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 receive notice?

If you received a postcard notice or email notice 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 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 notice 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 notice 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 **January 25, 2027**, 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 stating 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 **January 2, 2027**, to:

***Gifford, et al. v. MVB Bank, Inc.* Exclusions**
P.O. Box 301130
Los Angeles, CA 90030-1130

You can't exclude yourself on the phone, by email 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 **January 2, 2027**.

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 stating 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 **January 2, 2027**:

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 on **January 25, 2027, at 10:30 a.m.** at Marion County Courthouse, 219 Adams Street, Fairmont, WV 26554, 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 stating 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 **January 2, 2027**, 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 www.GiffordFeesSettlement.com. You can also call toll-free 1-888-808-2690. Be sure to state that you are calling about the *Gifford, et al. v. MVB Bank, Inc.* settlement.