

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

CHARLES DANIEL BICKERSTAFF,	)	
as Administrator of the estate of JEFF	)	
BICKERSTAFF, JR., on behalf	)	
of himself and all persons similarly	)	CIVIL ACTION
situated,	)	
	)	
Plaintiff,	)	FILE NO. 10EV010485
v.	)	
	)	
SUNTRUST BANK,	)	
	)	
Defendant.	)	
_____	)	

CLASS SETTLEMENT AGREEMENT AND RELEASE

This agreement, dated January 20, 2026, (“Agreement” or “Settlement”) is made and entered into by and among Plaintiff CHARLES DANIEL BICKERSTAFF, as administrator of the estate of Jeff Bickerstaff, Jr., individually and as the Class Representative (“Class Representative”), and TRUIST BANK (“Truist” or “Defendant”), successor by merger to Defendant SUNTRUST BANK (“SunTrust”), hereinafter collectively “Truist,” to settle claims on behalf of the Class Representative and the Settling Class Members, as defined below. Therefore, subject to approval by the Trial Court, the Parties hereby stipulate and agree that the Lawsuit, and the matters raised by the Lawsuit, are settled, compromised, and dismissed on the terms and conditions set forth below.

1. Background

1.1. Parties

Class Representative CHARLES DANIEL BICKERSTAFF, as administrator of the estate of Jeff Bickerstaff, Jr., is a Georgia citizen and has been named the Class Representative in the

Lawsuit by the State Court of Fulton County of the State of Georgia (“Trial Court”). Truist is the successor by merger to Defendant SUNTRUST BANK and has its principal office located at 214 N. Tryon Street, Charlotte, NC 28202. Collectively these are the “Parties.”

1.2. Procedural History

Plaintiff Jeff Bickerstaff, Jr. filed a lawsuit in the Trial Court on July 12, 2010, and it was assigned Civil Action File No. 10EV010485 (the “Lawsuit”), alleging that SunTrust’s overdraft fees (which includes extended overdraft fees) amount to interest charges that exceed Georgia’s civil and criminal usury limits. SunTrust moved for an order compelling arbitration of Plaintiff Jeff Bickerstaff’s claims. When that was denied, SunTrust sought an interlocutory appeal at the Georgia Court of Appeals. That interlocutory appeal was originally granted but was ultimately dismissed as improvidently granted after briefing was completed.

Plaintiff Jeff Bickerstaff moved for class certification on April 8, 2013. The Trial Court denied that motion. Plaintiff Jeff Bickerstaff appealed. The Georgia Court of Appeals affirmed the Trial Court’s denial of class certification in the case of *Bickerstaff v. SunTrust Bank*, 332 Ga. App. 121 (2015) (“*Bickerstaff I*”). Plaintiff Jeff Bickerstaff sought certiorari to the Georgia Supreme Court. That Court granted certiorari and reversed the Court of Appeals and the Trial Court in the case *Bickerstaff v. SunTrust Bank*, 299 Ga. 459 (2016) (“*Bickerstaff II*”). SunTrust sought certiorari to the United States Supreme Court. That Court denied certiorari on December 5, 2016. The Court of Appeals then remanded the case in *Bickerstaff v. SunTrust Bank*, 340 Ga. App. 43 (2017) (“*Bickerstaff III*”).

On November 14, 2015, Jeff Bickerstaff passed away. Over the objection of SunTrust, Mr. Bickerstaff’s mother, Ellen Bickerstaff, became the Named Plaintiff in her capacity as executrix of his estate.

On remand, the Trial Court granted Plaintiff Ellen Bickerstaff's motion for class certification and certified a class on October 6, 2017. SunTrust appealed this ruling. The Court of Appeals affirmed the Trial Court's grant of class certification in the case of *SunTrust Bank v. Bickerstaff*, 349 Ga. App. 794 (2019) ("*Bickerstaff IV*"). After SunTrust unsuccessfully sought certiorari to the Georgia Supreme Court, the case was remanded again.

On remand, SunTrust moved to modify the class definition and compel arbitration. On February 9, 2021, the Trial Court denied SunTrust's motions without prejudice. Class Counsel provided court-approved notice to the certified class in May 2022. The putative class members were given the opportunity to opt-out of the class, and 158 potential class members chose to do that.

On September 28, 2022, Ellen Bickerstaff passed away. Charles Daniel "Dan" Bickerstaff, Ellen's son and Jeff's brother, became administrator of the estate. Plaintiff moved to substitute him as class representative and, over SunTrust's opposition, that motion was granted.

On December 6, 2019, SunTrust merged with BB&T, and BB&T changed its name to Truist Bank.

The Parties undertook extensive discovery in the Lawsuit.

On March 4, 2024, the Trial Court issued an Omnibus Order addressing a number of SunTrust's and Plaintiff's pretrial motions. SunTrust appealed the Omnibus Order, and Plaintiff Dan Bickerstaff cross appealed. In *SunTrust Bank v. Bickerstaff*, 375 Ga. App. 37 (February 20, 2025) ("*Bickerstaff V*"), the Georgia Court of Appeals affirmed some portions of the Trial Court's Omnibus Order and reversed others. After SunTrust unsuccessfully sought certiorari to the Georgia Supreme Court, the case was remanded.

This Settlement resulted from good faith, arm's-length settlement negotiations. The Parties

mediated this case before Hunter Hughes beginning on February 28, 2024. The Parties continued the mediation on December 4, 2025.

1.3. Status of Claims

The Lawsuit has spanned over 15 years and involved several interlocutory appeals. Pre-trial litigation has narrowed some of the Parties' disputes, but the Parties agree that there remains significant uncertainty as to the outcome of the case, including whether liability will be established and, if so, for which of the asserted counts; which members of the putative class were Georgia Citizens at all relevant times; and the amount of any actual damages and prejudgment interest.

Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further prosecution of the Lawsuit, and the substantial benefits to be received by the Settling Class Members, that settlement on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settling Class Members.

Truist denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Truist with respect to any claim of fault, liability, wrongdoing, or damages or any infirmity in the defenses that Truist asserted or would assert. Solely given the risks, uncertainties, burden, and expense of continued litigation, Truist has agreed to settle on the terms as set forth herein, subject to Trial Court approval.

2. Class Overview

2.1. The Settling Class Members

The Trial Court certified a class and provided notice as described above. The Trial Court then defined the certified class in its March 4, 2024 Omnibus Order as follows:

Every person who was a Georgia citizen on the date Plaintiff filed this Complaint, and has thereafter continuously remained through October 6,

2017, a citizen of Georgia who had or has one or more accounts with SunTrust Bank and who, from July 12, 2006 to October 6, 2017 (i) had at least one overdraft of \$500.00 or less resulting from an ATM or debit card transaction (the “Transaction”); (ii) paid any Overdraft Fees as a result of the Transaction; and (iii) did not receive a refund of those fees.

Omnibus Order at 25-26.

In the Omnibus Order, the Trial Court made rulings pertaining to the certified class, and the Court of Appeals reviewed those rulings in *Bickerstaff V*. The Court of Appeals ruled that (a) class members who had closed their accounts prior to June 1, 2010 must arbitrate their claims against SunTrust; and (b) class members could not assert claims based on overdraft fees charged after April 15, 2014, because of an amendment to Georgia’s usury laws.

This Settlement thus pertains only to class members whose accounts were not closed prior to June 1, 2010, and whose claims are based on overdraft charges on or before April 15, 2014, excluding the 158 individuals who previously opted out of the class (the “Settling Class Members”).

2.2. Settlement Pursuant to § 9-11-23(b)(3)

The Parties agree that Plaintiff will seek approval of this Settlement under O.C.G.A. § 9-11-23(b)(3), Defendant will not oppose, and that the payments described herein will be paid in accordance with the terms described below.

2.3 Class Counsel

The Trial Court has already determined that the following Class Counsel is adequate, and the Parties agree that they will remain Class Counsel for purposes of this Settlement (“Class Counsel”):

Michael B. Terry (Ga. Bar #702582)
Jason J. Carter (Ga. Bar #141669)
Patrick C. Fagan (Ga. Bar #387016)
Jeffrey W. Chen (Ga. Bar #640207)

Jennifer L. Peterson (Ga. Bar #601355)
BONDURANT, MIXSON & ELMORE, LLP
3900 One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309
(404) 881-4100

C. Ronald Ellington (Ga. Bar #243800)
C. RONALD ELLINGTON, ATTORNEY, PC
4279 Gulf Pines Drive
Sanibel, FL 33957
(706) 202-1381
cre@uga.edu

J. Benjamin Finley (Ga. Bar #261504)
THE FINLEY FIRM, P.C.
200 13th St
Columbus, GA 31901
(706) 322-6226
bfinley@thefinleyfirm.com

3. Court Approval

The Parties acknowledge that Trial Court approval of this Settlement is required for it to take effect.

3.1 Preliminary Approval

As soon as practicable after the Parties execute this Agreement, Class Counsel shall submit, an unopposed motion and proposed order to the Trial Court seeking preliminary approval of the Settlement. Truist has reviewed and approved the proposed filings.

3.1.1. Content of Proposed Preliminary Approval Order

The motion for preliminary approval shall request that the Trial Court issue an order (“Preliminary Approval Order”) that:

- (i) preliminarily approves this Settlement;
- (ii) identifies the Settling Class Members subject to the Settlement;
- (iii) confirms the appointment of Class Counsel;

- (iv) approves the form, content, and manner of notice of settlement to be provided to the Settling Class Members (the “Settlement Notice”), which is attached to this Agreement as Exhibit A;
- (v) orders Truist to provide email addresses for the Settling Class Members, if Truist has such information reasonably available to it, within twenty (20) days after the Preliminary Approval Order is entered;
- (vi) directs the issuance of the Settlement Notice within forty (40) days after the Preliminary Approval Order is entered (the “Settlement Notice Date”);
- (vii) approves the Settlement Administrator described below;
- (viii) sets a date of no later than forty-five (45) days after the Settlement Notice Date by which any objection must be filed with the Clerk of Court;
- (ix) sets a date of no later than forty-five (45) days after the Settlement Notice Date by which any request for opt-out/exclusion from this Settlement must be mailed to the Settlement Administrator. Class counsel will file the request with the Clerk of Court and provide copies to counsel for the parties (collectively with the deadline to file an objection, the “Objection/Opt-Out Date”);
- (x) approves a plan for distributing payments to the Settling Class Members as described below;
- (xi) sets a date and time for a hearing that is approximately seventy-five (75) days after the Settlement Notice Date, or as soon thereafter as the Trial Court determines is fair and reasonable (the “Fairness and Final Approval Hearing”); and
- (xii) stays all proceedings in this case through a ruling on the fairness and final approval of the settlement.

3.1.2. Appointment of Settlement Administrator

The Parties agree that, subject to Trial Court approval, Epiq Class Action & Claims Solutions, Inc. shall be appointed and shall act as Settlement Administrator and perform the duties described in this Agreement and by order of the Trial Court.

3.1.3. If The Trial Court Denies Preliminary Approval

If the motion for preliminary approval is denied by the Trial Court, the Agreement is null and void, but the parties may attempt to negotiate a new agreement. If the Agreement is rendered

null and void, no Party shall be bound by any statement made or position taken in this Agreement.

3.2. Notice and Opt-Out Period

After entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate notice of the Settlement to the Settling Class Members in accordance with this Agreement and as ordered by the Trial Court.

3.2.1 Mail and Email Notice Process

Within 40 calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall make best efforts to provide the Settlement Notice to the Settling Class Members via First-Class Mail and email (if an email address is available). Mail and email addresses are those provided pursuant to Section 3.2.3. The First Class Mail notices will include the Short Form/Postcard notice identified in Exhibit A. The email notice will include the substance of the Short Form/Postcard notice identified in Exhibit A in an electronic format. The Long Form Notice identified in Exhibit A will appear on the Settlement Website discussed in Section 3.2.2 below. With respect to the First Class Mail notices, the Settlement Administrator shall: (i) re-mail any Settlement Notices returned by the United States Postal Service as undeliverable with a forwarding address; (ii) research (on its own or through a third party research firm) addresses for any Settlement Notices returned without a forwarding address; and (iii) re-mail a Settlement Notice to any Settling Class Member for whom an updated address is discovered through such research within 10 calendar days of receiving the updated address; provided, however, that all such re-mailings by the Settlement Administrator shall be required only if they can be accomplished at least 10 days before the Objection/Opt-Out Date set by the Trial Court.

3.2.2 Settlement Website

Within 20 days after entry of the Preliminary Approval Order, the Settlement Administrator

shall create a webpage that includes the First Amended Complaint, SunTrust's Answer, the Georgia Supreme Court's Opinions, the Georgia Court of Appeals' decision in *Bickerstaff V*, this Agreement, the Court-approved Settlement Notice, Court-approved claim form ("Claim Form"), and the Preliminary Approval Order. Class Counsel's motion for fees and expenses will be posted before the Objection/Opt-Out Date in accordance with the Court's Preliminary Approval Order. If the Trial Court grants final approval of the Settlement ("Final Approval"), the Settlement Administrator shall update the webpage with that Trial Court order. The format and content of the webpage shall be provided to both Class Counsel and Truist's Counsel three (3) business days before any information is posted. In the event of an objection by either party, the Settlement Administrator shall determine the contents consistent with the Trial Court's orders. The Parties may agree to add additional materials to the website. Upon Final Approval, the webpage will be updated to allow for the electronic submission of a Claim Form.

3.2.3 Addresses for Mail and Email Notice

For the initial mailing of the Short Form/Postcard notice, the Settlement Administrator will use the addresses for Settling Class Members that were used during the Class Notice ordered by the Trial Court on April 7, 2022, including the addresses as updated in Paragraph 4 of the Second Affidavit of Jeffrey L. Pirrung, attached to the August 8, 2022 Report on Issuance of Class Notice. Class Counsel will provide the mailing addresses to the Settlement Administrator. Before mailing, the Settlement Administrator will determine if there are any accounts for which multiple Class Members reside at the same address. For any account with multiple class members at the same address, the Settlement Administrator shall mail a single Settlement Notice addressed to all account holders at the address.

If Preliminary Approval is granted by the Trial Court, Truist shall provide to the Settlement

Administrator the most recent email address, if any, that appears in its live databases for each Settling Class Member within 20 days of the Preliminary Approval Order. If Truist cannot provide email addresses for any Settling Class Member, the Settlement Administrator shall reasonably attempt to identify an email address associated with each Settling Class Member.

3.2.4 Opt-Out Requirements

Any Settling Class Member who seeks to be excluded from the Settlement must submit a written request for exclusion by the Objection/Opt-Out Date. The written request must include the name of the Lawsuit, the full name, address, telephone number, and signature of the individual requesting exclusion; the name, address, email address, telephone number, position, and signature of any individual who is acting on behalf of the individual requesting exclusion; and the words “Request for Exclusion” at the top of the document or a statement in the body of the document that the individual is requesting exclusion from the Settlement. The written request for exclusion must be mailed first-class postage prepaid to the Settlement Administrator at the address listed in the Settlement Notice, postmarked by no later than the Objection/Opt-Out Date, and received by the Settlement Administrator no later than 14 days after the Objection/Opt-Out Date. The Settlement Administrator shall provide the Parties with copies of all opt-out requests on a weekly basis and a final list of all who have timely requested exclusion from the Settlement, which Class Counsel will move to file with the Trial Court no later than 10 days prior to the Fairness and Final Approval Hearing. Any Settling Class Member who does not provide a timely request for exclusion that is accepted by the Trial Court shall be bound by the terms of the Settlement, including all releases in the Settlement.

3.2.5 Objector Requirements

Any Settling Class Member who seeks to object to the Settlement, Class Counsel’s request

for attorneys' fees, costs, and expenses, and/or the Class Representative's application for an Incentive Payment must submit a written objection by the Objection/Opt-Out Date. For an objection to be considered by the Trial Court, the objection must be filed in strict compliance with the Trial Court's Preliminary Approval Order and its requirements regarding objections.

3.2.6 Objector Opt-Outs

Any Settling Class Member who both objects to the Settlement and requests exclusion will be deemed to be excluded from the Settlement, and their objection shall be deemed null and void.

3.3. Fairness and Final Approval Hearing

At the Fairness and Final Approval Hearing, the Parties will urge the Trial Court to approve this Settlement as fair, reasonable, and adequate and to dismiss with prejudice the claims of the Settling Class Members. Class Counsel may move the Trial Court to provide an incentive payment to the Class Representative as discussed below and to grant Class Counsel an award of reasonable attorneys' fees, costs and expenses consistent with the provisions below.

3.4. Final Order and Judgment

3.4.1. If The Trial Court Grants Final Approval of the Settlement

The Trial Court's Order and Judgment finally approving the Settlement shall become the "Final Order and Judgment" on the following dates:

- (i) if no appeal is taken from the Trial Court's Order and Judgment, five (5) days after the time to appeal therefrom has expired;
- (ii) if any appeal is taken from the Trial Court's Order and Judgment, five (5) days after the date on which all potential appeals therefrom have been finally disposed of in a manner resulting in an affirmance of the Trial Court's Order and Judgment; or
- (iii) regardless of any appeal, on a date after entry of the Trial Court's Order and Judgment to which counsel for the Parties mutually agree in writing.

3.4.2. If The Trial Court Denies Final Approval

If the Trial Court denies Final Approval of the Settlement in its current form, or if the Trial Court grants Final Approval and appellate review is sought and on such review such Final Approval is materially modified or reversed, this Agreement shall be null and void, but the Parties may reach a new agreement. If the Trial Court denies Final Approval, Truist will have no entitlement to any of the funds that were expended by the Settlement Administrator in compliance with the Settlement Administrator's obligations under this Agreement or the Preliminary Approval Order, but any unexpended funds will be returned to Truist.

In the event there is a failure to obtain a Final Order and Judgment, the Parties shall not be deemed to have consented to any characterization of the case, and no inferences can be drawn regarding the content of this Settlement. In the event there is a failure to obtain a Final Order and Judgment, no party will seek to introduce evidence of the Settlement in any future presentation of evidence related to the merits of the case for any purpose.

4. Settlement Consideration

In exchange for the mutual promises and covenants in this Agreement, including the release of claims set forth below and the dismissal of this Lawsuit, Truist shall make payments as set forth below.

4.1. Settlement Amount

The maximum total settlement amount (“Settlement Amount”) is \$240,000,000.00. The Settlement Amount includes the amount paid to Settling Class Members who comply with the claims process; any incentive payment to the Class Representative; attorneys’ fees, costs, and expenses; and all costs related to settlement administration. The amount paid to Settling Class Members will be determined on a claims-made basis as discussed below. In no event will the Settlement Amount exceed \$240,000,000.00.

4.2. Settlement Fund Account

Within 5 days after entry of the Preliminary Approval Order, the Settlement Administrator shall open and administer, subject to the terms of this Agreement and judicial oversight by the Trial Court, an interest-bearing account (“Settlement Fund Account”) with a Unique Taxpayer Identification Number. The funds deposited in the Settlement Fund Account (the “Settlement Funds”) shall be used to make all distributions and payments specified in this Settlement. It is the intention of the parties for the Settlement Fund Account to be a “Qualified Settlement Fund.” *See* Treasury Regulation § 1.468B1, *et seq.* The Settlement Administrator shall be the “administrator” of the Qualified Settlement Fund. *See* Treasury Regulation § 1.468B-2(k)(3). The Settlement Fund Account shall be a “Qualified Settlement Fund” from the earliest date possible.

4.3. Interest

All interest on the Settlement Funds shall be used first to pay any taxes on the interest and, thereafter, returned to Truist. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the IRS by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all taxes on interest on the Settlement Funds.

4.4. Bank Transfer Information

Within 5 days after entry of the Preliminary Approval Order, the Settlement Administrator shall provide to Defendant's counsel on any forms required by Truist all information necessary to effectuate a transfer of funds to the Settlement Fund Account, including the bank name and ABA routing number, account name and number, and a signed W-9 reflecting the taxpayer identification number for the Settlement Fund Account.

4.5. Payment Schedule

The Settlement Amount shall be paid as described below.

4.5.1. Preliminary Payment for Notice and Administration Costs

Within 20 calendar days after entry of the Preliminary Approval Order, Truist shall pay \$1,000,000 into the Settlement Fund Account to be used to pay the expected costs of notice and settlement administration. If the Settlement Administrator requires additional funds to cover all costs related to settlement administration, Truist shall pay such additional costs as part of the Settlement Amount.

4.5.2. Fees, Expenses and Incentive Payments

Within 20 calendar days after the Final Order and Judgment date as described in Section 3.4.1, Truist shall pay an amount consistent with the Final Order and Judgment up to \$83,200,000 into the Settlement Fund Account to cover any incentive payment to the Class Representative, as well as approved attorneys' fees, costs, and expenses of Class Counsel, as discussed below.

4.5.3 Payment to Settling Class Members Who Make Claims

Within 20 days of the Final Notice of Claims (as described in Section 6.2.5), Truist shall pay the full amount of the Claimed Funds (as calculated below) into the Settlement Fund Account to provide payment for the Settling Class Members's claims.

4.6. No Other Payment Obligations

Other than the transfers specified in Sections 4.5.1, 4.5.2, and 4.5.3, neither Truist nor any other released party shall have any obligation to make any other payment to the Settlement Fund Account, the Settlement Administrator, Class Counsel, Class Representative, or Settling Class Members pursuant to this Agreement.

5. Plaintiff's and Settling Class's Release of Claims

Upon obtaining the Final Order and Judgment as defined in Section 3.4, the Class Representative and Settling Class Members fully, finally, and forever discharge and release all Released Claims. This release applies to all Settling Class Members whom the Trial Court does not exclude from the Settlement, regardless of whether the Settling Class Member makes a claim for monetary payment.

5.1. Released Claims

Released Claims are defined as follows:¹

- all claims, demands, actions or causes of action, rights, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued,
- that have been, could have been or in the future can or might be asserted in the Lawsuit
- by or on behalf of Class Representative or by any Settling Class Member whom the

¹ The definition is separated with bullets for ease of reading, but it should be interpreted as one unbroken passage.

Court does not exclude from the Settlement (whether for themselves or for their beneficiaries, assigns, agents, representatives, attorneys, heirs, executors, administrators, and privies),

- against Truist and its affiliates, as well as their predecessors, successors, agents, employees, officers, directors, attorneys, representatives, administrators, advisors or anyone acting on their behalf,
- which arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Lawsuit, relating to SunTrust's overdraft fees, overdraft charges, or overdraft program.

5.2. Claims to Enforce Settlement

Claims to enforce this Agreement are not Released Claims.

6. Distribution of Settlement Funds and Claims Process

After the Final Order and Judgment as defined in Section 3.4, the Settlement Administrator will distribute the Settlement Funds as follows:

6.1. Initial Deductions

Within 30 calendar days after the Final Order and Judgment, the Settlement Administrator shall make the following payments from the Settlement Fund Account consistent with the Final Order and Judgment:

6.1.1. Fee and Expense Award for Class Counsel

Defendant will take no position on Class Counsel's application to the Trial Court for approval of attorneys' fees in an amount not to exceed 33 and 1/3 % of the Settlement Amount of \$240,000,000.00. In addition, Defendant will take no position on an application by Class Counsel

to the Trial Court for reimbursement for reasonable costs and expenses actually incurred to be paid out of the Settlement Fund Account, not to exceed \$3,000,000.00. Neither Class Counsel nor counsel for Defendant are entitled to any other award or payment of attorneys' fees or costs or expenses from the Settlement Fund Account beyond what is awarded by the Trial Court. Class Counsel acknowledge and agree that the Trial Court has considerable discretion with respect to whether (and if so, in what amount) to award fees, costs, and expenses. Should the Trial Court not approve the total amount of the requested fees, costs, and expenses, the remaining provisions of this Agreement will continue to have full force and effect.

6.1.2. Incentive Payment to Class Representative

Defendant will take no position on the Class Representative or Class Counsel's application to the Trial Court for approval of an incentive payment to the Class Representative in an amount not to exceed \$200,000, to be paid out of the Settlement Fund Account. Class Counsel and the Class Representative acknowledge and agree that the Trial Court has considerable discretion with respect to whether (and if so, in what amount) to award an incentive payment. Should the Trial Court not approve the total amount of the requested incentive payment, the remaining provisions of this Agreement will continue to have full force and effect.

6.1.3. Administrative Costs for Settlement Administrator

The Settlement Administrator shall be paid from the Settlement Fund Account for its reasonable expenses and costs in carrying out its duties described herein. The Settlement Administrator has provided an estimate to the Parties regarding the expected costs and expenses. If the Settlement Administrator's reasonable costs and expenses exceed the estimate it has provided, then it shall submit invoices and detail any additional costs and expenses expected and seek preliminary approval from the Parties for the payment of such expenses and costs. The

Settlement Administrator will endeavor to provide all costs and expenses to the parties before the calculations of the Net Settling Class Members Fund in Section 6.1.4. The Trial Court will decide any disputes regarding any such invoice.

6.1.4. Net Settling Class Members Fund

The Settlement Amount less the deductions and payments from the Settlement Fund Account, as referenced in Sections 4.5.1, 4.5.2, 6.1.1, 6.1.2, and 6.1.3, shall be the “Net Settling Class Members Fund.” Thus, by way of example, if the Trial Court approves attorney’s fees of \$80,000,000, reasonable costs and expenses of \$3,000,000, an incentive payment of \$200,000, and \$1,000,000 in settlement administration costs, the total of the Net Settling Class Members Fund will equal \$155,800,000 (*i.e.*, \$240,000,000 minus \$1,000,000 (costs of administration) minus \$80,000,000 (approved fees), minus \$3,000,000 (approved costs and expenses) minus \$200,000 (approved incentive payment)).

6.2. Payments to Settling Class Members Pursuant to Claims Process

There shall be a claims process required before a Settling Class Member is entitled to receive a payment from the Net Settling Class Members Fund.

Truist shall be responsible for payments to be made to Settling Class Members from the Net Settling Class Members Fund only for Settling Class Members who make a valid claim pursuant to the claims process herein and only in the amount that a Settling Class Member is entitled to under the formulas herein. Truist shall not be responsible for any payments to the Settlement Fund Account for any class member who does not make a valid claim under the claims process herein. Any unclaimed part of the Net Settling Class Members Fund remains property of Truist.

6.2.1 Distribution Plan

Each Settling Class Member shall be entitled to make a claim for their pro rata share of the Net Settling Class Members Fund. Each Settling Class Member's share shall be calculated in accordance with the distribution plan attached hereto as Exhibit B ("Distribution Plan"). Each payment to a Settling Class Member described in the Distribution Plan shall be the maximum that the Settling Class Member is entitled to recover.

6.2.2 Claims Process

Within 14 days following the Final Order and Judgment, the Settlement Administrator shall provide Claim Forms by first class mail and email using the same process described in Section 3.2.1 to Settling Class Members who have not been excluded from the Settlement (the "Claim Form Dissemination Date").

6.2.3 Claim Forms

The claim forms shall be in substantially the form identified in Exhibit C hereto ("Claim Form"). The Claim Form provided to a Settling Class Member will state the approximate amount of recoverable funds associated with a Settling Class Member's SunTrust account, calculated in accordance with the Distribution Plan, attached as Exhibit B. The Claim Form shall require that the Settling Class Member affirm under penalty of perjury that they were continuous citizens of Georgia from July 12, 2010, to October 6, 2017.

The Claim Form shall further instruct that the form must be submitted to the Settlement Administrator by a specific identified date that is 60 days after the Claim Form Dissemination Date ("Claims Deadline").

6.2.4 Claims Deadline

To receive a monetary payment, a Settling Class Member must return the Claim Form to the Settlement Administrator by the Claims Deadline. Claim Forms submitted by mail must be

post-marked by the Claims Deadline and received no later than 14 days after the Claims Deadline. Claim Forms submitted electronically must be submitted and received by midnight on the Claims Deadline. The Claims Deadline will be calculated and specified on the Claim Forms, and on the Settlement Webpage.

6.2.5 Final Notice of Claims Made

As soon as practicable following the Claims Deadline, but in no event later than 30 days after the Claims Deadline, the Settlement Administrator shall provide a report to Class Counsel and Counsel for Defendant that identifies the Settling Class Members who have made timely claims and the individual amount and total aggregate amount of those claims (“Final Notice of Claims”). This aggregate amount shall constitute the “Claimed Funds,” which Truist must pay into the Settlement Fund Account in accordance with Section 4.5.3.

6.3 Payment of Settling Class Members’ Claims

6.3.1. Payment of Claims

As soon as practicable after Truist transfers the Claimed Funds into the Settlement Account, and in no event later than 30 calendar days after the transfer, the Settlement Administrator shall mail checks or make digital payments via Zelle to each Settling Class Member who submitted a compliant Claim Form for the amounts owed as outlined in the Distribution Plan. Each check shall state on its face that the check will become void if not cashed or deposited within 60 calendar days of the date of issue of the check. Such check will be voided by the Settlement Administrator if the check is not cashed or deposited within that time.

6.3.2. Additional Settlement Administrator Duties

The Settlement Administrator will be empowered to carry out all necessary and appropriate steps to effectuate the terms of this Agreement, including overseeing the administration of the

Settlement Fund Account, distributing notices, operating the Settlement Webpage, responding to questions from Settling Class Members, and administering the claims process. The Settlement Administrator shall also:

- (i) endeavor to locate Settling Class Members whose settlement checks are returned as undeliverable, and then to mail the checks to each of these Settling Class Members whom the Settlement Administrator is able to locate;
- (ii) send, after 90 days, a second check to those Settling Class Members whose checks have not been negotiated and have expired (“Follow-up Duty”). This second check shall include a reminder that the check will become void if not promptly cashed or deposited within 60 calendar days of the date of issue of the check and constitutes the last attempt at payment. Such check will be voided by the Settlement Administrator if the check is not cashed or deposited within that time;
- (iii) provide weekly reports to the Parties regarding the claims process, including (among other things) the number of claims submitted and the amount of such claims;
- (iv) prepare appropriate reports and affidavits for the Trial Court in advance of the Fairness and Final Approval Hearing regarding the notice procedures employed with respect to the Trial Court’s Preliminary Approval of this Agreement;
- (v) indemnify and hold the Parties and their agents and employees harmless with respect to any liability arising out of any actions by the Settlement Administrator or its agents or employees that relate in any way to this Agreement;
- (vi) take all reasonable and customary steps to screen Claim Forms for fraud. The Settlement Administrator shall have authority to identify any Claim Form where

there is evidence or indicia of fraud. In making such determinations, the Settlement Administrator may consult with experts and/or the Parties and may request additional information from those individuals who submitted Claim Forms. If a particular Settling Class Member refuses to provide the requested information, the Settlement Administrator may reject the Claim Form. The Settlement Administrator's decision to reject a claim on the grounds that the Claim Form is fraudulent is not subject to appeal; and

- (vii) reasonably cooperate with any audit requests by the Parties, at the requesting Party's expense.

6.4. Unclaimed Funds

After 180 calendar days from the date of the mailing of the payments to Settling Class Members who made claims, and after the Settlement Administrator has performed its Follow-Up Duty, described in Section 6.3.2, any remaining funds, including for any checks that are not cashed or deposited before the stated expiration date on the checks, any remaining funds not used for the reasonable expenses and costs by the Settlement Administrator in carrying out its duties, and any interest (as described in Section 4.3) shall be returned to Truist.

6.5. Tax Obligations and Reporting

The Parties shall have no responsibility or liability for any federal, state or other taxes owed by Settling Class Members as a result of, or that arise from, any Claimed Funds or any other term or condition of this Settlement. The Parties have not and are not providing any tax advice with respect to the Agreement or Claimed Funds. The Settlement Administrator shall prepare, send, file and furnish all tax information reporting forms required for payments made from the Settlement Fund Account as required by the Internal Revenue Service pursuant to the Internal

Revenue Code and related Treasury Regulations.

6.6. Dispute Resolution

In the event a Party, a Settling Class Member or any individual claiming to be a Settling Class Member raises a dispute as to an individual's membership in the Settling Class or the calculation of a Settling Class Member's share of the Net Settling Class Members Fund, the Parties shall meet and confer as to how to resolve the dispute. If the Parties are unable to resolve the dispute, it will be resolved by the Settlement Administrator. The Settlement Administrator's decisions on such disputes shall be final, binding, and non-appealable. Disputes arising pursuant to the Distribution Plan, including disputes regarding ownership of any relevant SunTrust account or entitlement to any Settlement Payment, will be addressed as discussed in the Distribution Plan, attached as Exhibit B.

6.7. Reports

The Settlement Administrator shall provide the Parties with a reconciliation and accounting of the Settlement Fund Account no later than after 150 calendar days from the date of the mailing of the payments to Settling Class Members.

7. Additional Provisions

7.1 Entire, Binding Agreement

This Agreement and the exhibits attached hereto constitute the entire agreement and understanding between the Parties with respect to the Settlement of the Lawsuit. This Agreement and the exhibits attached hereto contain the final and complete terms necessary to settle the Lawsuit and supersede all prior agreements between the Parties regarding settlement of the Lawsuit. The Parties agree that there are no representations, understandings, or agreements relating to the settlement of the Lawsuit other than as set forth in this Settlement. Each Party

acknowledges that it has not executed this Settlement in reliance upon any promise, statement, representation, or warranty, written or verbal, not expressly contained herein. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns. The exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

7.2 Confidentiality

The negotiations during the mediation and creation of this Agreement are confidential except to the extent disclosure is required by law or a court, or to enforce or effectuate the terms of this Agreement.

7.3 Third-Party Communication

Class Representative and Class Counsel agree that they will not disclose prior settlement discussions, mediation discussions, the mediator's proposal, settlement discussions, this Agreement, or any other information concerning potential or actual settlement prior to the public filing of this Agreement.

Until the date payments are made pursuant to Section 6.3.1, Plaintiff and Class Counsel shall not issue, or otherwise cause to be issued, any press release, advertisement or other mass communication regarding the Lawsuit, the allegations in the Lawsuit, or the Settlement. Notwithstanding these restrictions, Class Counsel may respond to press inquiries using language contained in the Motions for Preliminary or Final Approval and associated documents. These restrictions do not limit the ability of Plaintiff or Class Counsel in their communications with the Court or to respond to inquiries from individual Class Members.

Plaintiff and Class Counsel shall not make statements that are defamatory about Truist or its affiliates, parents, subsidiaries, representatives, officers, directors, agents, employees or

attorneys regarding the Lawsuit, the allegations in the Lawsuit, or the Settlement. Truist and Defense Counsel shall not make statements that are defamatory about Plaintiff or Class Counsel regarding the Lawsuit, the allegations in the Lawsuit, or the Settlement.

7.4 No Admission of Liability; No Collateral Use

The Parties acknowledge and agree that this Settlement is a voluntary and mutually acceptable resolution of the Class Representative's and Settling Class Members' claims. By entering into this Settlement, Truist does not admit wrongdoing or liability as to any matter whatsoever. Truist expressly denies any and all claims of wrongdoing and denies any liability to the Class Representative and Settling Class Members. Truist's decision to settle this dispute reflects the significant burdens, risks, and expense that further litigation would entail. This Settlement shall not be cited, offered, or construed as an admission or evidence (including an admission or evidence of the propriety or feasibility of certifying a class) in this Lawsuit or any other action or proceeding against Truist except for purposes of seeking approval, fulfillment, or enforcement of this Settlement.

7.5 Absence of Approval

In the event that this Settlement does not become final and binding, no Party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including claims or objections to class certification, or claims or defenses on the merits. Each Party reserves the right to prosecute or defend this Lawsuit in the event that the Settlement does not become final and binding.

7.6 No Third-Party Beneficiaries

This Settlement shall not inure to the benefit of any third party.

7.7 Modifications

No modifications to this Agreement may be made without written agreement of all Parties.

7.8 Termination Provision

Defendant shall have the right to terminate the Settlement if the number of Settling Class Members who elect to "opt out" pursuant to Section 3.2.4 exceeds an agreed upon opt-out threshold. If this right exists, Defendant must exercise this right within 10 days after the Settlement Administrator identifies the final number of opt outs. In accordance with the accepted practice for class action settlements, the agreed-upon threshold is contained in a sealed exhibit to this Settlement. An unredacted version of the exhibit will be submitted directly to the Trial Court along with a request for filing under seal (in accordance with relevant Georgia Court Rules).

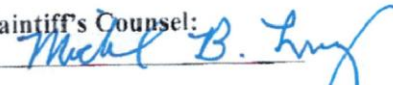
7.9 Continuing Jurisdiction

The Parties agree that the Trial Court will retain jurisdiction to enforce the terms of this Agreement.

For Plaintiff

Name: 
Address: 200 13th Street, Columbus, GA 31901
Title: Charles Daniel Bickerstaff as Executor of the
Estate of Jeff Bickerstaff
Date: 1/20/26

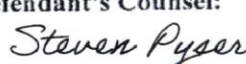
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Date: 1/20/26

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