

**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 PROSPERITY BANK (“DEFENDANT”) AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.**

*Para una notificación en Español, visitar [MeierClassActionSettlement.com](http://MeierClassActionSettlement.com).*

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

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING</b>	If you do nothing, you will receive a payment from the Settlement Fund so long as you do not opt-out of the Settlement (described in the next box).
<b>OPT OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	You can choose to opt out of the Settlement. This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a payment from the Settlement Fund. If you opt out of the Settlement but want to recover against Defendant, you will have to file a separate lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	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, you may receive a payment or credit and you will not be able to sue Defendant for the claims asserted in the litigation. If the Court agrees with your objection, the Settlement may not be approved.

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 the lawsuit about?**

The lawsuit being settled is entitled *Carrie Meier v. Prosperity Bank*. The Action is pending in the District Court for the District of Brazoria, 239<sup>th</sup> Judicial District, Case No. 109569-CV. The case is a “class action.”

That means that the Class Representative, Carrie Meier, is acting on behalf of current and former Accountholders who were purportedly improperly assessed APPSN Fees or Multiple Fees between September 15, 2016, and September 30, 2022. The Class Representative has asserted a claim for breach of contract. Defendant contends that the fees Plaintiff is complaining about were charged properly and in accordance with the terms of its deposit account agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Plaintiff or any Settlement Class members.

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

You received this Notice because Defendant’s records indicate that you were charged one or more APPSN Fees and/or Multiple Fees that are the subject of the Action. The Court directed that this Notice be sent to all Settlement Class members because each such 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.

### **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 Representative's 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, the Class Representative's lawyers, known as Class Counsel, make this recommendation to the Class Representative. The Class Representative has a duty to act in the best interests of the Settlement 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 Settlement Class members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees at issue. There is also uncertainty about whether the Class Representative's claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representative was 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 Defendant 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 the Defendant's records indicate that you are a member of one or both of the Settlement Classes and are 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 receive a payment or account credit according to the terms of this Settlement, (2) opt-out of the Settlement, or (3) 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?**

There is no deadline to receive a payment or account credit. If you do nothing, you will get a payment or credit.

The deadline for sending a letter to opt-out of the Settlement is April 23, 2023.

The deadline to file an objection with the Court is also April 23, 2023.

### **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, 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, the Settlement may not be approved and no payments will be made to you or any other member of the Settlement Class. If your objection (and any other objection) is overruled and the Settlement is approved, you may still get a payment or credit and will be bound by the Settlement.

If you want to participate in the Settlement, you don't have to do anything; you will receive a payment or credit if the Settlement is approved by the Court.

## **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 a Notice. The Court will make a final decision regarding the Settlement at the Final Approval Hearing, which is currently scheduled for May 23, 2023.

### **THE SETTLEMENT PAYMENT**

## **9. How much is the Settlement?**

Defendant has agreed to create a Settlement Fund of \$1,600,000.00 and to separately pay the Settlement Administration Costs.

As discussed separately below, any court-awarded Service Award and attorneys' fees and litigation costs will be paid out of the Settlement Fund. The Net Settlement Fund will be divided among all Settlement Class Members entitled to Settlement Class Member Payments based on formulas described in the Settlement Agreement.

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

Class Counsel will request the Court to approve payment from the Settlement Fund for attorneys' fees of no more than 33.33% of the Value of the Settlement (as defined in the Settlement Agreement) and reimbursement for litigation costs incurred in prosecuting the Action. The Court will decide the amount of the attorneys' fees and costs after application by Class Counsel which shall be made contemporaneously with the filing of the Motion for Final Approval of the Settlement.

## **11. How much of the Settlement Fund will be used to pay the Class Representative's Service Award?**

Class Counsel will request that the Class Representative be paid a Service Award in the amount of up to \$5,000.00 for her work in connection with this Action. The Service Award must be approved by the Court.

## **12. Who will pay the Settlement Administrator's expenses?**

The Settlement Administrator's expenses will be paid separately by the Defendant. None of the fees or costs will be paid from the Settlement Fund; therefore, the payment will not reduce the amount of your payment or credit.

## **13. How much will my payment or credit be?**

The balance of the Settlement Fund after the payment of the Service Award and attorneys' fees and costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the formulas outlined in the Settlement Agreement for the APPSN Fee Class and Multiple Fee Class. Current Accountholders will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders shall receive a check from the Settlement Administrator.

## **14. Do I have to do anything if I want to participate in the Settlement?**

No. If you received this Notice, you may be entitled to receive a payment or credit for Relevant Fees without having to make a claim, unless you choose to opt-out of the Settlement.

## **15. When will I receive my payment or credit?**

The Court will hold a Final Approval Hearing on May 23, 2023, at 10:00 am to consider whether the Settlement should be approved. If the Court approves the Settlement, payments or credits should be issued within 30 days of the Effective Date. However, if someone objects to the Settlement and the objection is sustained, there will 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 for the appeal to be resolved, which would delay any payment.

## OPTING-OUT OF THE SETTLEMENT

### **16. How do I opt-out of the Settlement?**

If you do not want to receive a payment or credit, and if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, you must opt-out of the Settlement.

To opt-out, you **must** send a letter to the Settlement Administrator stating that you want to be excluded. Your letter can simply say, “I hereby elect to be excluded from the Settlement in the *Carrie Meier v. Prosperity Bank* class action.” Be sure to include your name, the last four digits of your former account number(s), your address, your telephone number, and your email address. Your opt-out request must be postmarked by April 23, 2023, and sent to the following address:

Carrie Meier v. Prosperity Bank  
Settlement Administrator  
P.O. Box 2698  
Portland, OR 97208-2698

### **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 the Defendant for the claims alleged in the Action. However, you will not be entitled to receive a payment from the Settlement.

## OBJECTING TO THE SETTLEMENT

### **18. 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 of the Settlement. (Settlement Class members 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., FedEx) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant’s Counsel at the addresses below. Your objection must include the following information:

- a. The name of the Action;
- b. The objector’s full name, mailing address, telephone number, and email address (if any);
- c. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- d. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- e. 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 fee application;
- f. The number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding five years;
- g. 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;
- h. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- i. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

- j. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. The objector's signature (an attorney's signature is not sufficient).

All objections must be postmarked no later than April 23, 2023, and must be mailed to the Clerk of the Court, Settlement Administrator, Class Counsel, and Defendant's Counsel as follows:

CLERK OF COURT	SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of the District Court for the District of Brazoria 111 E. Locust St, Angleton, TX 77515	Carrie Meier v. Prosperity Bank Settlement Administrator P.O. Box 2698 Portland, OR 97208-2698	Jeff Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301  <i>and</i>  Jeffrey D. Kalief Kalief Gold PLLC 1100 15th Street NW 4th Floor Washington, DC 20005	Nancy McEvily Davis Bracewell LLP 711 Louisiana Street Suite 2300 Houston, TX 77002

## 19. What is the difference between objecting and requesting to opt-out of the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement 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 or credit if the Settlement is approved, but you will release claims you might have against Defendant. 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 credit or release claims you might have against Defendant for the claims alleged in this lawsuit.

## 20. What happens if I object to the Settlement?

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

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 10:00 am on May 23, 2023, at the District Court Courthouse for the District Court for Brazoria, Texas, which is located at 111 E. Locust St, Angleton, TX 77515. 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 of a Service Award to award the Class Representative and Class Counsel for attorneys' fees and litigation costs. The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website at [MeierClassActionSettlement.com](http://MeierClassActionSettlement.com).

## 22. 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, you may want to attend.

### **23. 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 18, above, the statement “I hereby give notice that I intend to appear at the Final Approval Hearing.”

### **THE LAWYERS REPRESENTING YOU**

### **24. 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” will represent you and the other Settlement Class Members.

### **25. Do I have to pay the lawyers for accomplishing this result?**

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

### **26. 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 attorneys’ fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application in the Motion for Final Approval at the website established by the Settlement Administrator.

### **GETTING MORE INFORMATION**

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be obtained online at [MeierClassActionSettlement.com](http://MeierClassActionSettlement.com) or by calling 1-866-287-0504.

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

Carrie Meier v. Prosperity Bank  
Settlement Administrator  
P.O. Box 2698  
Portland, OR 97208-2698

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

Jeff Ostrow  
Jonathan M. Streisfeld  
Kopelowitz Ostrow P.A.  
1 West Las Olas Blvd.  
Suite 500  
Fort Lauderdale, FL 33301  
Phone: 1-954-525-4100  
Fax: 1-954-525-4300  
[ostrow@kolawyers.com](mailto:ostrow@kolawyers.com)  
[streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)

*and*

Jeffrey D. Kaliel  
Kaliel Gold PLLC  
1100 15th Street NW  
4th Floor  
Washington, DC 20005  
Phone: 1-202-350-4783  
[jkaliel@kalielpllc.com](mailto:jkaliel@kalielpllc.com)

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