

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 that was discovered in May 2024 (the “Data Incident”), 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 \$5,000.00 in reimbursement for documented Out-of-Pocket losses or expenses resulting from the Data Incident; (2) an estimated cash payment of approximately \$175.00 (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 based on the money remaining in the Settlement Fund after the payment of attorneys’ fees and expenses, Settlement Administration expenses (including the costs for Credit and Identity Theft Monitoring services), and 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 <u>February 17, 2026</u> .
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 yourself from the Settlement is <u>January 20, 2026</u> .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object to the Settlement is <u>January 20, 2026</u> .
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 <u>April 21, 2026</u> , at 9:00 a.m. MT.
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 plaintiffs—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 Class if Summit 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 1-800-640-0872 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 \$5,000.00 in reimbursement for documented Out-of-Pocket losses or expenses resulting from the Data Incident; (2) an estimated \$175.00 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 based on the money remaining in the Settlement Fund after the payment of attorneys' fees and expenses, Settlement Administration expenses (inclusive of Credit and Identity Theft Monitoring services), and Class Representative Service Award. All three forms of relief may be combined.

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 \$5,000.00 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.
- *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, valid claims for Credit and Identity Theft Monitoring, 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.

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 increased or decreased based on the money remaining in the Settlement Fund after the payment of any Fee Award and Expenses, Service Award, and Administrative Expenses.

Maximum Settlement Contribution: Under this Settlement, the maximum total amount Defendant may be required to pay is \$400,000.00. This maximum includes reimbursements for Out-of-Pocket Losses up to \$5,000.00 and *pro rata* cash payments of approximately \$175, the cost of valid claims for Credit and Identity Theft Monitoring, 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 on or before the claim deadline of **February 17, 2026**. If you received the May 2024 Data Incident 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: 1-800-640-0872,
- Email: SNBDataSettlement@atticusadmin.com, or
- U.S. mail: Purnell v. Summit National Bank Data Incident Settlement,
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164.

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 **April 21, 2026, at 9:00 a.m. MT**. 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@msdlegal.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 \$4,000.00 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 below). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

What are the Released Class Claims?

The Settlement Agreement in Paragraphs 40-41, 87-91 describes the Release, Released Claims, and timeline to submit valid Claim Forms 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. For questions regarding the Release and what it means, you can also contact one of the lawyers listed above for free, or you can talk to your own lawyer at your own expense.

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 **January 20, 2026**, to the following address:

***Purnell v. Summit National Bank Data Incident Litigation
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164***

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:

- The name of the proceedings: *Purnell v. Summit National Bank*, Case No. 2:24-cv-00190-KHR (D. Wyo.);
- Your full name, current mailing address, and telephone number;
- 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;
- The identity of any attorneys representing you (if any);
- A statement regarding whether you (or your attorney) intend to appear at the Final Approval Hearing;
- A description and/or copies of evidence that may be introduced at the final approval hearing;
- A list of proceedings in which you have submitted an objection during the past five years; and
- 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 **January 20, 2026**, to the Settlement Administrator, Atticus Administration, at:

Purnell v. Summit National Bank Data Incident Litigation
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

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 Joseph C. O'Mahoney Federal Center, 2120 Capitol Avenue, Cheyenne, WY 82001.

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 **April 21, 2026 at 9:00 a.m. MT** at the **Joseph C. O'Mahoney Federal Center, 2120 Capitol Avenue, Cheyenne, WY 82001**. 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 Long-Form Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.SNBDataSettlement.com, by calling toll-free at **1-800-640-0872**, by email at SNBDataSettlement@atticusadmin.com, or by writing to:

Purnell v. Summit National Bank Data Incident Litigation
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

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