

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

STEPHANIE JONES, on behalf of
herself and all others similarly
situated,

Plaintiff,

v.

BANKERS TRUST COMPANY,

Defendant.

Civil Action No. 4:23-cv-00477

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Action:	<i>Stephanie Jones v. Bankers Trust Company</i> , S.D. Iowa Case No. 4:23-cv-00477
Court:	The United States District Court for the Southern District of Iowa
Defendant:	Bankers Trust Company
Plaintiff/Class Representative:	Stephanie Jones
Class Counsel:	CohenMalad, LLP; Gibbs Law Group LLP; Roxanne Conlin & Associates, O.C.; and Stranch, Jennings & Garvey, PLLC
Counsel for Defendant	Mayer Brown LLP and Belin McCormick, P.C.
Settlement Administrator	Simpluris
Settlement Fund:	The \$550,000.00 common cash fund Defendant is obligated to pay under the terms of this Settlement. The Settlement Fund shall be paid into an account established by the Settlement Administrator, less the total amount that will be credited to Class Members by Defendant.
Challenged Fees	(1) Overdraft fees incurred during the Class Period on debit card transactions authorized on a sufficient available balance (“ APSN Fees ”); and (2) Overdraft fees incurred during the Class Period for one-time debit card transactions and ATM transactions (“ Reg-E Fees ”).
Settlement Class:	All persons who were charged one or more Challenged Fees by Defendant during the Class Period.
Class Member	A member of the Settlement Class
Class Period:	For APSN Fees, December 1, 2016, through April 3, 2023 (the “APSN Class Period”); and for Reg-E Fees, December 1, 2022, through April 3, 2023 (the “Reg-E Class Period,” and together with the APSN Class Period, the “Class Period”)
Cash Payment:	\$550,000.00 less the total amount to be credited to Class Members who are current accountholders at Defendant.
Additional Benefits:	Defendant will forgive and charge-off all uncollected overdraft fees on Class Member accounts (“ Debt Forgiveness ”). The Debt Forgiveness amount is \$14,283.26.
Value of the Settlement:	The \$550,000.00 Settlement Fund + Debt Forgiveness

KEY TERMS PAGE

Costs of Preparing the Class List and of Fee Expert:	To be borne by Defendant
Costs of Notice and Administration:	To be paid from the Settlement Fund
Costs of Providing Account Credits:	To be borne by Defendant
Attorneys' Fees Amount:	1/3 of the Value of the Settlement, to be paid from the Settlement Fund
Service Award Amount:	Up to \$5,000, to be paid from the Settlement Fund
Net Settlement Fund:	The Settlement Fund less Costs of Notice and Administration, the Attorneys' Fees Amount, expenses and the Service Award Amount
Cy Pres Recipients:	Habitat for Humanity
Released Parties	Defendant and its predecessors, successors, parents, subsidiaries, assigns, insurers, members, current and former officers, directors, employees, attorneys and agents
Released Claims	Any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, 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, against any Released Parties that arise from or relate to Defendant's assessment of Challenged Fees, and claims that were asserted or could possibly have been asserted in the Action relating to Defendant's assessment of Challenged Fees

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, the following dates and deadlines apply to this agreement. Dates and deadlines will be computed in accordance with Federal Rule of Civil Procedure 6.

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which this agreement has been signed by all parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	10 days after Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Fund the Settlement	14 days after the Date of Preliminary Approval
Deadline to Provide the Class List	7 days after the Date of Preliminary Approval
Deadline to Send Notice	60 days after the Date of Preliminary Approval
Deadline to Object	30 days after the Deadline to Send Notice
Deadline to Opt-Out	30 days after the Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after the Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	7 days after the Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs	14 days before the Deadline to Object for the fee motion and at least 7 days before the Date of the Final Approval Hearing for the final approval motion
Date of the Final Approval Hearing	To be set by the Court (parties to request at least 90 days after preliminary approval)
Date of Final Approval	The day on which the Court enters the Final Approval Order

SCHEDULE OF DATES AND DEADLINES

<i>Event</i>	<i>Date/Deadline</i>
Effective Date	The first day on which the deadline to appeal the Final Approval Order has expired, provided no objections are made and no appeal is filed by that date. Otherwise, the first day on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees and Expenses	7 days after the Date of Final Approval
Deadline to Pay Service Award	7 days after the Effective Date
Deadline to Pay Account Credits	21 days after the Effective Date
Deadline to Transfer Failed Account Credits	28 days after the Effective Date
Deadline to Send Settlement Checks	35 days after the Effective Date
Deadline to Provide Additional Benefits	35 days after the Effective Date
Deadline to Cash Settlement Checks	120 days after the Deadline to Send Settlement Checks

1. Recitals.

On November 29, 2023, Stephanie Jones (“**Plaintiff**” or the “**Class Representative**”) filed a Class Action Complaint (the “**Complaint**”) against Bankers Trust Company (“**Defendant**,” together with Plaintiff, the “**Parties**”) in the United States District Court for the Southern District of Iowa (the “**Court**”), alleging that Defendant charged (1) overdraft fees incurred from December 1, 2016 through April 3, 2023 on debit card transactions authorized on a sufficient available balance (“**APSN Fees**”) and (2) overdraft fees incurred from December 1, 2022 through April 3, 2023 for one-time debit card transactions and ATM transactions (“**Reg-E Fees**,” and together with APSN Fees, the “**Challenged Fees**”) and that doing so resulted in claims for: (1) breach of contract and breach of the duty of good faith and fair dealing; and (2) violation of the Electronic Funds Transfer Act. ECF No. 1. On February 9, 2024, Defendant filed its Motion to Dismiss, which the Parties fully briefed. ECF Nos. 16, 16-1, 16-2, 21, 21-01, 21-02, 26. On September 6, 2024, the Court denied the Motion to Dismiss. ECF No. 29.

On September 20, 2024, Defendant filed its Answer, Affirmative Defenses, and Counterclaim, in which Defendant denied all liability. ECF No. 30. The Class Representative filed an Answer and Affirmative Defenses to the Counterclaim on October 11, 2024. ECF No. 35.

The Parties engaged in written and document discovery. To facilitate settlement discussions, Defendant produced transactional data from 2016–2023, and both sides had experts analyze potential total damages. On March 11, 2025, the Parties participated in arm’s-length settlement discussions mediated by retired United States District Judge Gerald Rosen of JAMS. The Parties reached an agreement in principle to resolve the dispute on a class action basis, subject to agreeing to the final terms now contained in this Class Action Settlement Agreement (the “**Settlement Agreement**”). The analyses of Defendant’s transactional data by the Parties’ respective experts informed the amount of the Settlement Fund agreed to herein.

2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This Settlement Agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this Settlement Agreement:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Preliminary Approval Order**”

Exhibit D – the “**Final Approval Order**”

3. Benefits to Class Members.

Defendant will provide the following benefits, which will be available, as applicable, to each **Class Member** (as defined in the Key Terms); provided that such Class Member does not submit a valid and timely request to be excluded as provided in the Detailed Notice attached hereto as Exhibit B.

3.1. Non-Reversionary Cash Settlement Fund.

No later than the Deadline to Fund the Settlement, Defendant must make the Cash Payment (as defined in the Key Terms section), to the Settlement Administrator to be held as a common fund in a non-interest-bearing account. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and will remain subject to the Court's jurisdiction until distributed. All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1. The Settlement Fund must be used only to make payments pursuant to this agreement or otherwise ordered by the Court. Apart from the Settlement Fund, Defendant shall not be responsible for any other payments under this Settlement Agreement.

Distributions to Class Members who have not opted-out of the Settlement will be made from the money remaining in the Settlement Fund after deducting Court-approved payments for fees, costs, expenses, and awards as set forth on the Key Terms Page (the "**Net Settlement Fund**"). Each such Class Member's distribution from the Net Settlement Fund will be determined by the Settlement Administrator, using the information provided on the list of Class Members (the "**Class List**"), pursuant to the following pro rata formula:

$$\text{Class Member's Distribution} = \left(\frac{\begin{array}{c} \text{Total Amount of Challenged} \\ \text{Fees Paid by Class Member} \\ \text{During the Class Period} \end{array}}{\begin{array}{c} \text{Total Amount of Challenged} \\ \text{Fees Paid by All Class} \\ \text{Members During the Class} \\ \text{Period} \end{array}} \right) \times \text{Net Settlement Fund}$$

In computing each Class Member's distribution, the Settlement Administrator will round distributions to the nearest cent. If the total amount of distributions calculated pursuant to this formula exceeds the total amount of the Net Settlement Fund, the Settlement Administrator may reduce distributions by one cent, beginning with the largest distribution and working toward the smallest distribution, until the total distributions equal the amount of the Settlement Fund.

Class Members listed on the Class List as having an open account with Defendant (“**Current Account Holders**”) will receive their distribution from the Net Settlement Fund by credit to their account at Defendant, while Class Members who are not listed on the Class List as having an open account with Defendant, or whose account credit fails and is returned to the Settlement Administrator under Step 3, below (collectively, “**Former Account Holders**”) will receive their distribution from the Net Settlement Fund by check.

Step 1: No later than the Deadline to Pay Account Credits, Defendant must make one attempt to distribute the settlement payments through an account credit, with the credit appearing on the account statement with the legend “Credit—Class Action Settlement.”

Step 2: No later than the Deadline to Transfer Failed Account Credits, Defendant must: (a) transfer to the Settlement Administrator for deposit into the Settlement Administrator’s account containing the Settlement Fund any amounts that were not successfully credited to an account, along with a list identifying each Class Member whose account credit failed; and (b) provide to Class Counsel a statement under oath attesting to the amount of credits successfully applied to accounts. The Costs of Providing Account Credits will be paid as set forth on the Key Terms Page.

Step 3: No later than the Deadline to Send Settlement Checks, the Settlement Administrator must distribute, from the Settlement Fund by check with an appropriate legend in a form approved by Class Counsel, payments due to Former Account Holders and Current Account Holders whose account credit failed. The Check shall indicate that such check will expire on the Deadline to Cash Settlement Checks.

In administering distribution of the Settlement Fund, the Settlement Administrator is authorized to void and reissue checks, to make corrections to checks, and to take reasonable measures that will promote payments being collected by Class Members. The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

If monies remain in the Settlement Fund after the Deadline to Cash Settlement Checks (“**Residual Funds**”), those Residual Funds will not revert to Defendant. Instead, the Settlement Administrator shall distribute the Residual Funds in successive distributions to Class Members who received credits or cashed checks in the prior round distribution, unless Class Counsel determines that it would not be feasible to make further distributions to Class Members based on the administrative costs of the distribution, which will be paid from the Settlement Fund. Any distribution will be made in the same manner as the first distribution and in accordance with the deadlines set forth in the Schedule of Dates and Deadlines. Following Class Counsel’s determination that it would not be feasible to make further

distributions to Class Members based on the administrative costs of the distribution, any remaining Residual Funds must be paid on a *cy pres* basis to the Cy Pres Recipient listed on the Key Terms Page, unless the Court, after considering any input from Class Members, chooses a different recipient.

If the settlement fails to become effective for any reason, the Settlement Administrator shall promptly return any funds remaining in the Settlement Fund to Defendant, less the costs of notice and administration already incurred. If Final Approval is reversed on appeal, Class Counsel will reimburse the Settlement Administrator the Attorney's Fee Amount.

3.2. Additional Benefits.

In addition to the Settlement Fund, no later than the Deadline to Provide Additional Benefits, Defendant will provide the Debt Forgiveness.

4. Releases.

In exchange for the benefits of this agreement, the Class Members will provide and be bound by the releases set forth below and in the Final Approval Order (Exhibit D).

Upon the occurrence of the Effective Date of this Settlement Agreement, the Class Representative and the Class Members who do not submit timely requests for exclusion, release and forever and irrevocably discharge the Released Parties from the Released Claims. The Class Representative and Class Members who do not submit timely requests for exclusion are barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against any of the Released Parties in any forum, action, or proceeding of any kind. The release shall not extend to any claims by Class Members for bodily injury or under the Servicemembers Civil Relief Act.

Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims.

Notwithstanding the foregoing, nothing herein shall be construed as a release or waiver of any obligation of any Class Representative, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in the Settlement Agreement. Any such debts, loans, and credit obligations shall continue to be governed by the legal documents evidencing such debts, loans, or credit obligations and nothing

contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in the Settlement Agreement.

5. Process for Court Approval of Settlement.

This entire Settlement Agreement is contingent on the parties obtaining Court approval of the Settlement Agreement.

5.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representative must move the Court to enter the Preliminary Approval Order agreed to herein as Exhibit C. Defendant will not oppose the motion, including not opposing class certification for purposes of settlement only.

The motion for preliminary approval shall, among other things, request that the Court: (a) preliminarily approve the terms of the Settlement Agreement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(c), for settlement purposes only; (c) approve the notice procedure set forth herein and approve the form and content of the Summary Notice and Detailed Notices attached as Exhibits A and B, respectively, hereto; (d) approve the procedures set forth herein for Class Members to exclude themselves from the Settlement Class or for Class Members to object to the Settlement; (e) stay the Action pending final approval of the settlement; and (f) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Counsel for Defendant, at which the Court will conduct an inquiry into the fairness of the settlement, determine whether it was made in good faith, and determine whether to approve the settlement, Attorneys' Fees Amount, and Service Award Amount.

5.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with the Class List, which must contain the following information for each Class Member in Microsoft® Excel format:

- Account identifier (such as account number)
- Full name of the primary accountholder
- Last address of the primary accountholder provided to Defendant
- Email address (if the accountholder has consented to electronic notice)
- Total amount of Challenged Fees charged during the Class Period
- An indication of whether the account remains open or is closed

If unable to prepare the Class List by itself, Defendant may utilize a third-party expert (the "**Fee Expert**") to analyze the relevant data and create the Class List, subject to consent by Class Counsel to the Defendant's choice. The Costs of

Preparing the Class List and of the Fee Expert will be paid as set forth on the Key Terms Page.

The Class List may not be disseminated to anyone other than the Settlement Administrator, which must keep the Class List confidential. The Settlement Administrator must sign a confidentiality agreement that includes security provisions consistent with applicable banking privacy laws, and all other applicable laws. The Settlement Administrator shall also have procedures and practices in place to protect the security of class data and adequate insurance in the event of a data breach or misappropriation of funds.

Before sending notice, the Settlement Administrator must update the addresses on the Class List using the United States Postal Service's National Change of Address service, as well as a service, such as Probe 260 or Lexis/Nexis Accurint to update address data.

5.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, Class Counsel shall cause the Settlement Administrator to do all of the following:

- (a) Establish a website at a URL agreed to by Class Counsel and Counsel for Defendant (the "**Settlement Website**") and post the Detailed Notice to the Settlement Website.
- (b) Establish a toll-free number and an e-mail address at which Class Members may obtain information or contact the Settlement Administrator.
- (c) E-mail the Summary Notice, as approved by the Court, to all persons on the Class List for whom an email address is provided and have agreed to receive notices from Defendant by email.
- (d) Mail the Summary Notice by first class United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email.

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that Class Member. If any mailed Summary Notice is returned as undeliverable with a forwarding address then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address then the Settlement Administrator must attempt to locate the correct address

through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search.

The Summary Notice shall include, among other information: a description of the material terms of the settlement; a date by which Class Members may exclude themselves or “opt-out” of the class; a date by which Class Members may object to the settlement and/or to Class Counsel’s application for the Attorneys’ Fees Amount and/or the Service Award Amount; the date upon which the Final Approval Hearing is originally scheduled to occur; and the address of the Settlement Website at which Class Members may access this Settlement Agreement, the Detailed Notice, and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Summary Notice before the Deadline to Send Notice, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

The Summary Notice, Detailed Notice, or any other notice provided to Class Members, 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. The Summary Notice will be translated to Spanish language.

The Settlement Administrator shall maintain a database showing mail and email addresses to which each notice was sent and any notices that were not delivered by mail and/or email. This database shall be available to the Court and Parties upon request, but shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be kept confidential, not be shared with any third party, and used only for purposes of implementing the terms of this Settlement Agreement, and shall not be used for any other purposes.

The Settlement Administrator shall also provide weekly updates to Class Counsel and Defendant regarding the progress of sending notice to Class Members, and a declaration or affidavit in advance of the Final Approval Hearing and in support of the Motion for Final Approval. The Settlement Administrator shall also provide, no later than 3 days before the Final Approval Hearing, a summary report of the program of providing notice to Class Members.

The Summary Notice and Detailed Notice shall be in forms approved by the Court, and substantially similar to the notice forms attached hereto as Exhibits A and B, respectively. Not all Class Members will receive both notices, as detailed herein. The Parties may by mutual written consent make non-substantive changes to the Summary Notice and Detailed Notice without Court approval.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

5.4. Right of Members of the Settlement Class to Opt-Out.

Any Class Member may choose to be excluded from the Settlement Class by timely complying with the requirements to opt-out set forth in the Detailed Notice. Any person who submits a valid and timely request to opt-out will be excluded from the settlement and will not be bound by any of its terms, including the release. If an account has more than one accountholder, and if one accountholder opts-out of 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 such accountholder shall be entitled to a payment under the settlement. Any Class Member who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and Counsel for Defendant.

If more than 3% of Class Members opt-out, Defendant may terminate this agreement by providing written notice to Class Counsel no later than the Deadline to Terminate for Opt-Outs, in which event this agreement shall become null and void.

5.5. Right of Class Members to Object.

Any Class Member may object to the settlement and/or Class Counsel's application for the Attorneys' Fees Amount, expenses and/or the Service Award Amount by timely complying with the requirements to submit an objection set forth in the Detailed Notice, incorporated herein as Exhibit B. Any such objection must be mailed to the Settlement Administrator at the address set forth in the Detailed Notice, not filed with the Court. Class Counsel and/or Defendant may conduct limited discovery on any objector or objector's counsel consistent with the Federal Rules of Civil Procedure.

5.6. Final Approval.

Plaintiff shall file her Motion for Final Approval, inclusive of the application for Attorneys' Fees Amount, expenses and Service Award Amount. If the date or location of the Final Approval hearing changes, that information will be included on the Settlement Website. Notice to Class Members of the final judgment will be posted on the Settlement Website. Plaintiff shall ask the Court to enter the Final Approval Order in the form agreed upon herein.

5.7. Effective Date.

This Settlement Agreement will become effective and binding on the Effective Date.

6. Attorneys' Fees, Expenses, and Service Award

No later than the Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs, Class Counsel shall file a motion with the Court for attorneys'

fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, Class Counsel's expenses, and a service award of up to the Service Award Amount listed on the Key Terms Page, to be paid as set forth in the Key Terms. Defendant agrees to take no position on these requests so long as the requested attorney's fees and service award are no greater than the Attorney's Fees Amount and the Service Award Amount.

If the motion is granted, no later than the Deadline to Pay Fees and Expenses, Class Counsel shall be paid the amounts awarded by the Court for fees and expenses from the sources listed on the Key Terms Page. No later than the Deadline to Pay Service Awards, the Class Representative shall be paid the amount awarded by the Court for a service award from the sources listed on the Key Terms Page.

7. No Admission of Liability/Agreement Not Binding Absent Approval.

Defendant is entering into this agreement solely to compromise and settle the lawsuit and to avoid the expense and uncertainty of continued litigation. This agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendant expressly denies any wrongdoing, misconduct, or liability in the lawsuit. In addition, nothing in this agreement or related to this settlement may be cited as authority by any party and shall not stand as support for contested class certification in any other cases.

If this agreement fails to become effective, or is voided, for any reason, then: (i) no act, statement, or filing in furtherance of this agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the parties to this Settlement Agreement shall be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; and (iii) Defendant shall be entitled to object to certification of any class in this lawsuit.

8. Additional Terms

8.1. Agreement to Effectuate This Settlement

The Class Representative, Class Counsel, Defendant, and Counsel for Defendant agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this agreement; and (iii) Class Representative and Class Counsel shall each provide a Form W-9 to Defendant and its insurer and the Settlement Administrator prior to receiving the payments set forth above.

8.2. Integration Clause

This agreement and all exhibits to it constitute the entire agreement between the parties and can be modified only in writing. This agreement and all exhibits to it constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this agreement. The agreement is an integrated agreement, and no promise, inducement, or agreement separate from this agreement has been made to the parties. The terms of this agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

8.3. Execution in Counterparts and by Electronic Signature

This agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

8.4. No Construction Against the Drafter

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

8.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This agreement, and all exhibits to it, shall be governed by the laws of the State of Iowa, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this agreement and related documents must be brought in the Court.

8.6 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.

8.7 Binding Effect.

This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of the Plaintiff/Class Representative, Defendant, the Settlement Class, the Releasing Parties, and the Released Parties.

8.8 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.

8.9 Authority

Class Counsel and Counsel for Defendant represent and warrant that the persons signing this Settlement Agreement have full power and authority to bind every person, partnership, corporation or entity upon whose behalf they sign this Settlement Agreement.

8.10 No Conflict Intended

Any inconsistency between the headings used in this Settlement Agreement and the text of the paragraphs of this Settlement Agreement shall be resolved in favor of the text.

8.11 Notices

All notices to Class Counsel or Defendant, other than objections to or exclusions from the settlement (which must be provided as set forth in the Detailed Notice attached as Exhibit B hereto), shall be sent by email with a hard copy sent by overnight mail to:

COHENMALAD, LLP
Lynn A. Toops
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Email: ltoops@cohenmalad.com
Class Counsel

MAYER BROWN LLP

Andrew J. Demko

333 S. Grand Ave., 47th Floor

Los Angeles, CA 90071

Email: ademko@mayerbrown.com

Counsel for Defendant Bankers Trust Company

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 providing notice to Class Members as set forth herein.

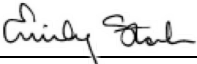
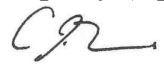
8.12 Modification and Amendment.

This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendant., If the settlement has been approved preliminarily by the Court, such amendment or modification must be filed with and approved by the Court.

[Remainder of this page intentionally left blank]

9. Signatures

Each party is signing as of the date indicated next to that party's signature.

	Bankers Trust Company
Dated: <u>8/8/2025</u>	By: <u></u>
	Emily Stork
	Its: Chief Risk Officer
	Counsel for Bankers Trust Company (Approved as to Form)
Dated: <u>8/11/2025</u>	By: <u></u>
	Andrew J. Demko
	Mayer Brown LLP
	Class Representative
Dated: _____	_____
	Stephanie Jones
	Class Counsel (Approved as to Form)
Dated: _____	By: _____
	Lynn A. Toops
	Cohen & Malad, LLP

[Remainder of this page intentionally left blank]

9. Signatures

Each party is signing as of the date indicated next to that party's signature.

	Bankers Trust Company
Dated: _____	By: _____ Emily Stork
	Its: SVP, General Counsel & Senior Risk Officer
	Counsel for Bankers Trust Company (Approved as to Form)
Dated: _____	By: _____ Andrew J. Demko Mayer Brown LLP
	Class Representative
Dated: 08 / 06 / 2025	_____ 
	Stephanie Jones
	Class Counsel (Approved as to Form)
Dated: _____	By: _____ Lynn A. Toops Cohen & Malad, LLP

[Remainder of this page intentionally left blank]

9. Signatures

Each party is signing as of the date indicated next to that party's signature.

Bankers Trust Company	
Dated: _____	By: _____ Emily Stork
	Its: SVP, General Counsel & Senior Risk Officer
Counsel for Bankers Trust Company (Approved as to Form)	
Dated: _____	By: _____ Andrew J. Demko Mayer Brown LLP
Class Representative	
Dated: _____	_____
	Stephanie Jones
Class Counsel (Approved as to Form)	
Dated: 08 / 06 / 2025	By: <u>Lynn Toops</u> Lynn A. Toops Cohen & Malad, LLP

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Exhibit A – Summary Notice

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

There has been a proposed class action settlement in the lawsuit entitled *Jones v. Bankers Trust Company*, No. 4:23-cv-00477, which is pending in The United States District Court for the Southern District of Iowa. In the lawsuit, Plaintiff Jones alleged that Defendant Bankers Trust Company improperly charged (1) Overdraft fees incurred on debit card transactions authorized on a sufficient available balance (“APSN Fees”) from December 1, 2016 through April 3, 2023 (the “APSN Class Period”); and (2) Overdraft fees incurred for one-time debit card transactions and ATM transactions (“Reg-E Fees,” and together with APSN Fees, the “Challenged Fees”) from December 1, 2022 through April 3, 2023 (the “Reg-E Class Period,” and together with the APSN Class Period, the “Class Period”). Defendant denies any wrongdoing, but it has agreed to settle to avoid the burden and expense of litigation. If you are a member of the Settlement Class (as defined on the Key Terms Page of the Class Action Settlement Agreement (the “Settlement Agreement”)) and the settlement is approved, you may be entitled to receive a cash payment from the \$550,000 Settlement Fund and/or forgiveness of debt. The amount and nature of the benefits you are entitled to will be determined by an independent Settlement Administrator, based on the Settlement Agreement and not by Defendant. You do not need to make any claim for benefits; if the settlement is granted final approval you will automatically be sent any benefits to which you are entitled, including through an account credit or check.

The Court has preliminarily approved this settlement. It will hold a final approval hearing on [DATE OF FINAL APPROVAL HEARING and TIME] at [LOCATION]. You do not need to attend this hearing. At the hearing, the Court will consider whether to grant final approval to the settlement, whether to approve payment of attorneys’ fees up to 1/3 of the Value of the Settlement (as defined on the Key Terms Page of the Settlement Agreement) to be paid from the Settlement Fund (as defined on the Key Terms Page of the Settlement Agreement), payment of a service award of up to \$5,000 to the Class Representative, to be paid from the Settlement Fund, and Class Counsel’s reasonable expenses. If the Court grants final approval and you do not request to be excluded from the settlement, in exchange for the benefits made available under the settlement, you will release your right to bring any claim covered by the settlement (the “Released Claims,” as defined in the Settlement Agreement).

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

If you do not want to participate in this settlement—you do not want to receive a cash payment or other benefit and you do not want to be bound by any judgment entered in this lawsuit—you may exclude yourself by submitting an opt-out request. If you do not opt-out, you may object to the settlement by submitting a written objection. Any request to opt-out or any objection must be postmarked no later than [DEADLINE TO OBJECT]. You may learn more about the opt-out and objection procedures and requirements by visiting [SETTLEMENT WEBSITE] or calling [PHONE NUMBER].

Exhibit B – Detailed Notice

THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA
Jones v. Bankers Trust Company, No. 4:23-cv-00477

**If you were assessed a Challenged Fee¹ by
 Bankers Trust Company, you could get a payment
 and/or other benefits from a class action
 settlement.**

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

- The settlement relates to certain fees (defined in footnote 1 below as “Challenged Fees”) that Bankers Trust Company (“Defendant”) charged. If you were charged such a fee, you are a member of the Settlement Class (each, a “Class Member”).
- Class Members who do nothing will automatically receive a check or account credit and/or debt forgiveness. Payments and credits will be from the Net Settlement Fund based on a percentage of the amount of applicable fees paid. The amount of these payments will be determined by an independent settlement administrator and not by Defendant.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Automatically receive a settlement check or account credit and/or debt forgiveness once the settlement is finally approved. Give up the right to bring a separate lawsuit about the same issues.
EXCLUDE YOURSELF	Get no benefits from the settlement. Keep the right to bring a separate lawsuit about the same issues at your own expense.

¹ “Challenged Fees” means: (1) Overdraft fees incurred during the Class Period on debit card transactions authorized on a sufficient available balance (“APSN Fees”); and (2) Overdraft fees incurred during the Class Period for one-time debit card transactions and ATM transactions (“Reg-E Fees”). The “Class Period” is for APSN Fees, December 1, 2016, through April 3, 2023; and, for Reg-E Fees, December 1, 2022, through April 3, 2023. Capitalized terms used and not otherwise defined herein are defined in the Settlement Agreement.

OBJECT

Write to the Court about why you don't like the settlement. If the settlement is approved you will still automatically receive a check or account credit and/or debt forgiveness and give up the right to bring a separate lawsuit about the same issue.

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

BASIC INFORMATION

1. Why did I get this notice?

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

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

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

The Court in charge of the case is The United States District Court for the Southern District of Iowa, and the case is known as *Jones v. Bankers Trust Company*. The person who sued is called the Plaintiff, and the entity sued is called the Defendant.

2. What is the lawsuit about?

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

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Plaintiff Stephanie Jones) sue on behalf of themselves and other people who have similar claims. All of these people are called Class Members, and together they form the Settlement Class. This is a class action because the Court has decided it meets the legal requirements to be a class action solely for the purposes of settlement and notice. Because the case is a class action, one court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. Defendant does not in any way acknowledge, admit to or concede any of the allegations in the lawsuit and expressly disclaims and denies any and all fault or liability for the charges that have been alleged in this lawsuit. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

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

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

If you received an email or postcard notice addressed to you then you are a Class Member , you will be a part of the settlement, and the applicable benefits of the settlement will be provided to you, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

The Defendant has agreed to pay \$550,000 into a Settlement Fund to settle this case, plus Defendant will forgive and charge-off all uncollected overdraft fees from the Class Period on Class Member accounts (“Debt Forgiveness”), making the total Value of the Settlement no less than \$564,283.26. As discussed separately below, attorneys’ fees, Class Counsel’s expenses, the costs of this notice and the costs of distributing the settlement benefits, among other settlement administration costs, and the Service Award Amount to the Class Representative will also be paid out of the Settlement Fund.

7. What can I get from the settlement?

After deducting the attorneys' fees and expenses, costs of notice and administration, and Service Award Amount to the Class Representative approved by the Court, there will be a Net Settlement Fund available for distribution to Class Members who do not exclude themselves from the Settlement Agreement. Each such Class Member will be paid from this fund on a pro rata basis, based on the amount of applicable Challenged Fees paid by the Class Member. For example, a Class Member who paid \$1,000 in applicable fees will receive a check or account credit for twice as much as a Class Member who paid \$500 in applicable fees.

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

$$\text{Class Member's Distribution} = \left(\frac{\begin{array}{c} \text{Total Amount of Challenged} \\ \text{Fees Paid by Class Member} \\ \text{During the Class Period} \end{array}}{\begin{array}{c} \text{Total Amount of Challenged} \\ \text{Fees Paid by All Class} \\ \text{Members During the Class} \\ \text{Period} \end{array}} \right) \times \text{Net Settlement Fund}$$

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

If there are uncollected funds after the first distribution, there will be subsequent distributions in the same manner as the first to the persons who successfully received an account credit or cashed their check in the prior distribution round. Once Class Counsel determines that it would not be feasible to make further distributions to Class Members based on the administrative costs of the distribution, which will be paid from the Settlement Fund, any remaining uncollected funds will be paid on a cy pres basis to a charity approved by the Court. The parties are recommending that the Court make an award to Habitat for Humanity. If you think another charity would better serve the interests of the Settlement Class, you may write to the Settlement Administrator at the address in Question 11 to recommend a different charity and to explain why you believe the charity is appropriate. The Settlement Administrator will pass your recommendation onto Class Counsel who will file it with the Court.

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

You do not need to do anything to receive a payment from the settlement or account credit and/or debt forgiveness. As long as you do not exclude yourself, you will receive a settlement check or account credit and/or debt forgiveness if the settlement is approved and becomes final and if you are eligible. If your address changes, however, please call the

number at the bottom of this notice to report the address change so that your payment reaches you.

9. When would I get my payment?

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

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

Unless you exclude yourself, you are staying in the Settlement Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Parties relating to the legal claims that were or could have been brought in *this* case (the "Released Claims," as defined in the Settlement Agreement). It also means that all of the Court's orders will apply to you. Once the settlement is final, any Released Claims that you may have will be released and forever barred.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment, account credit, or any other benefits from this settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

11. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Jones v. Bankers Trust Company*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **[DEADLINE TO OPT-OUT]** to:

Jones v. Bankers Trust Company Exclusions
[Notice Administrator Address 1]
[Notice Administrator Address 2]
[City], [State] [ZIP].

You can't exclude yourself on the phone or by e-mail or by letter to a different address. If you ask to be excluded, you will not get any settlement payment or credit and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

12. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendant or any other Released Parties for the Released Claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember that the exclusion deadline is **[DEADLINE TO OPT-OUT]**. You can review the scope of the releases of your right to sue Defendant and others in paragraph 4 of the Settlement Agreement.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money or benefits from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

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

15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees of up to 1/3 of the Value of the Settlement to be paid from the Settlement Fund, plus reimbursement of Class Counsel's expenses, and a service award to the Class Representative of up to \$5,000, to be paid from the Settlement Fund. The amount of the attorneys' fees, expenses, and service awards must be approved by the Court. The request for attorneys' fees, expenses, and service award will be posted on the Settlement Website once it is filed and before the deadline for objections.

OBJECTING TO THE SETTLEMENT

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

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

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. The Court may consider your views. To object, you must send a letter saying that you object to *Jones v. Bankers Trust Company*. You must include your name, address, telephone number, your signature, and

the reasons you object to the settlement, along with any evidence or legal argument that supports your objection. You must mail the objection to the following address postmarked no later than **[DEADLINE TO OBJECT]**:

Jones v. Bankers Trust Company Objections

[Notice Administrator Address 1]

[Notice Administrator Address 2]

[City], [State] [ZIP].

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

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

The Court will hold a Final Approval Hearing at **[DATE OF FINAL APPROVAL HEARING and TIME]** at **[LOCATION]** or by telephonic or videoconference, which will be listed on the settlement website. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court may consider them. The Court may listen to people who have asked to speak at the hearing and complied with question 20 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. You are not required to attend this hearing.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Jones v. Bankers Trust Company*." You must include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must

be postmarked no later than **[DEADLINE TO OBJECT]**, and be sent to the address listed under question 16 of this notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph and must file an appearance in accordance with the applicable rules of the Court.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

22. Are there more details about the settlement?

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

Exhibit C – Preliminary Approval Order

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

STEPHANIE JONES, on behalf of
herself and all others similarly
situated,

Plaintiff,

v.

BANKERS TRUST COMPANY,

Defendant.

Civil Action No. 4:23-cv-00477

PRELIMINARY APPROVAL ORDER

Plaintiff, Stephanie Jones (“Plaintiff” or “Class Representative”), and Defendant, Bankers Trust Company (together, the “Parties”), have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiff has moved the Court to certify the Settlement Class (as defined below) under Federal Rules of Civil Procedure 23(a) and (b)(3) for settlement purposes only; to grant preliminary approval to the Settlement under Federal Rule of Civil Procedure 23(e); to approve the form and method for giving notice of the proposed Settlement to the Settlement Class; and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

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

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

3. The Court finds that, solely for the purposes of settlement and notice, the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been met, specifically:

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

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

All persons who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is for APSN Fees, December 1, 2016, through April 3, 2023; and for Reg-E Fees, December 1, 2022, through April 3, 2023, and Challenged Fees

means (1) Overdraft fees incurred during the Class Period on debit card transactions authorized on a sufficient available balance (“APSN Fees”); and (2) overdraft fees incurred during the Class Period for one-time debit card transactions and ATM transactions (“Reg-E Fees”). The Court appoints Stephanie Jones as Class Representative, and the Court appoints CohenMalad, LLP; Gibbs Law Group LLP; Roxanne Conlin & Associates, O.C.; and Stranch, Jennings & Garvey, PLLC, as Class Counsel.

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

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of due process. The Court appoints Simpluris as settlement administrator (the “Settlement Administrator”) and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement. Subject to approval of invoices by Class Counsel, the Settlement Administrator is authorized to be paid for services as provided in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2025, at U.S. District Courthouse, 111 Locust Street, Des Moines, IA 50309, or via video or teleconference,

for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees and expenses and any service awards from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Settlement Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Settlement Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Settlement Class. A request for exclusion from the Settlement Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Members of the Settlement Class who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. If a member of the Settlement Class or

his or her counsel wishes to speak at the Final Approval Hearing, he or she shall comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

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

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

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

13. Not more than one hundred (100) days after the date of this order, the Settlement Administrator shall provide Class Counsel a report of opt-outs, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Agreement, and Class Counsel shall promptly file the list with the Court.

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

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

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

SO ORDERED.

Dated:

Hon. Rebecca Goodgame Ebinger
Judge, United States District Court
Southern District of Iowa

Exhibit D – Final Approval Order

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

STEPHANIE JONES, on behalf of
herself and all others similarly
situated,

Plaintiff,

v.

BANKERS TRUST COMPANY,

Defendant.

Civil Action No. 4:23-cv-00477

FINAL APPROVAL ORDER

WHEREAS, Plaintiff, Stephanie Jones, and Defendant, Bankers Trust Company (the “Parties”), entered into the Class Action Settlement Agreement (“Settlement Agreement”);

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

All persons who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is for APSN Fees, December 1, 2016, through April 3, 2023; and for Reg-E Fees, December 1, 2022, through April 3, 2023, and Challenged Fees means (1) Overdraft fees incurred during the Class Period on debit card transactions authorized on a sufficient available balance (“APSN Fees”); and (2) overdraft fees incurred during the Class Period for one-time debit card transactions and ATM transactions (“Reg-E Fees”).

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement Agreement to the members of the Settlement Class, directing that appropriate notice of the Settlement Agreement be given to the Settlement Class, and scheduling the Final Approval Hearing (as defined below);

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order, Simpluris (the “Settlement Administrator”) caused notice to be emailed and/or mailed by United States First Class Mail to all known members of the Settlement Class and the affidavit of notice filed with this Court by CohenMalad LLP; Gibbs Law Group LLP; Roxanne Conlin & Associates, O.C.; and Stranch, Jennings & Garvey, PLLC (“Class Counsel”) demonstrates compliance with the Preliminary Approval Order with respect to notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of the names of the members of the Settlement Class who submitted valid requests for exclusion from the Settlement Class;

WHEREAS, on _____, 2025, this Court held a hearing on whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in this action, the benefits to the members of the Settlement Class under the Settlement

Agreement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

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

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Parties.

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

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

5. The settlement is the product of good faith, arm's-length negotiations by the Class Representative and Class Counsel, on the one hand, and Defendant, Mayer Brown LLP and Belin McCormick, P.C. ("Counsel for Defendant"), and the Settlement Class and Defendant were represented by capable and experienced counsel.

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

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

8. The settlement provides for certain benefits to the members of the Settlement Class. The Court approves those benefits and approves the distribution plan for the \$550,000.00 Settlement Fund (as defined on the Key Terms Page of the Settlement Agreement), and the method and recipients for receipt of any Residual Funds (as defined in Section 3.1 of the Settlement Agreement), and the parties are authorized to implement distribution of the Settlement Fund after deductions for fees, expenses, and service awards as approved by the Court.

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

10. Upon the occurrence of the Effective Date (as defined in the Schedule of Dates and Deadlines in the Settlement Agreement), the Class Representative and the Class Members who did not submit timely requests for exclusion release and forever and irrevocably discharge Defendant and its predecessors, successors, parents, subsidiaries, assigns, insurers, members, current and former officers, directors, employees, attorneys and agents (the “**Released Parties**”) from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, 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 arise from or relate to Defendant’s assessment of Challenged Fees, and claims that were asserted or could possibly have been asserted in the Action relating to Defendant’s assessment of Challenged Fees (the “**Released Claims**”). The Class Representative and Class Members who did not submit timely requests for exclusion are barred and

permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Defendant and any other Released Party in any forum, action, or proceeding of any kind. The release shall not extend to any claims by Class Members for bodily injury or under the Servicemembers Civil Relief Act.

11. Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims. Notwithstanding the forgoing, nothing in this Order shall be construed as a release or waiver of any obligation of any Class Representative, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in the Settlement Agreement. Any such debts, loans, and credit obligations shall continue by governed by the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in the Settlement Agreement.

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

13. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit. The Court expressly incorporates the Settlement

Agreement into this Order and retains jurisdiction over the settlement, the parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

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

Dated:

Hon. Rebecca Goodgame Ebinger
Judge, United States District Court
Southern District of Iowa