

**If You Paid Overdraft Fees to Berkshire Bank,  
You May Be Eligible for a Payment from a Class Action Settlement.**

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

- A \$3 million Settlement has been reached in a class action lawsuit claiming that Berkshire Bank and Berkshire Hills Bancorp, Inc. (collectively, “Defendants”) improperly imposed overdraft fees in a manner inconsistent with customers’ account agreements and certain applicable laws. Defendants maintain that Berkshire Bank’s overdraft practices complied with its agreements and applicable laws. The Court has not decided which side is right.
- Current and former holders of Berkshire Bank consumer checking accounts, demand deposit accounts or savings accounts may be eligible for a payment or account credit from the Settlement Fund.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>GET A PAYMENT OR ACCOUNT CREDIT</b>	If you wish to receive a payment or account credit from the Settlement, you must submit a completed Claim Form. If the Court approves the Settlement and it becomes final and effective, all Settlement Class Members who have submitted timely and valid Claim Forms will be sent a payment or given an account credit. You will give up your right to bring your own lawsuit against Defendants about the claims in this case.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Get no benefits from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against Defendants about the claims in this case.
<b>OBJECT</b>	Write to the Court and the lawyers for both sides if you don’t like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will not receive any payment or account credit from the Settlement, but will give up your rights to participate in further litigation against Defendants about the claims in this case.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether or not to approve the Settlement. If it approves the Settlement, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

## WHAT THIS NOTICE CONTAINS

<b>BASIC INFORMATION</b>	<b>Page 3</b>
1. Why is there a notice?	
2. What is this lawsuit about?	
3. What is an overdraft fee?	
4. Why is this a class action?	
5. Why is there a Settlement?	
<b>WHO IS IN THE SETTLEMENT</b>	<b>Page 4</b>
6. Who is included in the Settlement?	
<b>THE SETTLEMENT'S BENEFITS</b>	<b>Pages 4-5</b>
7. What does the Settlement provide?	
8. How do I receive a payment or account credit?	
9. What am I giving up to stay in the Settlement Class?	
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b>	<b>Pages 5-6</b>
10. How do I get out of the Settlement?	
11. If I don't exclude myself, can I sue Defendants for the same thing later?	
12. If I exclude myself from the Settlement, can I still get a payment?	
<b>THE LAWYERS REPRESENTING YOU</b>	<b>Page 6</b>
13. Do I have a lawyer in this case?	
14. How will the lawyers be paid?	
<b>OBJECTING TO THE SETTLEMENT</b>	<b>Pages 6-8</b>
15. How do I tell the Court that I don't like the Settlement?	
16. What's the difference between objecting and excluding?	
<b>THE COURT'S SETTLEMENT APPROVAL HEARING</b>	<b>Pages 8-9</b>
17. When and where will the Court decide whether to approve the Settlement?	
18. Do I have to come to the hearing?	
19. May I speak at the hearing?	
<b>IF YOU DO NOTHING</b>	<b>Page 9</b>
20. What happens if I do nothing at all?	
<b>GETTING MORE INFORMATION</b>	<b>Page 9</b>
21. How do I get more information?	

Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

## BASIC INFORMATION

### 1. **Why is there a notice?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Mark G. Mastroianni, of the U.S. District Court for the District of Massachusetts, is overseeing this case. The case is known as *Bond v. Berkshire Bank, et al.*, 3:16-cv-30050-MGM. The people who sued are called the Plaintiffs. The Defendants are Berkshire Bank and Berkshire Hills Bancorp, Inc.

### 2. **What is this lawsuit about?**

The lawsuit claims that Berkshire Bank improperly deducted pending debit card transactions from a customer's account balance in determining whether to assess overdraft fees. The lawsuit also claims that certain debit card transactions were assessed overdraft fees in violation of applicable law. Defendants deny the claims and say they did nothing wrong. The Court has not decided who is right.

The complaint in the lawsuit is posted on the website [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com), and contains all of the allegations and claims asserted against Defendants.

### 3. **What is an overdraft fee?**

An overdraft fee is any fee assessed to an account for items paid when the account has insufficient funds to cover the item, including but not limited to when the account has a negative "available balance. Fees charged to transfer balances from other accounts are excluded.

### 4. **Why is this a class action?**

In a class action, one or more people, called class representatives (in this case, one Berkshire Bank customer who was assessed overdraft fees), sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a "Settlement Class."

### 5. **Why is there a settlement?**

The Court has not decided in favor of either Plaintiff or Defendants. Instead, both sides agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and Settlement Class Members can receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Defendants did anything wrong. Defendants deny all legal claims in this case. Plaintiff and her attorneys think the Settlement is best for everyone who is affected.

Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

## WHO IS IN THE SETTLEMENT?

If you received notice of the Settlement by a postcard addressed to you or via email, then you are a Settlement Class Member. But even if you did not receive a postcard or an email with Settlement notice, you may be a Settlement Class Member, as described below.

### 6. Who is included in the Settlement?

You are a member of the Settlement Class if you:

- Had a Berkshire Bank consumer checking account, demand deposit account, or savings account, at any time between July 1, 2010 through and including July 24, 2019; and
- Were assessed one or more overdraft fees for items paid when such account had insufficient funds to cover the item, including but not limited to when such account had a negative “available balance.”

For purposes of the Settlement, an account with a bank that was acquired by one of the Defendants and became part of Berkshire Bank during the class period may be considered a Berkshire Bank account.

## THE SETTLEMENT’S BENEFITS

### 7. What does the Settlement provide?

Defendants have agreed to establish a Settlement Fund of \$3 million that will provide payments or account credits to eligible Settlement Class Members, attorneys’ fees and expenses to class counsel, costs of notice and administration of the Settlement, and a service award to the named Plaintiff. The amount any individual Settlement Class Member will receive cannot be determined at this time. Payments will be based, in part, on the number of people in the Settlement Class who submit timely and properly completed Claim Forms and the amount of overdraft fees each such Settlement Class Member paid as a result of Berkshire Bank’s overdraft fee policy. Any money left in the Settlement Fund following payments to Settlement Class Members, attorneys’ fees and expenses, costs of notice and administration of the Settlement, and a service award to the named Plaintiff, will, if the Court approves, be made available to one or more nonprofit organizations.

### 8. How do I receive a payment or account credit?

If you are included in the Settlement Class and wish to receive a payment or account credit from the Settlement, you must submit a completed Claim Form by **January 8, 2020**. You may submit a Claim Form by U.S. Mail or online at [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com). If you do so, and if the Court approves the Settlement and it becomes final and effective, you will receive a payment or

Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

account credit from the Settlement. If you submit a Claim Form by regular mail, it must be sent to the below address and postmarked on or before **January 8, 2020**:

Berkshire Bank Overdraft Settlement  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**9. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com) and describes the claims that you give up if you remain in the Settlement.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want the benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting out” of the Settlement Class.

**10. How do I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name, residential address, email address, and telephone number;
- The name of the action, which is: *Bond v. Berkshire Bank, et al.*, 3:16-cv-30050-MGM;
- A specific statement of your intention to exclude yourself from the Settlement;
- The identity of your counsel, if you are represented; and
- Your signature and the date on which you signed the request.

You must mail your exclusion request, postmarked no later than **January 8, 2020**, to:

Berkshire Bank Overdraft Settlement Exclusions  
c/o Claims Administrator  
P.O. Box 58220  
1500 John F Kennedy Blvd  
Suite C31  
Philadelphia, PA 19102

You cannot ask to be excluded on the phone, by email or at the website.

**Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)**

**SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.**

**11. If I don't exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that the Settlement resolves. If you wish to try to pursue your own lawsuit, you must exclude yourself from this Settlement Class.

**12. If I exclude myself from the Settlement Class, can I still get a payment?**

No. You will not get a payment or account credit if you exclude yourself from the Settlement Class.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

The Court has appointed as Class Counsel McLaughlin & Stern, LLP, 260 Madison Avenue, New York, New York and the Law Offices of Angela Edwards, 72 Canterbury Circle, East Longmeadow, Massachusetts, to represent you and other Settlement Class Members. You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Class Counsel intend to request up to 33 percent of the Settlement Fund for attorneys' fees, plus reimbursement of the costs and expenses of prosecuting the class action. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that up to \$10,000 be paid from the Settlement Fund to the named Plaintiff, Sandra Bond, for her service as class representative on behalf of the whole Settlement Class.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it.

**15. How do I tell the Court that I don't like the Settlement?**

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses, and/or the special service payment to the named Plaintiff. To object, you must submit a letter that includes the following:

- Your name, residential address, email address, and telephone number;
- The name of the action, which is: *Bond v. Berkshire Bank, et al.*, 3:16-cv-30050-MGM;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- A statement whether your objection applies only to you, to a specific subset of the class, or to the entire class;

Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

- A statement with specificity of all grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times in which you have objected to a class action settlement within the five years preceding the date that you filed the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- The identify of all counsel who represented you, 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;
- The number of times in which your counsel and/or your counsel’s law firm have objected to a class action settlement within the five years preceding the date that you filed your objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the firm’s prior such objections that were issued by the trial and appellate courts in each listed case;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- The identity of all counsel representing you who will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient).

You must submit your objection, postmarked no later than **January 8, 2020**, to all of the following addresses:

Clerk of the Court U.S. District Court District of Massachusetts, Springfield Division 300 State Street Springfield, MA 01105	Berkshire Account Overdraft Settlement c/o Claims Administrator P.O. Box 58220 1500 John F Kennedy Blvd Suite C31 Philadelphia, PA 19102	Lee S. Shalov McLaughlin & Stern, LLP 260 Madison Avenue New York, NY 10016	Angela Edwards Law Office of Angela Edwards 72 Canterbury Circle East Longmeadow, MA 01028	Donald R. Frederico Pierce Atwood LLP 100 Summer Street Boston, MA 02110
---	---	---	--	---

**16. What’s the difference between objecting and excluding?**

Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

## **THE COURT'S SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement and any requests for attorneys' fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

### **17. 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 February 12, 2020** at the United States District Court, District of Massachusetts, Springfield Division, located at 300 State Street, Springfield, Massachusetts 01105. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider the request by Class Counsel for attorneys' fees and expenses and for payment of a service award to the named Plaintiff. If there are objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### **18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to all of the people and addresses listed above, and it complies with the other requirements described in paragraphs 58 and 60 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### **19. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, residential address, email address, and telephone number;
- A statement that it is your "Notice of Intention to Appear" at the Final Approval Hearing for the Settlement in *Bond v. Berkshire Bank, et al.*, 3:16-cv-30050-MGM;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature.

Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

You must submit your Notice of Intention to appear, postmarked no later than **January 8, 2020**, to all of the addresses listed in Question 15. You cannot speak at the hearing if you exclude yourself from the Settlement.

### **IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

If you do nothing, you will not receive any payment or credit from the Settlement, but you will be bound by the terms of the Settlement Agreement, including its Release of claims against the Defendants. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants relating to the issues in this case.

### **GETTING MORE INFORMATION**

**21. How do I get more information?**

This notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com). You may also write with questions to Berkshire Bank Overdraft Settlement c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, email [info@BerkshireBankOverdraftSettlement.com](mailto:info@BerkshireBankOverdraftSettlement.com), or call the toll-free number, 1-855-726-8414. Do not contact Defendants or the Court for information.

**Questions? Call 1-855-726-8414 or visit [www.BerkshireBankOverdraftSettlement.com](http://www.BerkshireBankOverdraftSettlement.com)**

**SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.**