

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement” or “Agreement”) is made and entered into on 6/8/2026 by and between Benjamin Sullivan, Laundry Party LLC, and Deirdre Zabawa (collectively, “Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Classes (defined below) and Florence Bank (“Florence”). The Settlement Class Representatives and Florence are collectively referred to herein as the “Parties.” The Parties intend this Settlement Agreement to fully and finally resolve and settle all released rights and claims to the extent set forth below and subject to the terms and conditions set forth below.

RECITALS

1. On April 12, 2024, Plaintiffs filed a class action complaint in the Superior Court, Commonwealth of Massachusetts, Hampshire County, Docket No. 2480CV00041 (the “Sullivan Action”), asserting claims against Florence for Breach of Contract, including Breach of the Covenant of Good Faith and Fair Dealing, and Unjust Enrichment based on (1) the alleged charging of overdraft fees (“OD Fees”) in connection with debit card transactions that were authorized with a positive account balance and settled with a negative account balance (the “APSN Claims”), and (2) the charging of non-sufficient funds fees (“NSF Fees”) in connection with reinitiated automated clearinghouse (“ACH”) transactions (the “Retry Claims”).

2. On April 23, 2024, Plaintiffs filed a first amended class action complaint, asserting an additional claim against Florence for Violation of the Massachusetts Consumer Protection Act, M.G.L. c. 93A based on the same APSN Claims and Retry Claims alleged in the original complaint.

3. The APSN Claims and the Retry Claims, collectively, shall be referred to as the “Claims,” and the OD Fees and the NSF Fees, collectively, shall be referred to as the “Fees.”

4. The parties participated in arms-length settlement discussions with the assistance of neutral, Fouad Kurdi of Resolutions LLC.

5. Florence denies any and all liability to Plaintiffs and members of the Settlement Classes in the Action, and believes it would ultimately be successful in its defenses of all claims asserted in the Action, but nevertheless desires to settle the Action, and all claims that could have been alleged therein, on the terms set forth in this Agreement solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

6. Plaintiffs and Class Counsel (defined below) have investigated the facts and law and have concluded that the Settlement is in the best interest of Plaintiffs and the Settlement Classes in order to avoid the risks and uncertainties of continuing these proceedings, and to assure meaningful benefits to the Settlement Classes.

7. The Parties agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or the truth of any of the claims asserted in the Action, or of the infirmity of any of the defenses that have been raised or could be raised by Florence.

8. Without any admission or concession whatsoever by the Parties as to the strength or weakness of the merits of the claims and defenses asserted in the Action, it is hereby stipulated and agreed, in consideration of the covenants and agreements set forth herein, that the Action and all Released Claims shall be fully and forever settled, compromised, released, and

dismissed on the merits with prejudice, subject to the Court's approval, on the following terms and conditions:

AGREEMENT

I. DEFINITIONS

As used in this Settlement Agreement, the terms defined below shall have the meanings assigned to them when capitalized in the same fashion as in this Section I of this Settlement Agreement.

1. "Account" means any personal or business checking account maintained by Florence.
2. "Action" means the Sullivan Action.
3. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.
4. "Ankura" means Ankura Consulting, a data consulting and analysis firm that will assist with the determination of the Settlement Class Member List and other matters related to the Settlement.
5. "APSN Claims" means the claims asserted in the Action based on the charging of APSN Fees.
6. "APSN Class" means all Florence Account holders who were charged one or more APSN Fees during the Class Period for APSN Fees.
7. "APSN Fee" means any overdraft fee assessed to an Account during the Class Period for APSN Fees for a debit card transaction that was authorized with a positive account balance and settled with a negative account balance, as identified by Ankura based on review and analysis of reasonably accessible Florence transactional data and information.

8. “Attorneys’ Fees” means the attorneys’ fees and costs related to this Settlement Agreement that Class Counsel intend to seek under Section IV.C. of this Settlement Agreement.

9. “Class Period for APSN Fees” means April 12, 2018, through June 5, 2023, which is the date that Florence stopped assessing APSN Fees.

10. “Class Period for Retry Fees” means April 12, 2018, through February 12, 2024, which is the date that Florence stopped assessing Retry Fees.

11. “Claims” means the Retry Claims and the APSN Claims.

12. “Class Counsel” means Ketterer, Browne & Associates, LLC, Gibbs Mura LLP, CohenMalad, LLP, Troutman & Judge, LLC, and Stranch, Jennings & Garvey, PLLC.

13. “Class Notice” means the notices, substantially in the form attached as Exhibits A and B, that will be provided to the Settlement Classes pursuant to Section III.C. of this Agreement.

14. “Court” means the Hampshire County, Massachusetts Superior Court.

15. “Effective Date” means the Final Approval Date, or such date as the Parties otherwise agree in writing.

16. “Fee Application” means Class Counsel’s application for attorneys’ fees and costs.

17. “Fees” means APSN Fees and Retry Fees.

18. “Final Approval” means the approval of this Settlement Agreement by the Court at or following the Final Approval Hearing, and entry of the Final Approval Order on the Court’s docket.

19. “Final Approval Date” means the last date on which all of the following have occurred:

(a) The Court has issued all necessary orders under Rule 23 approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement;

(b) The Court enters a Final Approval Order and judgment finally approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement; and

(c) Either: (i) 35 days have passed after entry of the Court's Final Approval Order and judgment, and within such time, no appeal is taken, or (ii) if an appeal is taken, the date upon which all appeals (including any requests for rehearing or other appellate review), as well as all further appeals therefrom (including all petitions for certiorari) have been finally resolved in a manner that is substantially consistent with the terms and intent of this Agreement, as determined by all parties, and the deadline for taking any further appeals has expired such that no future appeal is possible.

20. "Final Approval Hearing" means the hearing at or after which the Court will determine whether to finally approve the Settlement as fair, reasonable, and adequate.

21. "Final Approval Order" means the Final Approval Order to be submitted to and entered by the Court in connection with the Final Approval Hearing, the proposed form of which is attached hereto as Exhibit D.

22. "Florence" means Florence Bank.

23. "Last Known Address" means the most recently-recorded mailing address for a Settlement Class Member, as such information is contained in Florence's electronic records, or as updated by the procedures set forth herein.

24. "Net Settlement Fund" means the Settlement Amount, after deductions for: (i) any award of attorneys' fees and costs; (ii) any service awards to the Settlement Class

Representatives; (iii) the cost of Class Notice; (iv) Settlement Administration Expenses; and (v) Taxes.

25. “Objection Deadline” means the date 60 days after the deadline for the completion of Class Notice, or any other date set by the Court, by which Settlement Class Members must make any objection to the proposed Settlement, the Fee Application, and/or the Service Award Application, in accordance with the procedures set forth herein and/or in any order of the Court.

26. “Plaintiffs” means Benjamin Sullivan, Laundry Party LLC, and Deirdre Zabawa.

27. “Preliminary Approval” means preliminary approval of the Settlement Agreement by the Court, conditional certification of the Settlement Classes, and approval of the method and content of the Class Notice to the Settlement Class Members.

28. “Preliminary Approval Date” means the date on which the Preliminary Approval Order, or any other order(s) preliminarily approving the settlement, are entered by the Court.

29. “Preliminary Approval Hearing” means the hearing at or after which the Court will determine whether to preliminarily approve the Settlement as fair, reasonable, and adequate and authorize the mailing of the Class Notice.

30. “Preliminary Approval Order” means the order to be submitted to and entered by the Court in connection with the Preliminary Approval Hearing, the proposed form of which is attached hereto as Exhibit C.

31. “Released Claims” means the claims and matters released in Section V of this Settlement Agreement.

32. “Released Parties” means the individuals and entities released in Section V of this Settlement Agreement.

33. “Retry Claims” means the claims asserted in the Action, based on the charging of Retry Fees.

34. “Retry Class” means all Florence Account holders who were charged one or more Retry Fees during the Class Period for Retry Fees.

35. “Retry Fee” means a non-sufficient funds fee and/or an overdraft fee in connection with an ACH entry on an Account that (a) was resubmitted by the merchant or its bank with a “RETRY PYMT” indicator after the initial request for payment was declined or (b) was preceded by another returned ACH entry submitted by the same merchant in the same amount within the last ten days, so long as the merchant had not used the “RETRY PYMT” indicator on a resubmitted transaction.

36. “Service Award Application” means Class Counsel’s application for service awards to the Settlement Class Representatives of up to \$5,000 per Settlement Class Representative (up to \$15,000 total).

37. “Settlement Administrator” means Verita.

38. “Settlement Administration Expenses” means the costs and expenses reasonably and actually incurred in obtaining the services of the Settlement Administrator and Ankura to facilitate the Settlement, which work includes, but is not limited to, printing and mailing the Class Notice, establishing a settlement website, mailing settlement checks, administering credits to Settlement Class Members, preparing the Settlement Class Member List, and related services, including the costs and expenses incurred by Ankura beginning April 14, 2025 in connection with the Settlement.

39. “Settlement Amount” means the total amount of \$390,881.00 that Florence shall pay in connection with the Settlement, which shall be inclusive of: (i) all payments to Settlement

Class Members; (ii) all attorneys' fees and expenses; (iii) any service awards to the Settlement Class Representatives; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; and (vi) Taxes.

40. "Settlement Class Member" means a person or entity in either or both of the Settlement Classes who is not a Successful Opt-Out. If an Account has more than one account holder, then all authorized account holders shall be treated as one Settlement Class Member for purposes of the Settlement.

41. "Settlement Class Member Payment" means the payment to a Settlement Class Member from the Settlement Amount.

42. "Settlement Class Member List" means the list of all known Settlement Class Members to be provided by counsel for Florence to the Settlement Administrator in accordance with the terms and provisions of Section III.D.1. hereof. The Settlement Class Member List will be compiled by Ankura based on reasonably accessible transactional data and other information provided by Florence. The costs of identifying and preparing the Settlement Class Member List shall be paid out of the Settlement Fund.

43. "Settlement Class Representatives" means Benjamin Sullivan, Laundry Party LLC, and Deirdre Zabawa.

44. "Settlement Classes" means, collectively, the APSN Class and the Retry Class.

45. "Settlement Fund" means the Settlement Amount, and any other funds held in escrow by the Settlement Administrator pursuant to this Settlement Agreement, including accrued interest.

46. "Sullivan Action" means the action captioned, *Benjamin Sullivan, et al. v. Florence Bank*, Docket No. 2480CV00041, filed in the Superior Court, Commonwealth of

Massachusetts, Hampshire County, including any current or future consolidations and amendments thereto.

47. “Taxes” means (1) all federal, state, or local taxes of any kind on any income earned on the Settlement Fund and (2) the reasonable expenses and costs incurred by the Settlement Administrator in connection with determining the amount of, and paying, any taxes owed on interest accrued on the Settlement Fund (including, without limitation, reasonable expenses of tax attorneys and accountants).

48. “Uncashed Settlement Checks” means any checks sent to Settlement Class Members that remain uncashed after a period of 180 days from the date of the first distribution of checks to Settlement Class Members.

49. Capitalized terms used in this Settlement Agreement but not defined above shall have the meaning ascribed to them in this Settlement Agreement, including the attached Exhibits.

II. SETTLEMENT CLASSES

A. Class Definitions. In order to effectuate the Settlement, the Parties agree and consent, for settlement purposes only, and subject to Court approval, that the following Settlement Classes shall be certified:

Retry Class: All Florence Account holders who were charged one or more Retry Fees during the Class Period for Retry Fees.

APSN Class: All Florence Account holders who were charged one or more APSN Fees during the Class Period for APSN Fees.

The Parties’ agreement as to certification of the Settlement Classes is solely for purposes of effectuating a settlement and for no other purpose. Florence retains all of its objections, arguments, and defenses with respect to class certification, and reserves all rights to contest class certification, if the Settlement set forth in this Settlement Agreement does not receive the Court’s

final approval, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement does not receive the Court's final approval, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Classes becomes null and void ab initio, and this Settlement Agreement or any other Settlement-related statement may not be cited regarding certification of the Settlement Classes, or in support of an argument for certifying a class for any purpose related to this or any other proceeding.

B. Settlement Class Representatives. The Parties agree that, for settlement purposes only, the following Class Representatives are adequate representatives of the Settlement Classes as follows: (1) Retry Class: Deirdre Zabawa and Laundry Party LLC; (2) APSN Class: Benjamin Sullivan and Laundry Party LLC.

III. SETTLEMENT PROCEDURES

A. Settlement Administrator. Subject to Court approval, Verita will administer the Settlement. All costs of settlement administration shall be paid from the Settlement Fund.

B. Preliminary Approval Motion.

Not later than 7 days after the execution of this Agreement, Plaintiffs' Counsel shall move the Court for an order substantially in the form of Exhibit C hereto, which shall specifically include provisions that: (a) preliminarily approve the Settlement memorialized in

this Agreement as fair, reasonable and adequate; (b) certify the Settlement Classes as defined herein for settlement purposes only; (c) set a date for a Final Approval Hearing; (d) approve the proposed Class Notices that are attached as Exhibits A and B, and authorize its dissemination to Settlement Class Members; (e) set deadlines consistent with this Agreement for mailing of the Class Notice, opting out of or objecting to the Settlement, and filing papers in connection with the Final Approval Hearing; (f) appoint Settlement Class Representatives as class representatives and Class Counsel as counsel for the Settlement Classes; and (g) approve the appointment of the Settlement Administrator.

C. Class Notice.

The Settlement Administrator shall provide timely Class Notice in the manner and form approved by the Court.

1. Within ninety (90) days of the Preliminary Approval Date, counsel for Florence shall provide the Settlement Class Member List to the Settlement Administrator. In preparing the Settlement Class Member List, Florence shall have no obligation to look beyond information obtainable from Florence's readily-searchable electronic databases. The Settlement Class Member List shall specify:

- (a) The names of all Settlement Class Members;
- (b) The Last Known address for each Settlement Class Member;
- (c) The total number of Retry Fees charged to each Account during the Class Period for Retry Fees;
- (d) The total number of APSN Fees charged to each Account during the Class Period for APSN Fees; and
- (e) The current status of each Account (active or inactive).

The Settlement Administrator shall utilize current U.S.P.S. software and/or the National Change of Address (“NCOA”) database searches to update the address records so that a Settlement Class Member’s most recent address will be utilized for mailing purposes.

2. The Settlement Class Member List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Neither the Settlement Class Member List, nor the information contained in it, shall be reproduced, copied, stored, or distributed in any form, electronic or otherwise.

3. The Settlement Administrator shall provide notice of this Settlement and the Final Approval Hearing to all Settlement Class Members by mailing a copy of the Class Notice, or, for Settlement Class Members who have elected to receive notices electronically from Florence, by email notice. Unless adjusted by Court order, the mailing and emailing of all Class Notices shall be completed within 21 days of the Settlement Administrator’s receipt of the Settlement Class Member List.

4. Prior to the dissemination and mailing of the Class Notice to any Settlement Class Member, the Settlement Administrator shall establish an Internet website using a domain to be mutually agreed upon by the Parties (the “Settlement Website”), which will contain the Class Notice and inform Settlement Class Members of the relevant dates and deadlines and related information. The website shall include, in .pdf downloadable format, the following: (i) the Class Notice; (ii) the Preliminary Approval Order; (iii) this Agreement (including all of its Exhibits); and (iv) any other materials agreed upon by the Parties and/or required by the Court.

5. The cost of providing the Class Notice to each person on the Settlement Class Member List including, without limitation, postage costs and data processing, shall be paid solely from the Settlement Fund. Florence shall have no additional obligation or liability with respect to such costs or expenses.

6. In the event that a Class Notice is returned to the Settlement Administrator by the U.S.P.S. because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Class Notice to the forwarding address within seven (7) days of receiving the returned Class Notice.

7. In the event that subsequent to the first mailing of a Class Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Class Notice is returned to the Settlement Administrator by the U.S.P.S. because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Class Notice within seven (7) days of receiving such information.

8. For a period of 360 days after the Preliminary Approval Date, or 225 days after the Effective Date, whichever is longer, the Settlement Administrator shall maintain, at its expense, a post office box or address, to receive communications in connection with the Settlement.

9. At least five (5) days prior to the Final Approval Hearing, Class Counsel shall serve and file sworn statements evidencing compliance with the provisions of the Preliminary Approval Order concerning the mailing of the Class Notice.

10. Objections To The Settlement.

(a) The Class Notice shall permit any Settlement Class Member to appear at the Final Approval Hearing to object to the proposed Settlement and/or to the Fee Application and/or the Service Award Application, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth in Section III.C.1.b. below, by the Objection Deadline. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing must file a Notice of Intention to Appear with the Clerk of Court and serve the Notice on all Parties.

(b) In order to be heard at the Final Approval Hearing, the Settlement Class Member must make his, her, or their objection in writing and file it with the Court by the Opt-Out and Objection Deadline and serve the objection on all Parties, postmarked not later than the last day to file the objection, at the following addresses: (i) Class Counsel – Michael Appel, Ketterer, Browne & Associates, LLC, 336 Main Street, Bel Air, Maryland 21014; and (ii) counsel for Florence – Alyssa Sussman, Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, New York 10018. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a member of the Settlement Classes; (b) include a detailed statement of such Settlement Class Member's specific objections; (c) state the grounds for such objections; (d) identify all documents and/or other evidence that the Settlement Class Member asks the Court to consider; and (e) if the Settlement Class Member is represented by counsel concerning the objection, the

name of any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the Fee Application or the Service Award Application.

(c) Settlement Class Representatives and Florence may file responses to any objections that are submitted by a Settlement Class Member.

(d) Any Settlement Class Member who does not provide a timely, written objection shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the award of attorneys' fees and costs, or the service award.

D. Final Approval.

1. At the time designated by the Court, Plaintiffs shall move the Court for an order, substantially in the form of Exhibit D hereto, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate; (b) find that the Class Notice as distributed was the best notice practicable under the circumstances and fully satisfied the requirements of due process and applicable rules; (c) approve the plan of distribution of the Settlement Amount and interest accrued thereon; (d) finally certify the Settlement Classes; (e) confirm that Plaintiffs and the Settlement Class Members (except those who have timely and validly requested exclusion from the Settlement Classes) have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Sullivan Action with prejudice, without costs to any Party, except as provided in the Agreement, and subject to the Court's continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of the Settlement Agreement.

2. At the Final Approval Hearing, Settlement Class Representatives and Class Counsel shall make a good faith effort to present sufficient evidence to support the entry of the Final Approval Order and shall present such evidence as they deem appropriate to support any award of attorneys' fees and costs.

IV. SETTLEMENT CONSIDERATION.

A. Monetary Consideration.

1. Settlement Amount. In exchange for the releases described below and dismissal with prejudice of the Sullivan Action, Florence agrees to pay the total Settlement Amount of \$390,881.00 in full settlement of the Sullivan Action. The Settlement Amount shall include (i) all payments to Settlement Class Members; (ii) all attorneys' fees and expenses; (iii) any service awards to the Settlement Class Representatives; (iv) the cost of Class Notice; (v) Settlement Administration Expenses; and (vi) Taxes. Under no circumstances shall Florence be required to pay any amount in addition to the Settlement Amount in connection with the Settlement.

2. Payments to Ankura. Within ten (10) days of the Preliminary Approval Date, Ankura shall make a good faith estimate of the Settlement Administration Expenses from April 14, 2025, through the Effective Date ("Advance Settlement Costs"), in connection with the Settlement. Within fourteen (14) days of receiving Ankura's estimate of Advance Settlement Costs, Florence shall deposit the Advance Settlement Costs to the Settlement Fund, which advances shall be credited against the Settlement Amount. Payment of costs and expenses incurred by Ankura beginning April 14, 2025, shall be paid exclusively from the Settlement Fund.

3. Advance Class Notice Costs. Within seven (7) days of the delivery of the Settlement Class List, the Settlement Administrator shall make a good faith estimate of the Settlement Administration Expenses that will be necessary prior to the Effective Date (the “Advance Class Notice Costs”) based on the number of Class Notices to be mailed and the costs of producing and mailing the Class Notices and establishing a settlement website. Within fourteen (14) days after delivery of the Settlement Class List, Florence shall deposit the Advance Class Notice Costs to the Settlement Fund, which advances shall be credited against the Settlement Amount. Florence shall pay no portion of the Settlement Amount, including any Advance Notice Costs, until it has received a properly completed W-9 Form from the Settlement Administrator.

4. Settlement Fund Balance. Within fourteen (14) business days after the date of entry of the Final Approval Order, Florence shall pay the balance of the Settlement Fund (less the Advance Settlement Costs and the Advance Class Notice Costs).

5. Refund Upon Termination. In the event that the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason, the remaining Settlement Fund (including accrued interest), less expenses and Taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be refunded to Florence.

B. Distribution Plan.

1. Calculation of Settlement Class Member Payment. Each Settlement Class Member who paid at least one Retry Fee during the Class Period for Retry Fees and/or at least one APSN Fee during the Class Period for APSN Fees shall be entitled to receive a Settlement Class Member Payment. The following method will be used to calculate the Settlement Class

Member Payments. The Settlement Amount, after deductions for: (i) any award of attorneys' fees and costs; (ii) any service awards to the Settlement Class Representatives; (iii) the cost of Class Notice; (iv) Settlement Administration Expenses; and (v) Taxes (Net Settlement Fund), will be divided on a pro rata basis as follows:

$$\begin{aligned} & \text{Class Member's Pro Rata \%} \\ &= \frac{\text{Amount of Retry Fees and APSN Fees Paid by That Class Member}}{\text{Total Amount of Retry Fees and APSN Fees Paid By All Class Members}} \end{aligned}$$

$$\text{Class Member Distribution} = \text{Class Member's Pro Rata \%} \times \text{Net Settlement Fund}$$

2. Settlement Class Members With Active Accounts. Within ten (10) days of the Effective Date, the Settlement Administrator will wire to Florence the funds necessary to make all Settlement Class Member Payments to Settlement Class Members whose applicable Accounts are still active. Florence shall then directly deposit the Settlement Class Member Payments into the Settlement Class Members' active Accounts within 30 days after the Effective Date. If any Settlement Class Members close their applicable Account before Florence can deposit their Settlement Class Member Payment, Florence shall deposit those Settlement Class Member Payments back into the Settlement Fund, and those Settlement Class Members shall be paid by check from the Settlement Administrator in accordance with Section IV.B.3. below. The checks shall have the same expiration date as the checks sent to Settlement Class Members with closed Accounts, as outlined in Section IV.B.3 below.

3. Settlement Class Members With Closed Accounts. For Settlement Class Members whose applicable Accounts are no longer active, the Settlement Administrator shall mail checks in the amount of each Settlement Class Member Payment within 30 days after the

Effective Date. The checks shall indicate that they expire 180 days after the date on which the check is issued.

4. Deceased Settlement Class Members. Deceased Settlement Class Members' Settlement Class Member Payments shall be paid by check made out to the estate of the deceased Settlement Class Member, provided that, prior to the Effective Date, the Settlement Class Member's estate informs the Settlement Administrator of the Settlement Class Member's death and provides a death certificate confirming that the Settlement Class Member is deceased.

5. Redistribution of Uncashed Settlement Checks. Within fifteen (15) days after the Settlement checks expire (195 days from the date that the Settlement Administrator issues the Settlement checks to Settlement Class Members), the Settlement Administrator shall, if economically feasible, redistribute any funds remaining as a result of Uncashed Settlement Checks (less the cost of redistribution) in equal amounts to Settlement Class Members whose Settlement checks were cashed and Settlement Class Members whose Settlement payments were directly deposited into their Accounts, by mailing checks to those Settlement Class Members. If the distribution of remaining funds costs more than the amount to be distributed or is otherwise economically unfeasible, or if additional funds remain after a second distribution, the remainder of the Settlement Fund (less costs of settlement administration) will be paid to Massachusetts IOLTA Committee (100%).

6. Tax Obligations. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Settlement Class Members as a result of, or that arise from, any Settlement payments to Settlement Class Members or any other term or condition of this Agreement.

C. Attorneys' Fees and Service Awards.

1. At least seven (7) days before the Objection Deadline, Class Counsel may apply to the Court for an award of attorneys' fees and costs via a Fee Application, and for service awards to the Settlement Class Representatives via a Service Award Application, all to be paid from the Settlement Fund. Class Counsel will provide the current draft of their Fee Application and their brief in support of their Fee Application to counsel for Florence no less than 3 days before filing.

2. Florence agrees not to oppose Class Counsel's request for attorneys' fees of up to 1/3 of the Settlement Amount, and not to oppose Class Counsel's request for reimbursement of reasonable expenses actually incurred and paid. Florence further agrees not to oppose Class Counsel seeking a \$5,000 service award for each Settlement Class Representative. However, Florence reserves its right to oppose any request for attorneys' fees over and above 1/3 of the Settlement Amount, in addition to reasonable expenses actually incurred and paid, and to oppose any request for a service award over and above \$5,000 for each one of the three Settlement Class Representatives. In the event that the Court does not approve Class Counsel's request for attorneys' fees or the Court does not approve the request for service awards for the Settlement Class Representatives, the Settlement and this Agreement shall otherwise remain effective.

3. Class Counsel expressly disclaim any and all right to collect attorneys' fees and costs in excess of the amount awarded by the Court from any person or entity, and agree, upon demand, to execute a release of any person's or entity's obligation to pay such sums. Class Counsel is responsible for distributing any award of attorneys' fees and costs amongst themselves. Florence shall not be liable for any claims ensuing from the distribution of attorneys' fees and costs.

4. Florence shall have no obligation to pay any attorneys' fees or costs to Class Counsel, or any service awards to the Settlement Class Representatives, except as part of the Settlement Amount. Any attorneys' fees and costs and service awards approved by the Court shall be paid from the Settlement Fund within 7 days after the Effective Date.

5. The Settlement is not conditioned upon the Court's approval of the fees or costs sought by Class Counsel or the service awards sought by Plaintiffs. Any appellate proceedings relating solely to the award of attorneys' fees and costs and/or the service awards shall not delay the effectuation of the Releases contained herein.

D. The Settlement Fund.

1. The Settlement Administrator shall invest the Settlement Fund in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in an account fully insured by the United States Government, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

2. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and counsel for Florence or by order of the Court.

3. All funds held by the Settlement 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 such time as such funds shall be distributed pursuant to this Settlement Agreement or further order of the Court.

E. Taxes.

1. Florence (a) shall have the right to impose any reasonable terms and conditions on the operation and maintenance of the Settlement Fund, and of any funds it pays in connection with the Settlement, that it deems appropriate to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys from intentional or unintentional diversion, expenditure, forfeiture, escheat, or other dispersion that is inconsistent with the express terms of the Settlement, and (b) shall inform Class Counsel of any such terms and conditions. In the event Florence desires to have the Settlement Administrator enter into an agreement or undertaking to take advantage of the Qualified Settlement Fund provisions of the tax code or to protect the moneys in accordance with this paragraph, or to obtain any order from the Court in connection with this paragraph, Plaintiffs agree not to object to such requested agreement or order other than on the grounds that the terms or relief sought, in whole or in part, is inconsistent with the express terms of the Settlement.

2. For the purpose of this Section IV.E, references to the Settlement Fund shall include both the portion of the Settlement Amount deposited into escrow and any earnings thereon.

V. RELEASES

A. Settlement Class Representatives and the Settlement Class Members provide the following releases:

1. Upon Final Approval, and in consideration of the promises and covenants set forth in this Settlement Agreement, Settlement Class Representatives and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-

borrowers, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf will be deemed to have completely released and forever discharged Florence, and each of its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors (collectively, the “Released Parties”), from any claim, right, demand, charge, suit, matter, damage, loss, complaint, action, cause of action, obligation, or liability of any and every kind and description, from the beginning of the world until today, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, apparent or unapparent, matured or unmatured, disclosed or undisclosed, accrued or unaccrued, latent or patent, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that were or could have been asserted in the Sullivan Action, or which could be raised in the future, in any court, tribunal, forum, or proceeding, arising out of, in connection with, or relating in any way to the allegations made in the Sullivan Action or the underlying facts and circumstances, including, but not limited to, that Florence was allegedly assessing improper APSN Fees and Retry Fees on Accounts (the “Released Claims”). The Released Claims include, but are not limited to, claims or defenses concerning the Retry Claims and the APSN Claims, and any violation and/or alleged violation of state and/or federal law associated with the Retry Claims and the APSN Claims, whether common law or statutory, arising from, relating to, or in connection with the conduct, acts, and/or omissions described in this paragraph.

2. Without limiting the foregoing, the Released Claims specifically extend to claims that arise out of, relate to, or are in connection with the assessment of APSN Fees

and/or Retry Fees to the Settlement Class Representatives and the Settlement Class Members, and claims that arise out of, relate to, or are in connection with the assessment of bank account fees to the Settlement Class Representatives that were or could have been brought in this litigation, that the Settlement Class Representatives and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases therein, becomes effective. This paragraph constitutes a waiver by the Settlement Class Representatives, and shall be deemed to be a waiver by all Settlement Class Members, of any statutes, laws, or legal principles of any state providing, in effect, that a release does not extend to claims that the releasing party does not know or suspect to exist when executing the release and that, if known, would have affected his or her settlement with the released party, or language similar in purpose.

3. Settlement Class Representatives understand and acknowledge, and all Settlement Class Members shall be deemed to understand and acknowledge, the significance of the waiver set forth in the prior paragraph. In connection with such waiver and relinquishment, Settlement Class Representatives acknowledge, on behalf of themselves and all Settlement Class Members, that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, and finally, and forever, all Released Claims, and in furtherance of such intention, the release of the Released Claims provided to the Released Parties will be and remain in effect notwithstanding the discovery or existence of any additional or different facts. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or

equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

4. Settlement Class Representatives, on behalf of themselves and the Settlement Class Members, covenant and agree: (i) not to sue, institute, cause to be instituted, permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Classes but who requested to be excluded from the Settlement Classes, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Settlement Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

5. Nothing in this Agreement shall operate or be construed to release any claims or rights Florence has to recover any past, present, or future amounts that may be owed by Plaintiffs or by any Settlement Class Member on any accounts, loans, or debts with Florence, pursuant to the terms and conditions of such accounts, loans, or debts.

B. Dismissal.

If the Settlement Agreement is finally approved, the Parties agree that Plaintiffs will cause the claims in the Action to be dismissed with prejudice, with all parties to bear costs not

otherwise awarded. Plaintiffs will perform all procedural steps necessary to effectuate dismissal with prejudice of the Action upon Final Approval of the Settlement.

VI. REPRESENTATIONS AND WARRANTIES

A. Attorneys' Fees and Costs. Settlement Class Representatives and Class Counsel represent and warrant that (i) the Settlement Amount includes all attorneys' fees and costs incurred in connection with the Sullivan Action , and (ii) any Fee Application they file shall include all persons (natural or legal) having any interest in any award of attorneys' fees or costs in connection with the Sullivan Action. Any Fee Application shall include within its scope all attorneys and law firms with a financial interest in any such award. Settlement Class Representatives and Class Counsel agree to indemnify and hold harmless Florence and all Released Parties against any claims related to or arising from any other persons or entities claiming any interest in any award of attorneys' fees or litigation costs in connection with the Sullivan Action or the Released Claims.

B. Class Counsel. Settlement Class Representatives and Class Counsel represent and warrant that the term "Class Counsel" as defined in Section I.11. of this Agreement includes all persons (natural or legal) having any interest in any award of attorneys' fees or costs in connection with the Sullivan Action.

C. Best Efforts. Settlement Class Representatives and Class Counsel represent and warrant that they shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement as promptly as possible, use their best efforts to resist and oppose any or all objections to the Settlement, and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

D. Cooperation. Settlement Class Representatives and Class Counsel represent and warrant that they shall cooperate with Florence and Florence's Counsel in executing any additional documents required for implementation, effectuation, and/or documentation of the Settlement. Florence and Florence's Counsel represent and warrant that they shall cooperate with Settlement Class Representatives and Class Counsel in executing any additional documents required for implementation, effectuation, and/or documentation of the Settlement.

E. Parties Authorized to Enter into Settlement Agreement. Any individual executing this Settlement Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Settlement Agreement on such Party's behalf and to carry out the obligations provided for therein. Each individual executing this Agreement on behalf of a Party covenants, warrants, and represents that he or she is and has been fully authorized to do so by such Party. Each Party represents and warrants that he, she, or it intends to be bound fully by the terms of this Settlement Agreement.

F. Breach of Settlement Agreement. If any person, legal or natural, breaches the terms of any of the representations and warranties in this section, he, she, or it shall be fully liable for all damages he, she, or it caused, including legal fees and costs reasonably incurred as a consequence of the breach, to any adversely affected Party. Any adversely affected Party may institute a proceeding before the Court to recover all sums due and owing under this paragraph, and to seek additional equitable relief as the Court deems proper and just, and the Court shall retain jurisdiction over this matter to entertain such proceedings.

G. Advice of Counsel. Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of

any nature or kind by any other party, other than the warranties and representations expressly made in this Settlement Agreement.

H. Agreement Review. This Settlement Agreement has been carefully read by each of the Parties, or the responsible officers thereof, and its contents are known and understood by each of the Parties. This Settlement Agreement is signed freely by each Party executing it.

I. No Assignment, Transfer, Grant. No Party to this Settlement Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or causes of action disposed of by this Settlement Agreement.

J. Representation of Persons With APSN Claims and/or Retry Claims. Class Counsel represents that as of March 12, 2026, neither they nor any of their current or former firms, predecessors, successors, partners, shareholders, agents (alleged or actual), representatives, employees, or affiliates have any other existing or prospective clients, who are not members of the APSN Class and/or Retry Class, with unfiled claims against Florence or any Released Party regarding the matters asserted in this Action and that they do not intend to seek out any prospective clients to file such claims.

VII. MISCELLANEOUS PROVISIONS

A. Settlement Conditioned Upon Approval. In addition to the provisions hereof, this Settlement Agreement shall be subject to the ordinary and customary judicial approval procedures. If the Settlement is not finally approved, certification of the Settlement Classes will be void, no doctrine of waiver, estoppel, or preclusion shall be asserted in any litigated class certification proceedings in the Action or any other action relating to the subject matter of this Settlement, and this Settlement Agreement and its existence shall be inadmissible to establish any fact relevant to class certification or any alleged liability of Florence for the matters alleged

in the Action or for any other purpose. In the event that the Settlement is not approved as presented, or Florence terminates the Settlement as permitted herein, the Parties agree that neither the terms of this Settlement Agreement, the Parties' settlement negotiations, nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders, or public statements, may be used as evidence for any purpose whatsoever. In addition, neither the fact of, nor any documents relating to, Florence's termination of the Settlement, any failure of the Court to approve the Settlement, or any objections or interventions may be used as evidence for any purpose whatsoever.

B. Terms and Intent of Agreement. This Agreement is entered into only for purposes of settlement. In the event that the Court enters an order preliminarily or finally approving the Settlement of the Action in a manner that is inconsistent with the terms and intent of this Agreement, the Parties shall meet and confer in good faith regarding any modifications made to the proposed order. If, after meeting and conferring in good faith, Florence determines that the modifications materially alter the terms and intent of this Agreement, including, but not limited to, because the modifications may increase Florence's liability or reduce the scope of the releases or of the Settlement Classes, or if the Court refuses to grant Final Approval of this Agreement or the Effective Date does not come to pass, then Florence shall have the option to terminate this Agreement. Each Party reserves the right to prosecute or defend this Action in the event that this Agreement does not become final and binding.

C. No Admissions. Florence expressly disclaims and denies any wrongdoing or liability whatsoever. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by Florence of any liability or wrongdoing by Florence

or any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf with respect to the assessment of any fees or that the case was properly brought as a class action, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief with respect to Florence's assessment of any Fees. Florence may file the Settlement Agreement in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. In the event that the Settlement is not finally effective, all Parties agree that the Settlement shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions as of the date this agreement is executed.

D. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted Final Approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement.

E. Confidentiality.

It is agreed that until the filing of the Preliminary Approval Motion, the Settlement Agreement and its terms shall be confidential and shall not be disclosed to any person, other than the Parties' attorneys and tax advisors, unless required by applicable disclosure laws, required to be disclosed to auditors or regulators, or agreed to by the Parties.

F. Publicity. Class Representatives, Class Counsel, Florence, and Florence's Counsel shall not issue any public statement, including any press release, advertisement, Internet posting, or similar public statement regarding this Settlement for any purpose.

G. Non-Disparagement. Class Representatives, Class Counsel, Florence, and Florence's Counsel shall not issue, or otherwise cause to be issued, any press release, advertisement, Internet posting, or other public statement, whether oral or written, which (a) disparages any of the Class Representatives, Class Counsel, Florence, or Florence's Counsel, including any statement tending to harm a Party's reputation, business interests, or goodwill; or (b) includes confidential information.

H. Notices. Any notice sent in connection with this Agreement shall be transmitted by U.S Mail or Federal Express or an equivalent overnight delivery service as follows:

To Plaintiffs and Class Counsel:
Michael Appel
KETTERER, BROWNE & ASSOCIATES, LLC
336 South Main Street
Bel Air, MD 21014

To Florence and Florence's Counsel:
Alyssa Sussman
GOODWIN PROCTER LLP
The New York Time Building
620 Eighth Avenue
New York, NY 10018

I. Time Periods: The time periods and dates described in this Settlement Agreement with respect to the giving of Class Notice and hearings will be subject to Court approval and modification by the Court with the consent of the parties, which will not be unreasonably withheld.

J. Governing Law: The Settlement Agreement is governed by the laws of the Commonwealth of Massachusetts without reference to choice of law principles.

K. No Construction Against Drafter: The Settlement Agreement was, and is deemed to have been, drafted by all Parties, and any rule that a document shall be interpreted against the drafter will not apply to this Settlement Agreement.

L. Agreement Binding on Successors in Interest: This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the parties.

M. Execution: The Parties and their counsel may execute this Settlement Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

N. Entire Agreement: This Settlement Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Settlement Agreement. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

O. Exhibits. Each and every exhibit to this Settlement Agreement is incorporated herein by this reference as though fully set forth herein. If there is any conflict between the terms of the Settlement Agreement and the attached exhibits, the Settlement Agreement shall control.

P. No Waiver. The provisions of the Settlement Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Settlement Agreement.

Q. Modifications. No modifications to this Settlement Agreement may be made without written agreement of all Parties and, as necessary, with Court approval.

R. Third-Party Beneficiaries. The Released Parties who are not signatories hereto shall be third-party beneficiaries under this Settlement Agreement and shall be entitled to enforce this Settlement Agreement in accordance with its terms. Aside from the Released Parties, this Settlement Agreement shall not inure to the benefit of any third party.

S. Error Limitations. The obligations of Florence with respect to Section IV.B.2. of this Agreement relating to the deposit of moneys in Settlement Class Members' active Accounts shall be performed reasonably and in good faith, subject to the further proviso that the terms of the Settlement and any Court orders shall control. So long as Florence abides by the terms of the Settlement, Florence shall not be liable for erroneous, improper or inaccurate actions, omissions, crediting or payment, or the actions of third parties other than Florence, and the releases and any judgment shall be effective as of Final Approval as to every Settlement Class Member notwithstanding any error or dispute and regardless of whether such error or dispute is corrected or addressed only thereafter.

T. No Claims Arising from this Settlement Agreement. No person shall have any claim against any of the Released Parties, against Settlement Class Representatives, or against counsel for any Party, based on distribution of benefits made substantially in accordance with this Settlement Agreement or related order(s) of the Court.

U. No Alteration of Accounts or Release of Debt. Under no circumstances shall the Settlement Agreement be deemed to alter, amend, or change the terms and conditions of any credit card, debit card, consumer account, or debt as to which any Settlement Class Member is or was a party, or to provide a defense to any such debtor relationship. Settlement Class

Representatives and Settlement Class Members expressly covenant and agree, as a material inducement to Florence, and recognizing the practical difficulties faced by Florence in ongoing or future matters, that each of them waives and forever relinquishes any claim to have Florence or the Released Parties amend, alter or revise rights, demands, suits, or other claims made (or to be made) in order to reflect the Settlement Fund provided or to be provided or to reflect the other terms of this Agreement and the Settlement.

V. Retention of Jurisdiction. Although the Court shall enter a judgment, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Settlement Agreement.

W. Severability. The provisions of this Agreement, except for the provisions in Section V (releases), are severable insofar as the partial or complete invalidity, illegality or legal ineffectiveness of any term in the Agreement shall not affect the validity, legality or legal effectiveness of the remainder of such term or of any other terms therein.

X. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SETTLEMENT CLASS REPRESENTATIVES

BENJAMIN SULLIVAN

Benjamin Sullivan

Benjamin Sullivan

Date: 06 / 03 / 2026

LAUNDRY PARTY LLC

Benjamin Sullivan

By: Benjamin Sullivan

Title: Owner

Date: 06 / 03 / 2026

DEIRDRE ZABAWA

Deirdre Zabawa

Date:

SETTLEMENT CLASS REPRESENTATIVES

BENJAMIN SULLIVAN

Benjamin Sullivan

Date:

LAUNDRY PARTY LLC

By:
Title:

Date:

DEIRDRE ZABAWA

Deirdre Zabawa

Deirdre Zabawa

Date: 05 / 29 / 2026

CLASS COUNSEL

STRANCH, JENNINGS & GARVEY, PLLC

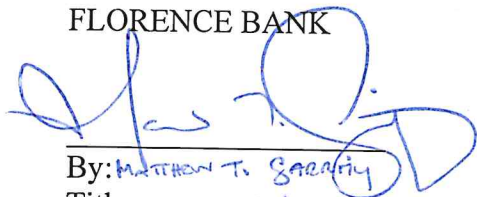
Marty Schubert

Martin Schubert, *pro hac vice*

Date: 06 / 02 / 2026

DEFENDANT

FLORENCE BANK

A large, stylized handwritten signature in blue ink, appearing to read 'Matthew T. Gentry', is written over a horizontal line.

By: MATTHEW T. GENTRY

Title: President & CEO

Date: 6/2/20

DEFENSE COUNSEL

ALYSSA A. SUSSMAN

A handwritten signature in black ink, appearing to read 'Alyssa', with a long horizontal flourish extending to the right.

Alyssa A. Sussman

Date: June 8, 2026

Exhibit A – Summary Notice

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

There has been a proposed class action settlement in the lawsuit entitled *Benjamin Sullivan, Laundry Party LLC, and Deirdre Zabawa*, on behalf of themselves and all others similarly situated v. *Florence Bank*, No. 2480CV00041, which is pending in Hampshire County Massachusetts Superior Court. In the lawsuit, Plaintiffs alleged that, at certain times between April 12, 2018, through February 12, 2024, Defendant improperly charged: (1) Overdraft fees and NSF fees on an item that had previously incurred an NSF Fee (“Retry Fees”); and (2) Overdraft fees incurred on debit card transactions that were authorized with a positive account balance and settled with a negative account balance (“APSN Fees”). Defendant denies any wrongdoing, and it has agreed to settle to avoid the burden and expense of litigation. If you are a member of the Settlement Class and the settlement is approved, you may be entitled to receive a cash payment from the \$390,881.00 Settlement Fund. The amount and nature of the benefits you are entitled to will be determined by an independent Settlement Administrator based on the Settlement Agreement and not by Defendant. You do not need to make any claim for benefits; if the settlement is granted final approval, you will automatically be sent any benefits to which you are entitled, including through an account credit or check.

The Court has preliminarily approved this settlement. It will hold a final approval hearing on [DATE OF FINAL APPROVAL HEARING and TIME] at Hampshire Superior Court, 15 Gothic Street, Northampton, Massachusetts 01060. You do not need to attend this hearing. At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve payment of attorneys’ fees up to 1/3 of the value of the settlement to be paid from the Settlement Fund, payment of three service awards up to \$5,000 each, to be paid from the Settlement Fund, and reasonable expenses. If the Court grants final approval, in exchange for the benefits made available under the settlement, you will release your right to bring any claim covered by the settlement.

To obtain more information and other important documents, please visit: [SETTLEMENT WEBSITE ADDRESS]. Alternatively, you may call [PHONE NUMBER].

You may object to the settlement by submitting a written objection. Any objection must be postmarked no later than [DEADLINE TO OBJECT]. You may learn more about the objection procedures and requirements by visiting [SETTLEMENT WEBSITE] or calling [PHONE NUMBER].

Exhibit B – Detailed Notice

If you were assessed a Challenged Fee¹ by Florence Bank, you could get a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- The settlement relates to certain fees (defined in footnote 1 below) that Florence Bank (“Defendant”) charged between April 12, 2018, through February 12, 2024. If you were charged such a fee, you are a member of the Settlement Class.
- Class Members who do nothing will automatically receive a check or account credit. Payments and credits will be from the Net Settlement Fund based on a percentage of the amount of applicable fees paid. The amount of these payments will be determined by an independent settlement administrator and not by Defendant.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Automatically receive a settlement check or account credit once the settlement is finally approved. Give up the right to bring a separate lawsuit about the same issue.
OBJECT	Write to the Court about why you don’t like the settlement. If the settlement is approved you will still automatically receive a check or account credit and give up the right to bring a separate lawsuit about the same issue.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement.

BASIC INFORMATION

1. Why did I get this notice?

¹ Plaintiffs alleged that, at certain times between April 12, 2018, through February 12, 2024, Florence Bank improperly charged: (1) Overdraft fees and NSF fees on an item that had previously incurred an NSF Fee (“Retry Fees”); and (2) Overdraft fees incurred on debit card transactions that were authorized with a positive account balance and settled with a negative account balance (“APSN Fees”) (together, the “Challenged Fees”).

If you received a postcard notice or email relating to this case then the records of Defendant show that you were assessed a Challenged Fee (as defined in footnote 1, above). Because of this, you are a member of one or both of the Settlement Classes, and you may be affected by this class action settlement.

The Court is providing this notice because you have a right to know about the proposed class action settlement, and about your options, before the Court decides whether to approve the settlement. If you do nothing and the Court approves the settlement, and after any appeals are resolved, the benefits of the settlement will be provided to you.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

The Court in charge of the case is Hampshire County Massachusetts Superior Court, and the case is known as *Benjamin Sullivan, Laundry Party LLC, and Deirdre Zabawa, on behalf of themselves and all others similarly situated v. Florence Bank*. The persons and entity who sued are called Plaintiffs, and the entity sued is called Defendant.

2. What is the lawsuit about?

The lawsuit claims that Defendant improperly assessed the fees described in footnote 1 above. Defendant denies that it did anything wrong. Defendant claims that it was allowed to assess these fees and properly did so in accordance with the terms of its account agreements and applicable law.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Benjamin Sullivan, Laundry Party LLC, and Deirdra Zabawa) sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action solely for the purposes of settlement and notice. Because the case is a class action, one court resolves the issues for everyone in the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. Defendant denies any wrongdoing and states that the Challenged Fees were assessed properly in accordance with the terms of their account agreements and applicable law. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will be provided with benefits from this settlement, you first have to decide if you are a Class Member of either of the Settlement Classes.

5. How do I know if I am part of the settlement?

If you received an email or postcard notice addressed to you then you are a member of one or both of the Settlement Classes, you will be a part of the settlement, and the applicable benefits of the settlement will be provided to you. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

The Defendant has agreed to pay \$390,881.00 into a Settlement Fund to settle this case. As discussed separately below, attorneys' fees, litigation costs, the costs of this notice, and the costs of distributing the settlement benefits, among other settlement administration costs, and a service award to each of the Class Representatives will also be paid out of the Settlement Fund.

7. What can I get from the settlement?

After deducting the attorneys' fees and expenses, costs of notice and administration, and service awards to the Class Representatives approved by the Court, there will be a Net Settlement Fund available for distribution to Class Members. Each Class Member will be paid from this fund on a pro rata basis, based on the amount of applicable Fees paid by the Class Member. For example, a Class Member who paid \$100 in applicable fees will receive a check or account credit for twice as much as a Class Member who paid \$50 in applicable fees.

The actual amount of any Class Member's check or account credit will be determined by an independent settlement administrator based on the following formula:

$$\begin{aligned} &\textit{Class Member's Pro Rata \%} \\ &= \frac{\textit{Amount of Retry Fees and APSN Fees Paid by That Class Member}}{\textit{Total Amount of Retry Fees and APSN Fees Paid By All Class Members}} \end{aligned}$$

$$\textit{Class Member Distribution} = \textit{Class Member's Pro Rata \%} \times \textit{Net Settlement Fund}$$

You will not receive more in the settlement than the amount of the applicable fees that you paid during the Class Period and are likely to receive less.

8. What do I need to do to receive a payment from the settlement?

You do not need to do anything to receive a payment from the settlement or account credit. You will receive a settlement payment or account credit if the settlement is approved and becomes final and if you are eligible. If your address changes, however, please call the number at the bottom of this notice to report the address change so that your payment reaches you.

9. When would I get my payment?

The Court will hold a hearing on **[DATE OF FINAL APPROVAL HEARING]** to decide whether to approve the settlement. You do not need to attend. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year. You do not need to do anything to receive your payment.

10. What am I giving up to get a payment?

You can't sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims that were or could have been brought in *this* case. That also means that all of the Court's orders will apply to you. Once the settlement is final your claims relating to claims that were or could have been brought in *this* case will be released and forever barred.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court appointed the law firms of CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; Gibbs Mura LLP; and Ketterer, Browne & Associates, LLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 1/3 of the value of the settlement to be paid from the Settlement Fund, plus reimbursement of expenses, and a service award to each of the Class Representatives of up to \$5,000, to be paid from the Settlement Fund. The amount of the attorneys' fees, expenses, and service awards must be approved by the Court.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

13. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. The Court will consider your views. To object, you must send a letter saying that you object to *Benjamin Sullivan v. Florence Bank*. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any evidence or legal argument that supports your objection. You must mail the objection to the following address postmarked no later than **[DEADLINE TO OBJECT]**:

Benjamin Sullivan v. Florence Bank Objections

[Settlement Administrator Address 1]

[Settlement Administrator Address 2]

[City], [State] [ZIP].

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend the hearing. However, if you wish, you may attend and may ask to speak.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at [DATE OF FINAL APPROVAL HEARING and TIME] at Hampshire Superior Court, 15 Gothic Street, Northampton, Massachusetts 01060 or by telephonic or videoconference, which will be listed on the settlement website. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 16 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. You are not required to attend this hearing.

15. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Benjamin Sullivan v. Florence Bank*." You must include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must be postmarked no later than [DEADLINE TO OBJECT], and be sent to the address listed under question 13 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph and must file an appearance in accordance with the applicable rules of the Court.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, and you will be provided the payments provided by the settlement once it becomes final. In exchange for the payment you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims released in the Settlement Agreement.

GETTING MORE INFORMATION

18. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details, including the settlement agreement, are available on the settlement website [add URL]. You can also call toll free [PHONE #]. Be sure to state that you are calling about the *Benjamin Sullivan v. Florence Bank* settlement.

Exhibit C – Preliminary Approval Order

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY, SS

SUPERIOR COURT

DOCKET NO. 2480CV0041

BENJAMIN SULLIVAN, LAUNDRY PARTY
LLC, and DEIRDRE ZABAWA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

FLORENCE BANK,

Defendant.

PRELIMINARY APPROVAL ORDER

PRELIMINARY APPROVAL ORDER

Plaintiffs Benjamin Sullivan, Laundry Party LLC, and Deirdra Zabawa (collectively, “Plaintiffs” or “Class Representatives”), and Defendant, Florence Bank, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiffs have moved the Court to certify for settlement purposes only the Settlement Class under Massachusetts Rules of Civil Procedure 23(a) and (b); to grant preliminary approval to the Settlement under Massachusetts Rule of Civil Procedure 23(c); 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 deadline to object to the Settlement has 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 Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant (together, the “Parties”) in the above-captioned case.

3. The Court finds that, solely for the purposes of settlement and notice, the requirements of Massachusetts Rules of Civil Procedure 23(a) and (b) 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 Fees;
- c. The claims of the Class Representatives are typical of the claims of the Class because they arise from the same Fee practices;
- d. The Class Representatives 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, as the claims center on the practices regarding the Challenged Fees; and
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the claims are numerous but each claim individually is not large.

4. The Court therefore **CERTIFIES** the following Settlement Classes for settlement purposes only:

Retry Class: All Florence Account holders who were charged one or more Retry Fees during the Class Period for Retry Fees.

APSN Class: All Florence Account holders who were charged one or more APSN Fees during the Class Period for APSN fees.

The Class Period for Retry Fees is April 12, 2018, through February 12, 2024. The Class Period for APSN Fees is April 12, 2018, through June 5, 2023. The Challenged Fees are (1) Overdraft fees and NSF fees incurred on an item that had previously incurred an NSF Fee (“Retry Fees”); and (2) Overdraft fees incurred on debit card transactions that were authorized with a positive account balance and settled with a negative account balance (“APSN Fees”). 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. The Court appoints Benjamin Sullivan, Laundry Party LLC, and Deidre Zabawa as Class Representatives, and the Court appoints CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; Gibbs Mura LLP; Troutman & Judge, LLC; and Ketterer, Browne & Associates, 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. Ankura Consulting is authorized to be paid for services as provided 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 _____ o'clock, on _____, 202__, at Hampshire Superior Court, 15 Gothic Street, Northampton, MA 01060, or via video or teleconference, 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 Classes, 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. Class Members 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 notices included in the Settlement Agreement. If the Class Member or their Counsel wishes to speak at the Final Approval Hearing, they should comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement Agreement.

9. Any Class Member who does not make their objection known in the manner provided in the Settlement Agreement and 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.

10. 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.

11. 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.

12. Prior to the deadline for objecting to the Settlement, 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.

13. 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.

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

SO ORDERED.

Dated:

Judge James M. Manitsas

Exhibit D – Final Approval Order

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY, SS

SUPERIOR COURT

DOCKET NO. 2480CV0041

BENJAMIN SULLIVAN, LAUNDRY PARTY
LLC, and DEIRDRE ZABAWA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

FLORENCE BANK,

Defendant.

FINAL APPROVAL ORDER

FINAL APPROVAL ORDER

WHEREAS, Plaintiffs Benjamin Sullivan, Laundry Party LLC, and Deidre Zabawa (collectively, “Plaintiffs” or “Class Representatives”) and Defendant Florence Bank (together, the “Parties”) entered into the Class Action Settlement Agreement (“Settlement Agreement”);

WHEREAS, this Court previously entered the Preliminary Approval order, which certified, for settlement and notice purposes only, the following classes (the “Classes”):

Retry Class: All Florence Account holders who were charged one or more Retry Fees during the Class Period for Retry Fees.

APSN Class: All Florence Account holders who were charged one or more APSN Fees during the Class Period for APSN Fees.

The Class Period for Retry Fees is April 12, 2018, through February 12, 2024. The Class Period for APSN Fees is April 12, 2018, through June 5, 2023. The Challenged Fees are (1) Overdraft fees and NSF fees incurred on an item that had previously incurred an NSF Fee (“Retry Fees”); and (2) Overdraft fees incurred on debit card transactions that were authorized with a positive

account balance and settled with a negative account balance (“APSN Fees”). 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;

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to the members of the Settlement Classes, directing that appropriate notice of the Settlement Agreement be given to the Settlement Classes, and scheduling a hearing on final approval;

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order the Settlement Administrator caused the notice to be emailed and/or mailed by United States First Class Mail to all known members of the Classes and the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on _____, 2026, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records, and proceedings in the lawsuit, the benefits to the Class Members under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant (together, the “Parties”) in this case.

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. The Class Representatives and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement.

5. The Settlement is the product of good faith, arm’s-length negotiations by the Class Representatives and Class Counsel, and Defendant and Defendant’s Counsel, and the Classes and Defendant were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the notice given to members of the Class—individuals emailed or mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of the applicable rules and Due Process.

7. The Settlement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the Class Representatives, the Class, Class Counsel, Defendant, and Defendant’s Counsel to effectuate the Settlement according to its terms.

8. The Settlement provides for certain benefits to the Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the parties are authorized to implement distribution of the Settlement Fund after deductions for fees, expenses, and service awards as approved by the Court.

9. The Court shall have continuing jurisdiction over the Settlement Fund.

10. In consideration of the promises and covenants set forth in this Settlement Agreement, Settlement Class Representatives and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf are hereby deemed to have completely released and forever discharged Florence, and each of its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors (collectively, the “Released Parties”), from any claim, right, demand, charge, suit, matter, damage, loss, complaint, action, cause of action, obligation, or liability of any and every kind and description, from the beginning of the world until today, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, apparent or unapparent, matured or unmatured, disclosed or undisclosed, accrued or unaccrued, latent or patent, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that were or could have been asserted in the Sullivan Action, or which could be raised in the future, in any court, tribunal, forum, or proceeding, arising out of, in connection with, or relating in any way to the allegations made in the Sullivan Action or the underlying facts and circumstances, including, but not limited to, that Florence was allegedly assessing improper APSN Fees and Retry Fees on Accounts (the “Released Claims”). The Released Claims include, but are not limited to, claims or defenses concerning the Retry Claims and the APSN Claims, and any violation and/or alleged violation of state and/or federal law associated with the Retry Claims and the APSN Claims, whether common law or statutory, arising from, relating to, or in connection with the

conduct, acts, and/or omissions described in this paragraph. Without limiting the foregoing, the Released Claims specifically extend to claims that arise out of, relate to, or are in connection with the assessment of APSN Fees and/or Retry Fees to the Settlement Class Representatives and the Settlement Class Members, and claims that arise out of, relate to, or are in connection with the assessment of bank account fees to the Settlement Class Representatives that were or could have been brought in this litigation, that the Settlement Class Representatives and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases therein, becomes effective. The Settlement Class Representatives, and all Settlement Class Members, are hereby deemed to have waived any statutes, laws, or legal principles of any state providing, in effect, that a release does not extend to claims that the releasing party does not know or suspect to exist when executing the release and that, if known, would have affected his or her settlement with the released party, or language similar in purpose. The Settlement Class Representatives, and all Settlement Class Members, are hereby barred and permanently enjoined from suing, instituting, asserting, causing to be instituted, permitting to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties.

11. The Court hereby decrees that neither the Settlement Agreement, nor this Order, nor the fact of the Settlement, is an admission or concession by Defendant or the Released Parties of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendant or the Released Parties in any proceeding, other than such proceedings

as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

12. The Court adjudges that the Settlement Class Representatives and all Settlement Class Members shall be bound by this Final Approval Order.

13. The above-captioned lawsuit is hereby dismissed with prejudice and without assessment of costs or attorneys' fees against any party, except as provided in the Settlement and Court order.

14. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit. The Court expressly incorporates the Settlement Agreement into this Order and retains jurisdiction over the Settlement, the parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

Judge James M. Manitsas

CERTIFICATE *of* SIGNATURE

REF. NUMBER
U7TEM-5ERCB-KKWKX-RH49Z

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUN 2026 11:48:44
UTC

SIGNER

BEN SULLIVAN

EMAIL
HEHESULLY@GMAIL.COM

TIMESTAMP

SENT
02 JUN 2026 18:00:49

VIEWED
03 JUN 2026 11:48:01

SIGNED
03 JUN 2026 11:48:44

SIGNATURE



IP ADDRESS
24.91.50.64

LOCATION
HOLYOKE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUN 2026 11:48:01



CERTIFICATE *of* SIGNATURE

REF. NUMBER
XUS9C-7VDYY-2WCUM-TSYER

DOCUMENT COMPLETED BY ALL PARTIES ON
29 MAY 2026 17:15:22
UTC

SIGNER

DEIRDRE ZABAWA

EMAIL
DEIRDREZABAWA@GMAIL.COM

TIMESTAMP

SENT
29 MAY 2026 16:35:28

VIEWED
29 MAY 2026 16:42:09

SIGNED
29 MAY 2026 17:15:22

SIGNATURE

Deirdre Zabawa

IP ADDRESS
166.198.21.14

RECIPIENT VERIFICATION

EMAIL VERIFIED
29 MAY 2026 16:42:09



CERTIFICATE *of* SIGNATURE

REF. NUMBER
KAK2G-IQ4MF-ZZWP6-J4ZC7

DOCUMENT COMPLETED BY ALL PARTIES ON
02 JUN 2026 20:27:55
UTC

SIGNER

MARTY SCHUBERT

EMAIL
MSCHUBERT@STRANCHLAW.COM

TIMESTAMP

SENT
02 JUN 2026 19:06:34

VIEWED
02 JUN 2026 20:27:42

SIGNED
02 JUN 2026 20:27:55

SIGNATURE



IP ADDRESS
136.144.42.199

LOCATION
WASHINGTON, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
02 JUN 2026 20:27:42

