

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

KRISTINE CROSBY, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

BREMER FINANCIAL CORPORATION,
Defendant.

Civil Action No. _____

JURY TRIAL DEMAND

CLASS ACTION COMPLAINT

Plaintiff Kristine Crosby, on behalf of herself and all persons similarly situated, alleges the following based on personal knowledge as to allegations regarding Plaintiff and on information and belief as to other allegations.

INTRODUCTION

1. Plaintiff brings this action on behalf of herself and classes of all similarly situated consumers against Defendant Bremer Bank Financial Corporation (“Bremer” or “Bank”) arising from the Bank’s routine practice of (a) assessing more than one insufficient funds fee (“NSF Fee”) on the same item and charging *both* NSF Fees and overdraft fees (“OD Fees”) on the same item.

2. These practices breach contractual promises; violate the covenant of good faith and fair dealing; and/or result in the Bank being unjustly enriched.

3. Bremer's customers have been injured by the Bank's improper practices to the tune of millions of dollars bilked from their accounts in violation of their agreements with Bremer.

4. On behalf of herself and the Classes, Plaintiff seeks damages, restitution, and injunctive relief for Defendant's violations as set forth more fully below.

PARTIES

5. Kristine Crosby is a resident of Eau Claire, Wisconsin, and holds a Bremer checking account.

6. Defendant Bremer Bank is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative Classes. Bremer has its headquarters in Saint Paul, MN. Bremer has more than \$12 billion in assets and provides banking services to customers through bank branches in the states of Minnesota, North Dakota, and Wisconsin.

JURISDICTION AND VENUE

7. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because (1) the proposed Classes are comprised of at least 100 members; (2) proposed class members reside in at least eight states, meaning at least one member of the proposed classes resides outside of Minnesota; and (3) the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Bremer is subject to personal jurisdiction here and regularly conducts business in this District, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. BREMER CHARGES MORE THAN ONE NSF FEE ON THE SAME ITEM AND CHARGES BOTH NSF FEES AND OD FEES ON THE SAME ITEM

9. As alleged more fully herein, Bremer's Personal Account Agreement ("Deposit Agreement"), Truth in Savings Disclosure, and Fee Schedule (collectively "Account Documents") allow it to charge a *single* \$35 NSF Fee or a *single* \$35 OD Fee when an item, including an electronic payment item, is returned for insufficient funds or paid into insufficient funds.

10. Bremer breaches its contract when it charges more than one \$35 NSF Fee on the same item, since the contract explicitly states—and reasonable consumers understand—that the same item can only incur a single NSF or OD Fee.

11. The Bank similarly breaches its contract when it charges both a \$35 NSF Fee (or multiple NSF Fees) and a \$35 OD Fee on the same item since the contract explicitly states—and reasonable consumers understand—that the same item cannot incur both types of fees.

12. This abusive practice is not universal in the financial services industry. Indeed, major banks like JP Morgan Chase—the largest consumer bank in the country—do not undertake the practice of charging more than one NSF Fee on the same item when it is reprocessed. Instead, Chase charges one NSF Fee even if an item is resubmitted for payment multiple times.¹

13. Bremer's Deposit Agreement never discloses this practice. To the contrary, the Deposit Agreement indicates it will only charge a single NSF Fee or OD Fee on an item.

¹ As indicated by Chase's printed disclosures, an "item" maintains its integrity even if multiple processes are affected on it: "If we return the same item multiple times, we will only charge you one Returned Item Fee for that item within a 30-day period."

A. Plaintiff Crosby's Experience.

14. In support of her claims, Plaintiff offers examples of fees that should not have been assessed against her checking account. As alleged below, Bremer: (a) reprocessed two previously declined items; and (b) charged an additional fee upon reprocessing, for a total assessment of *\$70 in fees on each item*.

15. On April 30, 2019, Plaintiff Crosby attempted two payments to Wal-Mart.

16. Bremer rejected payment of those items due to insufficient funds in Plaintiff's account and charged her two \$35 NSF Fees for doing so. Plaintiff does not dispute these initial fees, as they are allowed by Bremer's Deposit Agreement.

17. Unbeknownst to Plaintiff, and without her request to Bremer to reprocess the item, however, eight days later, on May 7, 2019, Bremer processed the same items yet again, and this time Bremer paid the items into insufficient funds and charged Plaintiff a \$35 OD Fee each for doing so.

18. In sum, Bremer assessed Plaintiff \$140 in fees in its effort to process two payments of far less than that amount—payments it could have simply made is the first instance into overdraft and charged one fee each.

19. Plaintiff understood the payments to each be a single item as is laid out in Bremer's contract, capable at most of receiving a single NSF Fee (if Bremer returned them) or a single OD Fee (if Bremer paid them).

B. The Imposition of Multiple NSF Fees on a Single Transaction Violates Bremer's Express Promises and Representations.

20. Bremer's Account Documents repeatedly discuss OD and NSF Fees together as "Overdraft Fees" and repeatedly state that the Bank will assess a single Overdraft Fee of *\$35 per item* that is returned due to insufficient funds.

21. According to the Fee Schedule, at most a *single* fee will be assessed when an “item” is returned or paid into overdraft:

Overdraft / Insufficient / Unavailable funds (**per item**) -- (\$140 maximum per day) \$35.00*

*Applies to overdrafts created by check, in-person, withdrawal, ATM withdrawal (unless precluded) or other electronic means.

Fee Schedule, Ex. A (emphasis added).

22. The same check, automatic bill payment or other electronic payment on an account cannot conceivably become a new item each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff took no action to resubmit the item.

23. There is zero indication anywhere in the Account Documents that the same item is eligible to incur multiple NSF Fees. Indeed, the Bremer Account Agreement says that an “item . . . *includes*” all of the following, all of which are created only by the affirmative action of an accountholder:

An insufficient funds “item” may include the following:

- check
- pre-authorized withdrawal
- Online bill payment
- ATM cash withdrawal
- debit card purchase
- online banking transfer
- telephone transfer
- other attempt to get money from your account by any means permitted that we refuse to permit because it is for more money than you have available in your account at that time

“Overdraft” means a transaction has caused the available balance on an account to become a negative number. An overdraft occurs if you take more money out of your account than is available to you for withdrawal, or if it is available to you but is later reversed. This can happen, for example:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it
- by making a withdrawal from your account that exceeds your available balance

- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later reversed
- by withdrawing money from your account and not having enough money left to pay the charges you incur
- when money is deposited into your account by mistake, and you withdraw money based on that deposit and the deposit is reversed.

We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account.

...

We may choose to pay or refuse to pay electronic and check transactions at our discretion each time you overdraw your account based on the transaction activity and history of overdrafts in the account. The action we take one time (pay or refuse to pay) does not mean that is what action will be taken in the future. Our fees. We charge an insufficient-funds fee for each withdrawal item that we do not pay that exceeds your available balance as of end of business day. An overdraft fee is assessed for each item we do pay that causes the available balance to become negative or occurs while the available balance is negative on the checking account.

Deposit Agreement, Ex. B at 9.

24. Even if Bremer reprocesses an instruction for payment, it is still the same item. The Bank's reprocessing is simply another attempt to effectuate an accountholder's original order or instruction.

25. Indeed, Truth in Savings Disclosure makes clear that it is the action of the accountholder, and only the accountholder, that creates an item, and that only one Overdraft Fee (defined by Bremer to "include" both OD Fees and NSF Fees) will be assessed per item:

Overdraft Fees

Bremer Bank defines the term "overdraft fee" to include fees assessed for overdrafts, insufficient funds, and unavailable funds. Our overdraft notices will contain one of these three terms depending on whether the account has items paid (overdraft), returned (insufficient), or held (unavailable). In each case the \$35 fee will apply.

Overdraft Fee -- \$35 each time you use your account when you do not have enough money in it.

There is a limit of \$140 on the amount of overdraft fees that may be assessed per day. If your account balance is overdrawn by \$5 or less at the end of the business day there is no fee.

Truth in Savings Disclosure, Ex. C at 3.

26. As alleged herein, Plaintiff took only a single action to make a single payment; she may therefore be charged only a single fee.

27. Moreover, by expressly linking OD Fees and NSF Fees in the disclosure, Bremer bolsters the reasonable assumption that only a single fee can be assessed on an item. For an item charged an “overdraft fee” and thus paid into overdraft, there is no chance it can be subject to reprocessing and thus no chance it could be subject to a second or third fee, since it has already been paid. No reasonable contract reading could allow the *other* fee mentioned in the disclosure—the NSF Fee—to be treated so differently and assessed two or three times on the same item.

28. The disclosures described above never discuss a circumstance where Bremer may assess multiple NSF or OD Fees for an item that was returned for insufficient funds and later reprocessed one or more times and returned again.

29. In sum, Bremer promises that one \$35 NSF Fee or one \$35 OD Fee will be assessed per items, and this must mean all iterations of the same instruction for payment. As such, Bremer breached the contract when it charged more than one fee per item.

30. Reasonable consumers understand any given authorization for payment to be one, singular item, as that term is used in Bremer’s Deposit Agreement.

31. Taken together, the representations and omissions identified above convey to customers that all submissions for payment of the same transaction will be treated as the same “item,” which the Bank will either authorize (resulting in an overdraft item) or reject (resulting in a returned item) when it decides there are insufficient funds in the account. Nowhere does Bremer

disclose that it will treat each reprocessing of a check or ACH payment as a separate item, subject to additional fees, nor do Bremer customers ever agree to such fees.

32. Customers reasonably understand, based on the language of the Account Documents, that the Bank's reprocessing of checks or ACH payments are simply additional attempts to complete the original order or instruction for payment, and as such, will not trigger additional NSF or OD Fees. In other words, it is always the same item.

33. Banks like Bremer that employ this abusive multiple fee practice know how to plainly and clearly disclose it. Indeed, other banks and credit unions that do engage in this abusive practice disclose it expressly to their accountholders—something Defendant here never did.

34. For example, First Hawaiian Bank engages in the same abusive practices as Defendant, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION.

Terms and Conditions of FHB Online Services, First Hawaiian Bank 40, https://www.fhb.com/en/assets/File/Home_Banking/FHB_Online/Terms_and_Conditions_of_FHB_Online_Services_RXP1.pdf (last accessed September 25, 2019) (emphasis added).

35. Klein Bank similarly states in its online banking agreement:

[W]e will charge you an NSF/Overdraft Fee each time: (1) a Bill Payment (electronic or check) is submitted to us for payment from your Bill Payment Account when, at the time of posting, your Bill Payment Account is overdrawn, would be overdrawn if we paid the item (whether or not we in fact pay it) or does not have sufficient available funds; or (2) we return, reverse, or decline to pay an item for any other reason authorized by the terms and conditions governing your Bill Payment Account. **We will charge an NSF/Overdraft Fee as provided in this section regardless of the number of times an item is submitted or**

resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the bill payment.

Consumer and Small Business Online Access Agreement, Klein Bank ¶ H, <https://www.kleinbankonline.com/bridge/disclosures/ib/disclose.html> (last accessed September 25, 2019) (emphasis added).

36. Central Pacific Bank, a leading bank in Hawai'i, states in its Fee Schedule under the "MULTIPLE NSF FEES" subsection: "Items and transactions (such as, for example, checks and electronic transactions/payments) returned unpaid due to insufficient/non-sufficient ("NSF") funds in your account, may be resubmitted one or more times for payment, and a \$32 fee will be imposed on you each time an item and transaction resubmitted for payment is returned due to insufficient/nonsufficient funds." *Miscellaneous Fee Schedule*, Central Pacific Bank 1 (Feb. 15, 2019), <https://www.centralpacificbank.com/PDFs/Miscellaneous-Fee-Schedule.aspx>.

37. BP Credit Union likewise states: "We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item."

38. Bremer provides no such disclosure, and in so doing, deceives its accountholders.

C. The Imposition of Multiple NSF Fees or OD Fees on a Single Transaction Breaches Bremer's Duty of Good Faith and Fair Dealing.

39. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations and means that the Bank is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, the Bank has a duty to honor transaction requests in a way that is fair to Plaintiff and its other customers and is prohibited from exercising its discretion

to pile on ever greater penalties. Here—in the adhesion agreements Bremer foisted on Plaintiff and its other customers—Bremer has provided itself numerous discretionary powers affecting customers’ credit union accounts. But instead of exercising that discretion in good faith and consistent with consumers’ reasonable expectations, the Bank abuses that discretion to take money out of consumers’ accounts without their permission and contrary to their reasonable expectations that they will not be charged multiple fees for the same transaction.

40. Bremer exercises its discretion in its own favor—and to the prejudice of Plaintiff and its other customers—when it defines “item” in a way that directly leads to more NSF and OD Fees. Further, Bremer abuses the power it has over customers and their bank accounts and acts contrary to their reasonable expectations under the Deposit Agreement. This is a breach of the Bank’s implied covenant to engage in fair dealing and act in good faith.

41. Bremer also abuses discretion under the contract to engage in a reject-then-pay pattern of first rejecting—and charging an NSF Fee on—an item and then, days later, paying that same item and charging an OD Fee, despite the customer being in the same (insufficient funds) financial situation.

42. By so acting to maximize fee assessments, Bremer fails to exercise its power fairly and in good faith. Indeed, had Bremer paid the item into overdraft on the first processing attempt (as it in fact chose to do on the second processing attempt) it would have charged Plaintiff a single OD Fee. Instead, Bremer first rejected the item so that it could charge an NSF Fee; then, only upon resubmission, it paid the same item and charged Plaintiff an OD Fee. The extra step served no purpose except to increase Bremer’s fee revenue and was an abuse of the discretionary powers Bremer granted to itself under the contract.

43. By exercising its discretion in its own favor—and to the prejudice of Plaintiff and other customers—by charging more than one NSF Fee or OD Fee on a single item, Bremer breaches the reasonable expectation of Plaintiff and other customers and in doing so violates the implied covenant to act in good faith.

44. It was bad faith and totally outside Plaintiff's reasonable expectations for Bremer to use its discretion to assess two or three NSF and/or OD Fees for a single attempted payment.

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this action on behalf of herself and on behalf of all others similarly situated pursuant to Federal Rule 23. The Classes include:

All persons who, within the applicable statute of limitations period, were charged multiple NSF Fees for the same debit item in a Bremer checking account (the "Multiple NSF Class").

All persons who, within the applicable statute of limitations period, were charged an NSF Fee and an OD Fee for the same item in a Bremer checking account (the "NSF/OD Class").

All Minnesota citizens who, within the applicable statute of limitations period, were charged multiple NSF Fees for the same debit item in a Bremer checking account (the "Minnesota Multiple NSF Class").

All Minnesota citizens who, within the applicable statute of limitations period, were charged an NSF Fee and an OD Fee for the same item in a Bremer checking account (the "Minnesota NSF/OD Class").

46. Excluded from the Classes are Defendant, Defendant's subsidiaries and affiliates, their officers, directors, and the members of their immediate families, and any entity in which Defendant has a controlling interest, the legal representatives, heirs, successors, or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

47. Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or to add subclasses if necessary before this Court determines whether certification is appropriate.

48. The questions here are ones of common or general interest such that there is a well-defined community of interest among the members of the Classes. These questions predominate over questions that may affect only individual Class members because Bremer has acted on grounds generally applicable to the Classes. Such common legal or factual questions include, but are not limited to:

- a) Whether Bremer improperly charged NSF and OD Fees;
- b) Whether any of the conduct enumerated above violates the contract;
- c) Whether any of the conduct enumerated above violates the covenant of good faith and fair dealing;
- d) Whether any of the conduct enumerated above constitutes unjust enrichment; and
- e) The appropriate measure of damages.

49. The parties are numerous such that joinder is impracticable. Upon information and belief, and subject to class discovery, the Classes consist of thousands of members or more, the identities of whom are within the exclusive knowledge of and can be ascertained only by resort to Bremer's records. Bremer has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiff.

50. It is impracticable to bring Class members' individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory

judgments that numerous individual actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

51. Plaintiff's claims are typical of the claims of the other members of the Classes in that they arise out of the same wrongful business practices by Bremer, as described herein.

52. Plaintiff is more than an adequate representative of the Classes in that Plaintiff has a Bremer checking account and has suffered damages as a result of Bremer's contract violations, Bremer's violations of the covenant of good faith and fair dealing, and Bremer's unjust enrichment. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of herself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;
- b) There is no conflict of interest between Plaintiff and the unnamed members of the Classes;
- c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and
- d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

53. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its treatment as a class action.

54. Bremer has acted or refused to act on grounds generally applicable to each of the Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to each Class as a whole.

55. All conditions precedent to bringing this action have been satisfied and/or waived.

CAUSES OF ACTION

COUNT I

BREACH OF CONTRACT

(On Behalf of Plaintiff and the Classes)

56. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

57. Plaintiff and Bremer contracted for checking account services, as embodied in the Deposit Agreement, Truth in Savings Disclosure, and Fee Schedule.

58. Defendant mischaracterized in the Account Documents its true NSF and OD Fee practices and breached the express terms of the Account Documents.

59. No contract provision authorizes Defendant to charge more than one NSF Fee and/or OD Fee on the same item.

60. Defendant has breached its contracts with Plaintiff and the Classes through its overdraft policies and practices as alleged herein.

61. Plaintiff and members of the putative Classes have performed all of the obligations on them pursuant to the Bank's agreements.

62. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches.

COUNT II

BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

(On Behalf of Plaintiff and the Classes)

63. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

64. Plaintiff and Bremer contracted for checking account services, as embodied in the Deposit Agreement, Truth in Savings Disclosure, and Fee Schedule.

65. Minnesota mandates that an implied covenant of good faith and fair dealing govern every contract. For banking transactions, this is also mandated by the Uniform Commercial Code that has been adopted in each state. The covenant of good faith and fair dealing constrains Defendant's discretion to abuse self-granted contractual powers.

66. This good faith requirement extends to the manner in which a party employs discretion conferred by a contract.

67. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit—not merely the letter—of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

68. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes her conduct to be justified. A lack of good faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Other examples of violations of good faith and fair dealing are willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

69. Bremer breached the covenant of good faith and fair dealing through its overdraft policies and practices as explained herein.

70. Each of Defendant's actions was done in bad faith and was arbitrary and capricious.

71. Plaintiff and members of the putative Classes have performed all of the obligations imposed on them pursuant to the Deposit Agreement.

72. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches of the covenant of good faith and fair dealing.

COUNT III
UNJUST ENRICHMENT
(In the Alternative to COUNT I and COUNT II)
(On Behalf of Plaintiff and the Classes)

73. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

74. This Count is brought solely in the alternative to Plaintiff's breach of contract and breach of the covenant of good faith and fair dealing claims. Plaintiff acknowledges that her breach of contract claim cannot be tried along with unjust enrichment.

75. To the detriment of Plaintiff and the Classes, Defendant has been, and continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

76. Plaintiff and the Classes conferred a benefit on Defendant when they paid Defendant the fees that were not disclosed or allowed for in the Account Documents.

77. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits, which under the circumstances, would be unjust to allow Defendant to retain.

78. Defendant's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

79. Plaintiff and the Classes, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

COUNT IV
VIOLATION OF MINN. STAT. § 325D.44
UNFAIR & DECEPTIVE TRADE PRACTICES
(On Behalf of Plaintiff and the Classes)

80. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

81. Defendant represented to Plaintiff, and in fact, entered into an agreement with Plaintiff, that Defendant would charge Plaintiff one (1) NSF or OD fee per transaction in which Plaintiff attempted to make a purchase without having sufficient funds.

82. Defendant similarly represented, and entered into an agreement with, the Classes that Defendant would charge Class members one (1) NSF or OD fee per transaction in which Class members attempted to make a purchase without having sufficient funds.

83. Contrary to Defendant's representations, Defendant charged Plaintiff multiple NSF and/or OD fees for the same transaction in which Plaintiff attempted to make a purchase without having sufficient funds.

84. In its agreement with Plaintiff Defendant concealed the fact that it intended to charge, and would charge, Plaintiff multiple NSF and/or OD fees for the same transaction in which Plaintiff attempted to make a purchase without having sufficient funds.

85. Defendant has violated Minn. Stat. § 325D.44(5) by representing that Defendant would charge one (1) NSF or OD fee for each transaction in which Plaintiff attempted to make a purchase without having sufficient funds, while knowing the statements were false.

86. Defendant has violated Minn. Stat. § 325D.44(9) by advertising, marketing, and selling its banking products as charging one (1) NSF or OD fee for each transaction in which its customers attempted to make a purchase without having sufficient funds, while intending not to sell or deliver the product as advertised.

87. Defendant has violated Minn. Stat. § 325D.44(13) by creating a likelihood of confusion about its banking products by advertising that Defendant would charge one (1) NSF or OD fee for each transaction in which Plaintiff attempted to make a purchase without having sufficient funds, when Defendant knew and/or intended to charge Plaintiff multiple NSF or OD fees for each transaction in which Plaintiff attempted to make a purchase without having sufficient funds.

88. The Minnesota statutes prohibiting unfair and deceptive trade practices applies because Defendant's scheme, and Defendant's practices of representing to and entering into a contract with Plaintiff and the Classes that Defendant would only charge one (1) NSF and/or OD fee for each transaction in which Plaintiff and the Classes attempted to make a purchase without having sufficient funds, but in actuality charging multiple unlawful NSF and/or OD fees for each transaction in which Plaintiff and the Classes attempted to make a purchase without having sufficient funds, was carried out in Minnesota.

89. As a direct and proximate result of Defendant's conduct, Plaintiff and the Classes have suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Classes, demands a jury trial on all claims so triable and judgment as follows:

A. Certifying the proposed Classes pursuant to Federal Rule of Civil Procedure 23, appointing the Plaintiff as representative of the Classes, and appointing counsel for Plaintiff as lead counsel for the Classes;

B. Declaring that Defendant's policies and practices as described herein constitute a breach of contract and a breach of the covenant of good faith and fair dealing or unjust enrichment;

- C. Enjoining Defendant from the wrongful conduct as described herein;
- D. Awarding restitution of all fees at issue paid to Defendant by Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;
- E. Compelling disgorgement of the ill-gotten gains derived by Defendant from its misconduct;
- F. Awarding actual and/or compensatory damages in an amount according to proof;
- G. Awarding pre-judgment interest at the maximum rate permitted by applicable law;
- H. Reimbursing all costs, expenses, and disbursements accrued by Plaintiff in connection with this action, including reasonable attorneys' fees, costs, and expenses, pursuant to applicable law and any other basis; and
- I. Awarding such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Class Action Complaint that are so triable.

Dated: September 27, 2019.

Respectfully submitted,

BY: /s/ Timothy Becker

Timothy Becker (MN Bar No. 0256663)
JOHNSON BECKER PLLC
444 Cedar Street, Suite 1800
St. Paul, MN 55101
(612) 436-1804 (phone)
(612) 436-4801 (fax)
tbecker@johnsonbecker.com

Jeffrey Kalien*
KALIEL PLLC
1875 Connecticut Avenue NW

10th Floor
Washington, DC 20009
(202) 350-4783
jkaliel@kalielllc.com

Lynn Toops
COHEN & MALAD LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
(317) 636-6481
ltoops@cohenandmald.com

Attorneys for Plaintiff

* *Pro hac vice* application to be promptly filed

EXHIBIT A



Personal Account Fee Schedule

Account Related Fees

Anytime Credit annual fee	\$35.00
ATM non-MoneyPass® withdrawal (<i>each</i>)	\$2.75
CheckView statement (<i>per month</i>)	\$2.00
Closed account fee (<i>within first 6 months</i>)	\$30.00
Copy Requests	
Item copies per page (check copies deposited items, returned items)	\$5.00
Statement and CheckView copy	\$5.00
Counter checks (<i>per page</i>)	\$2.00
Debit card reissue (<i>per card</i>)	\$5.00
Debit Card Express Mail	\$25.00
Escheatment/unclaimed property fee ¹	\$40.00
HSA setup fee	\$25.00
IRA transfer fee (<i>per account</i>)	\$50.00
Online Banking / Bill Pay	No charge
Overdraft / Insufficient / Unavailable funds (<i>per item</i>) ² (\$140 maximum per day)	\$35.00
Overdraft / Insufficient / Unavailable – Continuous overdraft fee (<i>every 5 business days</i>) ^{2,3}	\$25.00
Automatic Transfer Advantage Fee (ea.)	\$10.00
Research request (<i>per hour</i>)	\$60.00
Requests sent via CD-ROM	\$10.00
Statement processing	
Multiple mail requests (<i>each</i>)	\$2.00
Stop payments (<i>each</i>)	\$35.00

Other Service Fees

Amortization schedule (<i>per schedule</i>)	\$10.00
Bond coupons (<i>per envelope</i>)	\$15.00
Check cashing (<i>clients only</i>)	No charge
Check collections – incoming/outgoing (<i>per item</i>)	\$30.00
Check printing	varies on check style / design
Fax – Out (<i>per page</i>)	\$2.00

International

Canadian checks in CAD or USD funds: (<i>CAD denominated</i>)	@ Exchange rates + \$1.00
Canadian currency ⁴	Exchange rate + \$6.00
Courier fee – domestic	\$35.00
Drafts (<i>per draft</i>)	\$25.00
Foreign Clean Draft/Check Collections (we buy)	\$70.00
Other currency ⁴	\$25/ order + exchange rate
Returned checks – Canadian or foreign	\$21.00
Stop payments:	\$30 each
	+ correspondent bank fees
Transaction fee – debit card:	2% of purchase
Wire transfers – incoming (<i>per wire</i>)	\$20.00
Wire transfers – outgoing (<i>per wire</i>)	\$30.00
Levy or garnishment (<i>each</i>)	\$125.00
Notary public (<i>clients only</i>)	No charge
Official checks (<i>per check</i>)	\$5.00
Photocopies (<i>per page</i>)	\$1.00
Returned deposited item ⁵	\$9.00
Safe deposit box	
Drill lock (+ <i>drilling cost</i>)	Ask for pricing
Late fee (<i>per late payment</i>)	Ask for pricing
Lost key (<i>per key</i>)	Ask for pricing
Rental	Ask for pricing
Signature guarantee (clients only)	No charge
Undeliverable mail (<i>per month</i>)	\$5.00
Wire transfer – domestic	
Book transfer	\$15.00
Incoming	\$15.00
Outgoing	\$25.00
Wire notification (<i>email or mail</i>)	No charge

Fees effective 5/6/19 and are subject to change. ¹A processing fee for unclaimed property submitted to the state. ²Applies to overdrafts created by check, in-person, withdrawal, ATM withdrawal (unless precluded) or other electronic means. ³ If your account is continuously overdrawn for five business days we will charge your account a continuous overdraft fee on the sixth business day. This fee will continue to be applied every sixth business day if your account remains overdrawn. ⁴An additional \$10.00 fee applies if small order <\$200 USD value sell to client OR <\$100 USD value buy from client. ⁵Imposed when checks and items presented by electronic means are returned to Bremer Bank unpaid.

EXHIBIT B

Personal Account Agreement

BREMER
BANK

TABLE OF CONTENTS

INTRODUCTION

Agreement for personal accounts	2
Change in terms.....	3
Identification notice (USA PATRIOT Act).....	3
Consumer reporting agencies	3

ACCOUNT OWNERSHIP

Individual accounts.....	4
Joint accounts	4
Authorized signer	5
Pay-on-death account	6
Minor accounts.....	6
Power of attorney	7

NOTIFICATIONS

Statements and notices.....	8
Changes due to death, bankruptcy and other	9
Closing your account.....	10
Notices.....	10

ACCOUNT USAGE

Making deposits to and withdrawing money	11
Funds availability policy	11
Longer funds availability delays may apply	12
Insufficient funds and overdrafts	13
Returned deposits	15
Stopping payment on a check.....	16
Consumer electronic check re-presentment	17
Minimum balances, services charges and fees.....	18
Service charges	19
Telebank transfers	19
Savings and Money Market account transfers/withdrawals	19
Electronic and/or voicemail instructions.....	20
Providing your account number to sellers	20
Our right to require notice of withdrawal	20
Inactive accounts.....	20

ADDITIONAL TERMS & CONDITIONS:

CHECKING & SAVINGS

Safeguarding your checks.....	21
Deposited or cashed checks	21
Checks sent for collection.....	21
Payment of checks	22
Processing checks	23
Checks – post-dated and stale	23
Checks – legends	24
Endorsement standards	24
Electronic instructions for paying checks	25
Using unreadable checks	26
Substitute checks and your rights.....	26
Document images.....	27
Return of canceled checks	28

E-BANKING, INCLUDING TRANSFERS,

ACH & DEBIT CARDS

Safeguarding your online identity.....	29
Debit card transaction fraud prevention	29
Electronic funds transfers – your rights and responsibilities.....	30
Consumer liability.....	33
Contact in the event of unauthorized transaction.....	33
Error resolution notice.....	34
Dollar limits on card and online banking transactions	35
Fees.....	35
Documentation	35
Mastercard Zero Liability protection.....	36
Online notices.....	37
Currency conversion	37
Advisory against illegal use of Debit Card.....	37

OTHER TERMS & CONDITIONS

Privacy statement.....	38
Bank's right to indemnification	38
Lawsuits, claims or other proceedings	38
Telephone recording	38
Business days.....	38
Legal process.....	38
Blocked or restrained accounts	39
If you owe us money (set-off)	39
Severability	39
Attorney's fees, losses and expenses	39
Bank's waiver	40
Disputes of conflicting demand	40

INTRODUCTION

Agreement for personal accounts

Welcome to Bremer Bank and thank you for opening an account with us. This booklet provides the general rules that apply to deposit accounts you have with Bremer Bank. Additional rules will be provided in:

- disclosures we give you when you open your account
- your periodic statements
- applicable user guides
- **notices we provide to you by any appropriate means such as by direct mail, on or with your statement, or in email messages (for customers who receive statements electronically)**

These things, together, are an agreement between you and Bremer Bank. Please read this booklet carefully. This booklet is revised periodically, so it may include changes from earlier versions.

By signing a signature card which includes electronic signature (the document that, among other things, establishes account transaction authority), opening or continuing to hold an account with us, **you agree to the most recent version of this Personal Account Agreement**, which is available to you at your local Bremer Bank, on **bremer.com**, or by calling us at 800-908-2265.

If any terms of your signature card are inconsistent with the terms of this Agreement, the terms of this Agreement will control. If you have any questions, please call us at 800-908-2265.

This Agreement is subject to applicable federal laws and the laws of the state applicable to your Bremer Bank (except to the extent that this Agreement can and does vary such rules or laws). If there is a conflict between this Agreement and something said by one of our employees, we will follow this Agreement. You agree to this method of settling any differences. In this Agreement, “we,” “us,” “our,” and “ours” mean Bremer Bank, and “you,” “your,” and “yours” mean the account holder(s) who signed the signature card and anyone else authorized by the account holder(s) to act on his/her/their behalf.

Other agreements may apply to your individual situation if you have certain services with us. These other agreements work in tandem with this Agreement and include, but are not limited to the following:

- *Online Banking Terms & Conditions*
- *Mobile Banking Enrollment Terms & Conditions*
- *Electronic Communication Disclosures and Terms & Conditions*
- *Electronic Signature Disclosures and Consent eOriginal SmartSign® web signature service*

Change in terms

We can change the terms of this Agreement at any time. You are bound by the terms of the most recent version of this Agreement. You will be notified of certain changes as required by law. The most recent version of this Agreement is maintained on **bremer.com** or at one of our branches. If the change restricts, limits or reduces your rights under this Agreement, we will give you notice by mail or email sent to the address in our records. By using your account after the changes become effective, you are agreeing to the changes. If the account is a joint account, notice to one of you is notice to all of you.

Identification notice (USA PATRIOT Act): Important information about procedures for opening a new account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you. When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We will also ask to see other identifying documents such as a driver's license or passport to validate your identity.

Existing customers. Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation for purposes of updating our records or because we may not have collected it from you in the past.

Consumer reporting agencies

By requesting to open, or continuing to hold, an account with us, you authorize us to obtain a copy of your report from a consumer reporting agency or similar service; or do a public-records search to help us validate your identity, qualify you for your account and determine your eligibility for our other products.

We report account performance to consumer reporting agencies.

ACCOUNT OWNERSHIP

Individual accounts

An account holder of an individual account has the power to perform all the transactions available to the account. For example, an account holder can:

- Make withdrawals by whatever means are available for the account
- Make deposits by whatever means are allowed for the account
- Obtain and release information about the account
- Sign or authenticate any document in connection with the account

An account holder can give rights to others to access the account (for example, any account holder could grant a power of attorney to have access to the account). The following persons will have access to your account:

- Any person listed on a signature card as being authorized to make withdrawals or transfers, by check or otherwise, from your account.
- Any person you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, debit card transactions, online banking).
- Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of "authorization" because it is possible that we will detect such transactions and treat them as unauthorized. If you give authority to someone else without following our procedures, we are not responsible whether we honor the transactions or dishonor them.

If you choose to designate an authorized signer on your account you must do so on a signature card.

Joint accounts

If this is a joint account, any or all of the account holders can make deposits or withdrawals. To make withdrawals though, an account holder must have his or her signature on file with us.

When we do business involving a joint account, we can act on the instructions of any one or more of the account holders. We will continue to follow these instructions until we receive written notice to change them. Any transactions that occur before we receive written notice of a change of instructions will be binding on all account holders. We have the right to endorse any checks, drafts or other orders for the payment of money made out to any of the joint account holders. Once endorsed, we can deposit them into the joint account. You agree that we can pay any money in this account to any one or more of the account holders. This payment can be made on the orders or instructions of any of the account holders.

If we make a payment following these rules, you release us from liability. You agree that it is your intention to create a joint tenancy with the right of survivorship. This means that if one or more of the account holders dies, his or her interest in the account passes to the remaining account holders. Certain retirement benefits, such as Social Security, do not pass to the surviving account holders. Social Security payments made into your account after the beneficiary dies may not be withdrawn. If one or more of the account holders owe us money that's due, we can use funds in the joint account to pay the debt. **An authorized signer designated by either account owner will have withdrawal authority, by any means of request, for all owners of an account. This authority is limited to withdrawals, transfers and balance inquiries.**

Authorized signer

- If you name an authorized signer:
- We may require that you use forms we approve and require you to sign the form to be effective.
- An authorized signer may make deposits to and withdrawals or transfers from your account as well as obtain current available balance information.
- Any person whom you authorize to make withdrawals or transfers from the account can do so by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, debit card transactions, online banking).
- You understand and agree that we have no duty or responsibility to monitor the acts of your authorized signer or ensure that the acts of your authorized signer are for your benefit.
- You agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your authorized signer.
- You are responsible to us for any actions of your authorized signer.
- The authority of the authorized signer will end if you die and when we receive notice of your death.
- The authority of the authorized signer will end if you notify us in writing to remove the authorized signer and after we have had a reasonable opportunity to act on it.
- If you decide to allow your authorized signer to have online banking access, your authorized signer will have the ability to direct maintenance as provided in online banking. For example, an authorized signer could change your address, change statement delivery method or establish online bill pay. We are not able to restrict the maintenance provided in online banking if you allow an authorized signer to have access.

Pay-on-death account

If two or more individuals create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die and the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will be entitled to the funds in the account in equal shares.

Minor accounts

Uniform Transfers to Minors Act (UTMA)

This account may be opened in accordance with the Uniform Transfers to Minors Act as enacted in the state in which our office holding the account is located. Only the custodian is authorized to instruct us regarding the account. The account terminates and the proceeds are issued to the minor when he or she reaches the age of 21.

“A minor by” as an ownership option

One or more adults (each an “Adult”) may open an account in the name of a minor as allowed by us and applicable state law. Beneficial ownership of the funds deposited into the account vests exclusively in the minor. Control of the account is exclusively vested in the Adult throughout the period of minority. If there is more than one Adult, each may act independently. We do not have to inquire about or investigate the application of the funds. Upon the minor reaching the age of 18, we may act on the instructions of either the minor or the Adult. If the Adult (or the last of them to survive) dies before the minor becomes an adult, we may transfer control of the funds to a person appointed as custodian for the minor in accordance with applicable law. If the minor dies before becoming an adult, we may treat the funds as an asset of the minor’s estate.

Court-ordered deposit account for a minor

This account is opened pursuant to court order. The account will terminate once the minor reaches the age of 18. Funds cannot be disbursed without a court order. The minor, parent or guardian may petition the court for release of the funds after the minor’s eighteenth birthday.

Power of attorney

If you give someone a power of attorney (POA), the attorney-in-fact must bring the original power of attorney document with him or her each time he/she transacts business at the bank on your behalf. The power of attorney document must authorize the attorney-in-fact to conduct the specific banking transaction activities.

Because we must review an original power of attorney document for each transaction, we are not able to respond to attorney-in-fact requests over the phone. We may continue to honor transactions conducted by the attorney-in-fact until:

1. We have actual knowledge you have revoked the power of attorney account or have died, or
2. You provide to us in writing that a POA has been revoked; and we have had a reasonable opportunity to act on that knowledge.

You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given to us by your attorney-in-fact.

NOTIFICATIONS

Statements and notices

Statements. We will periodically make available to you a statement of your checking or savings account showing the transactions that occurred in the period covered by the statement. If you elect to not review your statement or if you don't receive it due to your mail being undeliverable, you are still responsible as having access to the information provided in the statement and complying with this section.

Change of address or email. You will promptly notify us in writing of any change of address or email. In the absence of such notice, mail addressed to you at the address shown on our records will be deemed properly addressed and delivered and shall be effective whether or not you receive it.

Your address. You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us.

Email notices. If you agree to accept statements and notices electronically, you must give us your accurate email address and keep us up-to-date with any changes to your email address. You are responsible for keeping your email functioning properly or advising us if it does not work so we can make substitute arrangements.

Multiple account holders. Periodic statements and notices that we make available to one account holder is the equivalent of providing statements and notices to all account holders of the account.

Your duty to examine your statement. As used in this section, the term "problem" could mean any error, alteration, a counterfeit check or unauthorized transaction, including forged or missing signatures, related to your account (it does not mean an unauthorized consumer electronic banking transaction – for problems involving a consumer electronic banking transaction, please refer to the *Electronic funds transfers – your rights and responsibilities* section of this brochure).

Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement. We also recommend reviewing your transactions online every few days, including deposits, ATM withdrawals, recurring payments and debit card transactions. If you notice a questionable check or charge amount, contact us to resolve the issue as soon as possible.

To help us resolve your problem we may request you file a police report, or provide documents, such as an affidavit of forgery, a written statement of unauthorized transactions or other documents.

You agree that we will not be responsible for any problem that:

- you do not report to us in writing within 30 calendar days after we mail the statement, email the statement or make the statement available to you online
- results from a forgery or counterfeit of your facsimile or other mechanical signature device

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation.

These time periods for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether canceled checks are supplied to you.

Contact us if you do not receive your regular statement.

Changes due to death, bankruptcy and other

We must be notified in writing immediately if

- an account holder, or
- an authorized signer on the account

dies, becomes incapacitated, files for bankruptcy, has a bankruptcy filed against it, has a receiver appointed for it or has an assignment for the benefit of creditors filed against it.

Closing your account

This section does not apply to an active certificate of deposit account. If you intend to close your account with us, you must tell us. Simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

If you close your account:

- You are still responsible for transactions you arranged for, including those that arrive after the account is closed.
- You should pay special attention to pre-authorized electronic deposits to your account and payments from that account. You should reroute the deposits to another account and make other arrangements for the payments with us and the other institutions involved.
- You should not close your account until all the transactions you arranged for have been cleared.

We can close your account for any reason:

If we close your account, we will notify you. Within 30 days after closing, we will send the collected account balance to you at your last known address as reflected in our account records (after withholding a sufficient sum to cover any outstanding items and fees, if applicable). If we withheld any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

If your account is closed by us or you, yet you reapply and qualify to reopen an account, you will not have the same account prior to account closure.

Notices

Any notice to you shall be sufficient if we send it to you at your last known address appearing on our records. Notices we provide to you may be by an appropriate means such as by direct mail, on or with your statement, or in email messages (for customers who receive statements electronically.)

ACCOUNT USAGE**Making deposits to and withdrawing money from your account**

Money can be withdrawn from and deposited into your account in different ways:

- You can write a check, use your Bremer Bank Debit Card or use our online banking services.
- You can arrange for us to make a specific payment from your account each month for a special purpose. For example, you can do this for insurance or mortgage payments or for deposits to another account.
- If you have a Bremer Bank Debit Card, you can use it to withdraw funds from your account at an ATM equipped to dispense cash. You may also use your debit card for point-of-sale transactions from participating merchants.
- You can deposit any amount into your account. You can make your deposits in person, electronically, or by mail. We ask you to use our deposit slips. If you have a Bremer Bank Debit Card you can also deposit checks and cash through an ATM equipped to accept Bremer deposits.
- You agree that we may make adjustments and/or corrections to your account from time to time resulting in changes to your account balances. You will be credited with the full amount of each deposit you make.
- If your deposit slip reflects an amount less than the actual amount of your deposit and that amount is equal to or less than \$10.00, a credit will be made to your account without notice. You will be made aware of the adjustment as it will be reflected on your account statement.
- If your deposit slip reflects an amount less than the actual amount of your deposit and that amount is greater than \$10.00, a credit will be made to your account with a notice of adjustment. You will also be made aware of the adjustment as it will be reflected on your account statement.

Funds availability policy

This policy statement applies to "transaction" accounts.

Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common type of transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the first business day after the business day we receive your deposit, subject to certain delays provided by law and this Agreement. Cash deposits, electronic direct deposits and wire transfers will be available on the day we receive the deposit, provided that we receive the deposit before branch closing.

Once the funds are made available to you, you may make transactions with those funds. Transactions in general are: cash withdrawals at an ATM or at a branch, writing checks, debit card point-of-sale purchases, transfers from one account to another account via the branch, phone, online or ACH (Automated Clearing House).

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid.

If you make a deposit at an ATM before 6 p.m. CT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 6 p.m. CT or on a day we are not open, we will consider that the deposit was made on the next business day we are open. On the day of your ATM deposit(s) that equal or exceed \$100, the first \$100 will be immediately available for withdrawal at an ATM or using a debit card at a point of sale. The remaining amount of that deposit(s) will be available on the next business day.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit through a means other than an ATM before that business day's cut-off time, we will consider that day to be the day of your deposit. Cut-off times can vary by branch. Most branches have a 6 p.m. CT cut-off time. Please check with your branch to determine the local cut-off time. If you make a deposit after the cut-off time or on a day we are not open, we will consider that your deposit was made on the next business day we are open. Deposits made after the cut-off time on Friday or on Saturday or Sunday, and Monday prior to cut-off time are all considered to be Monday's business day deposits.

Longer funds availability delays may apply

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day, unless your account has been open for 30 days or less. Exception delays may apply (see next section).

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you as soon as possible after you make your deposit, but no later than permitted by law. We will also tell you when the funds will be available. If your funds are not made available by the first business day after your deposit we will mail you the notice by the day after the deposit is made.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

Exception delays. Funds you deposit by check may be delayed for a longer period than described in the *Longer funds availability delays may apply* section under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- The deposit is a redeposit of a check that was returned unpaid.
- You have overdrawn your account more than six (6) times in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.
- Your account has been open for 30 days or less.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us").

Please remember that even if we tell you that the funds from your deposited check are available, this does not mean that the check has cleared. In other words, if we do not receive final payment on the deposited check (e.g., payment was stopped, there were insufficient funds, or it was counterfeit), you will be liable to us for the amount of the check, plus our fees.

Insufficient funds and overdrafts

"Insufficient funds" means you don't have enough money in your account available to pay the withdrawals you are attempting to make from that account.

An insufficient funds "item" may include the following:

- check
- pre-authorized withdrawal
- Online bill payment
- ATM cash withdrawal
- debit card purchase
- online banking transfer
- telephone transfer
- other attempt to get money from your account by any means permitted that we refuse to permit because it is for more money than you have available in your account at that time

“Overdraft” means a transaction has caused the available balance on an account to become a negative number. An overdraft occurs if you take more money out of your account than is available to you for withdrawal, or if it is available to you but is later reversed. This can happen, for example:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it
- by making a withdrawal from your account that exceeds your available balance
- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later reversed
- by withdrawing money from your account and not having enough money left to pay the charges you incur
- when money is deposited into your account by mistake, and you withdraw money based on that deposit and the deposit is reversed. We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account.

If you receive benefit payments, including but not limited to, Social Security, veteran’s benefits, medical assistance, and pension payments that are deposited to your account, you authorize us to use such benefit payments to cover previous overdrafts and unpaid fees, if any.

Our options. When an item of yours overdraws an account, we can either pay or refuse to pay the item. If we receive a batch of transactions in a day (checks typically arrive in batches), and if one, some or all of them would overdraw the account if paid, we can pay or refuse to pay them based on the following transaction posting order:

- over-the-counter withdrawals at a teller line in a branch
- debit card transactions for payment from lowest to highest dollar amount
- electronic and automatic payments (ACH) from highest to lowest dollar amount
- checks from lowest to highest check number order

When there are not sufficient available funds in an account to cover all of the checks and other items presented on a given day, the payment method as described above may result in more insufficient funds and overdraft fees.

We may choose to pay or refuse to pay electronic and check transactions at our discretion each time you overdraw your account based on the transaction activity and history of overdrafts in the account. The action we take one time (pay or refuse to pay) does not mean that is what action will be taken in the future.

Our fees. We charge an insufficient-funds fee for each withdrawal item that we do not pay that exceeds your available balance as of end of business day. An overdraft fee is assessed for each item we do pay that causes the available balance to become negative or occurs while the available balance is negative on the checking account.

If your account is continuously overdrawn for five (5) business days we will charge your account a continuous overdraft fee on the sixth business day. This fee will continue to be applied every sixth business day if your account remains overdrawn.

Our *Personal Account Fee Schedule* is available at all our locations and contains additional information about our fees.

Your responsibilities. When we give you notice of an overdraft, you will pay us the amount of the overdraft. If your account is a joint account, each of you agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account and whether you signed the item or benefited from the charge or overdraft. This liability for an overdraft is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability.

This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney’s fees. You can talk to a banker about ways to avoid overdrafts. Options available based on qualification include savings accounts automatic transfers and personal lines of credit.

Returned deposits

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed. See also the section titled *Funds availability policy*. All deposit receipts are issued subject to our count and verification of the items deposited.

Foreign currency. If you make a deposit in the form of, or payable in a foreign currency, that deposit has to be converted (exchanged) into U.S. dollars. That takes time, there may be expenses, and your final credit will be adjusted to reflect the final exchange rate less any fees imposed by the entity that makes the conversion.

Deposits by mail. If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our *Funds availability policy* section.)

Other sections: While many other sections of this booklet relate to these issues, these sections are particularly appropriate:

- *Funds availability policy*
- *If you owe us money (set-off)*

Stopping payment on a check

Stop payments

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic funds transfers, are covered elsewhere in the *Electronic funds transfers – your rights and responsibilities* section.

Here is what you must do to stop a payment for checks and drafts:

If you want to stop payment of a check, you must stop by a Bremer Bank location, initiate through online banking, or call 800-908-2265. We will need the following information:

- the account number the check is written on
- the check number
- the dollar amount
- the date you wrote on the check
- the name of the person you wanted to pay

This information must be exact and correct. If not, we will not be responsible for paying the item.

Who can stop a payment and for how long?

Any account holder can stop payment of any check on the account whether or not that account holder wrote the check (and assuming the item can still be stopped).

A stop payment order is effective for six months. You must renew it every six months or the item will probably get paid. We will not notify you when the six months is up.

You must provide us with your stop payment order prior to the check being posted to your account or presented for payment. An item is considered presented when it is posted, memo posted or the bank has paid the item in cash.

Effect of a stop payment

When you stop payment of a check, you may still owe the money you wrote the check for, and the payee may still have the right to collect on the check. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

What if we don't stop payment?

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we re-credit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

What kinds of checks does this NOT apply to?

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

Stop payment fees

To stop a payment, you must pay our stop payment fee, the amount of which is disclosed in the *Personal Account Fee Schedule*.

Consumer electronic check re-presentment

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("re-present") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic re-presented check") to charge your account in the amount of the check.

Our handling of electronic re-presented checks

If we receive an electronic re-presented check from the depositor or the depositor's bank, we will pay or return the electronic re-presented check as if the original paper check were being re-presented to us. The section titled *Electronic funds transfers – your rights and responsibilities* will not apply to any electronic re-presented check.

Ineligible or unauthorized electronic re-presented checks. For an electronic re-presented check to be charged to your account, all of the following must be true:

- The electronic re-presented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds.
- The paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit.
- You must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically.
- The paper check must have been less than \$2,500 in amount.
- The paper check must have been dated 180 days or less before the date on which the electronic re-presented check is sent to us.
- The electronic re-presented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank or a collection agency.

- The payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the paper check could be collected electronically.
- The electronic re-presented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic re-presented check that we charged to your account. If you want to reverse an electronic re-presented check because you placed a stop payment on the paper check to which the electronic re-presented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. If you want to reverse an electronic re-presented check for any other reason, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive your notice or affidavit within the 15-day period, we will re-credit your account with the amount of the charge.

Stop payment. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

Minimum balances, service charges and fees

Your accounts are subject to the minimum balance requirements and to the minimum opening balance requirements set forth in the information that was separately provided to you. The fees in effect at the time the account is opened, and those that may be added or amended from time to time with or without prior notice, will apply to your account. We may deduct charges and fees from your account without further authorization on your part. We may impose a reasonable charge, which shall not be refundable, on an inactive account to recover the costs related to, or incurred as a result of, the payment or delivery of abandoned property to the applicable state abandoned property administrator. Our current fee information is available at all our branches.

Service charges

We have the right to charge the account in the amounts and for the services listed in the Personal Account Fee Schedule and other account information, which was separately provided to you. This includes whenever:

- we are served with legal papers in connection with a judgment, tax lien or other legal order resulting from legal proceedings in which you are involved
- you make a withdrawal against uncollected or insufficient funds
- an item previously credited to the account is returned to us for any reason

We have the right to increase or decrease the amount of any service charge (unless otherwise prohibited by law) by changing our fee schedule. The current copy of our *Personal Account Fee Schedule* is always available at your Bremer Bank location.

Telebank transfers

We are no longer offering loan payments or advances in IVR. Customers need to speak to a banker to complete the transaction over the phone.

If you have more than one deposit account with us, you can transfer funds between your accounts by telephone. You will need a pin and your account or social security number. Other qualifications may apply. You can transfer funds by calling 800-908-2265.

Savings and Money Market account transfers/withdrawals

Federal Regulation D restricts the number of “convenient” transfers or withdrawals via savings or money market accounts to no more than six (6) per calendar month or a statement cycle of at least four (4) weeks. “Convenient” transfers and withdrawals for purposes of this limit include preauthorized transfers, automatic transfers (including but not limited to transfers from a savings or money market account to another account or for overdraft protections, or for direct bill pay), and transfers and withdrawals initiated by telephone, fax, online banking, email or mobile banking. Purchases and transfers made by check, at an ATM, wire transfer, ACH, debit card, or other similar order made by you and payable to third parties are also covered under this limit.

If we determine that you are exceeding these limits on more than an occasional basis, we will either convert your account to a transaction account that you are eligible to maintain or close your account.

Other account transfer restrictions may be described elsewhere.

Electronic and/or voicemail instructions

We are not required to act upon instructions you give us via facsimile transmission, email or voice message. We will accept a faxed signature card for opening a new account provided that the funds used for opening the account come from an existing account you already have with us, or are transmitted to us directly from another financial institution where you have an account. However, the original executed signature card must be received by us within five business days.

Providing your account number to sellers

If you voluntarily give information about your account (account number and routing number) to someone trying to sell you goods or services, and you do not give the seller a check, any charge to your account instituted by the seller to whom you gave the information will be deemed to be authorized.

Our right to require notice of withdrawal

We reserve the right to require you to give us seven (7) days written notice of your intention to make a withdrawal from any savings account as defined by Regulation D. Nevertheless, we may allow you to make withdrawals without such notice, and by so doing we do not give up our right to require such notice for future withdrawals.

Withdrawals from a time account made within six (6) days after account opening, or within six (6) days of the date after an immediately preceding partial withdrawal are subject to a penalty of at least seven (7) days' simple interest on the amount withdrawn. Other withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. (See notice of penalty for early withdrawal provided to you in the *Truth in Savings Disclosure*.)

Inactive accounts

We may charge you a fee on an inactive account to recover the costs incurred as a result of the payment or delivery of abandoned property to the applicable state abandoned property administrator.

**ADDITIONAL TERMS & CONDITIONS:
CHECKING & SAVINGS****Safeguarding your checks**

You will safeguard your blank checks, canceled checks and other documents that contain your account number and take reasonable steps to prevent their unauthorized use. You will not keep blank checks with bank statements and paid checks because this gives unauthorized parties samples of authorized signatures and average balance information. You will not use multiple check ranges within a single account as this decreases the effectiveness of fraud-monitoring tools. You agree to accept responsibility for any failure to safeguard your blank checks and agree to NOTIFY US IMMEDIATELY AT 800-908-2265 if one or more of your checks are lost or stolen. We may require you to accept a new account number if one or more of your checks are lost or stolen. If we do so, checks you have written which have not yet been paid may be returned "Account Closed" or "Refer to Maker." You are responsible for issuing replacement checks.

Deposited or cashed checks

You authorize us to accept for your account all remittances of funds or other property from parties which are payable to you. You agree that we shall not be responsible for any delay in giving your account credit for any deposit you make, for the acts of any agent of yours (or person or persons whom you have authorized to act on your behalf with respect to your accounts) or for any other act that we think is appropriate, provided we have acted in good faith.

Special Endorsement (commonly known as a Third Party Check) is when a payee wishes to transfer a check to a second person. He or she will endorse the check and may include the words "pay to the order of" followed by the special endorsee's name.

If the second person wishes to negotiate the check, they must endorse it as well. This is known as a second endorsement. Your bank assumes a liability to the Drawee bank for the genuineness of all endorsements when checks are presented for deposit or cash. Therefore, it is important all prior endorsements on a check presented be verified if the presenter is unknown to you.

Checks sent for collection

We may refuse to accept a check which you wish to deposit either at the time of deposit or before we send it for payment. For example, we normally do not accept checks for deposit that have been previously dishonored, contain certain types of restrictive endorsements, are irregular in any respect or are drawn in a foreign currency. We may also refuse to accept for deposit a check that we believe has been previously presented by remote deposit. At our option, we may return such a check to you without presenting it to the financial institution on which it is drawn or we may send the check "for collection." This means we do not use normal check clearing procedures. We specially package the

check and send it to the financial institution on which it is drawn. If we receive payment for the check, we will credit your account with the amount received on the date we receive payment. When you have us send a check or other item on a collection basis to another bank, that bank usually deducts its collection fee from the proceeds of the collection.

However, some banks require their collection fee to accompany the collection request. If their fee is not included with the collection request, they will return the collection and take no action. Unless you make other arrangements with us, we will charge your account for this bank fee. Our fee and any bank fee apply even if the collection is returned unpaid. When a check you wrote is sent to us for collection, we may charge the presenting bank a fee. If we pay the collection, we may pay the presenting bank the amount of the check, less the amount of our fee. The fee we charge the presenting bank is in addition to other fees we charge for handling collections.

Payment of checks

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don't name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

We will charge your account for a check on the day the check is presented to us for payment by any legal means, including electronic, or earlier if we receive notice that a check drawn on your account will be presented for payment. This will affect your available balance, determined as of the time we receive the check or notice, and our determination of whether you have sufficient funds in your account to pay the check.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us.

We may require anyone who presents a check for payment in person (other than an account holder presenting a check on his or her own account) to:

- pay a fee to cash the check if we require it
- give a finger or thumbprint, and identification, as a condition of cashing a check

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a "wrongful dishonor" of your checks.

We may refuse to pay checks or other withdrawal requests (including debit card transactions) on your account as permitted by law and this Agreement, including the following:

- The payment requires deposited funds that are not yet available for withdrawal.
- We have received a court order or other legal process such as a levy, execution or restraining notice prohibiting the withdrawal.
- We have received notice of a bona fide dispute relating to the account, unless a court has ordered us to permit the withdrawal.
- We suspect fraud or irregularity.
- Someone who is authorized to act for you directs us not to make payment.
- Any signature on the check or other withdrawal request does not compare favorably with the specimen signature on our records for the account.
- The check or withdrawal request has not been presented with any or all of the required signatures.
- An equipment problem prevents us from determining the available funds.
- Any document (such as checks or withdrawal request forms supplied by us) or identification we or the law requires in connection with the withdrawal has not been presented to us.

Processing checks

We use automated check processing procedures. This means that we do not review every signature, endorsement or date on every check. We choose some checks for review based on certain factors that change from time-to-time or a statistical sample. You agree that automated processing of your checks is reasonable and that you have responsibility for preventing and reporting forgeries, alterations and other unauthorized uses of your checks or accounts immediately upon discovery. Please refer to the *Insufficient funds and overdrafts* section for additional information.

To protect you from potential fraud, we may, at our option, without assuming a duty to do so, refuse to cash a check or return checks for large amounts which are presented for payment against your account if we are unable to contact you or take other steps to determine with reasonable certainty that you have authorized these checks.

Checks – post-dated and stale

Post-dated checks. We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay the fee we charge for insufficient funds, if applicable.

Stale-dated checks. A "stale-dated" check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us ("presented") more

than six months after its date. If you want to be sure that we do not pay a stale-dated check, you must place a stop payment order on the check. (See our *Stopping payment on a check* section.)

Checks – legends

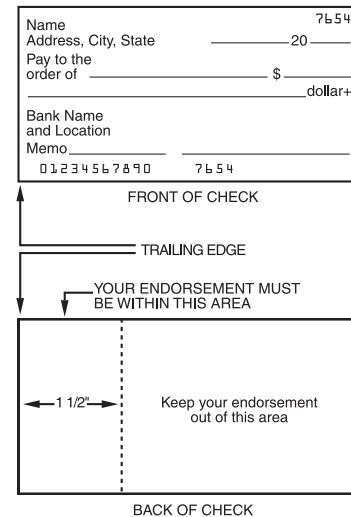
We are not required to honor any legends or memos you put on your checks, even if we are aware of them, unless we have agreed in writing to the restriction. By a “legend” or “memo” we mean a message, such as “not valid for more than \$50,” “do not pay more than ten days after date,” or “requires two signatures.” Specifically, a requirement of two or more signatures will not be honored by us.

Endorsement standards

The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture below. If a check is transferred to someone else before it gets deposited or cashed, anyone else who holds the check may also be required to endorse the check. Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is below the space shown for the payee and other “holders.”

When you endorse a check, you must:

- clearly sign your name
- use black or dark blue ink if possible
- never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well)
- sign near the top of the space provided, or just below any other signature in that space
- stay out of the area below the space for endorsers; most check forms have a line separating the endorsement area
- keep any stamp within the area set aside for handwritten signatures



Above is a picture that shows you the correct endorsement area.

Why is this important? If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

- causes a delay in a necessary notice to someone else, or
- prevents someone from being identified quickly enough (and therefore, cannot get notice or cannot get it in time)

you will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

Endorsement: If you make a deposit into an account and you fail to endorse the item, we can accept the deposit for you and you will be liable for the item as if you endorsed it yourself.

We will not accept for deposit a check made payable to someone other than you, endorsed to you by the payee of the check.

We can refuse to accept any item for deposit for any reason or impose conditions on a deposit as we think appropriate. For example, we can treat a deposit as an “inquiry” or take an item for “collection” instead of deposit.

Electronic instructions for paying checks

If you use any form of a facsimile signature, including rubber stamp, printed signature, electronic or machine-generated signature, and/or facsimile transmission signature, you agree to assume full responsibility for items signed with a facsimile that we pay, if the facsimile resembles the specimen facsimile signature you provided to us. This means that we are not responsible for any misuse of a facsimile signature. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs and expenses arising directly or indirectly out of the misuse, unlawful or unauthorized use of a facsimile signature by any person.

Using unreadable checks

If you use checks that our equipment is unable to read or process properly, you may be charged a fee for processing those checks. You will be solely responsible for any costs and losses resulting from using such checks including our refusal to pay such checks.

Substitute checks and your rights

We are required by law to provide this notice which explains the differences between your original check (that may not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check were still available.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check. Some or all of the checks that we return to you may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft or insufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call the Customer Support at 800-908-2265 or write us at Bremer Customer Support, Bremer Service Center, PO Box 1000, Lake Elmo, MN 55042.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
2. an estimate of the amount of your loss
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check

Document images

We make use of image technology to archive all check documents online. We do not keep the original paper documents (like checks) associated with your account. We retain scanned images of most of the documents that we receive and destroy the paper originals. Electronic imaging is one type of media that is used, but as technology changes, there are and will be other copying techniques.

You agree that such copies will be sufficient for all purposes. See the section titled *Substitute checks and your rights*. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

- write clearly
- use black or dark blue ink in the date, pay to, amount and signature fields
- use only the space provided for your part of a transaction (See the section *Endorsement standards*)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise.

Return of canceled checks

We currently offer a standard statement or a statement with check images:

1. standard statement – your statement will show the check number, the amount and the date it is paid; or
2. statement with images – your statement will include a reduced image of the front of the check in addition to the number, amount and date the check is paid as part of the statement (See the *Substitute checks and your rights* section; the images sent with your statement are not substitute checks themselves, but some may be images of substitute checks.)

Our fee structures vary depending on your option and are disclosed in the *Personal Account Fee Schedule* which was separately provided to you.

Whether you take option 1 or 2, if you have a need for a specific paper check, we can provide a copy to you upon your request.

E-BANKING, INCLUDING TRANSFERS, ACH & DEBIT CARDS

Safeguarding your online identity

You agree that the safety and security of your online transactions begins with you.

- You are solely responsible for having the required hardware and software and for securing your session with your Internet service provider. We are not responsible for loss of personal data or funds due to a compromise of your personal hardware or software.
- You are responsible for keeping your User ID and Password confidential.
- You agree that:
 - you will be the only user of your User ID and Password.
 - you will not transfer or disclose your User ID and Password to any other person.
 - if you **do** share your login information, you are authorizing that person to act on your behalf and we may accept **any** online instructions from that person regarding **any** account activity.
 - you will be responsible for all use of Online Banking, including associated fees, whether authorized by you or not.
 - you will ensure that you have logged out of Online Banking when your session is complete to prevent unauthorized persons from accessing your information.
- You must use maximum caution in protecting your User ID, Password, and one-time security codes from disclosure to anyone else.
- Additionally, you agree that Bremer's records will be final and conclusive as to all questions concerning whether or not your User ID, Password and security codes were used in conjunction with a particular transaction.
- You must contact us immediately at 800-908-2265 if you believe that your User ID, Password, security codes, computer or software have been compromised, lost or stolen, or that someone may attempt to use Online Banking without your consent or has transferred money without your permission.

Debit card transaction fraud prevention

Bremer Bank utilizes several methods of monitoring and detecting fraudulent debit card account activity. If fraudulent activity is suspected on your account, we will attempt to contact you via an automated phone service between 8 a.m. and 9 p.m. CT and text message or email 24 hours a day seven (7) days a week. If fraudulent activity is confirmed, clients will be given a unique case number for each fraud alert. This case number should be referenced when calling the bank about this activity. You may

also be asked for the last four digits of your Social Security number at this time. This fraud prevention system will leave messages at the contact numbers for your account.

Electronic funds transfers – your rights and responsibilities

For purposes of electronic funds transfers disclosures, our business days are Monday through Friday. Holidays are not included.

Please read this disclosure carefully for an explanation of your rights and obligations.

Transfer types and limitations on account access

You may use your Bremer Bank Debit Card and your personal identification number (PIN) to:

- withdraw cash from your checking and savings accounts
- make deposits to your checking and savings accounts
- transfer funds between your checking and savings accounts
- pay for purchases at places that have agreed to accept the card
- obtain information about your account balance at an ATM
- make point-of-sale purchases

You may use your Bremer Bank Debit Card to:

- purchase goods or services
- obtain cash from a participating merchant or financial institution

Some of these services may not be available at all terminals.

If you have signed a separate line-of-credit agreement with us and there are insufficient funds in your designated account to cover your debit card transaction, we will advance funds into your account pursuant to the line-of-credit agreement (to the extent available) to cover the transaction.

In addition, if you do not have a separate line-of-credit agreement that is designated to cover debit card transaction overdrafts but wish us to pay such overdrafts, you can authorize us to do so by contacting your banker or calling us at 800-908-2265.

Confidentiality

We will disclose information to third parties about your account or the transfer you make:

- where it is necessary for completing transfers, or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- in order to comply with legal requirements, government agency or court orders, or
- if you give us your written permission.

Electronic funds transfers initiated by third parties

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at 800-908-2265 to find out whether or not the deposit has been made. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy.

In all cases, the transaction will require you to provide the third party with your account number and bank information. This information is printed on your check as well as on your deposit slip. You should provide only your bank and account information (whether over the phone, the Internet or via some other method) to trusted third parties whom you have authorized to initiate electronic funds transfers.

Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may authorize direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may authorize recurring bill payments directly from your checking or savings account(s). For more information, please see the next section, **More information on preauthorized payments.**
- **Electronic check conversion.** You may authorize a merchant or service provider to make a one time electronic payment from your checking account using information from your check to pay for purchases or pay bills. Your check will be scanned for the encoded bank and account information and the merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase or when you provide your check by other means such as by mail or drop box.
- **Electronic returned-check charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

More information on preauthorized payments

Electronic payments. You can stop payment of a periodic payment you have previously arranged. You can do so by telephone or by mail. You must call 800-908-2265 on a business day, at least three (3) business days before your payment is scheduled to be made or write to Customer Support, Bremer Service Center, PO Box 1000, Lake Elmo, MN 55042. If you call, we may also require you to put your request in writing and deliver to us within 14 days of your call notifying us to cancel the periodic payment. When you stop one of such payments, you stop all subsequent payments. If you want to restart them, you will have to rearrange with the payee for the service. Stop payments on certain other transfers: If you have authorized a transfer from your account by telephone or via the Internet by providing information about your account number at this bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us at 800-908-2265 before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). We will charge you for each stop payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount will fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **Our liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damage.

However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer
- if the transfer would go over the credit limit on your overdraft line
- if the ATM where you are making the transfer does not have enough cash
- if the ATM or system was not working properly and you knew about the breakdown when you started the transfer
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- There may be other exceptions stated in this agreement with you

Consumer liability

Tell us at once if you believe your card, security code and/or other access means have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card, security code and/or other access means, you can lose no more than \$50 if someone used your card, security code and/or other access means without your permission.

If you do not call us within two (2) business days after you learn of the loss or theft of your card, security code and/or other access means and we can prove we could have stopped someone from using your card, security code and/or other access means without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, security code, and/or other means, tell us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

For Minnesota accounts. You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes § 47.69, and may recover, in addition to the greater of actual damages or \$500, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

Contact in the event of unauthorized transfer

If you believe your card, security code and/or other access means have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call our 24-hour Customer Support at 800-908-2265 or write us at Bremer Customer Support, Bremer Service Center, PO Box 1000, Lake Elmo, MN 55042.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Error resolution notice

If you think your statement or receipt is wrong, if you need more information about a transfer listed on the statement or receipt, or in case of any errors or questions about your electronic transfers, telephone us at 800-908-2265; write us at Bremer Phone Bank, Bremer Service Center, PO Box 1000, Lake Elmo, Minnesota 55042; or e-mail us in Online Banking (Customer Service > Contact Us) as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Dollar limits on card and online banking transactions**ATM transactions per day**

You may withdraw up to a total of \$525 per day per attached account when you use your Bremer Debit Card.

Point-of-sale transactions

You may buy up to a total of \$1,500 worth of goods or services each day when you use your Bremer Debit Card.

Online banking transactions

- Outbound transfers are limited to up to \$10,000 per transfer and a maximum of \$50,000 per day
- Inbound transfers are limited to up to \$10,000 per transfer and a maximum of \$50,000 per day
- For security purposes there are limitations to the dollar amount of mobile banking internal transfers (transfers from an account held at Bremer to another account held at Bremer).

Fees

Our *Personal Account Fee Schedule* is available at all our branches and contains additional information about our fees.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Documentation

Periodic statements. For accounts that have to-or-from electronic funds transfer accessibility, periodic statements will be sent monthly when an electronic funds transfer has occurred.

Periodic statements will be sent at least quarterly if no electronic funds transfer has occurred, or if the account is inaccessible to electronic funds transfers.

Terminal transfers. You can get a receipt any time you make any electronic funds transfer at an electronic terminal/ATM.

Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at 800-908-2265 to find out whether or not the deposit has been made.

Mastercard Zero Liability protection (card transactions only)

Your card comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your card or card number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your card or card number.

Under your Mastercard Agreement, if you notify us about the unauthorized transaction **within 60 days** of when the first account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the account.

If you notify us about the unauthorized transaction **after 60 days**, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholders has contributed to the transaction in question.

Under your Mastercard Agreement, the following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- by a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- by a person you have authorized to use your card, even if that person has exceeded the authority you gave;
- requested or made with fraudulent intent by you or any person acting in concert with you;
- made by us; or
- a merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

If you suspect that your *card* has been lost or stolen, or that an unauthorized transaction has been made with the *card* or the *card number* issued to you, notify us as soon as possible by calling 800-908-2265 or the number listed on your account statement. The sooner you notify us, the sooner we can protect the linked accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined above.

Online notices

Certain laws and regulations require us to provide statements, notices, and disclosures to you in “writing” (traditionally this is defined as a paper notice). With your online consent the E-Sign Act allows us to provide these documents to you electronically. Your consent does not mean that we must provide documents electronically but instead may deliver some or all of these documents electronically. After consent is provided, you will no longer receive paper copies of the notices made available electronically. An electronic document is the legal equivalent of the paper document. You may withdraw your electronic consent at any time by changing your document delivery method online.

Currency conversion

When you use your Bremer Bank Debit Card at a merchant who settles in foreign currency, the charge will be converted into the U.S. dollar amount. The currency conversion rate used is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Advisory against illegal use of Debit Card

You agree not to use your Bremer Bank Debit Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

OTHER TERMS & CONDITIONS

Privacy statement

The most recent version of our privacy statement is available to you at your local Bremer Bank, on **bremer.com**, or by calling us at 800-908-2265.

Bank's right to indemnification

If we believe, in our sole discretion, that any instruction from you might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may require indemnification from you, satisfactory to us, before following such instructions.

Lawsuits, claims or other proceedings

You agree that any lawsuits, claims, or other proceedings arising from or relating to your account or this Agreement will be venued exclusively in the state or federal courts in the state whose laws govern your account, which will be the state where the Bremer Bank branch where you opened your account is located. You agree that if you opened your Bremer Bank account via Online Banking rather than at a branch location the laws of the state of Minnesota shall govern your account.

In any lawsuit or other legal proceeding in which you and Bremer are in different positions, you agree that you will not claim that we waited too long to make our claim or state our position and you agree not to make any claim against us in the same legal proceeding if your claim does not involve the original claim in that legal proceeding.

Telephone recording

At our sole discretion, we may, but are not required to, make and retain recordings of any telephone conversations between you and us. Any such recordings that have been made and retained by us shall be admissible in a court of law or arbitration proceeding.

Business days

For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

Legal process

If your account becomes involved in legal proceedings, your use of it may be restricted. We must comply with any notice of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant or other legal process we, in good faith, believe to be valid and applies to your account. We may charge you for handling such legal process, even if the legal process is later released.

We may charge you our normal rates for research and copies if we are not able to charge the party serving the legal process. Funds we do not make available to you in response to legal process may not earn interest.

Blocked or restrained accounts

You agree that if your account is restrained or blocked by legal process or contract, court order or government action, we may remove the funds being restrained from your account and place those funds in a control account for your benefit until your account or those funds are no longer restrained or blocked. While those funds are in the control account, you agree that the funds will not earn any interest and your account may also be subject to additional fees which we may charge to your account. You also agree to be bound by all terms in the Account Agreement governing the control account.

If you owe us money (set-off)

If you owe us money and it is due, we can use the money from any account you own with us to pay the debt. We can exercise this right of set-off at any time and for any reason allowed by law. For example, we can exercise this right in the event of a default under the terms of any debt that you owe us.

Severability

If a court decides that any term in this Agreement is void or invalid, the rest of the Agreement will remain in full force and effective.

Attorney's fees, losses and expenses

To the extent permitted by applicable law, you agree to pay all losses, costs and expenses (including, without limitation, attorney's fees) incurred by us relating to your account as a result of:

- your failure to comply with this Agreement or any other agreements relating to your account(s)
- a dispute among the account owners, beneficiaries, heirs or others claiming an interest to all or part of this account
- any legal proceedings involving your account, including any third- party claim, notice or legal action whether or not such claim is legally enforceable
- any governmental or administrative investigation
- any action taken by us to resolve or comply with such dispute, claim or investigation or to protect our interest

Bank's waiver

Nothing we do or delay in doing will amount to a waiver of any of our rights under this Agreement unless we so stated in writing with an authorized signature. We may waive any of our rights under this Agreement in any specific instance, but any such waiver shall apply to such instance only. Our failure to demand our rights on any one occasion will not result in a waiver of any of our rights on any other occasion.

Disputes of conflicting demand

If there is a dispute over any person's authority to give us instructions concerning the account, we may require the signatures of all authorized signers on any checks and other instructions.

We may also refuse to permit withdrawals from the account until we receive evidence satisfactory to us that the dispute over any person's authority to give us instructions has been resolved. If we do so, we may return checks presented for payment. However, we may, without liability to us, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. You agree that we will incur no liability to you for any delay or refusal to honor checks or other orders arising out of a dispute over ownership or control of your account.

This Page Intentionally Left Blank

800-908-2265
bremer.com

Member FDIC.
CON-1000-0519
© 2019 Bremer Financial Corporation.
All rights reserved. Bremer Bank is a registered
service mark of Bremer Financial Corporation.

EXHIBIT C



Understand Your Bremer Bank Checking Account

	Bremer Select Banking SM	Bremer Choice Banking SM	Benefit Banking
Minimum to Open	\$100	\$100	\$100
Monthly Service Fee	\$3	\$10	\$10
Monthly Minimum Balance to Avoid Monthly Service Fee	<p>Meet any one of the below account requirements;</p> <ul style="list-style-type: none"> • Enroll in free online statements OR • Are under age 21 OR • Are age 65 or over OR • During the monthly qualification period maintain a \$1,500 average balance 	<p>Do all three each monthly qualification period:</p> <ul style="list-style-type: none"> • 12 debit card transactions or \$20,000 in combined personal deposits • Online Banking with online statements • At least one direct deposit of \$500 or more posted to the account each month 	<ul style="list-style-type: none"> • \$20,000 in combined personal deposits or a Bremer Investment Services relationship AND • At least one direct deposit of \$500 or more posted to the account each month
MoneyPass[®] ATM Fee	\$0	\$0	\$0
Non-Money Pass ATM Fee	<p>\$2.75 per withdrawal transaction at non-Money Pass ATMs. Non-MoneyPass ATMs may impose additional fees and surcharges.</p> <p>You may also be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</p>	<p>\$2.75 per withdrawal transaction at non-Money Pass ATMs. Up to \$10 per month in ATM fee refunds to be credited to your account at the end of each statement cycle in which you qualified for a fee refund (includes maximum of \$5 per month of ATM surcharges and/or maximum of \$10 per month in non-MoneyPass ATM fee refunds) Non-MoneyPass ATMs may impose additional fees and surcharges.</p> <p>You may also be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</p>	<p>\$0 per withdrawal transaction at non-Money Pass ATMs. Non-MoneyPass ATMs may impose additional fees and surcharges.</p> <p>You may also be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</p>
Monthly Qualification Period	Current month statement cycle	Period begins three business days before the end of your prior month statement cycle, and continues until three business days before the end of your current month statement cycle.	Period begins three business days before the end of your prior month statement cycle, and continues until three business days before the end of your current month statement cycle.
To Qualify for Higher Interest Rate and ATM Refunds	N/A	<p>Required each monthly qualification period to obtain best interest rate and ATM refunds:</p> <ul style="list-style-type: none"> • 12 debit card transactions or \$20,000 in combined personal deposits • Online Banking with online statements • At least one direct deposit of \$500 or more posted to the account each month 	N/A
Check Printing Fee	Varies on check style/design		

Additional Checking Accounts

	Private Banking	Health Savings Account¹
Minimum to Open	\$100	\$100
Monthly Service Fee	\$20	\$0
Monthly Minimum Balance to Avoid Monthly Service Fee	Maintain \$50,000 in combined personal deposits, OR \$50,000 in monthly balances in Investment and/or Trust accounts.	N/A
MoneyPass® ATM Fee	\$0	\$0
Non-Money Pass ATM Fee	<p>\$0 per withdrawal transaction at Non-Money Pass ATMs.</p> <p>Refund of all ATM surcharges.</p> <p>You may also be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</p>	<p>\$2.75 per withdrawal transaction at Non-Money Pass ATMs.</p> <p>Non-MoneyPass ATMs may impose additional fees and surcharges.</p> <p>You may also be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</p>
Monthly Qualification Period	N/A	N/A
To Qualify for Higher Interest Rate and ATM Refunds	N/A	N/A
Check Printing Fee	Varies on check style/design	Varies on check style/design

Interest Calculation Compounding and Crediting²

Interest Calculation Method	<p><i>For all accounts except Choice qualified and Private Banking: We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.</i></p> <p><i>For Choice qualified and Private Banking accounts: We use the average daily balance method to calculate interest on your account. This method applies interest based on the average daily balance (the average daily balance is determined by adding the full amount of principal in the account for each day of the statement cycle and dividing that figure by the number of days in the statement cycle) in the account for the statement cycle for each portion of the balance associated with each interest rate tier.</i></p>
Interest Accrual	Interest begins to accrue no later than the business day we receive credit for the deposit of checks and other noncash items.
Interest Compounding and Crediting Frequency	Interest will be compounded and credited to your account every month.
Variable Interest Rate Information	<ul style="list-style-type: none"> • Your interest rate and annual percentage yield may change. • The interest rate is determined at the bank's discretion. • We may change the interest rate on your account at any time. • Refer to the Consumer Deposit Account Rate Sheet for specific interest rate information.

Overdraft Fees³

Bremer Bank defines the term “overdraft fee” to include fees assessed for overdrafts, insufficient funds, and unavailable funds. Our overdraft notices will contain one of these three terms depending on whether the account has items paid (overdraft), returned (insufficient), or held (unavailable). In each case the \$35 fee will apply.

Overdraft Fee	\$35 each time you use your account when you do not have enough money in it. There is a limit of \$140 on the amount of overdraft fees that may be assessed per day. If your account balance is overdrawn by \$5 or less at the end of the business day there is no fee.
Continuous Overdraft Fee	\$25 each time your account is overdrawn for five business days. You will be charged this fee on the sixth business day even if your account is overdrawn by \$5 or less.
Automatic Transfer Advantage Fee	\$10 per transfer when you enroll in Automatic Transfer Advantage (funds are automatically transferred from an enrolled account to cover an overdraft). Fee does not apply to Benefit Banking accounts.

ATM and Everyday Debit Card Transaction Overdraft Choices³

Choose how Bremer Bank handles your ATM and everyday debit card transactions **at merchant locations** when you don't have enough money available in your account. Regardless of which option you choose, you may also want to add Automatic Transfer Advantage to your account if you are eligible.

Option 1: Choose opt-in coverage if you want Bremer Bank to approve and pay your ATM and everyday debit card transactions, at our discretion, when you don't have enough money in your account. Overdraft fees will apply.
Option 2: If you do not opt-in for ATM and debit card coverage, Bremer Bank will NOT approve and pay your ATM and everyday debit card transactions when you don't have enough money available in your account. Since your transactions will be declined, overdraft fees will not apply.

Member FDIC

¹A \$25 HSA account setup fee may apply, see Personal Fee Schedule for details. ²Does not apply to Select Banking.

³Applies to overdrafts created by check, in-person, withdrawal, ATM withdrawal (unless precluded) or other electronic means. We do authorize and pay overdrafts for checks and other transactions using your checking account number. We do not authorize and pay overdrafts for the following types of transactions unless you ask us to: ATM transactions, debit card transactions (contact your banker for more information). We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

For additional fee information, see the Personal Fee Schedule. To obtain Annual Percentage Yield disclosures, see the Consumer Deposit Account Rate Sheet. For more details or information about your account, see the Personal Account Agreement, contact your banker, call 800-908-BANK (2265), or visit Bremer.com.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

KRISTINE CROSBY

(b) County of Residence of First Listed Plaintiff Eau Claire County, WI
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Timothy J. Becker, JOHNSON BECKER, PLLC, 444 Cedar Street, Suite 1800, Saint Paul, MN 55101; (612) 436-1800

DEFENDANTS

BREMER FINANCIAL CORPORATION

County of Residence of First Listed Defendant Ramsey County, MN
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(d)(2, 6)

Brief description of cause:

Proposed class action alleging multiple causes of action stemming from Defendant's unfair & deceptive practices.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/27/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Timothy J. Becker

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.