IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA

MELISSA GIFFORD et al., on behalf of themselves and all others similarly situated,	)	
Plaintiffs,	)	Case No. CC-24-2023-C-130
v.	)	
MVB BANK, INC.,	)	
Defendant.	)	

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS

Court:	Circuit Court of Marion County, West Virginia
Defendant:	MVB Bank, Inc.
Plaintiffs/Class Representatives:	Melissa Gifford and Michael Gifford
Class Counsel:	CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; and Rod Smith Law PLLC
Settlement Administrator:	Verita Global
Challenged Fees:	(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"); (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")
Settlement Class:	All citizens of West Virginia who were Defendant accountholders and were charged one or more Challenged 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.
Class Period:	January 1, 2018, to March 31, 2026
Cash Payment:	$300,000
Value of the Settlement:	$300,000
Costs of Preparing the Class List:	To be borne by Defendant
Costs of Notice and Administration:	To be paid from the Settlement Fund
Costs of Providing Account Credits:	To be borne by Defendant
Attorneys' Fees Amount:	1/3 of the Value of the Settlement, to be paid from the Settlement Fund
Service Award Amount:	Up to $5,000 total, to be paid from the Settlement Fund
Cy Pres Recipients:	United Way of Harrison and Doddridge Counties United Way of Monongalia and Preston Counties Tygart Valley United Way (Marion County, WV)
Release:	As set forth in paragraph 9 of Exhibit D

Unless otherwise ordered by the Court, the following dates and deadlines apply to this agreement.

Event	*Date/Deadline*
Date of Execution	First date on which this agreement has been signed by all parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	14 days after the Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Fund the Settlement	14 days after the Date of Preliminary Approval
Deadline to Provide the Class List	14 days after the Date of Execution
Deadline to Send Notice	30 days after the Deadline to Provide the Class List or 7 dates after the Date of Preliminary Approval, whichever is later
Deadline to File Motion for Fees, Expenses, and Service Awards	15 days before the Deadline to Object
Deadline to Object	45 days after the Deadline to Send Notice
Deadline to Opt-Out	45 days after the Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after the Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	7 days after the Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 14 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The first day on which the deadline to appeal the Final Approval Order has expired, provided no objections are made and no appeal is filed by that date. Otherwise, the first day on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees and Expenses	7 days after the Date of Final Approval
Deadline to Pay Service Award	7 days after the Effective Date
Deadline to Revert Account Credits	14 days after the Effective Date
Deadline to Pay Account Credits	21 days after the Effective Date
Deadline to Re-Pay Failed Account Credits	28 days after the Effective Date
Deadline to Send Settlement Checks	35 days after the Effective Date
Deadline to Cash Settlement Checks	120 days after the Deadline to Send Settlement Checks

1. Recitals.

On September 26, 2023, Plaintiffs filed a Class Action Complaint in the Circuit Court of Marion County, West Virginia, alleging that Defendant charged APSN Fees and Retry Fees and that doing so resulted in claims for: (1) breach of contract and breach of the duty of good faith and fair dealing; and (2) unjust enrichment (the "**Complaint**"). On December 8, 2023, Defendant moved to dismiss the Complaint.

On February 20, 2024, Plaintiffs amended their complaint to add a claim for the assessment of Fees on Fees (the "**Amended Complaint**"). On March 12, 2024, Defendant moved to dismiss the Amended Complaint. The parties briefed the motion and, on April 29, 2024, the Court denied the motion to dismiss and ordered the production of certain account documents. On or around July 12, 2024, Plaintiffs amended their complaint to attach certain account documents (the "**Second Amended Complaint**"). Defendant moved to dismiss the Second Amended Complaint on August 23, 2024, the parties briefed the motion and, on October 29, 2024, the Court denied the motion to dismiss the Second Amended Complaint.

The parties then engaged in discovery, including interrogatories and document production. The parties then engaged in arm's-length settlement discussions, agreed on a settlement in principle, and finally on the detailed terms of this agreement.

2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this agreement:

Exhibit A – the "**Summary Notice**"

Exhibit B – the "**Detailed Notice**"

Exhibit C – the "**Preliminary Approval Order**"

Exhibit D – the "**Final Approval Order**"

3. Benefits to Class Members.

Defendant will provide the following benefits, which will be available, as applicable, to any person who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a "**Class Member**").

3.1. Cash Settlement Fund.

No later than the Deadline to Fund the Settlement, Defendant must pay the Cash Payment to the Settlement Administrator to be held as a common fund (the

"**Settlement Fund**") in an interest-bearing account. Any interest earned will become a part of the Settlement Fund. The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court's jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to this agreement or otherwise ordered by the Court.

Distributions to Class Members will be made from the money remaining in the Settlement Fund after deducting Court-approved payments for Costs of Notice and Administration, Attorneys' Fees, and the Service Award Amount as set forth on the Key Terms Page (the "**Net Settlement Fund**"). Each Class Member's distribution from the Net Settlement Fund will be determined by the Settlement Administrator, using the information provided on the list of Class Members (the "**Class List**"), pursuant to the following pro rata formula:

$$\text{Class Member's Distribution} = \left(\frac{\text{Total Amount of Challenged Fees Paid by Class Member}}{\text{Total Amount of Challenged Fees Paid by All Class Members}} \right) \times \text{Net Settlement Fund}$$

Each Class Member's distribution shall be capped at $36.00 times the number of Challenged Fees charged to that Class Member. In computing each Class Member's distribution, the Settlement Administrator will round distributions to the nearest cent. If the total amount of distributions calculated pursuant to this formula exceeds the total amount of the Net Settlement Fund, the Settlement Administrator may reduce distributions by one cent, beginning with the largest distribution and working toward the smallest distribution, until the total distributions equal the amount of the Net Settlement Fund.

Class Members listed on the Class List as having an open account with Defendant ("**Current Account Holders**") will receive their distribution from the Net Settlement Fund by credit to their account at Defendant, while Class Members who are not listed on the Class List as having an open account with Defendant, or whose account credit fails and is returned to the Settlement Administrator under Step 3, below (collectively, "**Former Account Holders**") will receive their distribution from the Settlement Fund by check.

Step 1: No later than the Deadline to Revert Account Credits, the Settlement Administrator will disburse to Defendant from the Net Settlement Fund the total amount of settlement payments due to Current Account Holders, along with a listing of the amounts due and to whom.

Step 2: No later than the Deadline to Pay Account Credits, Defendant must make one attempt to distribute the settlement payments through an account credit, with the credit appearing on the account statement with the legend "Credit—Class Action Settlement."

Step 3: No later than the Deadline to Re-Pay Failed Account Credits, Defendant must: (a) return to the Settlement Administrator for re-deposit in the Settlement Fund any amounts that were not successfully credited to an account, along with a list identifying each Class Member whose account credit failed; and (b) provide to Class Counsel a statement under oath attesting to the amount of credits successfully applied to accounts. The Costs of Providing Account Credits will be paid as set forth on the Key Terms Page.

Step 4: No later than the Deadline to Send Settlement Checks, the Settlement Administrator must distribute payments due to Former Account Holders from the Settlement Fund by check with an appropriate legend, in a form approved by Class Counsel, and with an indication that the check will expire on the Deadline to Cash Settlement Checks.

In administering distribution of the Settlement Fund, the Settlement Administrator is authorized to void and reissue checks, to make corrections to checks, and to take reasonable measures that will promote payments being collected by Class Members. The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

If monies remain in the Settlement Fund after the Deadline to Cash Settlement Checks ("**Residual Funds**"), 100% of the funds represented by the uncashed settlement checks will be given to West Virginia Legal Aid. Any remaining Residual Funds will be distributed as follows:

- 25% shall be distributed to West Virginia Legal Aid pursuant to Rule 23(h);
- 25% shall be distributed in equal parts to each of the Cy Pres Recipients listed on the Key Terms page; and
- 50% shall be returned to Defendant.

If the settlement fails to become effective for any reason, the Settlement Administrator shall promptly return any funds remaining in the Settlement Fund to Defendant, less the costs of notice and administration already incurred.

4. Releases.

In exchange for the benefits of this agreement, the Class Members will provide and be bound by the release set forth in the Final Approval Order.

5. Process for Court Approval of Settlement.

This entire agreement is contingent on the parties obtaining Court approval of the agreement.

5.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order. Defendant will not oppose the motion, including not opposing class certification for purposes of settlement.

5.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with the Class List, which must contain the following information for each member of the Settlement Class in Microsoft® Excel format:

- Account identifier (such as account number)
- Full name of the primary accountholder
- Last known address of the primary accountholder
- Email address (if the accountholder has consented to electronic notice)
- Total amount of Challenged Fees charged during the Class Period
- An indication of whether the account remains open or is closed

The Class List may not be disseminated to anyone other than the Settlement Administrator, which must keep the Class List confidential. The Settlement Administrator must sign a confidentiality agreement that includes security provisions consistent with applicable law.

Before sending notice, the Settlement Administrator must update the addresses on the Class List using the United States Postal Service's National Change of Address service, as well as a service, such as Probe 260 or Lexis/Nexis Accurint, to update address data.

5.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

(a) Establish a website at a URL agreed to by Class Counsel and Defendant's Counsel (the "**Settlement Website**") and post the Detailed Notice to the Settlement Website

(b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator

(c) E-mail the Summary Notice to all persons on the Class List for whom an email address is provided

(d) Mail the Summary Notice by United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email.

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that member of the Settlement Class. If any mailed Summary Notice is returned as undeliverable with a forwarding address then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address then the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

5.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice. Any person who submits a valid and timely request to opt-out will be excluded from the settlement and will not be bound by any of its terms, including the release. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendant.

If more than 5% of the members of the Settlement Class opt-out, Defendant may terminate this agreement by providing written notice to Class Counsel no later than the Deadline to Terminate for Opt-Outs, in which event this agreement shall become null and void.

5.5. Right of Class Members to Object.

Any Class Member may object to the Settlement by complying with the requirements to submit an objection set forth in the Detailed Notice.

5.6. Final Approval.

At the final approval hearing, the Class Representatives and Defendant must move the Court to enter the Final Approval Order.

5.7. Effective Date.

This agreement will become effective and binding on the Effective Date.

6. Attorneys' Fees, Expenses, and Service Award

No later than the Deadline to File Motion for Fees, Expenses, and Service Awards, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus a service award to the Class Representatives of up to the Service Award Amount listed on the Key Terms Page, to be paid from the sources set forth on the Key Terms Page. Defendant agrees to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees and Expenses, Class Counsel shall be paid the amounts awarded by the Court for fees and expenses from the sources listed on the Key Terms Page. No later than the Deadline to Pay Service Awards, the Class Representatives shall be paid the amount awarded by the Court for a service award from the sources listed on the Key Terms Page.

7. No Admission of Liability/Agreement Not Binding Absent Approval.

Defendant is entering into this agreement solely to compromise and settle the lawsuit and to avoid the expense and uncertainty of continued litigation. This agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendant expressly denies any wrongdoing, misconduct, or liability in the lawsuit. In addition, nothing in this agreement or related to this settlement may be cited as authority by any party and shall not stand as support for contested class certification in any other cases.

If this agreement fails to become effective, or is voided, for any reason, then: (i) no act, statement, or filing in furtherance of this agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the parties to this agreement shall be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; and (iii) Defendant shall be entitled to object to certification of any class in this lawsuit.

8. Additional Terms

8.1. Agreement to Effectuate This Settlement

The Class Representatives, Class Counsel, Defendant, and Defendant's counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this agreement; and (iii) Class Representatives and Class Counsel shall each

provide a Form W-9 to Defendant and its insurer and the Settlement Administrator prior to receiving the payments set forth above.

8.2. Integration Clause

This agreement, and all exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this agreement, and can be modified only in writing. The agreement is an integrated agreement, and no promise, inducement, or agreement separate from this agreement has been made to the parties. The terms of this agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

8.3. Execution in Counterparts and by Electronic Signature

This agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

8.4. No Construction Against the Drafter

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

8.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This agreement, and all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this agreement and related documents must be brought in the Court.

[Remainder of this page intentionally left blank]

9. Signatures

Each party is signing as of the date indicated next to that party's signature.

MVB Bank, Inc.

Dated: _____ By: _____

Its: _____

Counsel for MVB Bank, Inc.

Dated: _____ By: _____

Matthew P. Heiskell
Spilman Thomas & Battle, PLLC

Class Representatives

Dated: 08/23/2026 Melissa Gifford (08/23/2026 14:01:41 EDT)

Melissa Gifford

Melissa Gifford (08/23/2026 14:01:41 EDT)

Michael Gifford

Class Counsel

Dated: 08/14/2026 By: Marty Schubert (08/14/2026 17:48:55 CDT)

Marty Schubert
Stranch, Jennings & Garvey, PLLC

[Remainder of this page intentionally left blank]

Exhibit A – Summary Notice

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

There has been a proposed class action settlement in the lawsuit entitled *Gifford et al. v. MVB Bank, Inc.*., No. CC-24-2023-C-130, which is pending in the Circuit Court of Marion County, West Virginia. In the lawsuit, Plaintiffs Melissa and Michael Gifford ("Plaintiffs") alleged that, from January 1, 2018, to March 31, 2026, Defendant MVB Bank, Inc. ("Defendant") improperly charged the following (the "Challenged Fees"): (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 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"). Defendant denies any wrongdoing, but it has agreed to settle to avoid the burden and expense of litigation. If you are a member of the Settlement Class and the settlement is approved, you may be entitled to receive a cash payment from the $300,000 Settlement Fund. The amount and nature of the benefits you are entitled to will be determined by an independent Settlement Administrator based on the settlement agreement and not by Defendant. You do not need to make any claim for benefits; if the settlement is granted final approval you will automatically be sent any benefits to which you are entitled, including through an account credit or check.

The Court has preliminarily approved this settlement. It will hold a final approval hearing on [DATE OF FINAL APPROVAL HEARING and TIME] at [LOCATION]. You do not need to attend this hearing. At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve payment of attorneys' fees up to 1/3 of the Value of the Settlement to be paid from the Settlement Fund, payment of a service award up to $5,000 total to the Class Representatives, to be paid from the Settlement Fund, and reasonable expenses. If the Court grants final approval and you do not request to be excluded from the settlement, in exchange for the benefits made available under the settlement, you will release your right to bring any claim covered by the settlement.

To obtain more information and other important documents, please visit: [SETTLEMENT WEBSITE ADDRESS]. Alternatively, you may call [PHONE NUMBER].

If you do not want to participate in this settlement—you do not want to receive a cash payment or other benefit and you do not want to be bound by any judgment entered in this lawsuit—you may exclude yourself by submitting an opt-out request. If you do not opt-out, you may object to the settlement by submitting a written objection. Any request to opt-out or any objection must be postmarked no later than [DEADLINE TO OBJECT]. You may learn more about the opt-out and objection procedures and requirements by visiting [SETTLEMENT WEBSITE] or calling [PHONE NUMBER].

Exhibit B – Detailed Notice

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA
Melissa Gifford et al. v. MVB Bank, Inc., Case No. CC-24-2023-C-130

If you were assessed a Challenged Fee by MVB Bank, Inc., you could get a payment from a class action settlement.

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

- The settlement relates to the following fees (the "Challenged Fees") that MVB Bank, Inc. ("Defendant") charged from January 1, 2018, to March 31, 2026: (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"). If you were charged such a fee, you are a member of the Settlement Class.

- Class Members who do nothing will automatically receive a check or account credit. Payments and credits will be from the Net Settlement Fund based on a percentage of the amount of applicable fees paid. The maximum Payment or credit each Class Member may receive is a full refund of the fees paid by that Class Member. The amount of these payments will be determined by an independent settlement administrator and not by Defendant.

- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	**Automatically receive a settlement check or account credit once the settlement is finally approved.** Give up the right to bring a separate lawsuit about the same issue.
EXCLUDE YOURSELF	Get no benefits from the settlement. Keep the right to bring a separate lawsuit about the same issue at your own expense.

OBJECT	Write to the Court about why you don't like the settlement. If the settlement is approved you will still automatically receive a check or account credit and give up the right to bring a separate lawsuit about the same issue.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement.

BASIC INFORMATION

1. Why did I get this notice?

If you received a postcard notice or email relating to this case then the records of Defendant show that you were assessed a Challenged Fee (as defined in the first bullet point on page 1). Because of this, you are a member of the Settlement Class, and you may be affected by this class action settlement.

The Court is providing this notice because you have a right to know about the proposed class action settlement, and about your options, before the Court decides whether to approve the settlement. If you do nothing and the Court approves the settlement, and after any appeals are resolved, the benefits of the settlement will be provided to you.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

The Court in charge of the case is Circuit Court of Marion County, West Virginia, and the case is known as *Gifford et al. v. MVB Bank, Inc*. The persons who sued are called the Plaintiffs, and the bank sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that Defendant improperly assessed the fees described in the first bullet point on page 1, above. Defendant denies that it did anything wrong. Defendant claims that it was allowed to assess these fees and properly did so in accordance with the terms of its account agreements and applicable law.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Melissa and Michael Gifford) sue on behalf of themselves and other people who have

similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action solely for the purposes of settlement and notice. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. Defendant does not in any way acknowledge, admit to or concede any of the allegations in the lawsuit and expressly disclaims and denies any and all fault or liability for the charges that have been alleged in this lawsuit. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will be provided with benefits from this settlement, you first have to decide if you are a Class Member.

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

If you received an email or postcard notice addressed to you then you are a member of the Settlement Class, you will be a part of the settlement, and the applicable benefits of the settlement will be provided to you, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

The Defendant has agreed to pay $300,000 into a Settlement Fund to settle this case. As discussed separately below, attorneys' fees, litigation costs, the costs of this notice and the costs of distributing the settlement benefits, among other settlement administration costs, and a service award to the Class Representatives, will also be paid out of the Settlement Fund.

7. What can I get from the settlement?

After deducting the attorneys' fees and expenses, costs of notice and administration, and service award to the Class Representatives approved by the Court, there will be a Net

Settlement Fund available for distribution to Class Members. Each Class Member will be paid from this fund on a pro rata basis, based on the amount of applicable Challenged Fees paid by the Class Member, up to the full amount of Challenged Fees potentially paid by the Class Member. For example, a Class Member who paid $100 in applicable fees will receive a check or account credit for twice as much as a Class Member who paid $50 in applicable fees.

The actual amount of any Class Member's check or account credit will be determined by an independent settlement administrator based on the following formula:

$$\text{Class Member's Distribution} = \left(\frac{\text{Total Amount of Challenged Fees Paid by Class Member}}{\text{Total Amount of Challenged Fees Paid by All Class Members}} \right) \times \text{Net Settlement Fund}$$

You will not receive more in the settlement than the amount of the applicable fees that you paid during the Class Period and are likely to receive less.

8. What do I need to do to receive a payment from the settlement?

You do not need to do anything to receive a payment from the settlement or account credit. As long as you do not exclude yourself, you will receive a settlement payment or account credit if the settlement is approved and becomes final and if you are eligible. If your address changes, however, please call the number at the bottom of this notice to report the address change so that your payment reaches you.

9. When would I get my payment?

The Court will hold a hearing on **[DATE OF FINAL APPROVAL HEARING]** to decide whether to approve the settlement. You do not need to attend. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year. You do not need to do anything to receive your payment.

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

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims that were or could have been brought in *this* case. It also means that all of the Court's orders will apply to you. Once the settlement is final your claims relating to claims that were or could have been brought in *this* case will be released and forever barred.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment, account credit, or any other benefits from this settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

11. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Gifford et al. v. MVB Bank, Inc.* The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **[DEADLINE TO OPT-OUT]** to:

Gifford et al. v. MVB Bank, Inc. Exclusions
[Notice Administrator Address 1]
[Notice Administrator Address 2]
[City], [State] [ZIP].

You can't exclude yourself on the phone or by e-mail or by letter to a different address. If you ask to be excluded, you will not get any settlement payment or credit and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

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

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember that the exclusion deadline is **[DEADLINE TO OPT-OUT]**.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money or benefits from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; and Rod Smith Law PLLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 1/3 of the Value of the Settlement to be paid from the Settlement Fund, plus reimbursement of expenses, and a service award to the Class Representatives of up to $5,000 total, to be paid from the Settlement Fund. The amount of the attorneys' fees, expenses, and service awards must be approved by the Court.

OBJECTING TO THE SETTLEMENT

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

16. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. The Court will consider your views. To object, you must send a letter saying that you object to *Gifford et al. v. MVB Bank, Inc.* You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any evidence or legal argument that supports your objection. You must mail the objection to the following address postmarked no later than **[DEADLINE TO OBJECT]**:

Gifford et al. v. MVB Bank, Inc. Objections
[Notice Administrator Address 1]
[Notice Administrator Address 2]
[City], [State] [ZIP].

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend the hearing. However, if you wish, you may attend and you may ask to speak.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **[DATE OF FINAL APPROVAL HEARING and TIME]** at **[LOCATION]** or by telephonic or videoconference, which will be listed on the settlement website. At this hearing, the Court will consider whether the

settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 20 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. You are not required to attend this hearing.

19. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Gifford et al. v. MVB Bank, Inc.*" You must include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must be postmarked no later than **[DEADLINE TO OBJECT]**, and be sent to the address listed under question 16 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph and must file an appearance in accordance with the applicable rules of the Court.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, and you will be provided the payments or account credit and any other benefits provided by the settlement once it becomes final. In exchange for the payment or credit you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims released in the Settlement Agreement.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details, including the settlement agreement, are available on the settlement website [add URL]. You can also call toll free [PHONE #]. Be sure to state that you are calling about the *Gifford et al. v. MVB Bank, Inc.* settlement.

Exhibit C – Preliminary Approval Order

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA

MELISSA GIFFORD et al., on behalf of themselves and all others similarly situated,	)	
Plaintiffs,	)	Case No. CC-24-2023-C-130
v.	)	
MVB BANK, INC.,	)	
Defendant.	)	

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 _____ o'clock, on [May]_____, 2026, 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.

Dated: _____

Exhibit D – Final Approval Order

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA

MELISSA GIFFORD et al., on behalf of themselves and all others similarly situated,	)	
Plaintiffs,	)	Case No. CC-24-2023-C-130
v.	)	
MVB BANK, INC.,	)	
Defendant.	)	

FINAL APPROVAL ORDER

WHEREAS, Plaintiffs, Melissa and Michael Gifford, and Defendant, MVB Bank, Inc., entered into the Class Action Settlement Agreement ("Settlement");

WHEREAS, this Court previously entered the Preliminary Approval order, which certified, for settlement and notice purposes only, the following class (the "Class"):

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"). The Class Period is January 1, 2018 through March 31, 2026. 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.

WHEREAS, the persons listed on the attached List of Exclusions have timely requested exclusion from the Class and are hereby excluded from the Class, not bound by the Settlement, and not entitled to the benefits of the Settlement;

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to the members of the Settlement Class, directing that appropriate notice of the Settlement be given to the Settlement Class, and scheduling a hearing on final approval;

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order: (1) the Settlement Administrator caused the Notice to be emailed and/or mailed by United States First Class Mail to all known members of the Class; and the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on _____ ___, 2026, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the "Final Approval Hearing"); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in

the Lawsuit, the benefits to the Class Members under the Settlement and the risks, complexity, expense, and probable duration of further litigation;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

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 this case (the "Parties").

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. The Class Representatives and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement.

5. The Settlement is the product of good faith, arm's-length negotiations by the Class Representatives and Class Counsel, and Defendant and Defendant's Counsel, and the Class and Defendant were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the notice given to members of the Class—individuals emailed or mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of the applicable rules and Due Process.

7. The Settlement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the

Class Representatives, the Class, Class Counsel, Defendant, and Defendant's Counsel to effectuate the Settlement according to its terms.

8. The Settlement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement, and the method and recipients for receipt of any *cy pres* payments, and the parties are authorized to implement distribution of the Settlement Fund after deductions for fees, expenses, and service awards as approved by the Court. The Court shall have continuing jurisdiction over the Settlement Fund.

9. Upon the occurrence of the Effective Date of the Settlement, the Class Representatives and the Class Members release and forever discharge Defendant and its insurers, and including but not limited to their members, current and former officers, directors, employees, attorneys and agents (the "Released Parties") from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the claims asserted, or which could have been asserted, relating to the Challenged Fees charged during the Class Period. The release shall not extend to any claims by Class Members for bodily injury or under the Servicemembers Civil Relief Act.

10. Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representatives or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims. Notwithstanding the foregoing, nothing in this Order shall be construed

as a release or waiver of any obligation of any Class Representatives, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in the Settlement. Any such debts, loans, and credit obligations shall continue by governed by the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in the Settlement.

11. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit. The Court retains jurisdiction over the Settlement, the parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

LIST OF EXCLUSIONS

[No timely exclusions were filed; or list each exclusion here]

Class Action Settlement Agreement-Gifford et al v MVB Bank, Inc

Final Audit Report 2026-08-23

Created:	2026-08-11 (Central Daylight Time)
By:	April Cook (acook@stranchlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjpVH-JYobhMmrtdujujWMkMHZ7gs0cil

"Class Action Settlement Agreement-Gifford et al v MVB Bank, Inc" History

Document created by April Cook (acook@stranchlaw.com)
2026-08-11 - 11:06:25 AM CDT

Document emailed to thegiffords@frontiernet.net for signature
2026-08-11 - 11:07:18 AM CDT

Document emailed to Marty Schubert (mschubert@stranchlaw.com) for signature
2026-08-11 - 11:07:18 AM CDT

Email viewed by Marty Schubert (mschubert@stranchlaw.com)
2026-08-14 - 5:48:43 PM CDT

Document e-signed by Marty Schubert (mschubert@stranchlaw.com)
Signature Date: 2026-08-14 - 5:48:55 PM CDT - Time Source: server - Signature Appearance Selected: DRAW

Email viewed by thegiffords@frontiernet.net
2026-08-21 - 9:43:02 PM CDT

Signer thegiffords@frontiernet.net entered name at signing as Melissa Gifford
2026-08-23 - 1:01:39 PM CDT

Document e-signed by Melissa Gifford (thegiffords@frontiernet.net)
Signature Date: 2026-08-23 - 1:01:41 PM CDT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-08-23 - 1:01:41 PM CDT