

SETTLEMENT AGREEMENT AND RELEASE

*Karla J. Thornton, individually and on behalf of all others similarly
situated,*

v.

German American Bancorp, Inc.

**Superior Court of Marion County, Indiana
Commercial Court Docket**

Case No. 49D01-2007-PL-022667

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiff Karla J. Thornton (“Named Plaintiff”) and all those on whose behalf Named Plaintiff is prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendant German American Bancorp, Inc. (“Defendant”), on the other hand, as of the Effective Date (defined in Section 1(o) below). All references in this Agreement to a “party” or the “parties” shall refer to a party or the parties to this Agreement.

RECITALS

A. On July 9, 2020, Named Plaintiff filed a putative class action complaint in the Marion County, Indiana, Superior Court No. 1 on the Commercial Court docket, entitled *Karla J. Thornton, individually and on behalf of all others similarly situated, v. German American Bancorp, Inc.*, Case No. 49D01-2007-PL-022667, alleging claims on behalf of two proposed classes for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and violation of Indiana’s Deceptive Consumer Sales Act.

B. On March 9, 2021, Named Plaintiff filed an Amended Complaint, alleging the same theories and claims, but attaching corrected account and other documents as Exhibits to the Amended Complaint.

C. On May 3, 2021, Defendant filed a motion to dismiss the Amended Complaint. On June 1, 2021, Named Plaintiffs filed their response to Defendant’s motion to dismiss. On June 4, 2021, Defendant filed an Unopposed Motion to Stay Pending Mediation. On June 7, 2021, the Court entered an order granting the Unopposed Motion to Stay Pending Mediation, effectively staying all proceedings in the matter until after completion of the mediation. The Court has not ruled on the motion to dismiss.

D. On August 25, 2021, the parties participated in a mediation with mediator, Brian Hewitt of Hewitt Law & Mediation LLC. At the conclusion of the August 25 mediation session, the parties had reached agreement in principle regarding the terms of a settlement, conditioned on the negotiation and execution of a comprehensive, definitive settlement agreement.

E. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Amended Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Amended Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Amended Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or

concession of liability or wrongdoing of any nature or for any other purpose, other than to enforce the terms of this Agreement.

F. Named Plaintiff has entered into this Agreement to recover damages based on the claims asserted in the Amended Complaint and to avoid the risk, delay, and uncertainty of continued litigation.

AGREEMENT

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

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

(a) “Action” shall mean *Karla J. Thornton, individually and on behalf of all others similarly situated, v. German American Bancorp., Inc.*, Case No. 49D01-2007-PL-022667.

(b) “Amended Complaint” shall mean the Amended Complaint filed in this Action, on March 9, 2021.

(c) “APSN Fees” shall mean fees that the Defendant charged and did not refund during the Class Period on its customers’ transactions, where there was a sufficient balance at the time the transaction was authorized, but there was an insufficient balance when the transaction subsequently settled—*i.e.*, the transaction was assessed an overdraft fee when it was presented to Defendant for payment and posted to a customer’s account into a negative balance, even though the customer had a positive account balance at the time of the transaction’s authorization.

(d) “APSN Class” shall mean those current and former customers of Defendant who are residents of Indiana, Kentucky, or any other State, who have or had an account with Defendant and who were assessed APSN Fees during the Class Period.

(e) “Bar Date to Object” shall be the date set by the Court as the deadline for Class Members (defined below) to file an Objection and shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

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

(g) “Class Counsel” shall mean Lynn A. Toops of Cohen & Malad, Gerard Stranch, IV of Branstetter Stranch & Jennings, and Christopher Jennings of Johnson Firm.

(h) “Class Member(s)” shall mean any current or former customer of Defendant who is in either the Sufficient Funds Class, the APSN Class, or both, and who does not submit a timely request to be excluded from the settlement.

(i) “Class Period” shall mean the period from July 9, 2011, through the date the Preliminary Approval Order (defined below) is entered.

(j) “Complaint” shall mean the Complaint filed in this case on July 9, 2020, and as amended on March 9, 2021, by the Amended Complaint.

(k) “Court” shall mean the Marion County Indiana Superior Court No. 1.

(l) “Defendant’s Counsel” shall mean Gregory A. Neibarger and Michael A. Dorelli, of Dentons Bingham Greenebaum, LLP.

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

(n) “Escrow Account” shall mean the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described in Section 8 of this Agreement into which Defendant will deposit the Settlement Fund.

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

(p) “Fee Expert” means Ankura Consulting Group, LLC, or such other third-party chosen by Class Counsel and approved by Defendant’s counsel, employed to identify the members of the APSN Class and the Sufficient Funds Class (defined below) and to calculate payments to Class Members.

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

(r) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court.

(s) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 9, below.

(t) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below, which shall be filed forty-five (45) days after the date the Notice (defined below) must be delivered to Class Members.

(u) “Motion for Award of Fees, Costs, and Service Award” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6 below, which shall be filed fifteen (15) days after the date the Notice (defined below) must be delivered to Class Members.

(v) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs, any service award allowed by the Court, and any fees and costs paid to the Settlement Administrator.

(w) “Notice” shall mean the proposed summary notice that shall be sent by the Settlement Administrator to the members of the APSN Class and Sufficient Funds Class by email or direct mail, substantially in the form of Exhibit 1 hereto, and the proposed long-form notice that shall be posted to the settlement website, both as approved by the Court.

(x) “Preliminary Approval Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 3 and 4, below.

(y) “Settlement” shall mean the settlement into which the parties have entered, in order to resolve this Action. The terms of the Settlement are as set forth in this Agreement.

(z) “Settlement Administrator” shall mean the entity that will provide the notice and other administrative handling of this Agreement to be selected by Class Counsel, in consultation with and as approved by Defendant’s counsel.

(aa) “Settlement Class Member Payments” shall mean the cash or cash equivalent distribution that will be made from the Net Settlement Fund to each Class Member, pursuant to the allocation terms described in this Agreement.

(bb) “Settlement Fund” shall mean the amount of Three Million Fifty Thousand Dollars (\$3,050,000.00), to be paid by Defendant under the terms of this Agreement.

(cc) “Sufficient Funds Fees” shall mean overdraft fees that Defendant charged its customers and did not refund during the Class Period, on transactions that did not overdraw the customers’ accounts, because the customers allege they had sufficient funds available (or enough money) in their accounts to pay for or cover the transactions.

(dd) “Sufficient Funds Class” shall mean those current and former customers of Defendant who are residents of Indiana, Kentucky, or any other State, who have or had an account with Defendant and who were assessed Sufficient Funds Fees during the Class Period.

2. CLASS ACTION SETTLEMENT. Named Plaintiff shall propose and recommend to the Court that the Sufficient Funds Class and the APSN Class shall be certified for purposes of implementing the terms of the Settlement provided for in this Agreement. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if the Effective Date does not occur, then Defendant shall retain all rights to object to maintaining this case as a class action, in addition to all rights to dispute liability and damages. Likewise, if the Effective Date does not occur, Plaintiffs and Class Counsel shall not reference this Agreement for any purpose, including but not limited to in support of any subsequent filing relating to class certification, for the purpose of establishing liability, or for any other purpose.

3. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval Order. The Preliminary Approval Order shall provide for: preliminary approval of this Agreement; provisional certification of each class for settlement purposes; appointment of Class Counsel as counsel to the provisionally certified classes and the Plaintiff as Class Representative; and the requirement that the Notice be given to the members of the APSN Class and the Sufficient Funds Class as provided in Section 4, below (or as otherwise determined by the Court).

4. NOTICE TO THE CLASSES.

(a) The Settlement Administrator shall send the summary notice attached as **Exhibit 1**, as applicable, to all members of the APSN Class and the Sufficient Funds Class as specified by the Court in the Preliminary Approval Order.

(b) For those Class Members who are current members of Defendant and have agreed to receive notices regarding their accounts from Defendant electronically, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for these persons. The Settlement Administrator shall email the summary notice to each such person’s last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall mail Notice as set forth in the following subsection.

(c) For those Class Members who are not current customers of Defendant or who have not agreed to receive electronic notices regarding their accounts from Defendant, or who were emailed Notice that was returned as undeliverable, the summary notice shall be mailed to these Class Members by first

class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for these Class Members. The Settlement Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed summary notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed summary notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the summary notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The long-form notice, attached as **Exhibit 2**, shall be posted on a settlement website created by the Settlement Administrator.

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

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

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

5. MOTION FOR FINAL APPROVAL. Fifteen (15) days after the Bar Date to Opt Out and the Bar Date to Object, and provided the conditions in Section 13 below are satisfied, Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

6. MOTION FOR FEES, COSTS, AND SERVICE AWARD. Fifteen (15) days after the Notice is sent to Class Members, Class Counsel shall file a Motion for Fees, Costs, and Service Award. The Motion for Fees, Costs and Service Award shall also be posted to the settlement website described in Section 9(g) above.

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

8. **THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) **Payments to Class Members.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall transfer the Settlement Fund into the Escrow Account established by the Settlement Administrator. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes: (a) Class Counsels' fees and expenses; (b) any service award payment to the Named Plaintiff; (c) costs associated with administering the Notice in accordance with Section 4, above; and (d) any fees paid to the Settlement Administrator and Fee Expert for services rendered in connection with the administration process. Defendant shall not make any additional or further contributions to the Settlement Fund, nor shall Defendant be responsible for any payments, costs, fees, or obligations relating to the Settlement and/or this Agreement, other than payment of the Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement is terminated by either party for any reason, including pursuant to Section 13 below, the portion of the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator or Fee Expert or due and owing to the Settlement Administrator or Fee Expert in connection with the Settlement provided for herein, shall be refunded to Defendant within two (2) business days.

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

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1. All taxes (including estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's counsel, Named Plaintiff, or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a Qualified Settlement Fund for purposes of federal or state income taxes or otherwise (collectively, "Taxes") shall be paid out of the Escrow Account. Defendant and its counsel, Named Plaintiff and Class Counsel, have no liability or responsibility for any of the Taxes and make no representations as to the taxability of any portions of the payments to Class Members, including Named Plaintiff. The Escrow Account shall indemnify and hold Defendant and Defendant's counsel and Named Plaintiff and Class Counsel harmless for Taxes (including, without limitation, Taxes payable by reason of such indemnification).

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

(i) Attorneys' Fees and Costs. Class Counsel's reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund no later than ten (10) days after entry of the Final Approval Order. The fees and expenses shall constitute full satisfaction of any obligation on the part of Defendant to pay any person, attorney, or law firm for attorneys' fees, costs, or any other expense incurred on behalf of Named Plaintiff or the Class or Class Counsel in this Action. The payment of attorneys' fees, costs and expenses of Class Counsel shall be made as determined by the Court. Defendant and Defendant's counsel shall have no responsibility for any allocation and no liability whatsoever to any person or entity claiming any share of the Settlement Fund to be distributed for payment of attorneys' fees, costs, or expenses or any other payment from the Settlement Fund not specifically described in this Agreement. In the event the Effective Date does not occur or should the judgment approving the Settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendant. If the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court. The parties agree that the Court's failure to approve, in whole or in part, any award of attorneys' fees shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination.

(ii) Service Award. Subject to Court approval, Named Plaintiff shall be entitled to receive a service award of up to \$10,000.00 for her role as the Named Plaintiff to be paid from the Settlement Fund. The parties agree that the Court's failure to approve, in whole or in part, any service award to Named Plaintiff shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

(iii) Settlement Administrator's Fees. The Settlement Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid from the Settlement Fund within ten (10) days after the Effective Date. The parties agree that the Court's failure to approve, in whole or in part, the Settlement Administrator's fees or costs, shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

(iv) Fee Expert's Fees and Expenses. The Fee Experts' fees and expenses shall be paid from the Settlement Fund from time to time as approved by the Settlement Administrator and Class Counsel. To the extent Court approval may be required for payment

of the Fee Experts' fees and expenses, the parties agree that the Court's failure to approve, in whole or in part, the Fee Expert's fees or expenses shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

(v) Payments to Class Members. Defendant agrees to provide reasonably accessible information and data to the Fee Expert and the Settlement Administrator to determine the Settlement Class Member Payments to the Class Members. Calculation and implementation of allocations of the Settlement Fund contemplated by this Section shall be done by the Fee Expert for the purpose of compensating Class Members. Neither Defendant nor its counsel shall have any responsibility for the calculation and Class Members shall have no recourse against Defendant and/or Defendant's counsel with respect to the calculation. The methodology of Settlement Class Member Payments will be applied to the data as consistently, sensibly, conscientiously, and reasonably as possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations. Class Counsel shall confer with the Defendant's counsel concerning any such additional data and information. All such data and information produced by Defendant for the purpose of confirming and/or effectuating the calculations and allocations contemplated by this Agreement shall be returned to Defendant's counsel or destroyed. The cost of the Fee Expert to make this calculation shall be paid from the Settlement Fund.

Class Member payments to current and past account holders will be made by the Settlement Administrator from the Net Settlement Fund by check with an appropriate legend, in a form approved by Class Counsel and Defendant's counsel, to indicate that it is from the Settlement. Checks will be issued and direct mailed by the Settlement Administrator and will be sent to the addresses that the Settlement Administrator identified as valid Class Member addresses. Checks will be valid for 180 days. The Settlement Administrator will make reasonable efforts to locate the proper address for any Class Member whose check is returned by the Postal Service as undeliverable and will re-mail it once to the updated address. The Settlement Administrator will also process any requests by Class Members for reissuance of checks, provided that, unless approved by Class Counsel, any reissued check will be valid only until the date stated on the originally issued check.

(vi) Uncollected Funds. If any funds remain uncollected after distribution to the Class Members, i.e., checks uncashed after 180 days, those funds shall not revert to Defendant but shall be distributed in a second distribution to Class Members who successfully cashed a settlement check in the first distribution if,

after deducting the Settlement Administrator's expenses of performing a second distribution, the average payment to a Class Member would meet or exceed \$5.00. Any second distribution shall occur in substantially the same manner as the first distribution. If the average Class Member payment in a second distribution would be less than \$5.00, or if funds remain after a second distribution has been made to Class Members, any remaining uncollected funds shall be paid to an appropriate *cy pres* recipient selected by Class Counsel and approved by the Court.

(vii) Any and all fees, expenses, or costs associated with the processes described in the Section 8 shall be paid exclusively from the Settlement Fund. Defendant shall have no obligation to pay any such fees, expenses, or costs, under any circumstances.

9. THE SETTLEMENT ADMINISTRATOR.

(a) Selection. The Settlement Administrator shall be selected by Class Counsel in consultation with Defendant and its counsel.

(b) Retainer Agreement. The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member and other banking data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court. Class Counsel shall be responsible for the preparation of the retainer agreement, subject to approval by Defendant and its counsel.

(c) Court Jurisdiction. The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(d) Confidentiality/Document Destruction and/or Return. The Settlement Administrator shall keep all financial, banking, transactional and identifying data and information regarding Class Members and/or the Defendant strictly confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, the

list shall not be used for any purposes other than the implementation of this Agreement.

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

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

(g) Settlement Administrator's Duties. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraphs and elsewhere in this Agreement, are as follows:

(i) Use the name, email, and postal address information for Class Members provided by Defendant in connection with the Notice for the purpose of mailing or emailing the Notice and later mailing Settlement Class Member Payment checks to former customers;

(ii) Establish and maintain a Post Office box for the receipt of exclusion/opt-out requests and objections;

(iii) Establish and maintain a Settlement website;

(iv) Establish and maintain an automated toll-free telephone number for Class Members to call with settlement-related inquiries and answer frequently asked questions of Class Members who call or otherwise communicate such inquiries;

(v) Respond to any mailed Class Member inquiries;

(vi) Process all requests for exclusion from Class Members;

(vii) Provide weekly reports to Class Counsel and Defendant's counsel that summarize the number of requests for exclusion and/or objections received that week, the total number of exclusion requests and/or objections received to date and other pertinent information;

(viii) In advance of the Final Approval Hearing, prepare an affidavit or declaration to submit to the Court confirming Notice was completed, describing how the Notices were completed, providing information on the Class Members who timely and properly opted-out

from the Class and those Class Members who timely filed objections, and any other information as may be necessary to allow the parties to seek and obtain Final Approval;

(ix) Pay invoices, expenses, and costs upon approval by Class Counsel and Defendant's counsel;

(x) Prepare a Final Report of all receipts and disbursements from the Settlement Fund;

(xi) Any other Settlement administration related functions at the instruction of Class Counsel and Defendant's counsel, including, but not limited to, verifying that the Settlement Fund has been distributed.

10. FEE EXPERT.

(a) Fee Expert Retainer Agreement. The Fee Expert shall enter into a retainer agreement with Class Counsel, approved by both parties, to provide services relating to identification of members of the APSN Class and the Sufficient Funds Class and determination of the apportionment of the Settlement Fund to each of the Class Members.

(b) Confidentiality/Document Destruction and/or Return. Among other things, the retainer agreement shall require that the Fee Expert maintain the confidentiality of information provided to it for these purposes by Defendant and shall require the Fee Expert to verify the destruction or return of all such information promptly after the end of the engagement, all on the same terms required of the Settlement Administrator as described in Section 9, above.

11. OPT-OUTS.

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to be excluded from the Agreement, and be signed and dated.

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

12. OBJECTIONS.

(a) Any Class Member may object to this Agreement or any part of it.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

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

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

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

(c) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

13. GENERAL RELEASE.

(a) As of the Effective Date and except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff and each Class Member, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors (the "Releasing Parties"), shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, legal, statutory, or equitable, based in contract, tort, or any other theory, that result from, arise out of, and/or relate to the conduct, omissions, duties, or facts during the Class Period that were or could have been alleged in the Complaint, the Amended Complaint, and/or the Action relating to the assessment of Sufficient Fund Fees or APSN Fees during the Class Period (the "Released Claims").

(b) Each Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against the Defendant Releasees in any forum, action, or proceeding of any kind. In addition to any other defenses the Defendant Releasees may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the release contained herein.

(c) The Releasing Parties may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution of funds from the Settlement.

(d) As of the Effective Date and except as to the rights and obligations provided for under the terms of this Agreement, Defendant and Defendant's counsel, shall automatically be deemed to have fully and irrevocably released all claims against the Named Plaintiff and Class Counsel relating to the filing or prosecution of this Action.

(e) Nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present, or future amounts that may be owed by Named Plaintiff or by any Class Member on his/her accounts, loans, or other debts with the Defendant Releasees, pursuant to the terms and conditions of such accounts, loans, or any other debts. Likewise, nothing in this Agreement shall operate or be construed to release any defenses, rights, or set-off that Named Plaintiff or any Class Member has other than with respect to the Released Claims, in the event the Defendant Releasees seek to recover any past, present, or future amounts that may be owed by Named Plaintiff or by any Class Member on his/her accounts, loans, or other debts with Defendant Releasees, pursuant to the terms and conditions of such accounts, loans, or any other debts.

14. CONDITIONS TO SETTLEMENT.

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

(i) The Court has entered the Preliminary Approval Order, as required by Section 3 above;

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

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 13(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the members of the APSN Class and Sufficient Funds Class opt out.

(d) In the event this Agreement is terminated, pursuant to Section 13(c) immediately above, or fails to become effective in accordance with Sections 13(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In addition, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in any action or proceeding for any purpose.

15. REPRESENTATIONS.

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

(b) The parties represent and warrant that they mutually prepared this Agreement and that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purposes of any statute, case law, or rule of interpretation or construction that would or might cause any provision of this Agreement to be construed against its drafter.

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

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

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

(f) The parties represent and warrant that they have the full power and authority necessary to execute this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the party on whose behalf he or she has signed to all the terms and provisions of this Agreement.

16. FURTHER ASSURANCES. Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect.

17. PUBLICITY. The parties and Class Counsel agree that they will not notify any member of the media regarding the terms and conditions of this Agreement, nor shall they issue any press release, nor shall they post or disseminate the terms of this Agreement on any social media or website, including Class Counsel's website, other than implementation of the settlement website and only as required by this Agreement. In response to any media or any other inquiries, or if otherwise contacted regarding this Action or the Settlement, Named Plaintiff, the Class Members, and/or Class Counsel shall respond only generally that the case has been settled by mutual agreement and the Settlement was a fair and reasonable result.

18. OBLIGATION TO MEET AND CONFER. Before filing a motion in the Court raising a dispute arising out of or relating to this Agreement, the parties shall consult with each other and certify to the Court that they have consulted.

19. JURISDICTION. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the parties. The Court shall retain jurisdiction with regard to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for enforcing all terms of this Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and

Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order.

20. APPLICABLE LAW; CONSTRUCTION OF THE AGREEMENT.

This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Indiana. The language of all parts, terms, and provisions of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the context so indicates or requires. All headings and captions in this Agreement are for purposes of reference and convenience only and shall not be interpreted as having any substantive meaning. Any inconsistency between the headings used in this Agreement and the text of the paragraphs shall be resolved in favor of the text.

21. NO ORAL MODIFICATION. This Agreement may not be amended or modified except by a written instrument signed by Class Counsel and Defendant's counsel and, if after the Preliminary Approval Order is issued, approved by the Court.

22. NO WAIVER. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. The waiver by any party of any breach of this Agreement by another party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Electronically scanned and/or commercially certified signatures (e.g., DocuSign) and pdf signature pages shall have the same force and effect as original signatures.

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

Lynn A. Toops
Lisa M. LaFornara
COHEN & MALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenandmalad.com
llaforanara@cohenandmalad.com

J. Gerard Stranch, IV
Martin F. Schubert
BRANSTETTER, STRANCH & JENNINGS, PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203
gerards@bsjfirm.com

Christopher D. Jennings
JOHNSON FIRM
610 President Clinton Ave., Suite 300
Little Rock, Arkansas 72201
chris@yourattorney.com

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

Gregory A. Neibarger
Michael A. Dorelli
DENTONS BINGHAM GREENEBAUM LLP
2700 Market Tower
10 West Market Street
Indianapolis, IN 46204
greg.neibarger@dentons.com
michael.dorelli@dentons.com

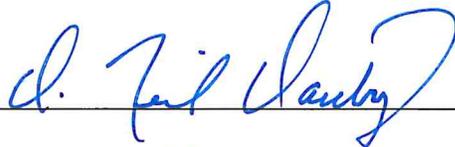
Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.

KCC Class Action Services
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

[Remainder of this page intentionally left blank.]

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

German American Bancorp, Inc.

By: 

Dated: October 21, 2021

Karla Thornton, individually and on behalf of the putative and actual Class Members

By: _____

Dated: October __, 2021

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

German American Bancorp, Inc.

By: _____

Dated: October __, 2021

Karla Thornton, individually and on behalf
of the putative and actual Class Members

By:  _____
C41F40CCE498470...

Dated: October 18, 2021

Exhibit 1

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You may be a member of the settlement classes in *Thornton v. German American Bancorp, Inc.*, in which the plaintiffs allege that defendant German American Bancorp., Inc. (“GAB”) incorrectly assessed the following fees: (1) fees assessed on debit card transactions when there was a sufficient balance at the time the transaction was authorized, but there was an insufficient balance when the transaction subsequently settled; and (2) fees assessed on a transaction that posted when there were sufficient funds in the account to cover the transaction. If you are a Class Member and if the Settlement is approved, you may be entitled to receive a cash payment from the \$3,050,00.00 fund established by the Settlement.

The Court has preliminarily approved this settlement. It will hold a Final Approval Hearing in this case on [PARTIES TO INSERT DATE]. You do not need to attend that hearing. At that hearing, the Court will consider whether to grant final approval to the settlement, and whether to approve payment from the Settlement Fund of up to \$10,000 in a service award to Plaintiff, and up to one-third of the Settlement Fund as attorneys’ fees, plus reasonable expenses. If the Court grants final approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the Settlement. In exchange, has agreed to issue a cash payment to you if you are no longer a member, as applicable.

To obtain a more complete class notice and other important documents please visit [PARTIES TO PROVIDE WEBSITE ADDRESS]. Alternatively, you may call [INSERT PHONE #].

If you want to object to the settlement, you may do so. If you do not want to participate in the settlement—you do not want to receive a cash payment, or forgiveness, as applicable, and you do not want to be bound by any judgment entered in this case—you may also do so. You must submit an objection or a request to exclude yourself postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the objection and exclusion procedures by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS] or by calling [Insert Phone #].

Exhibit 2

Karla J. Thornton, individually and on behalf of all others similarly situated,
 v.
 German American Bancorp, Inc.

**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 GERMAN
 AMERICAN BANCORP, INC. (“DEFENDANT”) AND YOU
 WERE CHARGED AN OVERDRAFT OR NON-SUFFICIENT FUNDS FEE
 BETWEEN JULY 9, 2011 AND [REDACTED], THEN YOU MAY BE
 ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT**

The Marion County Indiana Superior Court No. 1 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 don't do anything, you will receive a payment from the Settlement Fund and you will not be able to sue Defendant for the claims asserted in this litigation.
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the settlement or “opt out.” This means you choose not to participate in the settlement. You will keep your individual claims against Defendant, but you will not receive a payment. If you exclude yourself from 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 will receive a payment and you will not be able to sue Defendant for the claims asserted in this 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 is this lawsuit about?

The lawsuit that is being settled is entitled *Karla J. Thornton, individually and on behalf of all others similarly situated v. German American Bancorp, Inc.* in the Marion County Indiana Superior Court No. 1, Commercial Court docket, Case No. 49D01-2007-PL-022667. The case is a “class action.” That means that the “Named Plaintiff,” Karla J. Thornton, is an individual who is acting on behalf of current and former customers who were assessed certain overdraft fees between July 9, 2015 and _____. The Named Plaintiff has asserted claims for breach of the Account Agreement, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and other claims and allegations relating to Defendant’s imposition of certain overdraft fees.

Defendant does not deny it charged the overdraft fees the Named Plaintiff is 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 Named Plaintiff or any Class Member.

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 of the overdraft fees that are the subject of this action. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiff’s and her 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 Named Plaintiff’s lawyers, known as Class Counsel, make this recommendation to the Named Plaintiff. The Named Plaintiff has the duty to act in the best interests of the class as a whole and, in this case, it is her belief, as well as Class Counsels’ opinion, that this settlement is in the best interest of all 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 that are being challenged in this case. And, even if it was contractually wrong to assess these fees, there is uncertainty about whether the Named Plaintiff’s claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiff were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, the Class

Members will avoid these and other risks and the delays associated with continued litigation. While Defendant disputes the allegations in the lawsuit and vehemently 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 postcard notice, then Defendant's records indicate that you are a Class Member who is entitled to receive a payment.

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 according to the terms of this settlement and release your claims; (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.

6. What are the critical deadlines?

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

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

The deadline to file an objection with the Court is also

7. How do I decide which option to choose?

If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the settlement will not be approved and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still get a payment.

If you want to participate in the settlement, then you don't have to do anything; you will receive a payment 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 this Notice was issued. The Court will make a final decision regarding the settlement at a “Final Approval Hearing,” which is currently scheduled for [REDACTED].

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of \$3,050,000.00.

As discussed separately below, attorneys’ fees and costs, litigation costs, and the costs paid to a third-party Fee Expert and Settlement Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class as 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 an attorney fee be awarded by the Court of not more than one-third of the value of this settlement. Class Counsel has also requested that it be reimbursed approximately \$ [REDACTED] in litigation costs incurred in prosecuting the case. The Court will decide the amount of the attorneys’ fees and costs.

11. How much of the settlement fund will be used to pay the Named Plaintiffs a Service Award?

Class Counsel will request that the Named Plaintiffs be paid a service award in the amount of \$10,000.00 for her work in connection with this case. The service award must be approved by the Court.

12. How much will my payment be?

The balance of the Settlement Fund after attorneys’ fees and costs, litigation costs, the service award and the Settlement Administrator’s and Fee Expert’s fees will be divided among all Class Members in accordance with the formulas outlined in the settlement agreement.

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

No. If you received this Notice, then you will be entitled to receive a payment without having to make a claim, unless you choose to exclude yourself from the settlement, or “opt out.”

14. When will I receive my payment?

The Court will hold a Fairness Hearing on _____, at ___ to consider whether the settlement should be approved. If the Court approves the settlement, then payments should be made within about 40 to 60 days after the settlement is approved. However, if someone objects to the settlement, and the objection is sustained, then there is no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT**15. How do I exclude myself from the settlement?**

If you do not want to receive a payment, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt out, you must send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Karla Thornton v. German American Bancorp, Inc.* class action.” 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 exclusion or opt out request must be postmarked by _____, and sent to:

Enter KCC Exclusion Address Information

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 rights you may have to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment from this settlement.

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

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

OBJECTING TO THE SETTLEMENT**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 only if you do not exclude yourself, or opt out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document to the Settlement Administrator at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the factual and legal reasons why you object, and whether you intend to appear at the hearing, and any contact information for a lawyer you have retained in connection with

your objection. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature.

All objections must be post-marked **no later than** _____, and must be mailed to the Settlement Administrator as follows:

Enter KCC Objection Address Information

19. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to a payment if the settlement is approved, but you will release claims you might have against Defendant. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a payment or release claims you might have against 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 Class Member, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval **at** _____ **on** _____, 2022 at the Marion County Indiana Superior Court No. 1, which is located at 200 E. Washington Street, Indianapolis, Indiana 46204. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and expenses and how much to award as a service award.

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, the Court will consider your objection regardless of whether you attend or not.

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 19, above, a statement indicating your intent to do so, such as, “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 Class Members.

25. Do I have to pay the lawyer 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 fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the website established by the Settlement Administrator, or by reviewing it at the Marion County Indiana Superior Court No. 1, which is located at 200 E. Washington Street, Indianapolis, Indiana 46204.

GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the settlement agreement, which can be viewed/obtained online at **[WEBSITE]** or at the Marion County Indiana Superior Court No. 1, which is located at 200 E. Washington Street, Indianapolis, Indiana 46204, by asking for the Court file containing the Motion for Preliminary Approval of Class Settlement (the settlement agreement is attached to the motion).

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

Enter KCC Information Address Information

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

Lynn A. Toops, Esq.
Lisa M. LaFornara, Esq.
COHEN & MALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenandmalad.com
llaforanara@cohenandmalad.com

Christopher D. Jennings
JOHNSON FIRM
610 President Clinton Ave., Suite 300
Little Rock, Arkansas 72201
chris@yourattorney.com

J. Gerard Stranch, IV
Martin F. Schubert
BRANSTETTER, STRANCH & JENNINGS,
PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203
gerards@bsjfirm.com

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