UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
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 July 14, 2026, 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 Layne, **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 a date to be determined. 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 prior to the Final Approval Hearing.

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: **December 11, 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: **November 30, 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: **November 30, 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 **1-888-274-4284** toll free or visit **www.EFTABankingSettlement.com** 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.

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 July 14, 2026.

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 1-888-274-4284 to ask the Settlement Administrator to send you a Claim Form or visit **www.EFTABankingSettlement.com/submit-claim** to access and submit the Claim Form online.

If you submit a Claim Form in the mail, it must be postmarked no later than **DECEMBER 11, 2026** and mailed to:

Dennie, et al. v. Bank of America, N.A.
ATTN: Claim Forms
EFTA Banking Settlement Administrator
1650 Arch Street, Suite 2210,
Philadelphia, PA 19103

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 **www.EFTABankingSettlement.com** by entering your Unique ID. Online Claim Forms must be submitted by 11:59pm EST on **DECEMBER 11, 2026**. Your Unique 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 **NOVEMBER 30, 2026**, 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.
ATTN: Exclusions
EFTA Banking Settlement Administrator
P.O. Box 58220
Philadelphia, PA 19102

A request for exclusion must be postmarked on or before **NOVEMBER 30, 2026**.

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 www.EFTABankingSettlement.com. 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 **November 30, 2026**, or send it to the Court postmarked by **November 30, 2026** 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:

ATTN: Objections
EFTA Banking Settlement Administrator
P.O. Box 58220
Philadelphia, PA 19102

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., Kaliel Gold 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's application for attorneys' fees and expenses and Service Award will be posted on the Settlement Website by November 9, 2026.

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 a date to be determined**,** at the United States District Court for the Western District of North Carolina, in Courtroom #5A, 401 W. Trade St, Charlotte, NC 28202. 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. **When the date of the Final Approval Hearing is set, it will be available at www.EFTABankingSettlement.com**. 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 http://www.EFTABankingSettlement.com. You can also call the Settlement Administrator toll-free at **1-888-274-4284,** email the Settlement Administrator at **info@EFTABankingSettlement.com**, or write to **EFTA Banking Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103**.

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