

If you paid Overdraft Fees related to an Independent Bank Debit Card or ATM card, you could receive a payment or account credit from a class action settlement.

A state court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached with Independent Bank (“Independent Bank” or “Defendant”) about the order of posting Debit Card Transactions and resulting Overdraft Fees.
- The Settlement offers payments to eligible customers who paid Overdraft Fees to Independent Bank as a result of the Bank’s Former Practice of Debit Card Sequencing from July 31, 2007, through March 9, 2017.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF	Get no benefits from the Settlement. This is the only option that allows you to start or remain part of any other lawsuit against Independent Bank about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	If you received a notice via email or in the mail about this Settlement, an account credit or check payment will automatically be issued to you for the amount you are eligible to receive. You will give up your rights to sue Independent Bank about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The settlement has been preliminarily approved by the Court. The Court presiding over this case still has to decide whether to give final approval to the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who qualify. Please be patient as this process sometimes takes a long time.

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BASIC INFORMATION

1. Why is this Notice being provided?

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, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Muriel D. Hughes of the Circuit Court of Wayne County, Michigan is overseeing this class action. The Settlement resolves the case known as *Glasko v. Independent Bank Corporation*, Case No. 13-009983-CZ.

The person who sued is called “Plaintiff,” and the company sued, Independent Bank, is called “Defendant.”

2. What is this lawsuit about?

The lawsuit alleges that from February of 2009 until July of 2011 Independent Bank improperly assessed Overdraft Fees for insufficient funds on Debit Card and/or ATM withdrawals by sequencing transactions in a high-to-low posting order, resulting in increased Overdraft Fees in some instances. Independent Bank denies all of Plaintiff’s claims and believes that it did nothing wrong.

3. Why is this a class action?

In a class action, one or more people called “class representatives” (in this case, Linda Glasko) sue on behalf of individuals and entities (collectively, “people”) who have similar claims. All of these people are a “settlement class” or “settlement class members.” One court resolves the issues for all class members, except for those who timely exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The proposed Settlement does not mean that any law was broken or that the Defendant did anything wrong. Defendant denies all legal claims in this case. Plaintiff and her lawyers think the proposed Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

To see if you will be affected by the Settlement or if you can get a payment from it, you first have to determine if you are a Settlement Class Member.

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

The Court decided that the Settlement Class means all Independent Bank customers in the United States who had one or more non-business Accounts and who, from July 31, 2007, through March 9, 2017, incurred an Overdraft Fee as a result of Independent Bank’s Former Practice of Debit Card Transaction Sequencing. Each of these persons is a Settlement Class Member.

If you received a notice via email or in the mail, Independent Bank’s records indicate that you are a Settlement Class Member.

6. What do “Account,” “Overdraft Fee,” “Debit Card,” “Debit Card Transaction,” and “Former Practice of Debit Card Transaction Sequencing” mean?

Under the terms of the Settlement, “Account” means any consumer checking, demand deposit, or savings account maintained by Independent Bank in the United States that may be accessed by a Debit Card.

“Overdraft Fee” means the fee assessed to a holder of an Account for each item paid when the Account has insufficient funds to cover the item. Fees charged to transfer balances from other accounts are excluded.

QUESTIONS? CALL 1-844-843-0201 OR VISIT www.IndependentBankOverdraftSettlement.com.

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

“Debit Card” means a card, sticker, tag, or other device issued or provided by Independent Bank, including a debit card or automated teller machine (“ATM”) card, that can be used to debit funds from an Account by Point of Sale and ATM transactions.

“Debit Card Transaction” means any debit transaction effectuated with a Debit Card, including Point of Sale transactions (whether pinned or pinless) and ATM transactions.

“Former Practice of Debit Card Transaction Sequencing” means Independent Bank’s practice from February of 2009 until July of 2011 of sequencing an Account’s Debit Card Transactions, along with other debit transactions, from highest to lowest dollar amount, which results in some instances in the assessment of Overdraft Fees that would not have been assessed if Independent Bank had used a different posting method. This term is synonymous with “High-to-low Debit Card Transaction Sequencing.”

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement Website at www.IndependentBankOverdraftSettlement.com or call the toll-free number, 1-844-843-0201. You may also write with questions to Independent Bank Overdraft Settlement, P.O. Box 4230, Portland, OR 97208-4230, or send an email to info@IndependentBankOverdraftSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members.

8. What does the Settlement provide?

Independent Bank will pay \$2,215,000.00 to a Settlement Fund to make payments or give account credits to eligible Settlement Class Members as well as to pay Class Counsel’s attorneys’ fees, costs, expenses, and a Service Award to the named Plaintiff.

Automatic payments will be made to identifiable and eligible Settlement Class Members (*see* “How to Get a Payment” below).

Independent Bank will also separately pay all costs associated with notice and administration of the Settlement.

Details on all of the Settlement benefits are in the Settlement Agreement, which is available at www.IndependentBankOverdraftSettlement.com.

9. How will the amount of the payments be determined?

Payments will be calculated using a formula outlined in Section X of the Settlement Agreement, which is available at www.IndependentBankOverdraftSettlement.com or on request from the Settlement Administrator at 1-844-843-0201. The formula allocates a proportional share of the Net Settlement Fund to Settlement Class Members, based on the number of Overdraft Fees each incurred due to the Bank’s Former Practice of Debit Card Transaction Sequencing.

Settlement Class Members who are Current Account Holders of Independent Bank will receive their individual payment by a credit to their account.

Settlement Class Members who are Past Account Holders of Independent Bank will receive their individual payment by mailed check.

HOW TO GET A PAYMENT

10. How can I get a payment?

If you received a notice via email or in the mail telling you that you are Settlement Class Member, you will receive an automatic payment once the Settlement is approved by the Court, provided you are eligible for a payment and you have not requested exclusion from the Settlement (*see* “Excluding Yourself from the Settlement” below).

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If your address has changed from the last address you had on file with Independent Bank, please contact the Settlement Administrator to update your address at www.IndependentBankOverdraftSettlement.com or by calling 1-844-843-0201.

If you did not receive a notice via email or in the mail and believe you are a Settlement Class Member, please contact the Settlement Administrator at www.IndependentBankOverdraftSettlement.com or by calling 1-844-843-0201.

11. When will I get my payment?

Payments will be mailed to qualifying Settlement Class Members or credited to each qualifying Settlement Class Member's Independent Bank Account after the Court grants "Final Approval" to the Settlement and after any appeals are resolved (*see* "The Court's Final Approval Hearing" below). It is uncertain when any appeals made will be resolved, and resolving them can take time. Please be patient.

12. What am I giving up to get a payment?

If the Settlement becomes final, Settlement Class Members who do not timely request exclusion from the Settlement will be releasing Independent Bank from all of the claims described and identified in Section XIV of the Settlement Agreement. This means you will no longer be able to sue Independent Bank regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at www.IndependentBankOverdraftSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section "The Lawyers Representing You" for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed Settlement, and you want to keep the right to sue Independent Bank about the legal issues in this case, then you must take steps to get out of the Settlement. This is called asking to be excluded from, or sometimes called "opting out" of, the Settlement Class.

13. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive any benefits under the Settlement and you cannot object to the proposed Settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against the Defendant in the future. You will not be bound by anything that happens in this lawsuit.

14. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Defendant for all of the claims that the proposed Settlement resolves. You must exclude yourself from this Settlement Class to start your own lawsuit.

15. How do I get out of the Settlement?

To exclude yourself from the proposed Settlement, you must send a letter or other written document by mail saying that you want to be excluded from the settlement of *Glasko v. Independent Bank Corporation*, Wayne Circuit Court Case No. 13-009983-CZ. In addition, you must list the last four digits of the Account number(s) of your Independent Bank Account(s) linked to an Independent Bank Debit Card. Your exclusion request must also include, for each Account listed:

- (1) the full names and current addresses of everyone whose name is on the Account;
- (2) a statement that everyone whose name is on the Account satisfies the criteria set forth above to be a Settlement Class Member (*see* "Who Is in the Settlement" above);
- (3) a statement of intention to exclude everyone whose name is on the Account from the Settlement Class; and
- (4) the signature of everyone whose name is on the Account.

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Be sure to include your full name, address, signature, and date. You must mail your request for exclusion postmarked by **December 11, 2017** to:

Independent Bank Overdraft Exclusions
P.O. Box 4230
Portland, OR 97208-4230

This is a firm deadline for requesting exclusion from the proposed Settlement. You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court appointed Webb, Klase & Lemond, LLC, and Fink + Associates Law as “Class Counsel” to represent you and other Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees of up to one third of the Settlement Fund (\$738,333.00), along with payment of Class Counsel’s reasonable costs and expenses. Class Counsel will also request a Service Award of \$10,000.00 to the Class Representative for her services on behalf of the Settlement Class. The Court may award less than these amounts. Payments approved by the Court will be made from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

You can object to the Settlement if you do not like some part of it. You must give reasons why you think the Court should not approve the Settlement. To object, send a letter (as instructed below) saying that you object to the proposed Settlement. You must include:

- (1) the name of the Action: *Glasko v. Independent Bank Corporation*, Wayne Circuit Court Case No. 13-009983-CZ;
- (2) your full name, address, and telephone number;
- (3) an explanation of the basis upon which you claim to be a Settlement Class Member;
- (4) all grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;
- (5) the number of times in which you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption (name) 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;
- (6) the identity of all counsel who represent 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;
- (7) the number of times in which your counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that you file the 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;
- (8) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you or your counsel and any other person or entity;
- (9) the identity of all counsel representing you who will appear at the Final Approval Hearing;
- (10) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- (11) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- (12) your signature (an attorney’s signature is not sufficient).

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Mail the objection to each of the following addresses so that it is received no later than **December 11, 2017**. This is a firm deadline. Objections received after this date will not be recognized.

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of Circuit Court 2 Woodward Avenue Room 711 Detroit, MI 48226	E. Adam Webb Matthew C. Klase Webb, Klase & Lemond, LLC 1900 The Exchange, S.E. Suite 480 Atlanta, GA 30339	Jon M. Bylsma Varnum LLP Bridgewater Place P.O. Box 352 Grand Rapids, MI 49501

19. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement, and you will not be eligible to apply for any benefits under the Settlement because the case no longer affects you.

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 January 10, 2018**, at the Wayne County Circuit Court, Courtroom 1401, 2 Woodward Avenue, Detroit, MI 48226. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees, costs and expenses, and a Service Award. If there are objections received by the deadline, the Court may consider them. After the Final Approval Hearing, the Court will decide whether to approve the Settlement and how much to award in attorneys' fees, costs and expenses, as well as the Service Award.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check www.IndependentBankOverdraftSettlement.com or call the toll-free number for updated information.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on time, the Court may consider it. You may also pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

22. May I speak at the hearing?

Yes. You may ask for permission to speak at the Final Approval Hearing. To do so, no later than **December 11, 2017**, you must mail or file with the Court (Clerk of Circuit Court, 2 Woodward Avenue, Room 711, Detroit, MI 48226) your "Notice of Intention to Appear in *Glasko v. Independent Bank Corporation*, Wayne Circuit Court Case No. 13-009983-CZ." Be sure to include your name, address, telephone number, and signature. You must also mail your Notice of Intention to Appear to both Class Counsel and Defendant's Counsel at the addresses listed in Question 18. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you are a Settlement Class Member and received a notice via email or in the mail telling you that you will receive an automatic payment or account credit, you do not need to do anything in order to receive your payment or account credit (provided the Court approves the Settlement). If you *did not* receive a notice via email or in the mail telling you that you will receive an automatic payment or account credit and do nothing, you *will not* get a payment or account credit from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.IndependentBankOverdraftSettlement.com. You also may write with questions to Independent Bank Overdraft Settlement, P.O. Box 4230, Portland, OR 97208-4230, or send an email to info@IndependentBankOverdraftSettlement.com.