

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank

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 CENTERSTATE BANK, NOW KNOWN AS SOUTHSTATE BANK, AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN APRIL 6, 2015 AND MAY 31, 2020, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN AUGUST 18, 2015 AND AUGUST 21, 2020, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificación en Español, visitar www.csfeesettlement.com.

The District Court for the Middle District of Florida 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	If you do nothing, you will receive a payment from the Settlement Fund or the forgiveness of Uncollected Fees so long as you do not opt-out of the settlement (described in the next box).
OPT-OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the Settlement or “opt-out.” This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a payment from the Settlement Fund or the forgiveness of Uncollected Fees. If you opt-out of the Settlement, but want to recover against Defendant, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If your objection is overruled by the Court, then you may receive a payment or credit, or forgiveness of debt, and you will not be able to sue Defendant for the claims asserted in the litigation. If the Court agrees with your objection, then 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 are the lawsuits about?

The lawsuits that are being settled are entitled *Angela Denise Grant v. CenterState Bank* and *Precision Roofing of N. Florida Inc. v. CenterState Bank*. They are pending in the District Court in the Middle District of Florida. The cases are “class actions” and have case numbers: 8:20-cv-01920-MSS-AAS and 3:20-cv-352-J-39JRK, respectively, and have been consolidated for the purpose of the Court presiding over the Settlement approval process.

That means that the “Class Representatives,” Angela Denise Grant and Precision Roofing of N. Florida Inc., are individually acting on behalf of current and former accountholders who were purportedly improperly assessed APPSN Fees between April 6, 2015, and May 31, 2020, and Multiple Fees between August 18, 2015, and August 21, 2020. The Class Representatives have asserted claims for breach of contract.

Defendant does not deny it charged the fees the Class Representatives are complaining about, but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Class Representatives or any Settlement Class members.

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

You received a 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 Actions. The Court directed that the 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 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, the Class Representatives’ 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 Settlement 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.

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. And even if it was contractually wrong to assess these fees, there is uncertainty about whether the Class Representatives’ 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 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 a Notice, then Defendant’s records indicate that you are a member of one or both of the Settlement Classes and are entitled to receive a payment/credit to your Account or the forgiveness of Uncollected Fees.

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/account credit or forgiveness of Uncollected Fees according to the terms of this Settlement; (2) opt-out from 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/account credit or forgiveness of Uncollected Fees. If you do nothing, then you will get a payment/credit or the forgiveness of Uncollected Fees.

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

The deadline to file an objection with the Court is also October 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, then you may want to consider opting-out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement 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, then you may still get a payment/credit or the forgiveness of Uncollected Fees and will be bound by the Settlement.

If you want to participate in the Settlement, then you do not have to do anything; you will receive a payment/credit or forgiveness of Uncollected Fees 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 a “Final Approval Hearing,” which is currently scheduled for November 30, 2023.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of \$2,650,000 and to separately pay the Settlement Administration Costs.

As discussed separately below, 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 attorney fees and costs?

Class Counsel will request the Court to approve payment from the Settlement Fund for attorneys’ fees of not more than 33.33% of the Value of the Settlement and reimbursement for litigation costs incurred in prosecuting the Actions. 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. 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/credit or amount of forgiven Uncollected Fees.

12. How much will my payment/credit or forgiveness of Uncollected Fees be?

The balance of the Settlement Fund after 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. Those Settlement Class Members entitled to the forgiveness of Uncollected Fees will receive a discharge of their pro rata share of the Uncollected Fees based upon the number of APPSN Fees or Multiple Fees that were assessed.

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

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

14. When will I receive my payment/credit or forgiveness of Uncollected Fees?

The Court will hold a Final Approval Hearing on November 30, 2023, at 2:00 p.m. to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments/credits or forgiveness of Uncollected Fees should be issued within 30 days of the Effective Date. However, if someone objects to the Settlement, and the objection is sustained, then there is no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the Settlement?

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

To opt-out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Angela Denise Grant v. CenterState Bank* and *Precision Roofing of N. Florida Inc. v. CenterState Bank* class actions.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your opt-out request **must** be postmarked by October 23, 2023, and sent to:

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank
Attn: Exclusions
c/o Kroll Settlement Administration, LLC
P.O. Box 225391
New York, NY 10150-5391

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

OBJECTING TO THE SETTLEMENT

17. 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. (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., Federal Express) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant's Counsel at the addresses below. The 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 that 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 October 23, 2023 and must be sent 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
<p>Clerk of the District Court for the Middle District of Florida</p> <p>Bryan Simpson United States Courthouse 300 North Hogan Street Jacksonville, Florida 32202</p>	<p><i>Angela Denise Grant v. CenterState Bank and Precision Roofing of N. Florida Inc. v CenterState Bank</i></p> <p>c/o Kroll Settlement Administration LLC P.O. Box 225391 New York, NY 10150-5391</p>	<p>Jeff Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, Florida 33301</p> <p><i>and</i></p> <p>Jeffrey D. Kaliel Kaliel Gold PLLC 1100 15th Street NW, 4th Floor Washington, DC 20005</p>	<p>Christopher S. Carver Akerman LLP 201 East Las Olas Boulevard – Suite 1800 Ft. Lauderdale, FL 33301</p>

18. 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/credit or forgiveness of Uncollected Fees 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/credit or forgiveness of Uncollected Fees or release claims you might have against Defendant for the claims alleged in this lawsuit.

19. 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, then there is no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on November 30, 2023, at the United States Courthouse for District Court for the Middle District of Florida, in Courtroom 12C (or such other courtroom as the Court designates), which is located at 300 North Hogan Street, Jacksonville, Florida 32202. 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 any awards to the Class Representatives. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.csfeesettlement.com.

21. 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.

22. 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 17, above, the statement, “I hereby give notice that I intend to appear at the Final Approval Hearing.”

THE LAWYERS REPRESENTING YOU

23. 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.

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

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

25. 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 viewed/obtained online at www.csfeesettlement.com.

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:

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida v. CenterState Bank
c/o Kroll Settlement Administrator, LLC
P.O. Box 225391
New York, NY 10150-5391

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

Jeff Ostrow
Jonathan M. Streisfeld
KOPELOWITZ OSTROW P.A.
One West Las Olas Boulevard
Suite 500
Fort Lauderdale, Florida 33301
954-525-4100
954-525-4300
ostrow@kolawyers.com
streisfeld@kolawyers.com

Jeffrey D. Kaliel
KALIEL GOLD PLLC
1100 15th Street NW, 4th Floor
Washington, DC 20005
202-350-4783
jkaliel@kalielpllc.com

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