

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

JAMES MERRELL, CASSIE MERRELL,
MONICA COUNTERMAN and STEPHANIE
KNISLEY, on behalf of
themselves and all others similarly situated,

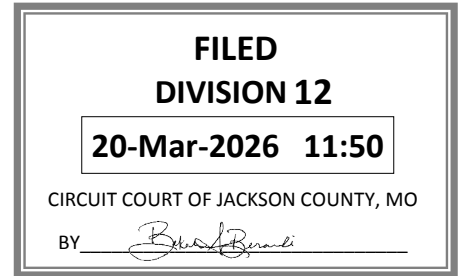
Plaintiffs,

vs.

EQUITY BANK,

Defendant.

CASE NO. 2216-CV02011



AGREED PRELIMINARY APPROVAL ORDER

Plaintiffs James Merrell, Cassie Merrell, Monica Counterman and Stephanie Knisley (the “Class Representatives”), and Defendant, Equity Bank, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiff has moved the Court to certify the Settlement Class and to grant preliminary approval to the Settlement under Missouri Rule of Civil Procedure 52.08; to approve the form and method for giving notice of the proposed Settlement to the Settlement Class; and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that, solely for the purposes of settlement and notice, the requirements of Missouri Rules of Civil Procedure 52.08(a) and (b)(3) have been met, specifically:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of Class Members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Challenged Fees;
- c. The claims of the Class Representative are typical of the claims of the Class because they arise from the same Challenged Fees practices;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Class;
- e. Questions of law or fact common to the members of the Class predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy, as the claims center on the Challenged Fees practices and each claim individually is not large.

The Court therefore **CERTIFIES** the following Class for settlement purposes only:

All current and former holders of a checking account at Equity Bank who, (1) from January 1, 2017 to December 7, 2019 and from November 8, 2020 to September 1, 2024, were assessed overdraft fees by Equity Bank on a debit card transaction that was authorized on a sufficient available balance and settled in the authorized amount (“APSN Fees”); (2) from February 22, 2018 to December 31, 2023, were assessed overdraft or non-sufficient funds fees by Defendant on the second or third presentment of what Plaintiffs have alleged to be the same item that had previously been returned for insufficient funds (“Retry Fees”) and (3) from February 2, 2017 to November 21, 2025, overdraft fees charged by Defendant on a day when the end-of-the-day balance was not overdrawn (“Sufficient Funds Fees” together with APSN Fees and Retry Fees, the “Challenged Fees”). Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers and directors; all Settlement Class Members who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

The Court appoints James Merrell, Cassie Merrell, Monica Counterman and Stephanie Knisley as Class Representatives, and the Court appoints CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; and Beam-Ward, Kruse, Wilson & Fletes, LLC, as Class Counsel.

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Verita Global as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement. Subject to approval of invoices by Class Counsel, the Settlement Administrator is authorized to be paid for services as provided in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at 11 o’clock, on May 21, 2026, at Eastern Jackson County Courthouse, Division 12 located at 308 W. Kansas Avenue, Independence, Missouri, 64050, for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel’s application for an award of attorneys’ fees and expenses and any service awards from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Long Form Notice included in the Settlement.

Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Long Form Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Long Form Notice included in the Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she must comply with the requirements for form and timing set forth in the Long Form Notice included in the Settlement.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Long Form Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

13. Not more than ten (10) days after the Opt-Out Period, the Settlement Administrator shall provide Class Counsel a Notice of Settlement Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Agreement, and Class Counsel shall promptly file the list with the Court.

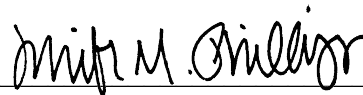
14. Prior to the Final Approval Hearing, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

SO ORDERED:

Signed on this 20th day of March, 2026.



Judge Jennifer M Phillips

Copies mailed/faxed/e-mailed this 20th day of March, 2026 to:

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