EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the "Settlement Agreement" or "Agreement")[1] is made and entered into this 16th day of June, 2026, by and among (1) Plaintiff Kirk Layne, individually and on behalf of the Settlement Class, and (2) Defendant Bank of America, N.A., subject to Preliminary Approval and Final Approval as required by the Federal Rules of Civil Procedure. As provided herein, Plaintiff Layne, Class Counsel, and Defendant hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Judgment, all claims of the Settlement Class against Defendant in the action titled *Dennie v. Bank of America, N.A.*, Case No. 3:24-cv-00454-MOC-DCK (W.D.N.C. filed May 6, 2024), shall be settled and compromised upon the terms and conditions contained herein.

RECITALS

1. This putative class action was originally filed on May 6, 2024, in the United States District Court for the Western District of North Carolina against Bank of America, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, violations of the Electronic Fund Transfer Act, 15 U.S.C. § 1693 *et seq.* (the "EFTA"), violations of the North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75.1-1 *et seq*., and violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200. Plaintiff Kimberly Dennie brought claims individually and on behalf of a nationwide class and California subclass of Bank of America customers arising from Defendant's handling of electronic fund transfers disputed by Accountholders as unauthorized and/or fraudulent. *Dennie v. Bank of America, N.A.*, No. 3:24-cv-00454-MOC-DCK, ECF No. 1 (W.D.N.C. filed May 6, 2024) (the "Action").

[1] All capitalized terms herein have the same meanings as those given to them in Section I below.

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2. Plaintiffs Dennie and Layne filed an Amended Complaint on July 19, 2024. ECF No. 14. On August 19, 2024, Defendant filed a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), arguing, *inter alia*, that Plaintiffs failed to state a claim upon which relief could be granted. ECF Nos. 21, 22.

3. Plaintiffs filed an opposition brief on September 17, 2024, ECF No. 25, and Defendant filed its reply brief on September 30, 2024, ECF No. 27.

4. On December 18, 2024, the Court denied Defendant's motion to dismiss. ECF No. 29.

5. Defendant answered the Amended Complaint on January 17, 2025, by denying the material allegations and raising six (6) affirmative defenses. ECF No. 32.

6. Thereafter, the Parties engaged in discovery. Initial disclosures were exchanged; a protective order was agreed to and entered; an ESI protocol was agreed to and entered; the Parties exchanged requests for production and interrogatories and each side responded; and Plaintiffs served deposition notices.

7. The Parties thereafter began discussing the possibility of mediation. On October 17, 2025, the Parties filed a joint motion to stay the case and extend deadlines pending mediation and the Court granted that motion on October 20, 2025. ECF Nos. 45, 46.

8. On November 18, 2025, the Parties engaged in an in-person mediation with a JAMS neutral, Judge Diane M. Welsh (Ret.), a respected mediator experienced in mediating class actions alleging EFTA claims. With the assistance of Judge Welsh, the Parties agreed to the material terms of Settlement, which they memorialized in a term sheet executed on November 18, 2025.

9. Following mediation, a settlement agreement was agreed to and sent to all Parties for execution. Although Plaintiff Layne signed the prior agreement, Plaintiff Dennie did not. Due

to Plaintiff Dennie's refusal to execute the agreement, Plaintiffs' Counsel moved to withdraw as her counsel and the Parties agreed to settle this case between Plaintiff Layne, as the sole class representative, and Defendant.

10. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties. The Parties intend this Agreement to bind Plaintiff Layne, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Account" means any deposit account for which a Bank of America Accountholder has made a claim of an unauthorized electronic fund transfer related to a debit card or automated teller machine (ATM) transaction, as to which that claim was denied during the Class Period.

1.2 "Accountholder" means any person who has or had any interest, whether legal or equitable, in an Account during the Class Period and includes Current Accountholders and Former Accountholders.

1.3 "Action" means *Dennie v. Bank of America, N.A.*, Case No. 3:24-cv-00454-MOC-DCK (W.D.N.C.), pending in the United States District Court for the Western District of North Carolina.

1.4 "Approved Claim" means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class

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Member; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.5 "Claim Form" means the document substantially in the form attached hereto as Exhibit A, or as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a claim for a payment, shall be available in electronic and paper format in the manner described below.

1.6 "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely. The Claims Deadline, proposed to the Court, shall be no later than sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.7 "Class Counsel" means:

EDELSBERG LAW, P.A.
Scott A. Edelsberg
Adam A. Schwartzbaum
20900 NE 30th Avenue
Aventura, FL 33180

SHAMIS & GENTILE, P.A.
Edwin E. Elliott
14 NE 1st Avenue, Suite 705
Miami, FL 33132

KALIEL GOLD PLLC
Jeffrey D. Kaliel
Sophia Goren Gold
490 43rd Street, No. 122
Oakland, CA 94609

WILKERSON JUSTUS PLLC
David M. Wilkerson
9 SW Pack Sq., Suite 301
Asheville, NC 28801

1.8 "Class Period" means the period from May 6, 2023, to the date the Court enters the Preliminary Approval Order.

1.9 "Class Representative" means the named Plaintiff Kirk Layne.

1.10 "Court" means the United States District Court for the Western District of North Carolina.

1.11 "Current Accountholder" means a Settlement Class Member who continues to have their Account open with Defendant as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

1.12 "Defendant" or **"Bank of America"** means Bank of America, N.A.

1.13 "Defendant's Counsel" means Defendant's counsel of record in the Action.

1.14 "Effective Date" means the 10th business day after which all the following events have occurred:

(a) The Court has entered, without material change, the Final Approval order and Final Judgment; and

(b) The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

1.15 "EFTA Dispute" means a claim or dispute submitted by a person to Bank of America concerning an electronic fund transfer related to a debit card or automated teller machine (ATM) transaction that the person claimed was unauthorized, which Bank of America denied, and which allegedly supports a claim for violation of the Electronic Funds Transfer Act (the "EFTA"), 15 U.S.C. § 1693 *et seq*., and Regulation E of the EFTA, 12 C.F.R. § 1005.1 *et seq.*

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1.16 "**Email Notice**" means a short form of notice that shall be sent by email to Class Members for whom Defendant has a valid email address in the form attached as Exhibit B. The Email Notice shall contain an electronic link to the Settlement Website where a Settlement Class Member can access an online Claim Form pre-filled with the Settlement Class Member's unique claim ID, if possible.

1.17 **"Escrow Account"** means the escrow account established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation to receive and maintain funds paid by Defendant pursuant to this Agreement for the benefit of the Settlement Class. The Escrow Account shall be maintained by the Settlement Administrator.

1.18 **"Fee Award"** means the amount of attorneys' fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.19 **"Final Approval"** means the date that the Court enters an order granting final approval to the Settlement, issues a Final Judgment, and determines the amount of attorneys' fees, costs, and expenses awarded to Class Counsel. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last such order.

1.20 **"Final Approval Hearing"** means the hearing set by the Court to determine the fairness of the Settlement and whether to approve its terms.

1.21 **"Final Judgment"** means the Final Approval order and judgment that the Court enters upon Final Approval, which shall be substantially in the form attached as Exhibit F. In the event that the Court issues separate orders addressing the matters constituting Final Judgment, then the Final Judgment includes all such orders.

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1.22 "Former Accountholder" means a Settlement Class Member who no longer has their Account open as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

1.23 "**Long Form Notice**" means the form of notice, in the form attached as Exhibit D, that shall be posted on the Settlement Website and available by mail to a Settlement Class Member on request made to the Settlement Administrator.

1.24 "**Net Settlement Fund**" means the Settlement Fund, minus (a) Settlement Administration Costs, (b) Court-approved attorneys' fees, costs, and expenses, and (c) Court-approved Service Award.

1.25 "Notice" means the notice of this proposed Class Action Settlement Agreement, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, to be consistent with the requirements of due process, Federal Rule of Civil Procedure 23, and the Class Action Fairness Act, and to be substantially in the form of Exhibit B (the "Email Notice"), Exhibit C (the "Postcard Notice"), and Exhibit D (the "Long Form Notice") hereto as well as the processes of sending Notice set out in Section Four below (collectively, the "Notice Program").

1.26 "Notice Date" means the date of no later than seventy-five (75) days following entry of the Preliminary Approval Order by which the Settlement Administrator must commence emailing and mailing of the Notice to Settlement Class Members.

1.27 "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date, or such other date as ordered by the Court.

1.28 "**Parties**" means Plaintiff and Defendant.

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1.29 **"Person"** means a natural person.

1.30 **"Plaintiff"** means Kirk Layne.

1.31 **"Plaintiff's General Release"** means that as of the Effective Date, Plaintiff, and each of his successors, assigns, heirs, personal representatives, and all those who claim through him or who assert claims on his behalf, shall be deemed to have, and by operation of the Final Approval order and Final Judgment shall have, expressly released, waived, and relinquished any and all claims, demands, rights, liabilities, and causes of action Plaintiff has or has ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act from the beginning of time to the date Plaintiff signs this Agreement, including but not limited to any claims arising from or related to Defendant's denial of his claims for reimbursement of unauthorized electronic fund transfers. This general release by Plaintiff shall include all statutory claims, common law claims (including but not limited to those sounding in contract, tort, and equity), claims for compensation to the fullest extent permitted by law, and Unknown Claims (as defined in this Agreement). Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this paragraph.

1.32 "**Plan of Allocation**" means the manner in which the Net Settlement Fund shall be allocated to Settlement Class Members, as specified in Paragraph 2.1(f).

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1.33 "Preliminary Approval" means the Court's certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.34 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiff's motion for preliminary approval of the Agreement, which shall be substantially in the form of Exhibit E.

1.35 "**Postcard Notice**" means the short form of notice that shall be sent by mail to Class Members for whom Defendant does not have an email address, or for whom the Settlement Administrator is unable to send Email Notice using the email address provided by Defendant, in the form attached as Exhibit C. The Postcard Notice shall inform the Settlement Class Member how to access an online Claim Form, which Claim Form shall be pre-filled with the Settlement Class Member's unique claim ID, if possible.

1.36 "Released Claims" means any and all claims to statutory damages or injunctive relief, regardless of legal basis and on account of any and all claims, suits, obligations, causes of action of every kind and/or nature, liabilities, rights, claims, actions, causes of action, and demands, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on statute, contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action. Except with respect to the named Plaintiff in this lawsuit, the Released Claims exclude any claims for actual damages based on or related to Defendant's purported improper denial of a claim of unauthorized electronic

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fund transfer(s) for debit card or ATM transactions. Nothing herein is intended to release any claims any governmental agency or governmental actor may have against Defendant.

1.37 "Released Parties" means Defendant, as well as any and all of its respective present or past or future heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.38 "Releasing Parties" means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past or future heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.39 "Service Award" means any Court-ordered payment to Plaintiff for serving as a Class Representative.

1.40 "Settlement Administration Costs" means the costs and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services,

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including notices required by the Class Action Fairness Act. Settlement Administration Costs will be paid from the Settlement Fund.

1.41 "Settlement Administrator" means Angeion Group or such other administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.42 "Settlement Class" means all persons who submitted an EFTA Dispute (as defined in Paragraph 1.15) that Defendant denied from May 6, 2023, to the date of Preliminary Approval.

1.43 "Settlement Class List" means the list of all Settlement Class Members and their email addresses (to the extent available) and last known postal addresses provided by Defendant to the Settlement Administrator for the purposes of disseminating Notice.

1.44 "Settlement Class Member" means any person who falls within the definition of the Settlement Class as set forth above and who does not submit a valid request for exclusion.

1.45 "Settlement Class Member Payment" means the distribution that will be made by the Settlement Administrator, pursuant to the Plan of Allocation and from the Net Settlement Fund, to each Settlement Class Member who files an Approved Claim.

1.46 "Settlement Fund" means the amount of two million dollars ($2,000,000.00 USD), which Defendant will be obligated to pay to the Settlement Administrator on behalf of the Settlement Class, as described herein.

1.47 "Settlement Website" means the website that the Settlement Administrator will use as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice,

the Preliminary Approval Order, the Claim Form, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until the Settlement Administrator has distributed the Net Settlement Fund. The URL of the Settlement Website shall be agreed to by the Parties.

1.48 "Unknown Claims" means claims that could have been raised in the Action arising out of or related to an EFTA Dispute that Plaintiff does not know or suspect to exist, which, if known by him, might affect his agreement to release the Released Parties or the claims in Plaintiff's General Release or might affect his decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiff shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, Plaintiff also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiff acknowledges that he may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is his intention to finally and forever settle and release the Released Claims, including any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 Payments for the Settlement Class and Plaintiff.

(a) **Monetary Consideration, Settlement Class.** Defendant shall pay a total of $2,000,000 in consideration, which amount shall cover: (i) amounts to be paid to Settlement Class Members, (ii) a Service Award (to be approved by the Court) for Plaintiff, (iii) Settlement Administration Costs, and (iv) all attorneys' fees, costs, and expenses awarded to Class Counsel.

(b) **Monetary Consideration, Plaintiff.** Defendant shall pay $1,774.43 to Plaintiff Layne in exchange for Plaintiff's General Release.

(c) **Monetary Consideration, Entirety.** Defendant shall not be responsible for any payment other than the payments described in Paragraphs 2.1(a) and (b).

(d) **Form and Schedule of Payment.** In accordance with the timing specified in Paragraph 2.1(h), Defendant shall: (i) deposit an amount into the Escrow Account equal to $2,000,000 minus (A) any costs of settlement administration Defendant has paid pursuant to Paragraph 2.1(g), and (B) the amount of the Settlement Class Member Payments that Defendant will credit to the accounts of Current Accountholders; and (ii) after receipt of a W9 from Plaintiff, and within thirty (30) days after the Effective Date, credit Plaintiff Layne's Account in the amount of $1,774.43. If Plaintiff Layne is not a Current Accountholder at the time of payment provided for in this Agreement, then Defendant shall pay Plaintiff Layne by check.

(e) **No Reversion.** The Parties agree that, unless this Agreement is terminated pursuant to Section 10, no amount of the consideration provided by Defendant under this Agreement will revert back to Defendant once paid pursuant to this Agreement. Distribution of any funds remaining from uncashed checks for those Settlement Class Members without active accounts is set forth in Paragraph 2.1(o).

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(f) **Plan of Allocation.** Settlement Class Members shall have until the Claims Deadline to submit a claim. Each Settlement Class Member with an Approved Claim shall be entitled to a *pro rata* portion of the Net Settlement Fund, distributed by an account credit (*see* Paragraph 2.1(j)) or by check (*see* Paragraph 2.1(l)). The value of each pro rata portion of the Net Settlement Fund will be calculated by dividing the Net Settlement Fund by the total number of Approved Claims.

(g) **Costs of Settlement Administration Through Final Approval.** Within ten (10) days of the Preliminary Approval Order, the Settlement Administrator will provide Defendant with a reasonable estimate of the costs of settlement administration, including notice, through Final Approval. Within twenty-one (21) days of the Settlement Administrator providing that estimate, necessary W9 form(s), and payee and/or wire instructions required by Defendant, Defendant shall pay the reasonably estimated amount to the Settlement Administrator.

(h) **Settlement Payment Amount Chart**. Within seven (7) days of the Effective Date, the Settlement Administrator will provide Defendant with a chart of the payment amount for each Settlement Class Member Account. Within thirty-five (35) days of receipt, Defendant will identify the Former Accountholders for the Settlement Administrator and will wire to the Settlement Administrator an amount equal to $2,000,000 minus (A) the settlement administration costs already paid pursuant to Paragraph 2(g), and (B) the total amount of credits to be paid to Current Accountholders.

(i) **Distribution of Settlement Payments.** Within fourteen (14) days of receipt of funds from Defendant, the Settlement Administrator will mail Settlement Class Member Payments to Former Accountholders via check and Defendant will credit accounts of Current Accountholders.

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(j) **Credits.** Defendant will credit the Settlement Class Member Payments to the Accounts of Current Accountholders. Defendant will bear any costs associated with implementing the credits and notification to the Settlement Administrator discussed in this paragraph.

(k) **Unsuccessful Credit.** If Defendant is unable to complete a credit to an Account of a Current Accountholder, or it is not feasible or reasonable to make the payment by a credit, then Defendant shall deliver the total amount of such unsuccessful Settlement Class Member Payment credits to the Settlement Administrator to be paid by check in accordance with paragraphs 2.1(l)-(m) below.

(l) **Checks.** Settlement Fund Payments will be made by check with an appropriate legend, in a form approved by Class Counsel and Defendant's counsel, to indicate that it is from the Settlement Fund. Checks will be cut and mailed by the Settlement Administrator and will be sent to the addresses that the Settlement Administrator identifies as valid. Checks shall be valid for ninety (90) days. For jointly held Accounts, checks will be payable to all Accountholders and will be mailed to the first Accountholder listed on the Account.

(m) **Returned Checks.** The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of Settlement Funds whose check is returned by the Postal Service as undeliverable (such as by running addresses of returned checks through the Lexis/Nexis database that can be used for such purpose), and will re-mail the check once to the updated address, or, in the case of a jointly held Account, and in the Settlement Administrator's discretion, to an Accountholder other than the one listed first. In the event of any complications arising in connection with the issuance or cashing of a check, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's counsel. Absent

specific instructions from Class Counsel and Defendant's counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them.

(n) **Residual Funds.** The amount of the Net Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator (the "Residual Funds") shall be held by the Settlement Administrator for thirty (30) days after the checks become invalid in accordance with sub-paragraph (l) above. During this time, the Settlement Administrator shall make a reasonable effort to locate intended recipients of settlement funds whose checks were returned (such as by running addresses of returned checks through the Lexis/Nexis database that can be utilized for such purpose) to effectuate delivery of such checks. The Settlement Administrator shall make only one such additional attempt to identify updated addresses and re-mail or re-issue a distribution check to those for whom an updated address was obtained.

(o) **Residual Funds Distribution.** Any Residual Funds remaining after the Settlement Administrator completes the process described in the previous subparagraph will be distributed to a *cy pres* recipient proposed by Plaintiff and approved by the Court.

(p) **Taxes**. If required under applicable law, IRS Forms 1099-MISC will be issued in connection with the payments under this Agreement. The payments will also be reported, if required under applicable law, to any applicable state and local taxing authorities. The Parties acknowledge that no tax advice has been offered or given by any Party, their attorneys, agents, or any other representatives, in the course of these negotiations, and each Party is relying upon the advice of its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Agreement. The Parties and their respective counsel have made no representation with respect to the tax treatment of any payment or transfer made under this

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Agreement to any Settlement Class Member. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him or her of the receipt of funds under this Agreement.

2.2 Prospective Relief. Defendant agrees to implement changes to the written explanation sent to Accountholders whose claims of unauthorized electronic fund transfers related to debit card and ATM transactions are denied.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the claims asserted in the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

3.3 Upon the Effective Date, Plaintiff shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released all claims set forth in Plaintiff's General Release.

3.4 Bar to Future Suits. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice process shall consist of the following:

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(a) **Settlement Class List.** No later than forty-five (45) days after Preliminary Approval, Defendant shall provide the Settlement Administrator with an electronic list from its records that includes the following information: (i) Settlement Class Member Name; (ii) relationship of Settlement Class Member to each Account (i.e., individual or joint account) so the Settlement Administrator can determine which Settlement Class Member(s) are associated with each Account; (iii) email address(es) associated with each Account, if any; and (iv) mailing address(es) associated with each Settlement Class Member. This electronic document shall be called the "Settlement Class List". The Settlement Administrator shall not use the Settlement Class List, or any information contained within it, for any purposes other than administering the Settlement and shall take reasonable measures to protect the information from any third-party disclosure.

(b) **Direct Notice.** The Settlement Administrator shall send Email Notice to all Class Members for whom it has an email address. For Settlement Class Members for whom Defendant does not have an email address (including for any email bouncebacks), the Settlement Administrator shall run the physical addresses through the National Change of Address Database and shall mail Postcard Notice to all such Settlement Class Members. The initial mailed Postcard and Email Notice shall be referred to as "Initial Mailed Notice."

(c) The Notices shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class Members may exclude themselves from (i.e., opt out of), the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date on which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant shall work

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with the Settlement Administrator to insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices and publications provided under or as part of the Notice Program shall not bear or include Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant.

(d) The Long Form Notice, which will be available on the Settlement Website and/or by mail upon a Settlement Class Member's request.

(e) The Settlement Administrator shall utilize best practices designed to avoid spam filters, blockers, or any tool designed to prevent receipt of e-mails, and to otherwise design and implement the sending of the e-mail to increase the likelihood that Email Notice will be successfully received into the e-mail inboxes of Settlement Class Members.

(f) **Notice Re-Mailing Process.** The Settlement Administrator shall perform reasonable address traces for all Postcard Notices that are returned as undeliverable. A reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be used for such purpose. No later than thirty (30) days after the Notice Date, the Settlement Administrator shall complete one re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces or forwarding addresses on returned Postcard Notices ("Notice Re-Mailing Process"). The Settlement Administrator shall also send one Postcard Notice to all Settlement Class Members whose emails were returned as undeliverable and complete such Notice under the deadlines described herein as they relate to the Notice Re-Mailing Process.

(g) The Settlement Administrator shall send a second E-Mail Notice with a hyperlink to the Settlement Website, where a Settlement Class Member can access an electronic

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Claim Form pre-filled with the Settlement Class Member's claim ID, if possible, to all Settlement Class Members who, according to the Settlement Administrator's records, have neither made a claim, requested to opt out, nor made an objection. The second E-Mail Notice shall occur no later than thirty (30) days after the Notice Date. The Parties may further decide to send additional rounds of E-Mail Notice if practicable.

(h) **Settlement Website.** Within twenty-one (21) days from entry of the Preliminary Approval Order, Long Form Notice shall be provided on a website which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Long Form Notice provided on the Settlement Website shall be substantially in the form of **Exhibit D** hereto.

(i) **Toll-Free IVR Telephone System.** The Settlement Administrator shall (A) maintain a toll-free IVR telephone system containing recorded answers to frequently asked questions and (B) update the Settlement Website with information on how to access the telephone system. The recorded answers to frequently asked questions are to be agreed to by the Parties. In the event a Settlement Class Member has a question that is not addressed by the Parties in the frequently asked questions, the Settlement Administrator is to contact counsel for both Parties and a response will be agreed to by the Parties.

(j) **Contact from Class Counsel.** Class Counsel, in their capacity as counsel to Settlement Class Members, may from time-to-time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement. Defendant retains the right to communicate with and respond to inquiries from Settlement Class Members orally and/or in writing within the

normal course of business, and Defendant will instruct its employees and agents to direct inquiries about the Settlement to the Settlement Administrator and Settlement Website.

5. PROCEDURES FOR OPT-OUTS AND OBJECTIONS.

5.1 Exclusion/Opt Out. The Notice shall advise the Settlement Class Members of their rights to be excluded from and/or object to the Settlement Agreement or any of its terms. To be effective, any request for exclusion must be mailed to the Settlement Administrator at the addresses provided in the Notice postmarked no later than the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

5.2 Objections from Settlement Class Members. A Settlement Class Member who does not request exclusion but instead wishes to object to this Settlement must do so by submitting the objection to the Clerk of the Court and to the Settlement Administrator in writing. For an objection to be considered by the Court, the objection must be electronically filed with the Court or mailed first-class postage prepaid to the Court and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice. The objection must also be sent to the Settlement Administrator, postmarked by the Objection Deadline. The objection must include: (1) the name of the case and case number; (2) the objector's full name, address, telephone number, and e-mail address; (3) grounds for the objection, including any legal support; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may benefit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear and/or address the Court at the Final Approval Hearing (either personally or through counsel); and (6) the signature of the objector. No other person may sign on behalf of the objector, including an objector's attorney.

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5.3 To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled, such Settlement Class Member will be forever bound by the Final Judgment. Settlement Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions set forth herein.

5.4 The Settlement Administrator shall timely provide Class Counsel and Defendant a copy of any objections received by the Settlement Administrator.

5.5 Requests for Exclusion or Opt-Out. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Settlement Class Member must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, and must include: (1) the name of the case; (2) his/her full name; (3) current address; (4) an affirmative statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement; and (5) his/her signature. The request for exclusion must be personally signed by the Person requesting exclusion. No other person may sign on behalf of the Person seeking exclusion, including the Person's attorney. So-called "mass" or "class" opt-outs shall not be allowed.

5.6 A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by the Final Judgment; (ii) be entitled to relief under this Settlement Agreement;

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(iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement.

5.7 Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement. If an Account has more than one Accountholder, and if one Accountholder opts-out himself or herself from the Settlement Class, then all Accountholders on that Account shall be deemed to have opted-out of the Settlement with respect to that Account, and no Accountholder shall be entitled to a payment under the Settlement.

5.8 The Settlement Administrator shall promptly log and prepare a list of all Accountholders who properly requested exclusion from the Settlement Class and all other individuals with an interest in the Accounts who are deemed to have opted out and shall submit a declaration to the Court, which includes and attests to the accuracy of the opt-out list no later than ten (10) days prior to the Final Approval Hearing set by the Court.

5.9 The Final Approval Hearing shall be no earlier than five months after entry of the Preliminary Approval Order.

5.10 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

6. SETTLEMENT ADMINISTRATION.

6.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational,

responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Without limiting the foregoing, the duties of the Settlement Administrator, in addition to other responsibilities that are described in this paragraph and elsewhere in this Agreement, are as follows:

(a) Use the name, address, and email information for Settlement Class Members provided by Defendant in connection with the Notice process approved by the Court, for the purpose of mailing the Postcard Notice and sending the Email Notice, and later mailing distribution checks to Former Accountholder Settlement Class Members, and to Current Accountholders where it is not feasible or reasonable for Defendant to make the payment by a credit to the Settlement Class Members' Accounts;

(b) Establish and maintain a Post Office box for the receipt of opt-out requests and objections;

(c) Establish and maintain the Settlement Website;

(d) Establish and maintain an automated toll-free IVR line for Settlement Class Members to call with Settlement-related inquiries, and answer frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries, as described in paragraph 4.1(i);

(e) Respond to any mailed Settlement Class Member inquiries;

(f) Process all requests for exclusion from the Settlement Class;

(g) Process Claim Forms, as described herein, and determine whether each Claim Form submitted is valid;

(h) Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claim Forms submitted, the number of Approved Claims, the total number of exclusion requests and/or objections received to date, and other pertinent information;

(i) Forward to Defendant's Counsel and Class Counsel the number of Claim Forms the Settlement Administrator found to be valid and copies of any Claim Forms found to be invalid as of the Claims Deadline. If the Settlement Administrator receives any Claim Forms after the Claims Deadline, it will forward them to Defendant's Counsel and Class Counsel on a rolling basis prior to the Final Approval Hearing;

(j) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(k) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, that summarize the number of requests for exclusion and/or objections received that week, the total number of exclusion requests and/or objections received to date, the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator, and other pertinent information;

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(l) In advance of the Final Approval Hearing, prepare a declaration to submit to the Court at least ten (10) days before the Final Approval Hearing confirming that the Notice Program was completed and that the Class Action Fairness Act notice requirements have been met, describing how the Notice Program, the process of Approved Claims, and the Plan of Allocation were completed, and providing the names of each Settlement Class Member who timely and properly opted out from the Settlement Class, as well as those Settlement Class Members who timely filed objections, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

(m) In accordance with the Plan of Allocation, provide Defendant with a chart of the payment amount for each Settlement Class Member Account;

(n) Perform all tax-related services for the Escrow Account as provided in the Agreement;

(o) Pay invoices, expenses, and costs upon approval by Class Counsel and Defendant, as provided in this Agreement;

(p) Make available for inspection by Class Counsel or Defendant's Counsel certain identified Claim Forms received by the Settlement Administrator upon reasonable notice; and

(q) Any other Settlement-administration-related function at the instruction of Class Counsel and Defendant's Counsel, including but not limited to, verifying that the Settlement Fund has been distributed.

6.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.

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The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline.

6.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel cannot agree on the disposition of a challenge, the disputed claim shall be submitted to the Honorable Diane M. Welsh of JAMS for binding determination.

6.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

7. TERMINATION OF SETTLEMENT.

7.1 Subject to Paragraphs 10.1-10.4 below, Defendant, or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in connection with the class action settlement in any material respect; (iv) the modification or reversal in any material respect of the Final Judgment by the Court of Appeals or the Supreme Court; or (v) the modification or reversal of any Alternative Judgment, as defined in Paragraph 10.1(d) of this Agreement, by the Court of Appeals or the Supreme Court.

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7.2 The Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the Service Award set forth in Section 9 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

8. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

8.1 Promptly after the execution of this Settlement Agreement and by any deadline set by the Court, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, C, and D hereto. Defendant shall have no obligation to make separate filings in support of the Motion for Preliminary Approval. The Preliminary Approval Order, which shall be substantially similar to Exhibit E, shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

8.2 For Settlement purposes only, Plaintiff and Defendant agree to ask the Court to certify the Settlement Class. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final

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Approval order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement 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 is not finally approved, 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 Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to the Actions or any other proceeding.

8.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses, and for the Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees, costs, expenses, or the Service Award application.

8.4 Class Counsel shall draft the final approval papers and send Defendant's counsel a draft of the papers to review and comment on at least five (5) court days before they are filed. The Final Approval order and Final Judgment will (among other things):

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(a) find that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and the opportunity to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of applicable Rules Of Civil Procedure, the Due Process Clause of the United States Constitution, the Class Action Fairness Act, and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the remaining action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Releases set forth above, make the Releases effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

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(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions as the Court deems necessary and just.

9. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.

9.1 Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount determined by the Court as the Fee Award. Counsel will limit its petition for attorneys' fees to no more than one-third (33.33%) of the Settlement Fund in addition to reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund for distribution to eligible Settlement Class Members. Class Counsel's entitlement, if any, to a Fee Award will be determined by the Court. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees, costs, or expenses shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination. The terms of any such awards, fees, costs, or expenses were not negotiated until after all material elements of the Settlement were resolved, and the terms of this Settlement are not conditioned upon any attorneys' fee award.

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9.2 All Court-approved attorneys' fees, costs, and expenses shall be payable from the Escrow Account by the Settlement Administrator to Class Counsel within fifteen (15) days of receipt of funds by Defendant.

9.3 **Allocation**. The payment of attorneys' fees, costs, and expenses of Class Counsel shall be made as designated by Class Counsel. After the fees, costs, and expenses have been paid, Class Counsel shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees, costs, and expenses to that firm. Defendant shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed for payment of attorneys' fees, costs, or expenses, or any other payments from the Settlement Fund not specifically described herein.

9.4 Class Counsel intends to file a motion for Court approval of an award of $5,000 to Plaintiff as a Service Award for his role as Class Representative, to be paid by Defendant. This payments is in addition to any funds the Class Representative is otherwise eligible to receive from the Settlement. The Class Representative will seek no more than $5,000 as a Service Award. Payments of any such award shall be carried out in the same manner as specified in paragraph 2.1(d). The Parties agree that the Court's failure to approve a Service Award, in whole or in part, shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.

10. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

10.1 **Termination.** This Settlement may be terminated by either Class Counsel or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fifteen (15) days (or such longer time as may be agreed in writing between Class Counsel and Defendant) after any of the following occurrences:

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(a) Class Counsel and Defendant agree to termination;

(b) the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;

(c) an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within three hundred and sixty (360) days after such reversal;

(d) any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Defendant seeking to terminate the Settlement reasonably considers material (entering an "Alternative Judgment");

(e) the Effective Date does not occur; or

(f) any other ground for termination provided for elsewhere in this Agreement.

10.2 Defendant shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within ten (10) business days after its receipt from the Settlement Administrator of any report indicating 5% or more of the Settlement Class Members timely requested exclusion.

10.3 Effect of a Termination. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; any amounts in the Escrow Account shall be returned to Defendant; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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10.4 In the event of termination, Defendant shall have no right to seek reimbursement from Plaintiff, Class Counsel, or the Settlement Administrator for Settlement Administration Costs paid by Defendant.

10.5 The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions hereof.

10.6 Certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification shall be vacated by its terms, and the Action shall revert to the status that existed before execution of this Settlement Agreement. Thereafter, Plaintiff shall be free to pursue any claims available to him, and Defendant shall be free to assert any defenses available to it, including, but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

10.7 In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

11. NO ADMISSION OF LIABILITY

11.1 Defendant continues to dispute its liability for the claims alleged in the Action and maintains that its practices and procedures related to its investigation and determination of electronic fund transfer(s) disputes and claims, including explanations for denials and provision of documents to members upon request, complied, at all times, with applicable laws and regulations and the terms of the account agreements with its members. Defendant has agreed to enter into this

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Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation and to be completely free of the claims released by Paragraphs 1.36, 1.37, 1.38, and Section 3.1.

11.2 Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly and time-consuming litigation, and the likelihood of success on the merits in the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

11.3 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgement or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

11.4 Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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11.5 In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

12. NO PRESS RELEASE OR PUBLICITY

12.1 Each Party agrees not to make any statements, written or oral, or cause or encourage others to make any statements, written or oral, that defame, disparage or in any way criticize the personal or business reputation, or conduct of the other party, including affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them. Before entry of Final Judgment by the Court, neither Plaintiff nor Class Counsel shall directly or indirectly issue or cause to be issued any statements to the media or engage in any other press, publicity or disclosure regarding this Settlement Agreement or the settlement of the Action. If contacted by the media after the entry of Final Judgment by the Court, the Party may respond generally by stating that they are happy that the Settlement was reached and that it is a fair and reasonable result. No Party shall issue any press release or shall otherwise initiate press coverage of the Settlement.

13. MISCELLANEOUS PROVISIONS

13.1 Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

13.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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13.3 Cooperation of Parties. The Parties agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

13.4 Obligation To Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to the Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

13.5 Integration. The Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

13.6 No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

13.7 Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of North Carolina, without regard to the principles thereof regarding choice of law.

13.8 Jurisdiction. The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall also have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain exclusive jurisdiction with respect to the administration, consummation, and enforcement of the Agreement. The Court shall also retain exclusive jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of

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the Court for this purpose. The Court shall retain exclusive jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliate at any time, including during any appeal from the Final Approval order.

13.9 Notices. All notices to Class Counsel provided for herein shall be sent by email with a hard copy sent by overnight mail to:

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704-350-7747
Email: kbrinson@winston.com

Counsel for Defendant

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

13.10 Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendant and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

13.11 No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

13.12 Authority. Class Counsel, and counsel for Defendant, represent and warrant that the Persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

13.13 Agreement Mutually Prepared. Neither Defendant nor Plaintiff, nor any other person, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

13.14 Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in fact or law, subsequently occurring or otherwise.

13.15 Settlement Purpose of Agreement. This Settlement Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact

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of, nor any provision contained in this Settlement Agreement or any attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense, or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense, or allegation made in the Action or any other action, nor as an admission by any of Defendant, Plaintiff, or Settlement Class Members of the validity of any fact or defense asserted against them in the Action or any other action.

13.16 If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Final Judgment in the form described in this Settlement Agreement, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Final Approval order or Final Judgment are reversed or rendered void, then (a) this Settlement Agreement shall be considered null and void, (b) neither this Settlement Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Settlement Agreement shall invalidate this Settlement Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. This includes that the provisional certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification shall be vacated by its terms, and the Action shall revert to the status that existed before the execution of this Settlement Agreement. Upon nullification of this Settlement Agreement, Plaintiff shall be

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free to pursue any claims available to him, and Defendant shall be free to assert any defenses available to it, including but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party from asserting such claims or defenses. In the event the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, decline to enter the Final Approval Order or Final Judgment in the form described in this Settlement Agreement, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Final Approval Order or Final Judgment are reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events.

13.17 Assignment: Third Party Beneficiaries. None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by any member of the Settlement Class without the express written consent of the other Parties.

13.18 Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effects of this Agreement and the Release.

13.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature or electronic signature submitted through email of an Adobe PDF or through an electronic signature program such as Docusign or Adobe Acrobat Sign shall be deemed an original.

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IT IS SO AGREED TO BY THE PARTIES:

Dated: 06 / 16 / 2026

KIRK LAYNE

By: _____
Kirk Layne, individually and as representative of the Class

Dated:

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: 06 / 16 / 2026

EDELSBERG LAW, P.A.

By: /s/ _____
Scott Edelsberg

Dated: 06 / 16 / 2026

SHAMIS & GENTILE, P.A.

By: /s/ Edwin Elliott
Edwin E. Elliott

Dated: 06 / 16 / 2026

KALIEL GOLD PLLC

By: /s/ Sophia Gold
Sophia Gold

Dated: 06 / 16 / 2026

WILKERSON JUSTUS PLLC

By: /s/ _____
David M. Wilkerson

Class Counsel

Doc ID: de029abc1e5544e7bc6125ce44b12b03b06db379

Dated:

BANK OF AMERICA, N.A.

By: */s/*
Noah A. Levine

Counsel for Defendant

SCHEDULE OF EXHIBITS

Exhibit	Name of Document
A	Settlement Claim Form
B	Email Notice
C	Postcard Notice
D	Long Form Notice
E	Proposed Preliminary Approval Order
F	Proposed Final Approval Order and Final Judgment

IT IS SO AGREED TO BY THE PARTIES:

Dated:

KIRK LAYNE

By:_____
Kirk Layne, individually and as representative of the Class

Dated: 6/17/26

BANK OF AMERICA, N.A.

By: Meredith B. McCormick

Name: Meredith McCormick

Title: Claims Operations Executive

IT IS SO STIPULATED BY COUNSEL:

Dated:

EDELSBERG LAW, P.A.

By: */s/*
Scott Edelsberg

Dated:

SHAMIS & GENTILE, P.A.

By: */s/*
Edwin E. Elliott

Dated:

KALIEL GOLD PLLC

By: */s/*
Sophia Gold

Dated:

WILKERSON JUSTUS PLLC

By: */s/*
David M. Wilkerson

Class Counsel

Dated:

BANK OF AMERICA, N.A.

By: /s/ Noah A. Levine

Noah A. Levine

Counsel for Defendant

SCHEDULE OF EXHIBITS

Exhibit	Name of Document
A	Settlement Claim Form
B	Email Notice
C	Postcard Notice
D	Long Form Notice
E	Proposed Preliminary Approval Order
F	Proposed Final Approval Order and Final Judgment

EXHIBIT A

SETTLEMENT CLAIM FORM

Dennie, et al. v. Bank of America, N.A.
United States District Court for the Western District of North Carolina
Case No. 3:24-cv-00454-MOC-DCK

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be submitted online no later than [_____], *or* postmarked on or before [_____].

Please read the full notice of this settlement (available at [website]) carefully before filling out this Claim Form.

ONLINE: Submit this Claim Form.

MAIL: **[ADDRESS]**

PART ONE: CLAIMANT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	**L ST NAME**

STREET ADDRESS

CITY	**STATE**	**ZIP CODE**

EMAIL ADDRESS

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PART TWO: ATTESTATION UNDER PENALTY OF PERJURY

By signing this form, I attest that, to the best of my knowledge, the following information is true and correct:

I submitted a claim to Bank of America that an electronic fund transfer related to a debit card or ATM transaction on my Bank of America account was unauthorized, and Bank of America denied my claim between May 6, 2023, and [Preliminary Approval Date]. I certify that the information on this Claim Form is true and correct.

SIGNATURE	**DATE**

Please keep a copy of your Claim Form for your records.

EXHIBIT B

To: <<Class Member Email>>
From: Settlement Administrator <xxxx@XXXXXXX.com>
Subject: Notice of Class Action Settlement

Unique ID: <<UniqueID>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Dennie, et al. v. Bank of America, N.A.
United States District Court for the Western District of North Carolina
Case No. 3:24-cv-00454-MOC-DCK

If You Had an Account with Bank of America and Submitted a Claim for an Unauthorized Debit Card or ATM Transaction That Was Denied Between May 6, 2023, and [Preliminary Approval Date], You May Be Entitled to a Payment from a Class Action Settlement.

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

File a Claim Form here to be eligible.

IMPORTANT: You must file a claim for your potential payment by Month XX, 20YY.

What is this Notice About? The parties have reached a proposed settlement in a class action lawsuit in which Plaintiff claims that Bank of America violated the Electronic Fund Transfer Act (EFTA) by, among other things: a) improperly denying claims by Accountholders of unauthorized electronic fund transfer(s), b) failing to provide sufficient explanation regarding the basis for those denials; and c) failing to provide, upon request of an Accountholder, documents relied on in making its determination. Bank of America denies that it did anything wrong, but Bank of America agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. The court has not decided which side is right.

The EFTA allows a person who believes a financial institution wrongly denied their claim that an electronic fund transfer on their account was unauthorized to seek a certain amount of damages specified in the statute (statutory damages), as well as damages actually suffered (actual damages). This settlement would resolve and release only your claim for the former (statutory damages). Except with respect to the named plaintiff in this lawsuit, **this settlement does not release any claims for actual damages based on or related to Bank of America's alleged improper denials of claims of unauthorized electronic fund transfer(s) for debit card or ATM transactions.**

Am I a Settlement Class Member? Records indicate you may be a Settlement Class Member. Settlement Class Members are Bank of America Accountholders whose claims of unauthorized electronic fund transfers related to debit card or ATM transactions were denied by Bank of America between May 6, 2023, and [Preliminary Approval Date] (the "Settlement Class").

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What are the Settlement Benefits? If approved by the court, Bank of America has agreed to provide $2,000,000 (the "Settlement Fund") to fund: (a) payments or account credits to Settlement Class Members who file a valid and timely Claim Form; (b) any award of attorneys' fees, costs, and expenses; (c) settlement administration costs; and (d) a service award to the named plaintiff in this lawsuit.

In addition to this monetary relief, Bank of America has agreed to implement changes to the written communications sent to Accountholders whose claims of unauthorized electronic fund transfer(s) related to debit card and ATM transactions are denied.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [**here**.]

What are My Other Options? If you do not want to be legally bound by the settlement, you must exclude yourself from the Class by mailing a request for exclusion to the settlement to Angeion Group, _____. Your request for exclusion must be postmarked no later than [**objection/exclusion deadline**]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Bank of America for the legal claims that are the subject of the lawsuit at your own expense. You may instead participate in the settlement and object to it, the request for attorneys' fees and costs, or any service awards provided to the named plaintiff. If you do object, your written objection must be filed with the Court by the [**objection/exclusion deadline**] and sent to Angeion Group, postmarked no later than [**objection/exclusion deadline**]. Specific instructions about how to object to, or exclude yourself from, the settlement are available at [**Website**].

If I Do Not Exclude Myself, What Claims Am I Giving Up? Unless you exclude yourself from the settlement by submitting a timely and valid request for exclusion, you are agreeing to stay in the Settlement Class and you give up any right to sue Bank of America as part of any other lawsuit about the claims for statutory damages resolved in this Settlement. This means that, on the effective date of the Settlement, you and related parties (the "**Releasing Parties**") shall be deemed to have, and by operation of the court's final judgment shall have, fully, finally, and forever released, relinquished, and discharged all **Released Claims** against the **Released Parties**. The bolded terms in this paragraph are explained in the Settlement Agreement, which you can review by clicking [here].

Who Represents Me, How Will the Lawyers Be Paid, What Will the Plaintiff Receive? The court has appointed lawyers from the law firms of Edelsberg Law, P.A., Shamis & Gentile, P.A., KalielGold PLLC, and Wilkerson Justus PLLC to represent you. These attorneys are called Class Counsel. You will not be charged for these lawyers; they will be paid from the Settlement Fund. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

Class Counsel will be filing a motion for attorneys' fees of up to one-third of the Settlement and reimbursement of litigation costs to be paid out of the Settlement Fund. The court will determine how much Class Counsel will be paid for fees and expenses.

Class Counsel will also seek a service award for the named plaintiff in this case, Kirk Layne, in the amount of $5,000 for serving as class representative. This award is subject to court approval. This award is intended to compensate the class representative for his time spent participating in the lawsuit and prosecuting the legal claims for the benefit of the Settlement Class.

Bank of America and the plaintiff have also reached a settlement of the plaintiff's individual claims for actual damages to be paid separately from the Settlement Fund. Under that settlement, Bank of America will pay $1,774.43 to Plaintiff Layne, to be paid separately from any service award that the court may approve.

When Will the Court Decide Whether to Approve the Settlement? The Court will hold a Final Approval Hearing at **[a/p]**.m. on **[Month 00]**, 2026 at the United States District Court for the Western District of North Carolina, 319 U.S. Courthouse Building, 100 Otis Street, Asheville, NC 28801. At that 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 also decide whether to approve Class Counsel's request for attorneys' fees and costs and decide whether to award the Class Representatives a service award.

How Do I Get More Information? For more information, including the long-form version of Notice, the Claim Form, and the Settlement Agreement, go to [Website name], contact the Settlement Administrator at 1-**[___]**-**[___]**-**[____]** or write to **[address]**.

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Dennie, et al. v. Bank of America, N.A.
Settlement Administrator
PO Box XXXX
[City, State] xxx-xxxx

[redacted]

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
[city, state]
PERMIT NO.xxxx

Court-Approved Legal Notice
Dennie, et al. v. Bank of America, N.A.
Case No. 3:24-CV-00454-MOC-DCK
United States District Court for the
Western District of North Carolina

If You Had an Account with Bank of America and Submitted a Claim for an Unauthorized Debit Card or ATM Transaction That Was Denied Between May 6, 2023, and [Preliminary Approval Date], You May Be Entitled to a Payment from a Class Action Settlement.

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

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

www.XXXXXXXXXXX.com
1-XXX-XXX-XXXX

[redacted]

Complete and postmark the attached Claim Form by Month__, 20YY to be eligible to receive a payment. (Postage is prepaid)

What does the Settlement Provide? There is a proposed settlement in a class action lawsuit alleging that Bank of America violated the Electronic Fund Transfer Act by, among other things, improperly denying accountholders' claims for unauthorized debit card or ATM transactions, failing to provide sufficient explanation for the basis for its denials, and failing to provide, upon the Accountholders' requests, documents relied on in making its determinations. If approved by the court, Bank of America will provide $2,000,000 the "Settlement Fund") for Settlement Class Member payments and any award of attorney's fees and costs. except with respect to the named plaintiff in this lawsuit, **this Settlement does not release any claims for actual damages related to Bank of America's purported improper denial of a claim of unauthorized electronic fund transfer(s) for debit card or ATM transactions**.

This notice is a summary. Learn more at [WEBSITE] or contact the Administrator at 1-XXX-XXX-XXXX].

Other Options. If you do not want to be bound by the Settlement, you must opt-out of the Settlement by **Month XX, 20YY**. If you do not opt-out, you and related parties will give up the right to sue and will release Bank of America and the Released Parties from the Released Claims in the Action. If you do not opt out, you may object to the Settlement, attorneys' fees & costs request, and Service Award by **Month XX, 20YY**. The Settlement Website explains how to opt-out or object. If you do nothing, you will get no payment and you will be bound by the Settlement and any judgments and orders.

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Who represents me? The Court has appointed lawyers from Edelsberg Law, P.A.; Shamis & Gentile, P.A.; CalielGold PLLC; and Wilkerson Justus PLLC to serve as Class Counsel. You do not have to pay them to participate. Instead, if they recover money for the Settlement Class, the lawyers will ask the court for compensation, to be paid from the Settlement Fund. Visit WEBSITE to review the attorneys' fee & cost request.

The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the settlement, Class Counsel's request for attorneys' fees and expenses, Plaintiff's requested Service Award, and any objections. You or your lawyer may attend and speak at the hearing, but you are not required to do so.

<<UNIQUE ID>>

CLAIM FORM

Claims must be postmarked or submitted online by Month Day, 20YY.

First Name: <<NAME 1>> Last Name: <<NAME 2>>

Mailing Address: <<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<CITY, STATE ZIP>>

Please update your information below if it is different than above:

Doc ID: de029abc1e5544e7bc6125ce44b12b03b06db379

First Name: MI: Last Name:

Mailing Address:

City: State: ZIP Code:

y signing this form, I attest that, to the best of my knowledge, the following information is true and correct: submitted a claim to Bank of America that an electronic fund transfer related to a debit card or ATM ansaction on my Bank of America account was unauthorized, and Bank of America denied my claim between lay 6, 2023, and [Preliminary Approval Date]. I certify that the information on this Claim Form is true and orrect.

gnature:

PREPAID
POSTAGE

Dennie, et al. v. Bank of America, N.A.
Settlement Administrator
PO Box XXXX
[City, State] xxx-xxxx

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Kimberly Dennie, et al. v. Bank of America, N.A.
Case No. 3:24-cv-00454-MOC-DCK

If You Had an Account with Bank of America and Submitted a Claim for an Unauthorized Debit Card or ATM Transaction That Was Denied Between May 6, 2023, and [Preliminary Approval Date], You May Be Entitled to a Payment from a Class Action Settlement.

A court authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE CAREFULLY

There is a proposed settlement ("Settlement") in the class action lawsuit *Kimberly Dennie, et al. v. Bank of America, N.A.*, Case No. 3:24-cv-00454-MOC-DCK (the "Class Action" or "Action"), which claims that Bank of America, N.A. ("Bank of America") violated the Electronic Fund Transfer Act (the "EFTA") by: (a) improperly denying claims by accountholders of unauthorized electronic fund transfer(s) related to debit card or ATM transactions, (b) failing to provide sufficient explanation regarding the basis for its denial, and (c) failing to provide, upon request by an Accountholder, documents relied on in making its determination. Bank of America denies that it did anything wrong, but it agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case. The Court has not decided which side is right.

Settlement Class Members will be eligible to receive a pro rata (meaning equal) portion of the Settlement Fund if they submit a valid and timely Claim Form. As part of the Settlement, Bank of America also has agreed to implement changes to the written communications sent to Accountholders whose claims of unauthorized electronic fund transfers related to debit card and ATM transactions are denied.

The EFTA allows a person who believes a financial institution wrongly denied their claim that an electronic fund transfer on their account was unauthorized to seek a certain amount of damages specified in the statute (statutory damages), as well as damages actually suffered (actual damages). This settlement would resolve and release only claims for the former (statutory damages). Except with respect to the named Plaintiff in this lawsuit, **this Settlement does not release any claims for actual damages based on or related to Bank of America's purported improper denial of a claim of unauthorized electronic transfer(s) for debit card or ATM transactions.**

The Court will hold a Final Approval Hearing on MONTH DD, 2026. The motion for final approval and application for attorneys' fees, costs, and a service award for the Class Representative, will be posted on the Settlement Website by MONTH DD, 2026.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT

	Your Legal Rights & Options	Deadline
Submit a Claim Form	• Stay in the Settlement Class. • Submit a timely and valid Claim Form to be eligible for payment or account credit. • Be bound by the Settlement. • Give up any rights to sue Bank of America separately for the claims released in the Settlement.	Submitted Online or Postmarked by: **MONTH DD, 2026**
Exclude Yourself (Opt Out)	• Remove yourself from the Settlement Class. • Get no Settlement Class Member Payment. • Keep your right to sue Bank of America separately about the claims released in the Settlement.	Postmarked by: **MONTH DD, 2026**
Object to the Settlement	• Stay in the Settlement but tell the Court why you don't agree with the Settlement, the request for attorneys' fees and costs, or the Service Award requested by the Plaintiff. • You will be bound by the Settlement if the Court approves it. • To object, you must submit a timely written objection.	Postmarked by: **MONTH DD, 2026**
Do Nothing	• Get no Settlement Class Member Payment. • Stay in the Settlement Class. • Give up any rights to sue Bank of America separately about the claims released in the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys' fees, costs, and service award. No Settlement benefits will be provided unless the Court approves the Settlement.

Call **1-XXX-XXX-XXXX** toll free or visit [**website**] for more information.

What Is a Class Action?

A class action is a lawsuit in which one or more individuals called plaintiffs sue on behalf of other persons or entities who have similar legal claims. These persons or entities are referred to as a class or class members. In a class action, one court resolves the issues, legal claims, and/or defenses for all class members in a single lawsuit, except for those persons or entities who ask in writing to be excluded from the class.

What Is this Lawsuit About?

Plaintiff Kirk Layne alleges that Bank of America violated certain provisions of the EFTA by: (a) improperly denying their claims of unauthorized electronic fund transfer(s) related to debit card and ATM transactions; (b) failing to provide sufficient written explanation regarding the basis for the denial(s); and (c) failing to provide, on request by accountholders, the documents it relied on in denying their claim(s). The Amended Complaint in this Action is posted on the Settlement Website and contains the allegations and claims asserted against Bank of America.

Bank of America denies that it violated any law or did anything wrong but has agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of litigation. The Settlement is not an admission of wrongdoing. The Court has not determined who is right.

Plaintiff filed this case as a proposed class action. When the Parties reached this proposed Settlement, the Court had not decided whether the case could proceed as a class action.

What benefits does the Settlement provide?

Settlement Class Members are eligible for the following benefits:

Monetary Relief: Bank of America has agreed to provide $2,000,000 (the Settlement Fund) to fund (a) payments or Account credits to Settlement Class Members who file a valid and timely Claim Form; (b) any award of attorneys' fees, costs, and expenses; (c) settlement administration costs; and (d) a service award to the named Plaintiff in this lawsuit.

Prospective Changes: In addition to this monetary relief, Bank of America has agreed to implement changes to the written communications sent to Accountholders whose claims of unauthorized electronic fund transfers related to debit card or ATM transactions are denied.

A detailed description of the Settlement benefits can be found in the Settlement Agreement. [insert hyperlink]

How Do I Know if I'm a Member of the Settlement Class?

If you received Notice of the Settlement from a postcard or email addressed to you, then the Parties believe you may be in the Settlement Class.

You are a member of the Settlement Class if you submitted a dispute or claim to Bank of America of an unauthorized electronic fund transfer(s) related to a debit card or ATM transaction and Bank of America denied that claim between May 6, 2023, and [insert Preliminary Approval Date].

If I Am a Settlement Class Member, What Are My Options?

If you are a Settlement Class Member, you have four options.

Option 1: **Submit a Claim Form for Payment.**

To be eligible for a payment or account credit, you must submit a timely and valid Claim Form. Settlement Class Members who submit timely and valid Claim Forms will receive a pro rata (meaning equal) portion of the Settlement Fund, after the deduction of costs of notice and administration, any Court-approved attorneys' fees, costs, and expenses, and any Court-approved Service Award to the Plaintiff. You can

submit a claim by signing the Claim Form you receive in the mail, carefully tearing at the perforation, and putting the Claim Form in the mail. You can call 1-XXX-XXX-XXXX to ask the Settlement Administrator to send you a Claim Form or visit [**WEBSITE**] to access and submit the Claim Form online.

If you submit a Claim Form in the mail, it must be postmarked no later than **[CLAIMS DEADLINE]** and mailed to:

Dennie, et al. v. Bank of America, N.A.
Settlement Administrator
[ADDRESS]

If your address that you submit on your Claim Form changes, you must contact the Settlement Administrator to provide a current address or you may not receive your Settlement Class Member Payment if it's made by check instead of Account credit.

You can also submit a Claim Form online at [**WEBSITE**] by entering your Claimant ID. Online Claim Forms must be submitted by 11:59pm EST on [Date]. Your Claimant ID can be found on the postcard and/or email notice you received.

If you submit a Claim Form, even if the Settlement Administrator finds the Claim Form is invalid, you agree to stay in the Settlement Class and give up any right to sue Bank of America as part of any other lawsuit about the claims resolved in the Settlement.

Option 2: Exclude yourself from the Settlement.

You have the right to not be part of the Settlement by excluding yourself or "opting out" of the Settlement. If you wish to exclude yourself, you must do so on or before **[OBJECTION/EXCLUSION DEADLINE],** as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any monetary benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep any rights you may have to sue Bank of America separately for the same legal claims that are being released in this Settlement.

To exclude yourself from this Settlement and preserve any right you may have to bring a separate lawsuit about the claims being released in this Settlement, you must make a request to be excluded in writing and mail the request to:

Dennie, et al. v. Bank of America, N.A.
Settlement Administrator
[ADDRESS]

A request for exclusion must be postmarked on or before **[OBJECTION/EXCLUSION DEADLINE]**.

Your request for exclusion must contain the following:

1. The name of the case, *Dennie, et al. v. Bank of America, N.A.*;
2. Your name and address;
3. A statement that you wish to be excluded from the Settlement, such as: "I request exclusion from the Settlement"; and
4. Your signature.

If an Account has more than one Accountholder, and one Accountholder opts out, then all Accountholders on that Account will be deemed to have opted out of the Settlement with respect to that Account, and no Accountholder will be entitled to a payment or credit under the Settlement.

The Settlement Administrator will file your request for exclusion with the Court. A request for exclusion must be exercised individually and not on behalf of a group.

Option 3: Object to the Settlement.

The full terms of the Settlement can be found at [**WEBSITE**]. If you think the terms of the Settlement, the requested attorneys' fees and expenses, and/or the Service Award to the Plaintiff are not fair, not reasonable, or not adequate to the Settlement Class Members, you may submit a written objection. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement and will still be bound by the terms of the Settlement and all rulings and orders from the Court.

To object to the terms of the Settlement, Class Counsel's request for attorneys' fees and costs, and/or Service Award to the Plaintiff, you must both

(a) file a written objection with the Court by DATE, or send it to the Court postmarked by DATE at the following address:

Hon. Max O. Cogburn Jr.
319 U.S. Courthouse Building
100 Otis Street
Asheville, NC 28801

and

(b) send a copy of the written objection to the Settlement Administrator, Angeion Group, at the following address:

Angeion Group
[ADDRESS]

The objection should include:

1. The name of the case and case number;
2. Your full name, address, telephone number, and e-mail address;
3. A written statement of the grounds for the objection, including any legal support;
4. The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may benefit from the pursuit of your objection;
5. A statement advising whether you and/or your lawyer intend to appear and/or address the Court at the Final Approval Hearing; and
6. Your signature.

If you submit an objection and the Court approves the Settlement, you will be bound by any decisions and orders from the Court and by the terms of the Settlement. If you do not want to be bound by the decisions and rulings by the Court, you must file a request for exclusion and not an objection.

Option 4: Do Nothing Now. Stay in the Lawsuit.

You have the right to do nothing. If you do nothing, and if the Settlement becomes final, you will not be eligible for a Settlement Payment and you will give up your right to sue Bank of America for the claims released by Settlement Class Members (see the next section below).

If I Do Not Exclude Myself from the Settlement, What Claims Am I Giving Up?

Unless you exclude yourself from the Settlement by submitting a timely and valid request for exclusion, you agree to stay in the Settlement Class and you give up any right to sue Bank of America as part of any other lawsuit about the claims being released by the Settlement. This means that on the Effective Date of the Settlement, you and related parties (the "**Releasing Parties**") shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all **Released Claims** against the **Released Parties**.

The **Releasing Parties** means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past or future heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

The **Released Claims** means any and all claims to statutory damages or injunctive relief, regardless of legal basis and on account of any and all claims, suits, obligations, causes of action of every kind and/or nature, liabilities, rights, claims, actions, causes of action, and demands, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action. Except with respect to the named Plaintiff in this lawsuit, **the Released Claims exclude any claims for actual damages based on or related to Bank of America's purported improper denial of a claim of unauthorized electronic fund transfer(s) for debit card or ATM transactions**. Nothing herein is intended to release any claims any governmental agency or governmental actor may have against Defendant.

The **Released Parties** means Defendant Bank of America, as well as any and all of its respective present or past or future heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

Bar to Future Suits. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

Who Is Representing the Settlement Class Members, How Will the Lawyers Be Paid, and What Will the Plaintiff Receive?

The Court has appointed lawyers from the law firms of Edelsberg Law, P.A., Shamis & Gentile, P.A., KalielGold PLLC, and Wilkerson Justus PLLC to represent you and the other Settlement Class Members. These attorneys are called Class Counsel. They are experienced in handling class action lawsuits,

including actions on behalf of accountholders at financial institutions. More information about Class Counsel is available on their websites. They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

Class Counsel will be filing a motion seeking attorneys' fees of up to one-third of the Settlement and reimbursement of litigation costs to be paid out of the Settlement Fund. The Court will determine how much Class Counsel will be paid for fees and expenses.

Class Counsel will also seek a Service Award for Plaintiff Layne as the Class Representative in the amount of $5,000, subject to Court approval. The Service Award will be paid out of the Settlement Fund. The Service Award is intended to compensate the Class Representative for his time spent participating in the lawsuit and prosecuting the legal claims for the benefit of the Settlement Class.

Bank of America and Plaintiff have also reached a settlement of Plaintiff's individual claims for actual damages to be paid separately from the Settlement Fund. Under that settlement, Bank of America will pay $1,774.43 to Plaintiff Layne, to be paid separately from any Service Award. Bank of America has agreed to pay these actual damages to Plaintiff in exchange for a general release concerning all claims of any kind.

When and Where will the Court Decide Whether to Approve the Settlement?

The Court will hold a **Final Approval Hearing** on **[HEARING DATE], at [HEARING TIME] EST** at the United States District Court for the Western District of North Carolina, 319 U.S. Courthouse Building, 100 Otis Street, Asheville, NC 28801. 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 also decide Class Counsel's application for attorneys' fees, costs, and expenses and the Class Representative's application for Service Award. We do not know how long these decisions will take. The Court may change the date or time of the Final Approval Hearing without further notice, so please check the Settlement Website for any changes.

Do I need to Attend the Final Approval Hearing?

No. Settlement Class Members are not required to attend the Final Approval Hearing, but you may attend and speak at the hearing if you wish. Class Counsel will answer any questions the Court may have at the Final Approval Hearing. However, you may come at your own expense if you would like to attend the hearing. You may also pay your own lawyer to attend, but it is not necessary.

If you submit a written objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on time and followed the instructions above, the Court will consider it.

How Do I Find Out More About This Lawsuit?

This Notice only summarizes the Settlement. The Settlement Agreement includes additional details. You can review or download a copy of the Settlement Agreement, the Claim Form, and other important

documents from the Settlement website at [**WEBSITE**]. You can also call the Settlement Administrator toll-free at **1-XXX-XXX-XXXX** or write to [INSERT ADDRESS].

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, BANK OF AMERICA, OR BANK OF AMERICA'S COUNSEL REGARDING THIS NOTICE.

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

KIMBERLY DENNIE and KIRK LAYNE, individually, on behalf of themselves and all others similarly situated, Plaintiffs, v. BANK OF AMERICA, N.A., Defendant.	Case No. 3:24-cv-00454-MOC-DCK **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Hon. Max O. Cogburn, Jr. Hon. David Keesler

Before the Court is Plaintiff Kirk Layne's unopposed motion to grant preliminary approval of a proposed class action settlement and direct class notice in this action, the terms of which are set forth in a Class Action Settlement Agreement with accompanying exhibits ("Settlement Agreement" or "Agreement").[1]

The Court has considered the Agreement, Plaintiff's Motion for Preliminary Approval of Class Action Settlement and exhibits thereto, all papers filed in support of the Motion, and the entire docket in this matter. Having fully considered the matter, pursuant to Federal Rule of Civil Procedure 23(e), it is hereby ORDERED that:

1. The Court has jurisdiction over this Action's subject matter and has personal jurisdiction over Defendant and the Settlement Class Members defined and described below.

[1] All capitalized terms have the same meaning as set forth in the Agreement, which is attached to the Joint Declaration of Class Counsel as Exhibit____(ECF No.___.)

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Preliminary Approval of Proposed Settlement

2. Subject to the Final Approval Hearing and any objections lodged by Settlement Class Members, the Court will likely be able to approve the Settlement as set forth in the Agreement as fair, reasonable, and adequate under Rule 23(e), including the releases contained therein, the Claims process, and the proposed Plan of Allocation described therein.

3. The Court further finds that the Settlement substantially fulfills the purposes and objectives of the Action and provides beneficial relief to the Settlement Class, considering the risks and delay of continued litigation and all other relevant factors. The Court finds the Settlement: (a) is the result of arm's-length negotiations involving experienced counsel, with the assistance of a neutral mediator; (b) is sufficient to warrant Notice of the Settlement and the Final Approval Hearing to the Settlement Class; and (c) preliminarily meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, for settlement purposes only.

Preliminary Certification of Settlement Class

4. Under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, in accord with the Settlement Agreement, and solely for purposes of Settlement, the Court preliminarily approves the following Settlement Class: All persons who submitted a claim or dispute to Bank of America concerning an electronic fund transfer related to a debit card or automated teller machine (ATM) transaction that the person claimed was unauthorized, which Bank of America denied from May 6, 2023, to the date of Preliminary Approval.

5. Excluded from the Settlement Class are (1) any judge presiding over this Action and members of their families; and (2) Defendant, its subsidiaries, parent companies, successors,

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predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees.

6. All persons who are members of the Settlement Class and who do not submit a valid request for exclusion or validly opt out of the Settlement are referred to collectively as "Settlement Class Members" or individually as a "Settlement Class Member."

7. For purposes of the Settlement only, the Court preliminarily finds that the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3) in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class Members; (4) the Class Representative is an adequate representative for the Settlement Class and has retained experienced counsel to represent him; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the Action.

8. The Court appoints Plaintiff Kirk Layne as Class Representative for the Settlement Class and the following counsel are hereby appointed as Class Counsel for the Settlement Class: Scott A. Edelsberg and Adam A. Schwartzbaum of Edelsberg Law, P.A.; Edwin E. Elliott of Shamis & Gentile, P.A.; Sophia G. Gold and Jeffrey D. Kaliel of Kaliel Gold PLLC; and David M. Wilkerson of Wilkerson Justus PLLC.

9. The Court preliminarily finds for purposes of settlement only that the above attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff and Class Counsel will adequately protect the interests of the Settlement Class within the meaning of Federal Rules of Civil Procedure 23(a)(4) and (g).

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Notice and Administration

10. The Court approves Angeion Group as the Settlement Administrator and directs Angeion Group to perform the functions and duties of the Settlement Administrator set forth in the Settlement—including providing Notice to the Settlement Class and effectuating the Notice Program—and to provide such other administrative services as are reasonably necessary to facilitate the administration of the Settlement.

11. The Court has carefully considered the forms and methods of Notice to the Settlement Class as set forth in the Settlement. The Court finds the Notice Program satisfies the requirements of due process and the Class Action Fairness Act and complies with Rule 23 of the Federal Rules of Civil Procedure. Namely, the Notice Program described in Section Four of the Settlement Agreement is reasonably calculated to apprise Settlement Class Members of the nature of this Action, the scope of the Settlement Class, the terms of the Settlement Agreement, the rights of Settlement Class Members to submit a claim, object to, or opt out of the Settlement and the process for doing so, and the date, time, and location of the Final Approval Hearing. The Court therefore approves the Notice Program and directs the Parties and the Settlement Administrator to proceed with providing Notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Court hereby approves the Notice Program and the form, content, and requirements of the Notices annexed as exhibits to the Agreement.[2] The Court finds the Notice Program fully satisfies the requirements of Federal Rule of Civil Procedure 23, the Class Action

[2] The Parties, by agreement, may revise the Notices in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting, consistent with this Order.

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Fairness Act, and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Settlement Administrator shall send the agreed-upon Notices to the Settlement Class within seventy-five (75) calendar days following the entry of this Order (the "Notice Date") and will carry out all requirements of the Notice Program set out in Section Four of the Agreement. The Settlement Administrator shall maintain the Settlement Website to provide full information about the Settlement.

14. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall file with the Court a declaration executed by the Settlement Administrator attesting to the timely completion of the Notice Program, describing how the Notice Program and the Claim Form process were completed, and providing the names of members of the Settlement Class who timely and properly opted out from the Settlement Class, as well as those Settlement Class Members who timely filed objections, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

Requests for Exclusion, Objections, and Appearances

15. Any Settlement Class member who wishes to be excluded from the Settlement must send a written request for exclusion to the Settlement Administrator at the following address: Angeion Group, [address]. To be valid, the request for exclusion must be postmarked on or before forty-five (45) days after the Notice Date and must include: the case name; a statement indicating the Settlement Class Member's desire to be excluded from the Settlement Class; and the Settlement Class Member's name, current address, and personal signature. If an Account has more than one Accountholder, and if one Accountholder opts-out himself or herself from the Settlement Class,

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then all Accountholders on that Account shall be deemed to have opted-out of the Settlement with respect to that Account and no Accountholder shall be entitled to a payment under the Settlement.

16. Settlement Class Members who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against Defendant.

17. If a request for exclusion is not postmarked on or before forty-five (45) days after the Notice Date, it will be invalid and the Settlement Class Member will be bound by the terms of the Settlement and the Final Approval Order and Final Judgment even if the Settlement Class Member has previously initiated or subsequently initiates individual litigation or any other proceedings against Defendant. A Settlement Class Member who does not file a timely request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this Action.

18. The Settlement Administrator shall promptly provide counsel for all Parties with copies of any request for exclusion.

19. Settlement Class Members have a right to object to Final Approval of the proposed Settlement, proposed award of attorneys' fees and litigation expenses, or proposed Service Award to the Class Representative. Any Settlement Class Member who wishes to do so must file with the Court a written statement of objection (along with any supporting papers) on or before forty-five (45) days after the Notice Date, or mail the written statement objection (along with any supporting papers) to the Court, postmarked on or before forty-five (45) days after the Notice Date. The Settlement Class Member must also submit the written statement of objection (along with any supporting papers) to the Settlement Administrator, postmarked on or before forty-five (45) days after the Notice Date. To be valid, objections must contain materially the following information: (i) the case name and number; (ii) the objector's name, address, telephone number, and e-mail

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address; (iii) grounds for the objection, including any legal support; (iv) the name and contact information of any attorneys representing, advising, or assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (v) a statement advising whether the Settlement Class Member or the Objecting Attorney intends to appear and/or testify at the Final Approval Hearing; and (vi) the objector's signature.

20. Any Settlement Class Member who does not make an objection to the Settlement in the manner provided herein or appear and state an objection at the Final Approval Hearing shall be deemed to have waived and forfeited any and all rights he or she may have to object, appear, present witness testimony, and/or submit evidence; shall be precluded from seeking review of the Settlement by appeal or other means; and shall be bound by all terms of the Settlement and by all proceedings, orders, and judgments in the Action.

Final Approval Hearing

21. The Court will hold a Final Approval Hearing on [date] at [time] at United States District Court for the Western District of North Carolina, 319 U.S. Courthouse Building, 100 Otis Street, Asheville, NC 28801, for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under Federal Rules of Civil Procedure 23(a) and (b)(3) are met;

(b) to determine whether the Settlement is fair, reasonable, and adequate and should be granted Final Approval by the Court;

(c) to determine whether the Final Judgment as provided under the Settlement Agreement should be entered dismissing the claims of the Settlement Class Members with prejudice;

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(d) to consider the application for an award of attorneys' fees and litigation expenses of Class Counsel;

(e) to consider the application for Service Award to the Settlement Class Representative; and

(f) to rule upon such other matters as the Court deems appropriate.

22. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel shall file their application for attorneys' fees, litigation expenses and Service Award to the Class Representative. The Settlement Administrator is directed to post such fee petition to the Settlement Website.

23. No later than fourteen (14) days before the Final Approval Hearing, Class Counsel shall file all papers in support of Final Approval of the Settlement, including any response to any objections filed by Settlement Class Members.

24. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class, except that any postponement, rescheduling, continuation, or transfer shall be posted to the Settlement Website. At, or following, the Final Approval Hearing, the Court may enter a Final Approval order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.

25. For clarity, the deadlines the Parties and members of the Settlement Class shall adhere to are as follows:

DEADLINES SUMMARY

Event	Date
Deadline for commencing emailing and mailing of the Notice to Settlement Class Members and posting the Notice and Claim	No later than 75 days after entry of the Preliminary Approval Order

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Form on the Settlement Website (the "Notice Date")	
Deadline for Plaintiff to file application for attorneys' fees and expenses and Service Award	At least 21 days before the Objection/Exclusion Deadline
Deadline for submitting exclusion requests or objections (the "Objection/Exclusion Deadline")	No later than 45 days after the Notice Date (up to 120 days after entry of the Preliminary Approval Order)
Deadline for submitting Claim Forms	Postmarked or submitted online no later than 60 days after the Notice Date (up to 135 days after entry of the Preliminary Approval Order)
Deadline for Plaintiff to file his Motion for Final Approval and any response to any timely and valid objections	14 days before the Final Approval Hearing
Deadline for Settlement Administrator to submit Declaration Identifying Opt Outs and Confirming Compliance with Notice Plan	At least 10 days before Final Approval Hearing.
Final Approval Hearing	At least 5 months after entry of the Preliminary Approval Order

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

Further Matters

27. In order to protect its jurisdiction to consider the fairness of the Settlement and to enter a Final Approval order and Final Judgment having binding effect on all Settlement Class Members, the Court hereby enjoins all members of the Settlement Class, and anyone who acts or purports to act on their behalf, from pursuing or continuing to pursue all other proceedings in any state or federal court or any other proceeding that seeks to address the Releasing Parties' or any Settlement Class Member's rights or claims relating to, or arising out of, any of the Released Claims.

28. The Settlement does not constitute an admission, concession, or indication by the Parties of the validity of any claims or defenses in the Action or of any liability, fault, or

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wrongdoing of any kind by Defendant, which vigorously denies all the claims and allegations raised in the Action.

29. In the event that the Settlement is terminated under the terms of the Settlement Agreement, or if for any reason whatsoever the Settlement is not finally approved, is not upheld on appeal, or is otherwise terminated for any other reason, then: (i) the Settlement shall be null and void, including any provisions related to the award of attorneys' fees and costs, shall have no further force and effect with respect to any Party in this Action, and may not be referred to or used as evidence or for any other purpose whatsoever in the Action or any other action or proceeding; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or Party hereto, shall not be deemed or construed to be an admission by any Party of any act, matter, or proposition, and shall not be used in any manner of or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement that would ordinarily be discoverable but for the attempted settlement; (iii) this Order shall be vacated and of no further force or effect whatsoever, as if it had never been entered; and (iv) any Party may elect to move the Court to implement the provisions of this paragraph, and none of the non-moving Parties (or their counsel) shall oppose any such motion.

30. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

IT IS SO ORDERED.

DATED: _____ _____

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Hon. Max O. Cogburn, Jr.
United States District Judge

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

KIMBERLY DENNIE and KIRK LAYNE, individually, on behalf of themselves and all others similarly situated, Plaintiffs, v. BANK OF AMERICA, N.A., Defendant.	Case No. 3:24-cv-00454-MOC-DCK **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hon. Max O. Cogburn, Jr. Hon. David Keesler

Before the Court is Plaintiff's unopposed motion to certify a settlement class, grant final approval of the proposed class action settlement, and enter final judgment in this action. ECF No. __.

On _____, 2026, the Court entered a Preliminary Approval Order. Among other things, the Preliminary Approval Order (i) preliminarily approved the Settlement; (ii) determined that, for purposes of the settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (iii) appointed Plaintiff as Class Representative; (iv) appointed as Class Counsel for the Settlement Class: Scott A. Edelsberg and Adam A. Schwartzbaum of Edelsberg Law, P.A.; Edwin E. Elliott of Shamis & Gentile, P.A.; Sophia G. Gold and Jeffrey D. Kaliel of Kaliel Gold PLLC; and David M. Wilkerson of Wilkerson Justus PLLC; (v) preliminarily approved the form and manner of the Notice Program, the Claims process, and the Plan of Allocation; and (vi) set a hearing date to consider Final Approval of the Settlement. The Court has considered the Settlement Agreement, papers filed, and proceedings held in connection with the Settlement, and all the other files, records, proceedings in the Action,

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and arguments of counsel. Having fully considered the matter, the Court **GRANTS** Plaintiff's Motion under Federal Rule of Civil Procedure 23(e) as follows:

1. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class Members.

2. This Order incorporates the definitions in the Settlement Agreement, and all capitalized terms used in this Order have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

3. **Class Certification for Settlement Purposes Only**. The Court reaffirms its earlier finding that class certification is appropriate for settlement purposes and hereby certifies the following Settlement Class for purposes of judgment on the Settlement only: All persons who submitted a claim or dispute to Bank of America concerning an electronic fund transfer related to a debit card or automated teller machine (ATM) transaction that the person claimed was unauthorized, which Bank of America denied from May 6, 2023, to [date of Preliminary Approval.]

4. Excluded from the Settlement Class are (1) any judges presiding over this Action and members of their families; and (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees and any member of the Settlement Class who submitted a timely and valid request for exclusion.

5. **Final Settlement Approval.** The Settlement is in all respects fair, reasonable, and adequate, including the releases, Claims process, and Plan of Allocation. The Court makes final its preliminary finding that, for purposes of settlement only, the Settlement satisfies the requirements of Rule 23.

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6. In reaching this conclusion, the Court considered the complexity, expense, and duration of the litigation, the Settlement Class's reaction to the Settlement, and the result achieved. The Agreement was the product of informed, arms-length negotiations among competent, able counsel. The Settlement was based upon a record that is sufficiently developed to have enabled the Parties to adequately evaluate and consider their positions.

7. The Settlement provides sufficient benefits to Settlement Class Members in consideration of the maximum statutory damages set out in the Electronic Funds Transfer Act.

8. The Claims process and Plan of Allocation are fair, reasonable, and adequate.

9. **Class Notice.** The Settlement Administrator completed the delivery of Notice to the Settlement Class according to the Agreement terms. This Notice was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The Notice and the Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules.

10. **Class Action Fairness Act Notice.** The Parties and/or Settlement Administrator satisfied all requirements of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

11. **Class Representative and Class Counsel.** The appointment of Plaintiff Kirk Layne as Class Representative is confirmed.

12. The appointment of Scott A. Edelsberg and Adam A. Schwartzbaum of Edelsberg Law, P.A.; Edwin E. Elliott of Shamis & Gentile, P.A.; Sophia G. Gold and Jeffrey D. Kaliel of Kaliel Gold PLLC; and David M. Wilkerson of Wilkerson Justus PLLC is confirmed.

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13. The Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

14. **Opt Outs**. A list of the individuals who have opted out of the Settlement is attached hereto as **Exhibit A**. Those individuals will not be bound by the Settlement or the Releases contained therein.

15. **Implementation of Settlement.** Because the Court approves the Settlement set forth in the Settlement Agreement as fair, reasonable, and adequate, the Court authorizes and directs that the Parties and the Settlement Administrator implement the Settlement according to the Agreement's terms.

16. If, consistent with the Plan of Allocation set forth in the Settlement Agreement, any Residual Funds remain after the first distribution, they will go to an appropriate *cy pres* recipient, either a consumer protection or financial services charity, to be decided by the Court. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order.

17. **Releases.** Upon the Effective Date, the Releasing Parties fully and irrevocably release and forever discharge all Released Claims against the Released Parties. The Released Claims are dismissed with prejudice and released regardless of whether these claims are known or unknown, actual or contingent, liquidated or unliquidated.

18. Upon the Effective Date, Plaintiff shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released all claims in Plaintiff's General Release.

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19. **No Admissions.** 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.

20. Class Counsel is awarded attorneys' fees in the amount of $_____and costs in the amount of $___ , such amounts to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. The Class Representative is awarded a Service Award totaling $5,000, such amount to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. In addition, in exchange for Plaintiff's General Release, Defendant shall pay Plaintiff Layne $1,774.43, such amounts to be paid separately from the Settlement Fund in accordance with the terms of the Settlement Agreement.

22. **Continuing Jurisdiction.** The Court retains and reserves exclusive jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement

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Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

23. In the event that the Effective Date of the Settlement Agreement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and the Action shall return to its status immediately prior to execution of the Settlement Agreement.

24. **Final Judgment.** Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any Party.

25. With the exception of those listed on Exhibit A, the Court adjudges that the Class Representative and all Settlement Class Members shall be bound by this Final Approval Order.

26. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

DATED: _____

_____

Hon. Max O. Cogburn, Jr.
United States District Judge

Doc ID: de029abc1e5544e7bc6125ce44b12b03b06db379

Title	Settlement Agreement for Kirk Layne v. Bank of America
File name	6.16.2026_-_Denni...FOR_EXECUTION.pdf
Document ID	de029abc1e5544e7bc6125ce44b12b03b06db379
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Document History

SENT	**06 / 16 / 2026** 16:16:12 UTC	Sent for signature to Kirk Layne (klayne@cftitleco.com), Edwin Elliott (edwine@shamisgentile.com), Sophia Gold (sgold@kalielgold.com), Scott Edelaberg (scott@edelsberglaw.com) and David Wilkerson (dwilkerson@wilkersonjustus.com) from gpalacios@shamisgentile.com IP: 162.17.100.209
VIEWED	**06 / 16 / 2026** 16:16:34 UTC	Viewed by Kirk Layne (klayne@cftitleco.com) IP: 45.30.5.251
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SIGNED	**06 / 16 / 2026** 18:11:44 UTC	Signed by David Wilkerson (dwilkerson@wilkersonjustus.com) IP: 174.198.4.235
COMPLETED	**06 / 16 / 2026** 18:11:44 UTC	The document has been completed.