West Virginia E-Filing Notice

CC-24-2023-C-130

Judge: Patrick Wilson

To: Rodney Arthur Smith
rod@lawwv.com

NOTICE OF FILING

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA
Melissa Gifford v. MVB Bank, Inc.
CC-24-2023-C-130

The following order - case was FILED on 10/19/2026 10:58:56 AM

Notice Date: 10/19/2026 10:58:56 AM

Mary Allen
CLERK OF THE CIRCUIT COURT
Marion County
219 Adams St Room 211
FAIRMONT, WV 26554

(304) 367-5360
Mary.Allen@courtswv.gov

/s/ Patrick N. Wilson
Circuit Court Judge
Ref. Code: 26QL5TKKX

E-FILED | 10/19/2026 10:58 AM
CC-24-2023-C-130
Marion County Circuit Clerk
Mary Allen

In the Circuit Court of Marion County, West Virginia

Melissa Gifford,
Michael Gifford,
Plaintiffs,

v.

Case No. CC-24-2023-C-130
Judge Patrick Wilson

MVB Bank, Inc.,
Defendant

Agreed Preliminary Approval Order

Plaintiffs, Melissa and Michael Gifford, and Defendant MVB Bank, Inc., have entered into a proposed Class Action Settlement Agreement (the "Settlement"). Plaintiff has moved the Court to certify the Settlement Class under West Virginia Rules of Civil Procedure 23(a) and 23(b)(3) to grant preliminary approval to the Settlement under West Virginia Rule of Civil Procedure 23(e); to approve the form and method for giving notice of the proposed Settlement to the Settlement Class; and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant in the above-captioned case (the "Parties").

3. The Court finds that, solely for the purposes of settlement and notice, the requirements of West Virginia Rules of Civil Procedure 23(a) and 23(b)(3) have been met, specifically:

   a. The class is so numerous that joinder of all members is impracticable, as there are

thousands of Class Members;

b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Challenged Fees;

c. The claims of the Class Representatives are typical of the claims of the Class because they arise from the same Challenged Fees practices;

d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class;

e. Questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, as the claims center on the Challenged Fees practices.

f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the claims are numerous but each claim individually is not large.

4. The Court therefore **CERTIFIES** the following Plaintiff Class for settlement purposes only:

All persons who were charged one or more Challenged Fees by Defendant.

The "Challenged Fees" are: (1) Overdraft fees charged by Defendant during the Class Period on a signature-based debit card transaction that was authorized on sufficient funds and settled in the authorized amount ("APSN Fees"); and (2) Overdraft or non-sufficient funds fees charged by Defendant during the Class Period on the second or third presentment of an item that had previously been returned for insufficient funds ("Retry Fees"). Excluded from the Class are Defendant's current and former officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns, along with all judges who have presided over this matter and their immediate families and judicial staff. The Court appoints Melissa and Michael Gifford as Class Representatives, and the Court appoints CohenMalad, LLP; Stranch, Jennings &

Garvey, PLLC; and Rod Smith Law PLLC, as Class Counsel.

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Verita Global as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement. Subject to approval of invoices by Class Counsel, the Settlement Administrator is authorized to be paid for services as provided in the Settlement.

7. A final approval hearing (the "Final Approval Hearing") shall be held before the undersigned at **2:30 o'clock, on Tuesday January 5, 2027**, at 219 Adams Street, Fairmont, WV 26554, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees and expenses and any service awards from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not

participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

13. Not more than ten (10) days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel a Notice of Settlement Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Agreement, and Class Counsel shall promptly file the list with the Court.

14. Prior to the Final Approval Hearing, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

16. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

SO ORDERED.

/s/ Patrick N. Wilson
Circuit Court Judge
20th Judicial Circuit

APPROVED FOR ENTRY BY:

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Note: The electronic signature on this order can be verified using the reference code that appears in the upper-left corner of the first page. Visit www.courtswv.gov/e-file/ for more details.