

NOTICE OF CLASS ACTION SETTLEMENT

This Notice describes a settlement of a proposed class action lawsuit filed in New York state court claiming that, between November 14, 2009 and September 30, 2014 (“Class Period”), Banco Popular North America d/b/a Popular Community Bank (“Popular”) improperly charged certain overdraft fees by (1) not providing a real-time warning to its account holders that an attempted ATM or point-of-sale (“POS”) transaction, if completed, would overdraw their account (“Failure to Warn” claim); (2) processing ATM and POS (“Card”) transactions from highest-to-lowest dollar amount (“Reordering” claim); and (3) providing inaccurate balance information in response to ATM balance inquiries, ATM withdrawals or other ATM transactions (“Inaccurate Balance Reporting” claim) (collectively, “Disputed Practices”). Popular denies any and all wrongful conduct, but to avoid the burden and expense of litigation, Popular has agreed to pay a total amount to the Settlement Class of not less than \$550,000 and not more than \$5.2 million to satisfy the aggregated valid claims submitted by settlement class members. Except as set forth in the Settlement Agreement and Release (the “Settlement Agreement”), Popular’s total payment to the Settlement Class shall not be reduced by settlement notice or administration costs or attorneys’ fees to Settlement Class Counsel.

Am I a Settlement Class Member? You may be a Settlement Class Member if you maintained a Popular consumer or retail checking, savings or money market account in New York and incurred at least one overdraft fee in such account resulting from a Card transaction during the Class Period as a result of one or more of the three Disputed Practices. Popular’s records indicate you may be a Settlement Class Member and have the right to submit a Claim Form.

What Can I Get? If the Court approves the settlement and if you timely submit a completed Claim Form, except as otherwise provided in the Settlement Agreement, you may receive up to 50% of eligible initial overdraft fees that you paid on Card transactions during the Class Period (which fees ranged from \$10 to \$30), as well as up to 50% of eligible \$5.00 per day “continuous” overdraft fees that you incurred, beginning in January 2012, if your account remained overdrawn for more than 5 business days. The overdraft fees charged by Popular must actually have been paid by the Settlement Class Member(s) to be reimbursable.

How Do I Make a Claim? To make a claim, you must complete and submit the Claim Form attached to this Notice or a Claim Form available on the Settlement Website (using the Notice ID # stated on this Notice) by July 23, 2018. All Claim Forms are subject to verification by the Settlement Administrator.

What Are My Other Options? You may do nothing, which means you are giving up any right to participate in this settlement. You may also exclude yourself from the settlement by sending a letter to the Settlement Administrator at Banco Popular Overdraft Fee Settlement Exclusions, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217, postmarked by July 6, 2018, stating that you do

not wish to participate in the settlement. If you exclude yourself, you will not receive payment under the settlement, but you will retain any right to file your own suit against Popular regarding the overdraft fees that you incurred. If you do not exclude yourself, any claim(s) that you have against Popular relating to the claims in the lawsuit will be satisfied and released, even if you do not file a claim for payment. If you do not request exclusion, you may object to the settlement by mailing a signed written objection to the Settlement Administrator and counsel for the parties by July 6, 2018.

Who Represents Me? The Court has appointed Scott+Scott, Attorneys at Law, LLP and Tusa P.C. as Settlement Class Counsel. If the Court approves the settlement, Settlement Class Counsel will be paid attorneys' fees and expenses in an amount approved by the Court. Popular's payment of court-approved attorneys' fees will not reduce the payments to Settlement Class Members.

When Will the Court Consider the Proposed Settlement? The Court will hold a final approval hearing on August 6, 2018 at 3:00 p.m. at New York Supreme Court, New York County, 60 Centre Street, New York, NY 10007, Commercial Division Part 49, Room 252. At that hearing, the Court will decide whether to approve the settlement and award the requested attorneys' fees expenses to Settlement Class Counsel.

For more information, visit www.bpnaoverdraftsettlement.com ("Settlement Website") or contact the Settlement Administrator at 888-208-9630.

Una versión en Español de esta nota y formulario de reclamación está disponible en www.bpnaoverdraftsettlement.com o solicitar al administrador del establecimiento.

SETTLEMENT CLAIM FORM

To Make a Claim for Compensation Under the Settlement, You Must Provide All Requested Information and Sign and Mail this Claim Form, Postmarked On or Before July 23, 2018, to the Settlement Administrator at

Banco Popular Overdraft Fee Settlement
c/o A.B. Data, Ltd.
P.O. Box 173048
Milwaukee, WI 53217

BARCODE Notice ID #: ABC-1234567-8 Enter Any Name/Address Changes:

Name on Popular Account (if different from current name) _____

CLAIM: Popular’s records indicate that you were charged one or more overdraft fees on Card transactions during the Class Period. You can obtain the total amount of overdraft fees, not including any continuous overdraft fees, that you were charged during the Class Period on the Settlement Website by using the Notice ID # listed on this Notice or by calling the Settlement Administrator.

As described in the Notice included with this Claim Form, and in other Notices included on the settlement website, Plaintiffs allege that Popular engaged in three (3) practices that caused settlement class members to incur overdraft fees during the Class Period that should not have been charged: (1) Failure-to-Warn, (2) Reordering and (3) Inaccurate Balance Reporting (collectively, the “Disputed Practices”).

To make a claim, you must provide in the space provided to the right under **YOU MUST COMPLETE THIS SECTION** an estimate of the *total* percentage (1% - 100%) of the Card overdraft fees that you incurred during the Class Period that you believe were caused by the Disputed Practices. The Settlement Administrator will use the estimated percentage that you provide to calculate the amount of your claim.

** Settlement Class Counsel believes that up to 100% of all Card overdraft fees paid by all Settlement Class Members during the Class Period were likely caused by one or any combination of the Disputed Practices, including that Popular did not provide a real-time warning at ATM and POS terminals that an attempted transaction, if completed, could overdraw the account and result in an overdraft. If you believe that all of your Overdraft Fees charged by Popular for ATM and POS transactions were caused by one or more of the alleged Disputed Practices, you should indicate 100% in the line.*

** BPNA believes that less than 100% of all Card overdraft fees paid by all settlement*

class members during the Class Period were likely caused by one or any combination of the Disputed Practices, including because at least some settlement class members may have knowingly overdrawn their accounts because they had an immediate need for more money than they had in their account. The estimated percentage that you provide on the line below should equal the total percentage of your Overdraft Fees that you believe were caused by one or more of the alleged Disputed Practices.

YOU MUST COMPLETE THIS SECTION:

FIRST AND LAST NAME(S) _____
ADDRESS1 _____
ADDRESS2 _____
CITY, STATE ZIP _____

I believe that _____% (1-100%) of the overdraft fees I incurred during the Class Period were the result of one or more of the Disputed Practices.

Certification: By signing and submitting this claim form, the undersigned (1) attests that, to the best of his or her knowledge, he or she is entitled to the requested relief, and (2) agrees to be bound by the terms of Settlement Agreement.

Date: _____ Signature of Account Holder: _____

Date: _____ Signature of Co-Account Holder (if any): _____