

SETTLEMENT AGREEMENT AND RELEASE

Patricia Suffecool v. Somerset Trust Company,

Court of Common Pleas of Somerset County, Pennsylvania

Case No. 84 Civil 2022

PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among Plaintiff Patricia Suffecool (“Named Plaintiff”) and all those on whose behalf she is prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and Defendant Somerset Trust Company (“Defendant”), on the other hand, as of the date executed below. All references in this Agreement to a “party” or the “parties” shall refer to a party or the parties to this Agreement.

RECITALS

A. On February 4, 2022, Plaintiff filed a putative class action complaint in the Court of Common Pleas of Somerset County, Pennsylvania (the “Complaint”), entitled *Patricia Suffecool v. Somerset Trust Company* (the “Lawsuit”). Plaintiff asserted one claim for relief: breach of contract, including breach of the covenant of good faith and fair dealing.

B. On April 13, 2022, Defendant filed its Answer and New Matter to the Complaint.

C. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

D. Named Plaintiff, on behalf of all Plaintiffs, has entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

1. **DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Bar Date to Object” shall be the date set by the Court as the deadline for Class Members to file an Objection, and shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

(b) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out. The Bar Date to Opt Out shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

(c) “Claims Administrator” shall mean the entity that will provide the notice and other administrative handling of this Agreement.

(d) “Class Counsel” shall mean Jeffrey D. Kaliel and Sophia G. Gold of KalielGold PLLC and Kenneth J. Grunfeld of Golomb Spirt Grunfeld, P.C.

(e) “Class Member” or “Settlement Class Member” shall mean the members of the Settlement Class.

(f) “Complaint” shall mean the Complaint filed in this case on February 4, 2022.

(g) “Court” shall mean the Court of Common Pleas of Somerset County, Pennsylvania.

(h) “Defendant’s Counsel” shall mean Justin J. Kontul and Alex G. Mahfood of Reed Smith LLP.

(i) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after a ruling from the highest Appellate Court to which an appeal has been taken affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(j) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

(k) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(l) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(m) “Final Report” shall mean the report prepared by the Claims Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 8, below.

(n) “Long Form Notice” means the form of notice that shall be posted on the settlement website (attached as *Exhibit 2*) created by the Claims Administrator and shall be available to Class Members by mail on request made to the Claims Administrator.

(o) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below.

(p) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs, any Court-approved service award, the costs of Notice, and any fees paid to the Claims Administrator.

(q) “Notice” shall mean the notice to Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval Order (defined below) and shall refer to Email Notice and Postcard Notice attached hereto as *Exhibit 1* and the Long Form Notice attached hereto as *Exhibit 2*.

(r) “Postcard Notice” shall mean a short form of the notice (attached as *Exhibit 1*) that shall be sent by mail to Class Members.

(s) “Preliminary Approval Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 3 and 4, below.

(t) “Retry NSF Fee(s)” shall mean the fee (less any refund or waiver) that Defendant charges on the second or third time (or subsequent times) a third party submits an item in an attempt to collect on a check (including an electronic check) or ACH payment item after the first attempt (or subsequent attempts) at payment was rejected because the consumer customer’s account had an insufficient available balance.

(u) “Settlement Class” shall mean those consumer customers of Defendant who were charged Retry NSF Fees between February 4, 2018 and November 4, 2022.

(v) “Settlement Fund” shall mean two hundred sixty two thousand two hundred and ninety dollars (\$262,290.00) common cash fund Defendant is obligated to pay under the terms of this Agreement.

2. CLASS ACTION SETTLEMENT. Plaintiff shall propose and recommend to the Court that a settlement class be certified, which class shall be comprised of the Class Members. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

3. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval Order. The Preliminary Approval Order shall provide for: preliminary approval of this Agreement, provisional certification of the Settlement Class for settlement purposes only, appointment of Class Counsel as counsel to the provisionally certified Settlement Class, appointment of the Claims Administrator to administer the settlement as provided for in this Agreement, and the requirement that the Notice be given to the Class Members as provided in Section 4, below (or as otherwise determined by the Court).

4. NOTICE TO THE CLASS MEMBERS.

(a) The Claims Administrator shall send the Notice to all Class Members as specified by the Court in the Preliminary Approval Order.

(b) The Postcard Notice shall be mailed to Class Members by first class United States mail to the best available mailing addresses. Defendant shall provide the Claims Administrator with last known mailing addresses for Class Members. The Claims Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Postcard Notice is returned with forwarding address information, the Claims Administrator shall re-mail the Postcard Notice to the forwarding address. For all mailed Postcard Notices that are returned as undeliverable, the Claims Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Claims Administrator shall re-mail the Postcard Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(c) A Long Form Notice shall be posted on a settlement website created by the Claims Administrator.

(d) The Claims Administrator shall maintain a database showing mail addresses to which each Notice was sent and any Notices that were not delivered. The Claims Administrator shall provide the parties with a weekly report of the Notice. A summary report of the Notice shall be provided to the parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Claims Administrator regarding the Notice shall be available to the parties and the Court upon request, provided however, that any consumer customer contact information shall only be available to Class Counsel upon an order from the Court. The database shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement, and shall not be used for any other purposes.

(e) The Notice shall be in a form approved by the Court and, substantially similar to the notice forms attached hereto as *Exhibits 1 - 2*. The parties may by mutual written consent make non-substantive changes to the Notice without Court approval.

(f) All costs associated with publishing, mailing and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Claims Administrator's fees and costs, shall be paid out of the Settlement Fund.

5. MOTION FOR FINAL APPROVAL. Within thirty (30) days after the Bar Date to Opt Out and Bar Date to Object, and provided the conditions in Section 14, below, are satisfied, Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

6. ENTRY OF JUDGMENT. The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

7. THE SETTLEMENT FUND AND DISTRIBUTION.

(a) Payments to Class Members. Within twenty (20) days after entry of the Preliminary Approval Order, Defendant shall transfer the Settlement Fund to the Claims Administrator. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsel's fees and costs; (b) any service award payment to the Named Plaintiff; (c) costs associated with administering the Notice in accordance with Section 4, above; and (d) any fees paid to the Claims Administrator for services rendered in connection with the administration process. Defendant shall not make any additional or further contributions to the Settlement Fund under any circumstances. In the event a Final Approval Order is not issued, or this Agreement is terminated by either party for any reason, including pursuant to Section 14, below, the portion of the Settlement Fund paid to the Claims Administrator (including accrued interest, if any) less expenses actually incurred by the Claims Administrator or due and owing to the Claims Administrator in connection with the settlement provided for herein, shall be refunded to Defendant within two (2) business days.

(b) All funds held by the Claims Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Claims 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.

(d) Payments shall be made from the Settlement Fund as follows:

(i) Class Counsel's Fees and Costs. Class Counsel's reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund ten (10) days after the Effective Date. Class Counsel shall apply for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable litigation costs, to be approved by the Court. Defendant agrees not to oppose an application for attorneys' fees of up to one-third of the Settlement Fund, but reserves the right to oppose an application for fees in excess of that amount.

(ii) Service Award. Class Counsel may apply to the Court for a service award to the Named Plaintiff. Defendant agrees not to object to a service award of up to \$3,000. Subject to the Court's approval, the service award shall be paid from the Settlement Fund ten (10) days after the Effective Date.

(iii) Claims Administrator's Fees. The Claims Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement and all related costs of Notice, as approved by the Court, shall be paid within ten (10) days after the Effective Date.

(iv) Payments to Class Members. Payments from the "Net Settlement Fund" to the Class Members shall be calculated by the Settlement Administrator based on information provided by Defendant following entry of the Final Approval Order, including

whether each Class Member's account that was charged a Retry NSF Fee is still active, as follows:

- (1) Members of the Settlement Class shall be paid per incurred Retry NSF Fee calculated as follows:

$$\frac{(\text{Net Settlement Fund} / \text{Total Retry NSF Fees of participating Settlement Class Members}) \times (\text{Total Retry NSF Fees of individual participating Settlement Class Member})}{\text{Total Retry NSF Fees of individual participating Settlement Class Member}} = \text{Individual Payment.}$$

- (2) Payments to individual class members ("Individual Payments") shall be made no later than thirty (30) days after the Effective Date, as follows:

For those Class Members whose account that was charged a Retry NSF Fee is still active at the time of the distribution of the Net Settlement Fund, a credit in the amount of the Individual Payment they are entitled to receive shall be applied to that account. If that account is no longer active, then a credit may be made to any checking or savings account they are then maintaining at Defendant that is held by them individually. No later than 15 (fifteen) days after the Effective Date, the Settlement Administrator shall provide Defendant with funds from the Settlement Fund and information on the amount of account credits to individual Settlement Class Member accounts to make all account credits to current customers. In the event that a Settlement Class Member's account that was charged a Retry NSF Fee becomes inactive between the time when the information referenced in 7(d)(iv) above is provided by Defendant and the account credit is attempted and there is not an alternative account for Defendant to credit with the payment, Defendant shall return the settlement payment amount for that individual Class Member to the Settlement Administrator, which will then send the payment by check to the Class Member.

- (3) For those Class Members who are not current customers of Defendant at the time of the distribution of the Net Settlement Fund or at that time do not have an individual account, they shall be sent a check by the Claims Administrator at the address used to provide the Notice, or at such other address as designated by the Class Member. The Class Member shall have one-hundred eighty (180) days to negotiate the check. Any checks uncashed after one-hundred eighty (180) days shall be distributed pursuant to Section 10.

(v) After a Final Approval Order is entered and individual payment are made to Settlement Class Members, in no event shall any portion of the Settlement Fund revert to Defendant.

(vi) The Claims Administrator shall provide the parties with a weekly report setting forth the total payments issued to Class Members by the Claims Administrator and the total amount of any checks uncashed and/or returned.

8. FINAL REPORT TO THE COURT. Within two hundred (200) days after the Effective Date (or such other date set by the Court), Class Counsel shall submit to the Court a Final Report, setting forth: (a) the amounts paid to Class Members by the Claims Administrator, (b) any checks not cashed or returned; (c) the efforts undertaken to follow up on uncashed and/or returned checks; (d) the total amount of money unpaid to Class Members; and (e) the total amount of credits issued to Class Members by Defendant. Defendant shall provide a declaration under penalty of perjury setting forth the amount of the credits issued to Class Members. Class Counsel shall be entitled to verify credits by confidential review of a reasonable sample of Class Member account statements, to be reasonably redacted and appropriately anonymized in order to maintain the confidentiality of consumer customer personal information.

9. THE CLAIMS ADMINISTRATOR.

(a) The Claims Administrator shall execute a retainer agreement that shall provide that, among other things, the Claims Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Claims Administrator by means of data security measures that meet the requirements of the Gramm-Leach-Bliley Act, and all regulations thereunder, and any other applicable laws, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Claims Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Claims Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein.

(d) The Claims Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement. Under no circumstances shall Defendant be responsible for any tax consequences relating to the Settlement, including but not limited to tax payments owed relating to Settlement Fund or individual Class Member payments.

(e) The Claims Administrator shall provide the data in its claims administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. When given to Class Counsel, such information shall exclude any consumer customer contact information and be used only for purposes of the implementation of this Agreement.

(f) Within one hundred ninety (190) days after the Effective Date or such other date as required by the Court, the Claims Administrator shall prepare a declaration setting forth the total payments issued to Class Members by the Claims Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Claims Administrator.

10. CY PRES PAYMENT. Subject to Court approval, within thirty (30) days after the Final Report, the total amount of uncashed checks, and residual amounts held by the Claims Administrator at the time of the Final Report, shall be paid by the Claims Administrator to Junior Achievement of Western Pennsylvania, Inc.

11. OPT-OUTS.

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Claims Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Agreement, and shall be signed and dated.

(b) The Claims Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Claims Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Claims Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) business days' written notice.

12. OBJECTIONS.

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Claims Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number, the last four digits of his or her customer number or former customer number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

(c) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

13. GENERAL RELEASE. Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of herself and each of the Class Members, hereby releases and forever discharges Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the “Defendant Releasees”) from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Named Plaintiff and the Class Members who do not opt out now have, own or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Complaint and the Lawsuit, including but not limited to any claims relating to Retry NSF Fees.

14. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) Defendant has modified its overdraft program such that Retry NSF Fees are no longer charged to its consumer customers. Notwithstanding the foregoing, nothing in this Agreement shall require Defendant to implement or continue any practices, if any newly-enacted or newly-issued statutes, regulations, regulatory guidance, regulatory staff interpretations, judicial decisions, or other pronouncements or opinions of any regulatory, legislative, administrative, or judicial body indicate that a different set of practices is proper, permissible, or recommended, nor shall anything in this Agreement require Defendant to act contrary to the directives or recommendations of any regulatory authority or bank examiner.

(ii) The Court has entered the Preliminary Approval Order, as required by Section 3 above;

(iii) The Court has entered the Final Approval Order as required by Sections 5 and 6 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iv) The Effective Date has occurred.

(b) If all of the conditions specified in this Section 14(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 14 within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 14(c) immediately above, or fails to become effective in accordance with Sections 14(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

15. REPRESENTATIONS.

(a) The parties to this Agreement represent 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 Agreement.

(b) The parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiff, on behalf of the Class Members, represents that she has made such inquiry into the terms and conditions of this Agreement as she deems appropriate, and that by executing this Agreement, she, based on Class Counsel's advice, and her understanding of the case, believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiff represents that she has no knowledge of conflicts or other personal interests that would in any way impact her representation of the class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

16. FURTHER ASSURANCES. Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

17. APPLICABLE LAW. This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

18. NO ORAL WAIVER OR MODIFICATION. No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

19. ENTIRE AGREEMENT. This Agreement, including the exhibit attached hereto, constitutes the entire agreement made by and between the parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

20. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

21. SEVERABILITY. In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

22. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

23. NOTIFICATION. Any notice to be given to Class Counsel and/or Named Plaintiff shall be sent by email as follows:

Jeffrey D. Kaniel, Esq
Sophia G. Gold, Esq.
KALIELGOLD PLLC
1100 15th Street NW, 4th Floor
Washington, DC 20005
jkaniel@kalielgold.com
sgold@kalielgold.com

Kenneth J. Grunfeld
GOLOMB SPIRT GRUNFELD, P.C.
1835 Market Street, Suite 2900
Philadelphia, Pennsylvania 19103
kengrunfeld@golomblegal.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Justin J. Kontul
Alex G. Mahfood
REED SMITH LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, Pennsylvania 15222
jkontul@reedsmith.com
amahfood@reedsmith.com

Any notice to the Claims Administrator shall be sent by email to the Claims Administrator.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

[Signature page to follow]

Dated: March __, 2023

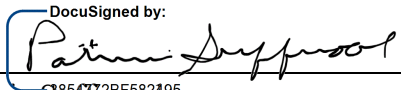
Somerset Trust Company

By _____

Its: _____

Dated: March __, 2023
2/27/2023

Patricia Suffecool, an individual on behalf
of herself and those she represents

By:  _____
Patricia Suffecool

APPROVED AS TO FORM:

Dated: March __, 2023

REED SMITH LLP
Justin J. Kontul
Alex G. Mahfood

By: _____

Justin J. Kontul
Attorneys for Defendant
Somerset Trust Company

Dated: March 1, 2023

KALIELGOLD PLLC
Jeffrey D. Kaliel
Sophia G. Gold

By:  _____
Sophia G. Gold

Attorneys for Named Plaintiff Patricia Suffecool

GOLOMB SPIRT GRUNFELD, P.C.
Kenneth J. Grunfeld

By: _____

Kenneth J. Grunfeld
Attorneys for Named Plaintiff Patricia Suffecool