

EXHIBIT

1

**UNITED STATES DISTRICT COURT
DISTRICT OF WYOMING**

BRIAN PURNELL, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

SUMMIT NATIONAL BANK,

Defendant.

Case No. 2:24-cv-00190-KHR

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Brian Purnell (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) Summit National Bank (“Defendant” or “Summit”) in the case titled *Purnell v. Summit National Bank*, Case No. 2:24-cv-00190-KHR, United States District Court for the District of Wyoming. Plaintiff and Defendant are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

I. FACTUAL BACKGROUND AND RECITALS

1. On or about May 15, 2024, Summit discovered suspicious activity within a Summit National Bank email account. Summit’s investigation determined that an unauthorized actor gained access to the affected email account between May 13 and May 16, 2024 (the “Data Incident”). Plaintiff alleged that this Data Incident impacted certain personally identifiable information (“PII”) of Summit’s current and former customers, specifically: names, addresses, Social Security numbers, and financial account information. On August 16, 2024, Summit began notifying Plaintiff and Settlement Class Members about the Data Incident.

2. Plaintiff filed his Class Action Complaint against Defendant on September 23, 2024, alleging claims for negligence, negligence per se, breach of implied contract, and unjust enrichment. ECF No. 1. On December 9, 2024, Summit filed a Motion to Dismiss Plaintiff’s Complaint, which Plaintiff opposed with a comprehensive memorandum on December 23, 2024.

3. Before the Court ruled on the motion to dismiss, the Parties jointly filed a Motion to Stay Deadlines, having conferred and believing that the Litigation could be resolved through early settlement discussion. On January 27, 2025, the Court entered an Order Granting the Parties’ Joint Motion to Stay Deadlines.

4. The Court ordered that proceedings be stayed pending settlement discussions. Accordingly, the Parties engaged in informal discovery, mutually exchanging information and

evaluating the relevant facts, law, and defenses and claims of each Party. Over the course of several months, the Parties continued to engage in good faith negotiations, ultimately reaching the terms of the settlement on August 6, 2025. That same day, Plaintiff notified the Court that the terms of this Settlement had been reached in principle.

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. Summit denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint. Despite Summit's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Summit desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

7. The Parties now enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

10. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator and which shall be paid from the Settlement Fund.

11. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

12. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

13. “**Class Counsel**” shall mean Terence R. Coates and Jonathan T. Deters of Markovits, Stock & DeMarco, LLC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.

14. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

15. “**Court**” shall mean the Honorable Judge Kelly H. Rankin, or any other District Court Judge of the United States District Court for the District of Wyoming presiding over this Litigation.

16. “**Credit and Identity Theft Monitoring**” means three years of three-bureau credit monitoring and identity theft protection. All valid claimants shall have the ability to claim three (3) years of Identity Theft Monitoring.

17. “**Data Incident**” means the unlawful and unauthorized third-party activity on Summit’s computer systems that Summit discovered on or about May 15, 2024, and which is the subject of this Litigation.

18. “**Defendant**” shall mean Summit National Bank.

19. “**Defendant’s Counsel**” shall mean Michael Jervis of Mullen Coughlin LLC and Robert J. Walker and John M. Walker of Walker Law, LLP.

20. “**Effective Date**” shall mean the date when each and of all of the following conditions have occurred: (1) This Settlement Agreement has been fully executed by all Settling Parties and their counsel, (2) the Court has entered the Preliminary Approval Order without material change, (3) the Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court; (4) Summit National Bank has not exercised its option to terminate the Settlement Agreement, (5) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and (6) the Judgment has become Final.

21. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as Service Award for the Class Representative.

22. “**Fee Award and Expenses**” means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

23. “**Final**” means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s). Notwithstanding the foregoing, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is “Final” as defined herein or any other aspect of the Final Approval Order and Judgment.

24. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representative.

25. “**Final Approval Order**” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;
- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

26. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

27. “**Litigation**” shall mean the action captioned titled *Purnell v. Summit National Bank*, Case No. 2:24-cv-00190-KHR, United States District Court for the District of Wyoming.

28. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

29. “**Net Settlement Fund**” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (1) Settlement Notice and Administrative Expenses; (2) Fee Award and Expenses; and (3) Service Award.

30. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits B and C**. The Notice Deadline in this case will be 30 days after the Preliminary Approval Order is entered.

31. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members and will occur 30 days after the Preliminary Approval Order is entered.

32. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with preparing and sending the required notices to appropriate state and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

33. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

34. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

35. “**Out-of-Pocket Losses**” means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation. “Out-of-Pocket Losses” include things such as losses related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or ID theft insurance, and such expenses must be fairly traceable to the Data Incident and not already reimbursed by a third party. Out-of-Pocket Losses will be paid from the Settlement Fund.

36. “**Parties**” shall mean Plaintiff and Defendant, collectively.

37. “**Plaintiff**” or “**Class Representative**” shall mean the named class representative, Brian Purnell.

38. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

39. “**Pro Rata Cash Payment**” means a pro rata cash payment of the Net Settlement Fund after payment of valid claims for Unreimbursed Losses.

40. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

41. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

42. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

43. “**Remainder Funds**” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund authorized by this Settlement Agreement have been paid and Approved Claims to Settlement Class Members have been made. The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. Subject to Court approval, the Remainder Funds will be sent to a charitable organization, Legal Aid of Wyoming, as a *cy pres* distribution.

44. “**Service Award**” shall have the meaning ascribed to it as set forth in Section XI of this Settlement Agreement. The Service Award requested in this matter will be \$4,000 to Plaintiff, subject to court approval, and is to be paid from the Settlement Fund.

45. “**Settlement Administrator**” means, subject to Court approval, Atticus Administration, LLC, an entity selected and supervised by Class Counsel and Defendant to administer the settlement.

46. “**Settlement Class**” or “**Class**” means “All individuals residing in the United States who were sent a notice by Summit informing them of the Data Incident Summit discovered in May 2024.” Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. The Settlement Class consists of approximately 10,912 individuals.

47. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, current or last known residential mailing address, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within fourteen (14) days of the entry of the Preliminary Approval Order.

48. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

49. “**Settlement Fund**” means the non-reversionary common fund amount of four hundred thousand dollars (\$400,000.00) to be paid by, or on behalf of, Defendant, including any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

50. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment to a Settlement Class Member from the Settlement Administrator from the Settlement Fund.

51. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-D** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until 150 days after the Effective Date.

52. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member.

53. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

III. SETTLEMENT FUND

54. **Establishment of Settlement Fund.** Defendant agrees to make a payment of and cause to be paid into, the Settlement Fund as follows: (a) Within 30 days of the Court granting preliminary approval of this Settlement Agreement, Defendant shall pay to the Settlement Administrator an amount estimated by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund) required to defray the actual expenses of notice to Settlement Class Members; (b) within 30 days after the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund; For the avoidance of doubt Defendant’s liability shall not exceed Four Hundred Thousand Dollars (\$400,000). To the extent this Settlement Agreement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration of the Settlement. The

Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Following D Final Approval, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

55. Payment of Notice and Administration Expenses: Any Notice and Administrative Expenses that are required to be paid prior to the Effective Date will be paid for or caused to be paid directly by Defendant. The total amount of Notice and Administrative Expenses paid prior to the Effective Date shall be treated as if paid from the Settlement Fund and shall reduce the amount that Defendant will be required to pay or cause to be paid into the Settlement Fund after the Effective Date. Any Notice and Administrative Expenses that are owed after the funding of the Settlement Fund pursuant to paragraph 54 of the Settlement Agreement shall be paid directly from the Settlement Fund.

56. Qualified Settlement Fund. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

57. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs **84-86**.

58. Use of the Settlement Fund. As further described in this Agreement and in Exhibit B, the Settlement Fund shall be used by the Settlement Administrator to pay for the following (although not in this order): (1) reimbursement for Out-of-Pocket Losses; (2) Pro Rata Cash Payments; (3) Credit Monitoring and Identity Theft Services; (4) Notice and Administrative Expenses; (5) Service Award payment approved by the Court; and (6) the Fee Award and Expenses awarded by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this paragraph shall rest solely with the Settlement Administrator and neither

Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating such payments.

59. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

IV. CAFA NOTICE

60. The Claims Administrator will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Court grants Preliminary Approval of this Settlement.

V. SETTLEMENT BENEFITS AND ADMINISTRATION

61. The Settlement Administrator will agree to make the following compensation from the Settlement Fund available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Parties' counsel, if they dispute the Settlement Administrator's initial determination.

- i. **Compensation for Out-of-Pocket Losses:** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Settlement Class Members with ordinary and/or extraordinary economic losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by

themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Class Members may receive compensation for both Out-of-Pocket Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

- ii. **Pro Rata Cash Payment**: Settlement Class Members may elect to make a claim for a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses, and Credit and Identity Theft Monitoring. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. The amount of the Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. Class Counsel predicts the value of pro rata payments will be roughly \$175 per valid claimant assuming a 10% Valid Claims rate.
- iii. **Credit and Identity Theft Monitoring**: All Settlement Class Members may file a claim for three (3) years of three-bureau credit monitoring and identity theft protection services. This benefit may be selected in addition to any claim for Out-of-Pocket Losses and/or Pro Rata Cash Payment.

62. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for unreimbursed ordinary and/or extraordinary economic losses reflect valid unreimbursed economic losses actually incurred that are fairly traceable to the Data Incident, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

63. **Assessing Claims for Pro Rata Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for a Pro Rata Cash Payment. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for an Pro Rata Cash Payment or any other benefits made available under this Settlement Agreement.

64. **Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Award) to make payments

for Approved Claims in this order: Credit and Identity Theft Monitoring; Out-of-Pocket Losses; followed by payments for Approved Claims for Pro Rata Cash Payments.

65. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

66. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Summit after the Effective Date. To the extent any monies remain in the Remainder Fund more than 150 days after the distribution of Settlement payments to the Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, the Remainder Funds will be sent to a charitable organization that is jointly proposed by the parties and approved by the Court as a *cy pres* distribution.

67. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

68. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

69. **Settlement Administration Fees.** The Settlement Fund amount provided by Defendant, or on behalf of Defendant, will pay the entirety of the Notice and Administrative

Expenses, including the cost of Notice. The Parties agree to rely upon postcard reminder notice (to the extent that a reminder notice is necessary), and to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class. Settlement Administration Fees shall be paid through the Settlement Fund and are limited to the common fund amount.

70. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

71. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond payment of monies into the Settlement Fund in the amount set forth in Paragraph 54 above.

72. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail notice.

73. After the Court enters an order approving the final Settlement Agreement, the Settlement Administrator shall make payments to all Settlement Class Members that made a valid claim, subject to the procedure set forth herein.

74. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

VI. ADDITIONAL SECURITY MEASURES

75. **Additional Security Measures.** Summit has confirmed that it has made certain changes to its information security and affirm the implementation of additional security measures to Class Counsel. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund.

VII. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

76. **Notice.** Within fourteen (14) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within

thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known. To the extent that Class Counsel believes that reminder notices should be sent to Settlement Class Members, Counsel for the Parties may direct the Settlement Administrator to send reminder notices to Settlement Class Members, which shall be sent sixty (60) days after the Notice Date and the cost of which shall be Notice and Administrative Expenses that are paid from the Settlement Fund. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the “Notice Plan.”

77. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraph 79 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

78. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion,” a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

79. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

80. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the

Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

81. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

82. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after the Settlement Administrator notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

83. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

IX. MODIFICATION AND TERMINATION

84. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

85. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

86. **Effect of Termination.** In the event of a termination as provided in Paragraphs 84-86, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

X. RELEASES

87. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Defendant and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Incident (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

88. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settlement Class Representative and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of

unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

89. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

90. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

91. **Release of Class Representative and Class Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representative and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

92. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against the Settlement Class Representative and Class Counsel or based on any actions taken by the Settlement Class Representative and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XI. SERVICE AWARD PAYMENTS

93. **Service Award Payment.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representative in recognition for their contributions to this Action not to exceed \$4,000. The Settlement Administrator shall make the

Service Award payments to the Settlement Class Representative from the Settlement Fund. Such Service Award payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than 30 days after the Effective Date.

94. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Award in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

XII. ATTORNEYS' FEES, COSTS, EXPENSES

95. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one third of the value of the Settlement, or \$133,333.33, and litigation expenses up to \$15,000.00. Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than 35 days after the Effective Date.

96. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

XIII. NO ADMISSION OF LIABILITY

97. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

98. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIV. MISCELLANEOUS

99. **Publicity.** The Parties agree that they shall not publicize this Settlement, Settlement Fund or Settlement Payment, the amount or sum of individual Settlement Class Representative's or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required. If any Party believes a statement is made in violation of this provision, the Parties shall

meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

100. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

101. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

102. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

103. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

104. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

105. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

106. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Wyoming, without regard to the principles thereof regarding choice of law.

107. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

108. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Terence R. Coates
Markovits, Stock & DeMarco, LLC

119 E. Court Street, Suite 530
Cincinnati, OH 45202
tcoates@msdlegal.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Michael Jervis
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
mjervis@mullen.law

The notice recipients and addresses designated above may be changed by written notice.

109. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

110. **Confidentiality of Discovery Material.** The Parties, Counsel for the Parties, and any retained or consulting experts, agree that each of them remain subject to the Confidentiality Agreement.

111. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

112. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

113. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

DocuSigned by:

E778C24D1DE34FC...
Plaintiff Brian Purnell

Defendant Summit National Bank

Dated: September 24, 2025

Dated: September 24, 2025

119 E. Court Street, Suite 530
Cincinnati, OH 45202
tcoates@msdlegal.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Michael Jervis
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
mjervis@mullen.law

The notice recipients and addresses designated above may be changed by written notice.

109. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

110. **Confidentiality of Discovery Material.** The Parties, Counsel for the Parties, and any retained or consulting experts, agree that each of them remain subject to the Confidentiality Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

Plaintiff Brian Purnell

DocuSigned by:
John Miller
4285B60AEB82403

Defendant Summit National Bank

Dated: September 24, 2025

Dated: September 24, 2025



Michael Jervis
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Telephone: (267) 930-4498
Email: mjervis@mullen.law

/s/

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John M. Walker
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P.O. Box 22409
Cheyenne, WY 82003
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Robert@WyoCounsel.com
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*Counsel for Plaintiff and Proposed Settlement
Class Counsel*



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jdeters@msdlegal.com

/s/ _____
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John M. Walker
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Cheyenne, WY 82003
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Robert@WyoCounsel.com
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Counsel for Defendant Summit National Bank

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Phone: (303) 473-8977
Email: keith@nachbarlaw.com

*Counsel for Plaintiff and Proposed Settlement
Class Counsel*

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Settlement Administrator provides W-9 to Summit	5 days after Preliminary Approval Order
Summit provides list of Settlement Class Members to the Settlement Administrator	14 days after Preliminary Approval
Summit to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Deadline (if needed)
Class Counsel’s Motion for Attorneys’ Fees, Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Deadline
Opt-Out Deadline	60 days after Notice Deadline
Claims Deadline	90 days after Notice Deadline
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Deadline
<u>Final Approval Hearing</u>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Payment of Attorneys’ Fees and Expenses Class Representative Service Award	35 days after Effective Date
Settlement Website Deactivation	150 days after Effective Date

EXHIBIT

A

XXXXXXXXXXXXXXXXXX

Unique ID: XXXXXXXXXXXXXXXX

Instructions. Please follow the instructions below and answer the questions as instructed.

CASH PAYMENT

Would you like to receive a cash payment under the Settlement? (select one)

Yes No

**** *The Parties estimate that payments under this option will be approximately \$175 to the extent 10% of the roughly 10,912 person Settlement Class submit Valid Claims for pro rata cash payments. However, the value of payments under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, fees, and expenses, excluding claims for Identity Theft Monitoring. You do not need to suffer unreimbursed economic losses or expenses to receive this payment.***

COMPENSATION FOR DOCUMENTED OUT-OF-POCKET LOSSES

The Settlement also provides compensation for documented Out-of-Pocket Losses or expenses incurred on or after May 2024 as a result of the Data Incident, up to a maximum reimbursement of \$5,000. Examples of losses or expenses that can be reimbursed include, but are not limited to, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To obtain reimbursement, you must provide a brief description of what the losses or expenses were for, and provide supporting third-party documentation, such as receipts, bank statements, or reports. Payments to Class Members are subject to a *pro rata* decrease following payment of other fees and expenses.

Did you suffer any financial expenses or losses that you believe were incurred as a result of the Data Incident? (select one)

Yes No

If you selected no, please proceed to the end of this claim form to provide a date and signature.

If you selected yes, for each loss or expense that you believe you incurred as a result of the Data Incident, please provide a short description of the loss, the date of the loss, and the type of documentation you will be submitting to support the loss. You must provide ALL of this information for this Claim to be processed. **Supporting documents must also be submitted with this Claim Form.** “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Please provide only copies of your supporting documents and keep all originals for your personal files.

Description of the Loss	Date of Loss	Amount	Description of Supporting
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Unique ID: XXXXXXXXXXXXXXXX

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FORM OF PAYMENT

By mailing this form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a check. If you wish to receive an electronic payment, you must submit your Claim Form online at www.snbdatasettlement.com.

CLASS MEMBER AFFIRMATION

By submitting this Claim Form and signing my name below, I declare that I received notification from Summit National Bank or the Settlement Administrator that I am a potential Class Member. I declare under penalty of perjury that any losses or expenses identified above were suffered by me on or after May 2024, and that the information I provided is true and accurate to the best of my knowledge.

XXXXX

XXXXX

CF

CF

XXXXXXXXXXXXXXXXXX

Unique ID: XXXXXXXXXXXXXXXX

Signature:

[Signature box]

Date:

[MM] [] - [] [] - [] []
MM

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Credit and Identity Theft Monitoring

Would you like to receive three years of three-bureau identity theft and credit monitoring protection under the Settlement? (select one)

Yes

No

**** *The provision of identity theft monitoring under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, fees, and expenses. You do not need to suffer unreimbursed economic losses or expenses to receive this payment.***

TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT WWW.SNB DATASETTLEMENT.COM NO LATER THAN <<CLAIM DEADLINE>>

XXXXX

XXXXX

CF

CF

EXHIBIT

B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

Purnell v. Summit National Bank
Case No. 2:24-cv-00190-KHR (D. Wyo.)

If You Are Receiving this Notice a Class Action Settlement May Affect Your Rights.

*The United States District Court for the District of Wyoming
Has authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit concerning Summit National Bank (“Defendant” or “Summit”) and a data incident (the “Data Incident”) that occurred in May 2024, when one or more unauthorized individuals accessed information in an email account belonging to Summit, including names, addresses, Social Security numbers, and financial account information (collectively, “personally identifiable information” or “PII”).
- The lawsuit is called *Purnell v. Summit National Bank*, Case No. 2:24-cv-00190-KHR, United States District Court for the District of Wyoming. The lawsuit asserts claims related to the Data Incident. The Defendant in the lawsuit is Summit National Bank. Summit denies any and all wrongdoing or that it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Members of the Class are all individuals residing in the United States who were sent a notice by Summit informing them of the Data Incident Summit discovered in May 2024. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- Class Members are eligible to receive the following relief: (1) up to \$5,000 in reimbursement for Out-of-Pocket Losses consisting of actual documented losses or expenses resulting from the Data Incident; (2) a roughly \$175 cash payment (assuming a claims rate of 10% of the 10,912-person Settlement Class); and (3) three (3) years of three-bureau Credit and Identity Theft Monitoring. Payments to Class Members are subject to a *pro rata* increase or decrease and enrollment for credit monitoring services whose cost would surpass the settlement fund will be cut off based on the money remaining in the Settlement Fund after the payment of attorneys’ fees and expenses, Settlement Administration expenses, Class Representative Service Award. All three forms of relief may be combined. The Settlement Administrator will post additional information about the payment amount on www.snbdatasettlement.com. For complete details, please see the Settlement Agreement, whose terms control, available at www.snbdatasettlement.com
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<Date>>.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude from the Settlement is <<Date>>.
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <<Date>>.
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <<Date>> at <<Time>>.
DO NOTHING	You get no payment and you give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at www.snbdatasettlement.com.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

BASIC INFORMATION

What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Chief District Judge Kelly H. Rankin of the United States District Court for the District of Wyoming is overseeing this class action. The case is called titled *Purnell v. Summit National Bank*, Case No. 2:24-cv-00190-KHR, United States District Court for the District of Wyoming (the “Action”).

Brian Purnell is the Plaintiff. Summit National Bank, is the Defendant.

What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiff—in this case, Brian Purnell, sues on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

What is this lawsuit about?

The Plaintiff claims that Defendant failed to implement and maintain reasonable security measures necessary to protect Private Information that it maintained on its database.

Defendant denies any and all wrongdoing and denies that it is or can be held liable for the claims made in the lawsuit. More information about the allegations in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the Settlement Website at www.snbdatasettlement.com.

Why is there a Settlement?

The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Class Members will get compensation now rather than years later—if ever. The Class Representative and Class Counsel, attorneys for the Class Members, agree the Settlement is in the best interests of the Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO’S INCLUDED IN THE SETTLEMENT?

How do I know if I am in the Settlement Class?

You are part of the Settlement as a Class Member if Summit National Bank sent you a notice indicating that your Private Information may have been compromised in the Data Incident, which occurred in May 2024. The Class specifically excludes: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. Eligible Class Members will have been mailed notice of their eligibility by the Settlement Administrator, and Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at <<Settlement Toll-Free Number>> or by visiting the Settlement Website at www.snbdatasettlement.com.

THE SETTLEMENT BENEFITS

What does the Settlement provide?

This Settlement provides eligible Class Members with: (1) up to \$5,000 in reimbursement for Out-of-Pocket Losses consisting of actual documented losses or expenses resulting from the Data Incident; (2) a roughly \$175 cash payment (assuming a claims rate of 10% of the 10,912-person Settlement Class); and (3) three (3) years of three-bureau Credit and Identity Theft Monitoring. Payments to Class Members are subject to a *pro rata* increase or decrease and further enrollment for credit monitoring services surpassing the settlement fund will be cut off based on the money remaining in the Settlement Fund after the payment of attorneys’ fees and expenses, Settlement Administration expenses, and Class Representative Service Award. All three forms of relief may be combined.

6.A. Who May Recover Compensation for Out-of-Pocket Losses and for How Much?

- If you are a Class Member and you incurred documented out of pocket losses fairly traceable to the Data Incident and/or documented unreimbursed expenses incurred on or after May 2024 that are related to the Data Incident, you may be eligible to receive reimbursement of your losses and expenses up to a total of \$5,000 per Class Member. Eligible losses or expenses include, without limitation: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- Settlement Class Members who elect to submit a claim for compensation for Out-of-Pocket Losses must provide to the Settlement Administrator information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation reasonably supporting their claim; and (3) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member concerning the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted documentation. For complete details, please see the Settlement Agreement, whose terms control, available at www.snbdatasettlement.com. The Settlement Administrator will post additional information about the payment amount on www.snbdatasettlement.com, if necessary.

6.B. Who May Receive a separate *Pro Rata* Cash Payment and for How Much?

All Class Members may make a Claim to receive a cash payment of approximately \$175 (assuming a claims rate of 10% of the roughly 10,912-person Settlement Class) that will be adjusted up or down to account for the money remaining in the Settlement Fund after the payment of attorneys’ fees and costs, Settlement Administration costs, Class

Representative Service Award, and valid claims for Out-of-Pocket Losses. Class Members do not need to suffer Out-of-Pocket Losses for eligibility to file a claim for a *pro rata* cash payment.

6.C. Who May Receive Credit and Identity Theft Monitoring?

All Class Members may submit a Claim to receive three (3) years of three-bureau Credit and Identity Theft Monitoring. The ability to claim this protection may be cut off based on the money remaining in the Settlement Fund after the payment of any Fee Award and Expenses, Service Award, Administrative Expenses, and claims for Out-of-Pocket Losses, and *Pro Rata* Cash Payments

Maximum Settlement Contribution: Under this Settlement, the maximum total amount Defendant may be required to pay is \$400,000. This maximum includes reimbursements for Out-of-Pocket Losses up to \$5,000 and *pro rata* cash payments of approximately \$175 (assuming a claims rate of 10% of the roughly 10,912-person Settlement Class), attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, any awarded class representative Service Award, and notice and administrative costs for the Settlement. In no event shall Defendant’s total financial obligation under the Settlement exceed \$400,000.00.

HOW TO GET BENEFITS

How do I make a Claim?

By submitting a valid claim form by on or before the claim deadline of [Month/Date/Year]. If you received the May 2024 data breach notification letter, you can make a claim by filling out and submitting the claim form available at www.snbdatasettlement.com.

You can also contact the Settlement Administrator to request a paper claim form by telephone (1-800-XXX-XXXX), email (info@ <<Email>>), or U.S. mail (<<Insert Settlement Administrator>>), Summit Data Incident Settlement, (address, city) (Zip)).

Claims will be subject to a verification process. You will need the Unique ID provided on the front of your postcard Notice to fill out a Claim Form. If you do not know your Unique ID, please contact the Settlement Administrator.

When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for <<DATE>>., <<TIME>>. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Class Members via written check unless a Class Member chooses to receive payment electronically. All checks will expire and become void 180 days after they are issued.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in this case?

Yes, the Court has appointed Terence R. Coates and Jonathan T. Deters of Markovits, Stock & DeMarco, LLC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC as “Class Counsel.” You may contact Terence R. Coates of Class Counsel at msd@legal.com or (513) 651-3700.

Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid from the Settlement Fund. Class Counsel will not seek more than one-third of the Settlement Fund (\$133,333.33) in attorneys’ fees and up to \$15,000.00 in litigation costs and expenses. Class Counsel will also request a Service Award of up to \$4,000 for the Class Representative. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at www.snbdatasettlement.com. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

“Released Claims” shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; all Wyoming consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive

relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties including, but not limited to, assigned claims and any and all unknown claims based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against Summit National Bank. "Released Claims" shall also have the meaning ascribed to it as set forth in Section X of this Settlement Agreement.

The Settlement Agreement in Paragraphs 40, 76-79, 87-92 describes the Release, Released Claims, and timeline to submit Valid Claims in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.snbdatasettlement.com or in the public court records on file in this lawsuit.

The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Agreement is executed. The Released Claims shall also not include the right of Plaintiff, any Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Incident. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement.. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this Settlement.

What happens if I ask to be excluded?

If you opt-out of the Settlement, you will not have any rights as a member of the Class under the Settlement terms; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in this lawsuit at your own expense.

How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must mail a letter or exclusion form stating: the name of the proceeding, *Purnell v. Summit National Bank*, Case No. 2:24-cv-00190-KHR (D. Wyo.), your full name, current address, personal signature, and the words “Request for Exclusion,” a comparable statement that you do not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. You must mail your exclusion request, postmarked no later than <<ExclusionDeadline>>, to the following address:

Purnell v. Summit National Bank Data Incident Litigation
c/o <<Settlement Administrator>>

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

How do I object to the Settlement?

If you did not exclude yourself from the Class and think that the Court should not approve the settlement, you can object to the Settlement and provide reasons why you think the settlement should not be approved. Such notice must state: (i) the name of the proceedings, *Purnell v. Summit National Bank*, Case No. 2:24-cv-00190-KHR (D. Wyo.); (ii) your full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for your objection, as well as any documents supporting the objection and a description of whether the objection applies only to yourself, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing you (if any); (v) a statement regarding whether you (or your attorney) intend to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which you have submitted an objection during the past five years; and (viii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than <<Objection Date>>, to the Settlement Administrator, <<Settlement Administrator>>, at <<Address>>. You or your counsel shall also file any Objection with the Court through the Court’s ECF system or by submitting your objection to the Clerk of Court, which is located at <<Address>>.

For all objections mailed to the Settlement Administrator, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement, unless the Objection(s) were previously filed on the docket.

What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class 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 the case no longer affects you.

THE COURT'S FAIRNESS HEARING

When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on <<FinalApprovalHearingDateandTime>> at the <<CourtAddress>>. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award Payment to the Class Representative.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.snbdatasettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

May I speak at the Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.snbdatasettlement.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT
WWW.SNB DATASETTLEMENT.COM, BY CALLING TOLL-FREE AT,
<<SETTLEMENTTOLLFREENUMBER>>, BY EMAIL AT <<Email>>, OR WRITING TO:
Purnell v. Summit National Bank Data Incident Litigation
c/o <<Settlement Administrator>>

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE
DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS**

EXHIBIT

C

DocuSign Envelope ID: BCE1BC2D-6C55-484C-A730-AC9C36BCDF72

Bank Data Incident Litigation,
c/o Settlement Administrator

P.O. Box XXXX

City, State Zip

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

NOTICE OF CLASS ACTION
SETTLEMENT

You may be entitled to submit a claim
for monetary compensation under a
class action settlement.

www.snbdatasettlement.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

KHR, (D. Wyo.) you are a class member if you received notice that your personal information was potentially impacted in the Data Incident Summit National Bank (“Summit”) discovered in May 2024 (the “Data Incident”).

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, Summit has agreed to pay \$400,000 into a Settlement Fund which will be distributed to Class Members who submit Valid Claims. Class Members who believe they suffered unreimbursed economic losses or expenses as a result of the Data Incident may claim up to \$5,000 for the reimbursement of sufficiently documented losses or expenses. All Class Members may also submit claims to receive additional cash payments of approximately \$175 (assuming a claims rate of roughly 10% of the 10,912-person Settlement Class), both of which will be *pro rata* adjusted up or down based on the balance of the Settlement Fund after payments for valid unreimbursed economic loss or expense claims, settlement administration expenses, attorneys’ fees and expenses, and any class representative service award. Class Members may also submit a claim for three years of three-bureau identity theft monitoring, as permitted by the remaining funds following all other Settlement payments. More information about the types of Claims and how to file them is available at www.snbdatasettlement.com.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or complete and submit a Claim Form online at www.snbdatasettlement.com. Your Claim Form must be postmarked or submitted online no later than [REDACTED], 2025.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue Summit on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than [REDACTED], 2025. If you don’t exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

Objecting. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than [REDACTED], 2025, and provide the reasons for the objection. If you

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims.

Attend the Final Approval Hearing. The Court will hold a Final Approval Hearing at [REDACTED] m. on [REDACTED], 2026 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

Who are the attorneys for the Plaintiff and the proposed Class? The Court has appointed Terence R. Coates and Jonathan T. Deters of Markovits, Stock & DeMarco, LLC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC to represent the Class.

Do I have any obligation to pay attorneys’ fees or expenses? No. Attorneys’ fees and expenses will be paid exclusively from the Settlement Fund as awarded and approved by the Court. Class Counsel will request Attorneys’ fees in an amount not exceeding \$133,333.33, and litigation expenses in an amount not exceeding \$15,000.00. The motion for attorneys’ fees and expenses will be posted on the Settlement Website once it is filed.

How much is the Class Representative Service Award? The Class Representative will seek a Service Award in the amount of \$4,000 for his efforts in this case.

Who is the Judge overseeing this Settlement? Kelly H. Rankin of the United States District Court for the District of Wyoming.

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim?
www.snbdatasettlement.com

*** Please note that if you wish to submit a claim for compensation for unreimbursed economic losses on the attached Claim Form, you will likely need to submit your claim online so that you can attach all information necessary to support your request for payment. If you wish to receive just a *pro rata* cash payment, the attached tear off claim form will suffice. A longer version of the Claim Form may be accessed on the Settlement Website.

This Notice is a summary of the proposed Settlement.

Docusign Envelope ID: BCE1BC2D-6C55-484C-A730-AC9C36BCDF72

Postage
Required

Purnell v. Summit National Bank Data
Incident Litigation
c/o Settlement Administrator
P.O. Box XXXX
City, State Zip

Docusign Envelope ID: BCE1BC2D-6C55-484C-A730-AC9C36BCDF72

<<Refnum>>

CLAIM FORM

Claims must be postmarked or submitted online no later than _____, 2025.

NAME: _____

ADDRESS: _____

EMAIL: _____

1. **Pro Rata Cash Payment***: Would you like to receive a cash payment under the Settlement? (circle one) Yes No

**If you are a Settlement Class Member, you may receive a pro rata cash payment of approximately \$175 (assuming 10% of the roughly 10,912-person Settlement Class submit Valid Claims). The Pro Rata Cash Payment will be increased or decreased pro rata from money remaining in the Settlement Fund after all claims are submitted, and credit monitoring protection may be cut off. You may choose any or all of the above benefits when submitting claims for benefits.*

2. **Credit and Identity Monitoring**: Would you like to receive three years of three-bureau protection under the Settlement? (circle one) Yes No

You are also permitted to submit a claim for Verified Out-of-Pocket Losses. To submit a claim for Documented Out-of-Pocket Losses you incurred as a result of the Data incident, you need to visit www.snbdatasettlement.com to complete a claim form.

By signing my name below, I swear and affirm that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge.

_____ (signature)

EXHIBIT

D

**UNITED STATES DISTRICT COURT
DISTRICT OF WYOMING**

BRIAN PURNELL, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SUMMIT NATIONAL BANK,

Defendant.

Case No. 2:24-cv-00190-KHR

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. Plaintiff Brian Purnell, individually and on behalf of the proposed Class, and Defendant have entered into a Settlement Agreement and Release, dated September 24, 2025 (the “Settlement Agreement”) consisting primarily of a \$400,000 non-reversionary settlement fund that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, **IT IS HEREBY ORDERED** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiff, Defendant, and Class Members, and any party to any agreement that is part of or related to the Settlement Agreement under 28 U.S.C. § 1332(d).

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff’s motion papers and briefs, and the declarations of

counsel and the Settlement Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement were negotiated and finalized. The Court further observes that the Settlement Agreement is the product of an informal exchange of information between the Parties during arm's-length negotiations over a period of several months. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore **GRANTS** preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CLASS CERTIFICATION

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States who were sent a notice by Summit informing them of the Data Incident Summit discovered in May 2024.

Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Class is comprised of roughly 10,912 Settlement Class Members; there are questions of law or fact common to the Class; the

Class Representative's claims are typical of those of Class Members; and the Class Representative will fairly and adequately protect the interests of the Class.

7. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Brian Purnell as the Class Representative for the Class. The Court provisionally finds that the Class Representative is similarly situated to absent Class Members and therefore typical of the Class and that he will be an adequate Class Representative.

9. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: Terence R. Coates and Jonathan T. Deters of Markovits, Stock & DeMarco, LLC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.

NOTICE AND ADMINISTRATION

10. Pursuant to the Settlement Agreement, the Parties have designated Atticus Administration, LLC ("Atticus") as the Settlement Administrator. Atticus shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the Class Notice and proposed Notice program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Class Notice and Notice program are reasonably calculated to apprise Class Members of the nature of this Litigation, the scope of the Class, the terms of the Settlement Agreement, the right of Class Members to object to the Settlement Agreement or exclude themselves from the Class and the

processes for doing so, and the Final Approval Hearing. The Court therefore approves the Class Notice and Notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the Notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form and Short Form Notice.

EXCLUSION AND OBJECTIONS

14. Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than 90 days after entry of this Order. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement in the communication. All Requests for Exclusion must be submitted individually in connection with a Class Member, i.e., one request is required for every Class Member seeking exclusion.

15. All Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

16. Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Class Notice by 90 days after entry of this Order, it must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court and the Settlement Administrator and must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents

supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the Class Notice and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

18. The Court will hold a Final Approval Hearing on _____ at _____ in United States District Court, District of Wyoming, Joseph C. O'Mahoney Federal Center, 2120 Capitol Avenue, Cheyenne, WY 82001.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of the Class Representative should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation Expenses should be granted; (f) the Service Award sought for the Class Representative should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the Settlement) shall be (i) admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

24. The following Settlement Timeline will control the future proceedings in this matter:

<u>Grant of Preliminary Approval</u>	
Settlement Administrator provides W-9 to Summit	5 days after Preliminary Approval Order
Summit provides list of Settlement Class Members to the Settlement Administrator	14 days after Preliminary Approval
Summit to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Deadline	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Deadline (if needed)
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Deadline
Opt-Out Deadline	60 days after Notice Deadline
Claims Deadline	90 days after Notice Deadline
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Deadline
<u>Final Approval Hearing</u>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Payment of Attorneys’ Fees, Expenses, and Class Representative Service Award	35 days after Effective Date
Settlement Website Deactivation	150 days after Effective Date

IT IS SO ORDERED.

Dated: _____

 Hon. Kelly H. Rankin
 UNITED STATES DISTRICT COURT JUDGE