IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

TAMI BERNIER, on behalf of herself and all others similarly situated, Plaintiff, v. CHICKASAW COMMUNITY BANK, Defendant.	Case No. CJ-2024-5672

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Court:	District Court of Oklahoma County, Oklahoma
Defendant:	Chickasaw Community Bank
Plaintiffs/Class Representatives:	Tami Bernier
Class Counsel:	CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; Fulmer Sill, and Jennings & Earley PLLC
Settlement Administrator:	Strategic Claims Services
Challenged Fees:	(1) Overdraft fees incurred during the Class Period on a transaction that did not overdraw the account ("Account Balance Fees"); and (2) Overdraft fees and NSF fees incurred during the Class Period on an item coded or classified as having previously incurred an NSF Fee ("Retry Fees").
Settlement Class:	All persons who were charged one or more Challenged Fees during the Class Period. Excluded from the Class are Defendant's current and former officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns, along with all judges who have presided over this matter and their immediate families and judicial staff.
Class Period:	September 4, 2019, through December 31, 2025
Cash Payment:	$51,662
Value of the Settlement:	$51,662
Costs of Preparing the Class List and of Fee Expert:	To be borne by Defendant
Costs of Notice and Administration:	To be borne by Defendant
Costs of Providing Account Credits:	To be borne by Defendant
Attorneys' Fees Amount:	1/3 of the Value of the Settlement, to be paid from the Settlement Fund
Expenses:	To be paid from the Settlement Fund
Service Award Amount:	$2,500, to be paid from the Settlement Fund
Cy Pres Recipients:	Chickasaw Foundation David Stout Building 520 E. Arlington St., Building B Ada, OK 74820
Release:	As set forth in paragraph 10 of Exhibit D

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, the following dates and deadlines apply to this agreement. Dates and deadlines will be computed in accordance with 12 OK Stat § 2006.

Event	*Date/Deadline*
Date of Execution	First date on which this agreement has been signed by all parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	7 days after the Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Fund the Settlement	Within 7 days after the Date of Preliminary Approval
Deadline to Provide the Class List	Within 7 days after the Date of Preliminary Approval
Deadline to Send Notice	30 days after the Deadline to Provide the Class List or 7 days after the Date of Preliminary Approval, whichever is later
Deadline to Object	30 days after the Deadline to Send Notice
Deadline to File Motion for Final Approval and Fees	No later than 7 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (parties to request at least 90 days after preliminary approval)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The first day on which the deadline to appeal the Final Approval Order has expired, provided no objections are made and no appeal is filed by that date. Otherwise, the first day on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees and Expenses	7 days after the Date of Final Approval
Deadline to Pay Service Award	7 days after the Effective Date
Deadline to Revert Account Credits	14 days after the Effective Date
Deadline to Pay Account Credits	21 days after the Effective Date
Deadline to Re-Pay Failed Account Credits	28 days after the Effective Date
Deadline to Send Settlement Checks	35 days after the Effective Date
Deadline to Cash Settlement Checks	120 days after the Deadline to Send Settlement Checks

1. Recitals.

On September 4, 2024, Plaintiff filed a Class Action Complaint in the District Court of Oklahoma County, Oklahoma, alleging that Chickasaw Community Bank or Defendant charged the Challenged Fees and that doing so resulted in claims for: (1) breach of contract including breach of the covenant of good faith and fair dealing; and (2) unjust enrichment (the "**Complaint**").

Defendant answered the Complaint on September 30, 2024.

The parties then engaged in discovery, including written and document discovery. Plaintiff deposed Defendant, through its representatives.

In an effort to resolve the litigation, the parties obtained an estimate of the potential total exposure of Defendant and engaged in arm's-length negotiations to reach an agreement in principle to resolve the dispute, subject to agreeing to the final terms now contained in this agreement.

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

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

Exhibit A – the "**Summary Notice**"

Exhibit B – the "**Detailed Notice**"

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

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

3. Benefits to Class Members.

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

3.1. Cash Settlement Fund.

No later than the Deadline to Fund the Settlement, Defendant must pay the Cash Payment to the Settlement Administrator to be held as a common fund (the "**Settlement Fund**") in a non-interest-bearing account. The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court's jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to this agreement or otherwise ordered by the Court. All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

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

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

In computing each Class Member's distribution, the Settlement Administrator will round distributions to the nearest cent. If the total amount of distributions calculated pursuant to this formula exceeds the total amount of the Net Settlement Fund, the Settlement Administrator may reduce distributions by one cent, beginning with the largest distribution and working toward the smallest distribution, until the total distributions equal the amount of the Settlement Fund.

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

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

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

Step 3: No later than the Deadline to Re-Pay Failed Account Credits, Defendant must: (a) return to the Settlement Administrator for re-deposit in the Settlement Fund any amounts that were not successfully credited to an account, along with a list identifying each Class Member whose account credit failed; and (b)

provide to Class Counsel a statement under oath attesting to the amount of credits successfully applied to accounts. The Costs of Providing Account Credits will be paid as set forth on the Key Terms Page.

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

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

If monies remain in the Settlement Fund after the Deadline to Cash Settlement Checks, those monies will not revert to Defendant, but will instead be paid on a *cy pres* basis to the Cy Pres Recipient(s) listed on the Key Terms Page in the percentage amount listed on the Key Terms Page.

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

3.2 Updated Disclosures Relating to Overdraft Fee Practices.

Within 90 days after the Effective Date, Defendant will obtain a third-party review of its fee disclosures to ensure its disclosures accurately and plainly describe its fee assessment practices. To the extent needed to do so, Defendant will update its disclosures to accurately and plainly describe its fee assessment practices. Such review may be conducted by a consultant or attorney selected in Defendant's sole discretion. Nothing herein shall be deemed to waive any applicable privilege or confidentiality right.

4. Releases.

Upon entry of the Final Approval Order, each Plaintiff/Class Representative shall have, and each and every Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, irrevocably and unconditionally, fully, finally, and forever released, waived, relinquished, discharged and dismissed with prejudice Defendant and its predecessors, successors, assigns, insurers, members, current and former officers, directors, employees, attorneys and agents (the "Released Parties") from all past and present known and unknown claims, demands, damages, promises, allegations, obligations, liabilities, causes of action or

suits seeking damages or other legal or equitable relief arising out of Defendant's assessment of overdraft fees that did not overdraw the account during the Class Period or overdraft or NSF fees during the Class Period incurred on an item that had previously incurred an overdraft or NSF fee.

Defendant forever releases, waives, relinquishes, discharges and dismisses with prejudice releases all claims of any kind or nature that have been or could have been asserted against the Class Representatives or Class Counsel relating to the filing or prosecution of this lawsuit. Notwithstanding the foregoing, nothing in this Order shall be construed as a release or waiver of any obligation of any Class Representative, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in the Settlement Agreement. Any such debts, loans, and credit obligations shall continue by governed by the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in this Settlement Agreement.

5. Process for Court Approval of Settlement.

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

5.1. Preliminary Approval.

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

5.2. Preparation of the Class List.

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

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

If unable to prepare the Class List by itself, Defendant may utilize a third-party expert (the "**Fee Expert**") to analyze the relevant data and create the Class List subject to consent by Class Counsel to the Defendant's choice. Any Fee Expert

will be subject to consent by Class Counsel to the Defendant's choice. The Costs of Preparing the Class List and of the Fee Expert will be paid as set forth on the Key Terms Page.

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

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

5.3. Notice to Members of the Settlement Class.

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

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

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

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

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

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

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

5.4. Right of Class Members to Object.

Any Class Member may object to the Settlement by complying with the requirements to submit an objection to the Settlement Administrator as set forth in the Detailed Notice. The Settlement Administrator shall forward any such objections to counsel of record for Plaintiff and Defendant within one business day of receipt.

5.5. Final Approval.

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

5.6. Effective Date.

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

6. Attorneys' Fees, Expenses, and Service Award

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

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

No later than the Deadline to Pay Service Awards, the Class Representative shall be paid the amount awarded by the Court for a service award from the sources listed on the Key Terms Page.

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

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

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

8. Additional Terms

8.1. Agreement to Effectuate This Settlement

The Class Representative, Class Counsel, Defendant, and Defendant's counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this agreement; and (iii) Class Representative and Class Counsel shall each provide a Form W-9 to Defendant and the Settlement Administrator prior to receiving the payments set forth above.

8.2. Integration Clause

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

8.3. Execution in Counterparts and by Electronic Signature

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

8.4. No Construction Against the Drafter

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have

each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

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

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

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9. Signatures

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

Chickasaw Community Bank

Dated: 4/21/2026

By: _____

Its: CHIEF EXECUTIVE OFFICER

Counsel for Chickasaw Community Bank

Dated: 4/21/2026

By: Patricia Sawyer

Patricia A. Sawyer
Whitten Burrage

Class Representative

Dated: 04/20/2026

Tami Bernier
Tami Bernier (04/20/2026 13:37:36 CDT)

Tami Bernier

Class Counsel

Dated: 04/16/2026

By: _____
Marty Schubert (04/16/2026 19:31:51 CDT)

Martin F. Schubert
Stranch, Jennings & Garvey, PLLC

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