJECIÓN AL ACUERDO

19. ¿Cómo le digo al Tribunal que no estoy conforme con el Acuerdo?

Puede presentar una objeción al Acuerdo o cualquier parte del mismo con la que no esté de acuerdo **SI** no se excluye del Acuerdo. (Los Miembros de los Grupos de Demandantes que se excluyan del Acuerdo no tienen derecho a presentar objeciones respecto al trato que se dé a otros Miembros del Grupo de Demandantes). Para presentar objeciones, debe enviar un documento escrito por correo postal o mensajería privada (por ejemplo, Federal Express) al Administrador del Acuerdo a la dirección que figura a continuación. Su objeción debe incluir la siguiente información:

- El nombre de la Demanda.
- el nombre completo, la dirección, el número de teléfono y la dirección de correo electrónico (si la tiene) de quien presenta la objeción;
- todos los motivos de la objeción, acompañados de cualquier fundamento legal para la objeción que conozca quien presente la objeción o el abogado de quien presente la objeción;
- la identidad de todos los abogados que representan a quien presenta la objeción, incluidos los abogados anteriores o actuales que puedan tener derecho a una compensación por cualquier motivo relacionado con la objeción al Acuerdo o la Solicitud de Honorarios y Costos de Abogados e Indemnización por Servicios;
- todos los acuerdos relacionados con la objeción o el proceso de objeción, ya sean escritos u orales, entre quien presenta la objeción o el abogado de quien presenta la objeción y cualquier otra persona o entidad;
- la identidad de todos los abogados (si los hubiera) que representen a quien presenta la objeción y que comparezcan en la Audiencia de Aprobación Definitiva;
- una lista de todas las personas que serán llamadas a testificar en la Audiencia de Aprobación Definitiva en apoyo de la objeción (si las hubiera);
- una declaración que confirme si quien presenta la objeción tiene la intención de comparecer personalmente y/o testificar en la Audiencia de Aprobación Definitiva; y
- la firma de quien presenta la objeción (la firma de un abogado no es suficiente).

Todas las objeciones deben tener un matasellos con fecha no posterior al 15 de septiembre de 2025 y deben enviarse por correo al Secretario del Tribunal, a los Abogados del Grupo de Demandantes y a Midland States Bank, de la siguiente manera:

Garcia v. Midland States Bank Settlement Administrator
Attn: Objections
P.O. Box 301172
Los Ángeles, CA 90030-1172

20. ¿Cuál es la diferencia entre objetar y solicitar excluirse del Acuerdo?

Objetar es decirle al Tribunal que usted no cree que el Acuerdo sea justo, razonable y adecuado para los Grupos de Demandantes, y pedirle al Tribunal que lo desestime. Solo puede objetar si no se excluye del Acuerdo. Si presenta una objeción al Acuerdo y no se excluye, entonces podrá tener derecho a un pago o crédito en su cuenta del Fondo Neto del Acuerdo si se aprueba el Acuerdo, pero quedará obligado por la exención a realizar reclamaciones que pueda tener contra Midland States Bank.

Excluirse es decirle al Tribunal que no desea ser parte del Acuerdo y que no desea recibir un pago o crédito en su cuenta ni eximirse de realizar reclamaciones que pueda tener contra Midland States Bank por las reclamaciones alegadas en esta Demanda.

21. ¿Qué sucede si presento una objeción al Acuerdo?

Si el Tribunal admite su objeción, o la objeción de cualquier otro Miembro del Grupo de Demandantes, entonces es posible que no haya Acuerdo; sin embargo, una objeción a los honorarios y costos de los abogados solicitados por los Abogados del Grupo de Demandantes o al monto de la Indemnización por Servicios solicitada, puede dar lugar a la aprobación del Acuerdo, pero a la concesión de un monto menor de honorarios y costos de abogados o de Indemnización por Servicios. Si presenta una objeción, pero el Tribunal desestima su objeción y cualquier otra objeción, formará parte del Acuerdo. Si el Tribunal aprueba el Acuerdo, quien presente la objeción participará en el Acuerdo. Si el Tribunal no aprueba el Acuerdo, entonces no habrá Acuerdo.

AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

22. ¿Cuándo y dónde el Tribunal resolverá si aprueba o no el Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Definitiva a las 9:45 a. m. del 15 de octubre de 2025, en el Tribunal de Circuito del Condado de Winnebago, ubicado en 400 West State Street, Rockford, IL 61101. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. Si hay objeciones, el Tribunal las tomará en consideración. El Tribunal también podrá decidir cuánto otorgar a los Abogados del Grupo de Demandantes por honorarios de abogados y costos de litigio y cuánto debe recibir cada uno de los Representantes del Grupo de Demandantes como Indemnización por Servicios. La audiencia podrá ser virtual, en cuyo caso las instrucciones para participar se publicarán en el sitio web del Acuerdo en www.GarciaBankFeesSettlement.com. Además, si la fecha y/o el lugar de la Audiencia de Aprobación Definitiva cambian, dicha información se publicará en el mismo sitio web. La notificación de la sentencia definitiva dictada por el Tribunal se publicará en el sitio web del Acuerdo.

23. ¿Tengo que asistir a la audiencia?

Los Abogados del Grupo de Demandantes responderán a cualquier pregunta que pueda tener el Tribunal. Usted podrá asistir si lo desea. Si ha presentado una objeción, es posible que desee asistir.

24. ¿Puedo hablar en la audiencia?

Si ha presentado una objeción, puede solicitar al Tribunal permiso para hablar en la Audiencia de Aprobación Definitiva. Para ello, debe incluir en su objeción, descrita en la pregunta 19 anterior, la siguiente declaración: “I hereby give notice that I intend to appear at the Final Approval Hearing” (Por la presente, notifico que tengo la intención de comparecer en la Audiencia de Aprobación Definitiva).

LOS ABOGADOS QUE LO REPRESENTAN

25. ¿Tengo un abogado en esta demanda?

El Tribunal ordenó que los abogados y sus bufetes mencionados en este Aviso como "Abogados del Grupo de Demandantes", Cohen & Malad, LLP; Kaliel Gold PLLC; Kopelowitz Ostrow P.A.; y Stranch, Jennings & Garvey PLLC, lo representen a usted y a los demás Miembros del Grupo de Demandantes.

26. ¿Tengo que pagar al abogado por lograr este resultado?

No. Los Abogados del Grupo de Demandantes serán remunerados directamente con cargo al Fondo del Acuerdo por los servicios legales prestados para lograr el Acuerdo en beneficio de los Miembros del Grupo de Demandantes. Los honorarios y costos de los Abogados del Grupo de Demandantes se deducirán del Fondo del Acuerdo, reduciendo así el monto del Fondo Neto del Acuerdo que se pagará a los Miembros del Grupo de Demandantes.

27. ¿Quién determina los honorarios de los abogados?

Se solicitará al Tribunal que apruebe el monto de los honorarios de los abogados en la Audiencia de Aprobación Definitiva. Los Abogados del Grupo de Demandantes presentarán una solicitud de honorarios y costos y especificarán el monto que se solicita, tal como se indicó anteriormente. Usted podrá revisar la solicitud de honorarios en www.GarciaBankFeesSettlement.com o ver una copia física en la Oficina del Secretario del Tribunal de Circuito del Condado de Winnebago, Illinois.

CÓMO SE PUEDE OBTENER MÁS INFORMACIÓN

Este Aviso resume el Acuerdo propuesto. Se incluyen más detalles en el Acuerdo de Conciliación, que puede consultarse/obtenerse en línea en www.GarciaBankFeesSettlement.com o en la Oficina del Secretario del Tribunal de Circuito del Condado de Winnebago, Illinois, solicitando el expediente judicial que contiene la Moción de Aprobación Preliminar (el Acuerdo de Conciliación se adjunta a la moción).

Para obtener información adicional sobre el Acuerdo y/o para obtener copias del Acuerdo de Conciliación, o para cambiar su dirección a efectos de recibir un pago, debe ponerse en contacto con el Administrador del Acuerdo de la siguiente manera:

Garcia v. Midland States Bank Settlement Administrator
P.O. Box 301172
Los Ángeles, CA 90030-1172

Para obtener más información, también puede ponerse en contacto con los Abogados del Grupo de Demandantes de la siguiente manera:

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Marty Schubert
Stranch, Jennings & Garvey PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN, 37203
mschubert@stranchlaw.com

NO SE COMUNIQUE CON EL TRIBUNAL NI CON NINGÚN REPRESENTANTE DE MIDLAND STATE BANK CON RESPECTO A ESTE AVISO O AL ACUERDO.