

APPENDIX 1

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

1. This Settlement Agreement and Release (“Agreement”) is made and entered into as of the dates of Execution set forth below, by and among (1) Plaintiff Kevin Truong, individually and on behalf of the proposed class of individuals he seeks to represent (the “Settlement Class,” defined below) and (2) Defendant Truist Bank.

II. DEFINITIONS

2. “**Action**” means the pending action styled *Kevin Truong, individually and on behalf of all others similarly situated v. Truist Bank*, in the United States District Court for the Western District of North Carolina, Case No. 3:23-cv-00079.

3. “**Agreement**” means this Settlement Agreement and Release.

4. “**Attorneys’ Fees and Litigation Expenses**” means the attorneys’ fees and litigation expenses to be requested by Class Counsel and subject to Court approval in accordance with this Agreement, which amounts are to be paid solely out of the Settlement Fund.

5. “**CAFA Notice**” refers to the notice requirements imposed by the Class Action Fairness Act, 28 U.S.C. § 1715(b).

6. “**Class Counsel**” means Keith J. Keogh and Timothy J. Sostrin of Keogh Law, Ltd.

7. “**Class List**” means the list of 5,998 unique cellular telephone numbers to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022 and the date of such calls.

8. “**Court**” means the United States District Court for the Western District of North Carolina.

9. “**Defendant**” means Truist Bank.

10. “**Execution**” means the signing of this Agreement by all signatories hereto.

11. “**Final Approval Hearing**” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement.

12. “**Final Approval Order**” means the final judgment and order of dismissal approving the Settlement and dismissing the Action with prejudice, which the Parties agree to submit to the Court substantially in the form attached hereto as Exhibit 1, but which the Parties may modify by agreement before submitting to the Court. “Final Approval” occurs on the date that the Court enters the Final Approval Order.

13. “**Notice**” means the notice of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement,

substantially in the form attached hereto as Exhibit 2, but which the Parties may modify by agreement before submitting to the Court.

14. **“Notice and Administration Costs”** means any and all costs associated with administering the Settlement by the Settlement Administrator, including, but not limited to, delivery costs, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Fund, all costs of providing notice to the Settlement Class, costs for creating the Notice, and any different or additional notice that might be ordered by the Court and any other costs associated with administering the Settlement.

15. **“Notice Deadline”** means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties agree to propose that the Notice Deadline will be sixty (60) days following the entry of the Preliminary Approval Order, unless extended by the Court.

16. **“Opt-Out Request”** means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

17. **“Opt-Out/Objection Period”** means the period that begins the day after the earliest date on which the Notice is first sent, and ends sixty (60) days after the Notice Deadline. The deadline for the Opt-Out Period/Objection Period will be specified in the Notice.

18. **“Parties”** means Kevin Truong, Truist Bank, and the Settlement Class.

19. **“Plaintiff”** means Kevin Truong.

20. **“Preliminary Approval Order”** means the order certifying the Settlement Class and preliminarily approving the Settlement, which the Parties agreed to submit to the Court substantially in the form attached as Exhibit 3, but which the Parties may modify by agreement before submitting to the Court. “Preliminary Approval” occurs on the date the Court enters the Preliminary Approval Order.

21. **“Release”** means the release contained in this Agreement.

22. **“Released Claims”** means all claims to be released as set forth in the Release and includes Unknown Claims.

23. **“Released Parties”** means Defendant and its current, former, and future parents, subsidiaries, affiliated and related entities, successors and assigns, and the owners, general and limited partners, shareholders, directors, officers, attorneys, agents, and employees of the foregoing entities.

24. **“Releasing Settlement Class Members”** means Plaintiff and all Settlement Class Members, other than those who submit timely and proper Opt-Out Requests, and their heirs, executors, estates, personal representatives, administrators, agents, attorneys, predecessors, successors, assigns, affiliates, employers, employees, consultants, associates, insurers, accountants, financial and other advisors, underwriters, lenders, auditors, investment advisors, or trusts.

25. “**Settlement**” means the compromise and settlement of the Action as contemplated by this Agreement.

26. “**Settlement Administrator**” means Verita Global, LLC, subject to approval by the Court. The Settlement Administrator shall be responsible for providing the class Notice as well as the services related to the administration of the Settlement that are addressed and defined herein.

27. “**Settlement Awards**” means the cash payments that may be available to Settlement Class Members who do not submit a timely Opt-Out Request.

28. “**Settlement Class**” means the individuals defined and identified as follows:

The subscribers or regular users of the 5,998 telephone numbers assigned to cellular telephone service in the United States to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022.

29. “**Settlement Class Members**” means the Settlement Class Representative and all members of the Settlement Class.

30. “**Settlement Class Representative**” means Kevin Truong, who is the Plaintiff in the Action, and who is also the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

31. “**Settlement Class Representative Incentive Payment**” means the amount, if any, ordered by the Court to be paid to Plaintiff from the Settlement Fund for his role as a class representative.

32. “**Settlement Effective Date**” means the first business day after the last of the following occurrences:

A. Expiration of the date to appeal entry of the Final Approval Order with no appeal or other judicial review having been taken or sought; or

B. If an appeal or other judicial review has been taken or sought on this Action, the latest of: (i) the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the District Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order is entered by the District Court after remand and the time to appeal or seek other judicial review of the entry of that Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

33. “**Settlement Costs**” means all costs reasonably and necessarily incurred by Plaintiff, Class Counsel, and the Settlement Administrator in connection with the Action, including: (i) the Attorneys’ Fees and Litigation Expenses approved by the Court; (ii) any Settlement Class

Representative Incentive Payment approved by the Court; (iii) Notice and Administration Costs; and (iv) the fees, expenses, and all other costs of the Settlement Administrator.

34. “**Settlement Fund**” means the non-reversionary common fund of \$4,100,000.00, to be paid and funded by Defendant pursuant to this Agreement, for purposes of paying Settlement Awards and Settlement Costs, as the foregoing are defined herein.

35. “**Settlement Website**” means the website created and managed by the Settlement Administrator, which will provide Settlement Class Members with access to the Notice and other information regarding the Action and the Settlement. The Parties agree that the following URL will be used: www.tbtcpsettlement.com.

36. “**Unknown Claims**” means claims that could have been raised in the Action and that any or all of the Releasing Settlement Class Members do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement.

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

III. RECITALS

38. Plaintiff filed the Action on February 10, 2023 on behalf of himself and on behalf of a putative class of similarly situated individuals alleging that Defendant violated the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227(b), by placing prerecorded telephone calls to cellular telephone numbers subscribed to or regularly used by individuals who were not Truist clients, without their prior express consent.

39. On April 5, 2023, Defendant filed its answer denying Plaintiff’s allegations, denying that class certification was appropriate, and asserting sixteen affirmative defenses.

40. On May 2, 2023, the Court entered a Pretrial Order and Case Management Plan governing discovery and other case management deadlines. The Court modified the case management plan on January 23, 2024, July 23, 2024, and October 29, 2024.

41. After exchanging extensive discovery concerning Plaintiff’s individual claims and Defendant’s records of calls to potential class members, the Parties participated in a private mediation with the Honorable Steven M. Gold (Ret.) of JAMS on October 7, 2024 in person in New York. The Parties were unable to reach a settlement at the mediation.

42. Following the mediation, Defendant provided additional information concerning Defendant’s records of calls to potential class members and scheduled a second mediation.

43. On January 17, 2025, the Parties participated in a second mediation with the Honorable Steven M. Gold (Ret.) of JAMS and reached an agreement in principle to resolve this action on a classwide basis.

44. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff's and the Settlement Class Members' claims against Defendant, including, but not limited to: (i) filing pleadings, (ii) obtaining necessary discovery from Defendant, including Defendant's classwide call data; and (iii) researching the applicable law and the potential defenses. Based on their full, independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by Defendant, class certification risk, summary judgment risk, the risk associated with potential changes in the applicable law, trial risk and appellate risk.

45. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged, and specifically denies that there has been a violation of the TCPA. Defendant asserts its actions comply with all applicable provisions of federal and state law, and that in any event it is not liable for any of the claims asserted. Defendant has nevertheless settled this matter to avoid the risks and costs of litigation. Defendant also continues to assert the Action fails to meet the prerequisites necessary for class treatment under applicable law. Despite this belief, Defendant will not oppose certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendant does not waive its objections to certification of the Settlement Class.

46. The Parties acknowledge and accept the risk that the law and facts may be different from what they currently understand.

47. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiff's and the Settlement Class Members' claims against Defendant and the Released Parties, with the exception of claims of Settlement Class Members who properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in Section VIII of this Agreement. Defendant shall retain any existing defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

48. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

IV. CERTIFICATION OF THE SETTLEMENT CLASS

49. The Settlement contemplates Plaintiff will move for a preliminary approval order granting certification of the Settlement Class. Defendant shall have the right to review and comment on the motion for preliminary approval. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only. This Settlement further contemplates, and all counsel, Parties, and Released Parties agree, that none of the Released Parties are admitting that class certification is appropriate, or that any violation of any state, federal or local statute or common law occurred, or that any damages were suffered by Plaintiff or any putative class member. The Released Parties retain their rights to object to certification of this Action, or any other class action, should the Settlement ultimately not receive final approval.

50. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party, and Released Party, shall retain all of their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any of the Released Parties. Certification of the Settlement Class for settlement purposes is in no way an admission by the Released Parties that class certification is proper or an admission of TCPA liability.

V. TERMS OF SETTLEMENT

51. ***Settlement Fund.*** Subject to the other terms and conditions of this Agreement, and subject to Court approval, Truist shall make an all-inclusive payment of FOUR MILLION, ONE HUNDRED THOUSAND DOLLARS (\$4,100,000.00) (the Settlement Fund), which shall be deposited by or on behalf of Defendant via ACH transfer to an account maintained by the Settlement Administrator to settle the Action with the Plaintiff Kevin Truong and the other Settlement Class Members pursuant to this Agreement. Truist shall make the payment required by this paragraph forty-five (45) days after the later of: (1) the Court's entry of the Preliminary Approval Order; (2) Truist's receipt of a current and properly executed Form W-9 for the Settlement Administrator or the qualified settlement trust under Section 468B of the Internal Revenue Code, whichever is appropriate, and a direct deposit authorization form; and (3) a successful Internal Revenue Service TIN match by Truist. The Settlement Fund will be used to pay Settlement Awards and Settlement Costs, as described in this Agreement. In no event will Defendant's and the other Released Parties' payment obligations exceed the \$4,100,000.00 payment comprising the Settlement Fund.

52. ***Notice and Administration Costs.*** Notice and Administration Costs shall be paid from the Settlement Fund.

53. ***Taxes and Tax-Related Expenses.*** The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including without limitation any applicable reporting with respect to attorneys' fees and other costs subject to reporting), and any and all taxes, together with interest and penalties imposed thereon, and other obligations with respect to the payments or distributions from the Settlement Fund. The Settlement Administrator shall be responsible for procuring any required tax forms from Settlement Class Members prior to making any such payments or distributions from the Settlement Fund or to withhold any appropriate amounts if unable to obtain tax forms prior to distribution. For the avoidance of doubt, Defendant and Released Parties shall have no liability, obligation or responsibility whatsoever for tax obligations arising from payments to any Settlement Class Member, or based on the activities and income of the Settlement Fund. In addition, Defendant and Released Parties shall have no liability, obligation or responsibility whatsoever for tax obligations arising from payments to the Plaintiff and Class Counsel. The Settlement Fund shall be solely responsible for its tax obligations. Each Settlement Class Member shall be solely responsible for his/her tax obligations. Class Counsel shall be solely responsible for its tax obligations.

54. ***Attorneys' Fees and Litigation Expenses.*** Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Litigation Expenses. There is no clear sailing agreement, which is an agreement by a defendant not to contest fees or litigation expenses up to a specified amount. Accordingly, Defendant has the right to challenge Class Counsel's fee petition. Attorneys' Fees and Litigation Expenses approved by the Court shall be paid from the Settlement Fund. The Settlement Administrator shall pay to Class Counsel the amount of the Attorneys' Fees and Litigation Expenses awarded by the Court, as directed by Class Counsel. In the event the Court does not approve the award of Attorneys' Fees and Litigation Expenses requested by Class Counsel, or the Court awards Attorneys' Fees and Litigation Expenses in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement. The Parties and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses.

55. ***Settlement Class Representative Incentive Payment.*** Plaintiff will petition to the Court for a Settlement Class Representative Incentive Payment for the Settlement Class Representative, to be paid in addition to any Settlement Award he may receive under this Agreement. There is no clear sailing agreement, which is an agreement by a defendant not to contest the incentive payment up to a specified amount. Accordingly, Defendant has the right to challenge Plaintiff's request for an incentive payment. The Class Representative Incentive Payment shall be paid from the Settlement Fund. The Settlement Administrator shall pay Plaintiff the amount of incentive payment awarded by the Court. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. The Parties retains their right to appeal any decision by the Court regarding the application.

56. ***Settlement Award to Settlement Class Members.*** The Settlement Awards paid to Settlement Class Members for whom a mailing or e-mail address has been obtained will be a cash payment, the amount of which depends upon the amount of Settlement Costs, and which will be paid *pro rata* in an equal amount per class member. All Settlement Class Members who do not opt out shall be paid by check their share of the Settlement Funds after Settlement Costs are deducted as just described.

VI. NOTICE TO THE CLASS

57. Within fourteen (14) days of the Court's entry of the Preliminary Approval Order, Defendant shall produce, subject to the protective order, the Class List to the Settlement Administrator.

58. Plaintiff bears the burden of identifying Settlement Class Members. Defendant does not know the identities of the Settlement Class Members and is not responsible for identifying Settlement Class Members by name, mailing address, or e-mail address, but shall provide, subject to the protective order entered in this Action, the 5,998 unique cellular telephone numbers in the Class List as well as the date of the calls, and the results of the reverse look-up performed by its expert using commercially available data from a third party. Defendant will cooperate with Plaintiff and the Settlement Administrator in providing said data in an agreeable format.

59. The Settlement Administrator will manage the notice process in cooperation with Class Counsel and Defendant, and in accordance with this Agreement. The Settlement Administrator

shall implement the notice program, as set forth in this Section and directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

A. ***Direct Notice.***

Following approval by the Court, notice substantially in the form attached as Exhibit 4 shall be sent via First Class U.S. Mail or email to Settlement Class Members.

Prior to sending notice, the Settlement Administrator shall perform a reverse look up for each telephone number on the Class List. Subsequently, the Settlement Administrator shall search for updated addresses via the United States Postal Service national change of address database. Class Counsel shall meet and confer with Defendant regarding the process used to identify Settlement Class Members and the number of Settlement Class Members identified through this process. If the Settlement Administrator's analysis would require providing Class Notice and making Settlement Awards to substantially more than 5,998 individuals, Plaintiff may issue subpoenas to mobile carriers, at Plaintiff or Class Counsel's expense, which they may seek court approval to be reimbursed for as Attorneys' Fees and Litigation Expenses, to be paid for out of the Settlement Fund.

The Notice shall contain a class member ID and shall direct recipients to the Settlement Website to allow them to obtain additional information and update their address.

The Settlement Administrator shall re-mail once any Notice returned as undeliverable and for which an alternative address can be located, and undertake reasonable means to locate alternative addresses for returned notices. The re-mail notice shall be sent via First Class U.S. Mail or email to Settlement Class Members.

- B. ***Settlement Website.*** The Settlement Administrator will establish and maintain an internet site on which will be posted the Notice and other information regarding the case, including the public pleadings. A copy of the Agreement shall be available on the Settlement Website promptly following entry of the Preliminary Approval Order and remain until after the stale date of the Settlement Awards. The Settlement Administrator shall secure the URL www.tbtcpcasettlement.com for the Settlement Website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court. Defendant shall have the right to review and comment on the content of the website, and Class Counsel shall provide Defendant with reasonable time to conduct such review. Class Counsel shall consider any such comments in good faith, and shall not unreasonably reject such comments.

VII. CAFA NOTICE

60. Pursuant to 28 U.S.C. §1715(b), Defendant shall provide CAFA Notice to the appropriate governmental authorities no later than the end of the ten (10) day period provided by CAFA.

VIII. OPT-OUT PROCESS

61. A Settlement Class Member who wishes to exclude themselves from this Settlement shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the

Notice within the Opt-Out/Objection Period. Opt-Out Requests must: (i) be timely submitted within the Opt-Out/Objection Period; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class, or their representative; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: “I request to be excluded from the settlement in the *Truong v. Truist* action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement.” No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

62. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests or objections to the Settlement and shall provide such list to the Parties within seven (7) days after the end of the Opt-Out/Objection Period.

63. Defendant shall have the unilateral option to terminate the Settlement Agreement if more than 300 persons submit an Opt-Out Request to the Settlement Administrator. To exercise its option to terminate the Settlement Agreement, Defendant’s counsel must provide Class Counsel with written notice no later than twenty-one (21) days after the end of the Opt-Out/Objection Period.

IX. OBJECTION PROCESS

64. A Settlement Class Member who wishes to object to any matter concerning the Settlement must notify the Court and the Parties’ counsel of his or her objection, in writing, within the Opt-Out/Objection Period, or by other deadline set by the Court.

65. To state a valid objection to the Settlement, an objecting Settlement Class Member must sign the objection and provide the following information with it: (i) class member ID, full name, current address, current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector’s position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

66. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear within the Opt-Out/Objection Period, or by other deadline set by the Court. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice and Website Notice, and who has not timely filed an objection in accordance with the requirements set out in the Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

X. DISTRIBUTION PROCESS

67. In the event that the Settlement Effective Date does not occur, any reasonable and necessary amounts actually used by the Settlement Administrator for notice and administration shall not be refundable to Defendant, but all other funds shall be returned. Defendant shall not, under any circumstances or for any reason, be obligated to pay any amounts in addition to the Settlement Fund in connection with the Settlement.

68. **Settlement Award Payments.** Settlement Awards shall be paid by check by the Settlement Administrator from the Settlement Fund. The Settlement Administrator shall undertake reasonable means (1) to ensure no one receives a check who appears on the Specially Designated Nationals and Blocked Persons list and all other sanctions lists administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury and (2) to locate current addresses for all returned checks. Checks will be valid for ninety (90) days from the date on the check. The amounts of any checks that remain uncashed more than ninety (90) days after the date on the check will be included as part of a Subsequent Distribution (as defined below).

69. **Subsequent Distribution.** If, after the expiration date of the checks distributed, there remains money in the Settlement Fund sufficient to pay at least \$10.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, that remaining money will be distributed on a *pro rata* basis to those Settlement Class Members (the “Subsequent Distribution”). The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the checks distributed pursuant to Paragraph 64 above, and shall be paid in the same manner as the original Settlement Award. Checks issued pursuant to the Subsequent Distribution will be valid for sixty (60) days from the date on the check. If there is not enough money to pay at least \$10.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to a *cypres* to be agreed upon or if the Parties cannot agree, to be decided by the Court at Preliminary Approval.

XI. RELEASE

70. Subject to the Court’s Final Approval of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Releasing Settlement Class Members release and absolutely forever discharge the Released Parties of and from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, choate or inchoate, claims, demands, damages, punitive, exemplary or multiplied damages, debts, liabilities, accounts, obligations, costs, expenses, attorneys’ fees, liens, actions, rights, and/or causes of action, including Unknown Claims, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the TCPA or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any calls, text messages, faxes, or other communications allegedly occurring without consent by Defendant, including all claims that were brought or could have been brought in the Action.

71. Upon the Settlement Effective Date, the Releasing Settlement Class Members shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

72. Releasing Settlement Class Members acknowledge the law and facts could be different than they now know or suspect to be the case, but they are nonetheless releasing all Released Claims. The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

73. The Final Approval Order shall dismiss the Action with prejudice and shall incorporate the terms of this release.

XII. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

74. Class Counsel shall apply to the Court for the entry of an order requesting the following relief:

- A. Preliminarily approving the Settlement;
- B. Conditionally certifying the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement;
- C. Approving the form and content of the proposed Notice and plan for its distribution;
- D. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
- E. Formally appointing Class Counsel as class counsel;
- F. Approving Plaintiff as Settlement Class Representative;

G. Approving the Settlement Administrator; and

H. Setting the Notice Deadline and Opt-Out/Objection Period.

XIII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

75. By the Notice Deadline, or as otherwise ordered by the Court, Plaintiff will file a motion in support of Class Counsel's application for Attorneys' Fees and Litigation Expenses and any Settlement Class Representative Incentive Payment.

76. Within twenty-eight (28) days of the end of the Opt-Out/Objection Period, or as otherwise ordered by the Court, Plaintiff will file (i) a Motion and memorandum in support of final approval, including a proposed Final Approval Order in substantially the form attached hereto as Exhibit 5, as well as proof of class notice; (ii) a list of persons who made timely and proper requests for exclusion (under seal); and (iii) a Response to any objections. These documents shall be prepared by Class Counsel at Plaintiff's expense. Defendant shall have the right to review and comment on the motion for final approval.

XIV. MUTUAL FULL COOPERATION

77. The Parties agree to reasonably cooperate with each other in good faith to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

XV. CONDITIONS FOR TERMINATING THE AGREEMENT

78. In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

XVI. SIGNATORIES' AUTHORITY

79. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVII. NO PRIOR ASSIGNMENTS

80. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

XVIII. NOTICES

81. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

A. To the Class:

Keith J. Keogh
Timothy J. Sostrin
Keogh Law, LTD.
55 W. Monroe St., Ste. 3390
Chicago, IL 60603
keith@keoghlaw.com
tsostrin@keoghlaw.com

B. To Defendant:

Sarah A. Zielinski
Bryan A. Fratkin
McGuireWoods LLP
77 West Wacker Drive
Suite 4100
Chicago, IL 60601-1818
bfratkin@mcguirewoods.com
SZielinski@mcguirewoods.com

XIX. MISCELLANEOUS PROVISIONS

82. **Construction.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in the drafting it.

83. **Captions and Interpretations.** Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

84. **Modification.** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any such modification is subject to Court approval.

85. **Integration Clause.** This Agreement, the exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

86. **Binding on Assigns.** This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

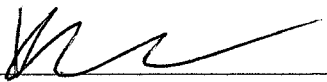
87. **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

88. **Disagreements.** The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement.

89. **Applicable Law.** This Agreement shall be governed by North Carolina law without regard to its choice of law or conflicts of law principles or provisions.

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ACCEPTED AND AGREED:



Kevin Truong

4/10/25

Date



Counsel for Plaintiff and the Class
~~Keith J. Keogh~~ Timothy J. Sostria
KEOGH LAW, LTD.

4/11/25

Date

ACCEPTED AND AGREED:

Mieke de Boer

Truist Bank

By: Mieke de Boer

Title: Executive Vice President

10 April 2025

Date

APPROVED AS TO FORM:

Sarah A. Zielinski

Counsel for Defendant

Sarah A. Zielinski

McGUIREWOODS LLP

4/10/25

Date

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

KEVIN TRUONG, individually and on	:	
behalf of a class of all persons and entities	:	Case No. 3:23-cv-00079-MOC-DCK
similarly situated;	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
TRUIST BANK,	:	
	:	
Defendant.	:	

[PROPOSED] ORDER GRANTING FINAL APPROVAL

The Court having held a Final Approval Hearing on [REDACTED], notice of the hearing having been duly given in accordance with this Court’s Order (1) Preliminarily Approving Class Action Settlement, (2) Conditionally Certifying a Settlement Class, (3) Approving Notice Plan and (4) Setting Final Approval Hearing (the “Preliminary Approval Order”), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Approval Order and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement and Release between Plaintiff Kevin Truong (“Plaintiff”) and Truist Bank (“Defendant”) dated [REDACTED], including its Exhibits (the “Agreement”), and the definition of words and terms contained therein, are incorporated by reference and are used hereafter. The terms and definitions of this Court’s Preliminary Approval Order (Dkt. No. [REDACTED]) are also incorporated by reference into this Final Approval Order.

2. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all Settlement Class Members with respect to the Settlement Class certified for settlement purposes in this Court’s Preliminary Approval Order, as follows:

“The subscribers or regular users of the 5,998 telephone numbers assigned to cellular telephone service in the United States to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022.”

3. The Court hereby finds that the Agreement is the product of arm’s length settlement negotiations between Plaintiff and Defendant that resulted from mediations on October 7, 2024, and January 17, 2025 before Judge Gold (Ret.) of JAMS, who has extensive experience mediating class actions including those brought pursuant to the TCPA.

4. The Court hereby finds and concludes that Class Notice was disseminated to persons in the Settlement Class consistent and in accordance with the terms of the Agreement and that the Class Notice and its dissemination were in compliance with this Court’s Preliminary Approval Order.

5. The Court further finds and concludes that the Class Notice procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

6. There were _____ objections to the Agreement. [After careful consideration, the Court overrules the objections for the reasons stated on the record.]

7. There were _____ exclusions from the Settlement Class.

8. The Court hereby fully and finally approves the Agreement and finds that the terms constitute, in all respects, a fair, reasonable and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure.

9. The Court hereby fully and finally certifies the Settlement Class for settlement purposes. The Court finds for settlement purposes that the Action satisfies all the requirements of Rule 23 of the Federal Rules of Civil Procedure.

10. The Court hereby approves the plan of distribution for the Settlement Fund as set forth in the Agreement. The Settlement Administrator is hereby ordered to comply with the terms of the Agreement with respect to distribution of Settlement Awards and disposition of any remaining funds thereafter. Should any funds be remaining after any second distribution, the Court hereby approves [REDACTED] as the *cy pres* recipient(s) who shall receive an equal distribution. The Court finds this/these organization(s) is/are closely aligned with the class's interests.

11. This Court hereby dismisses this Action, with prejudice, without costs to any party, except as expressly provided for in the Agreement.

12. As of the Settlement Effective Date, the Plaintiff and each and every one of the Releasing Settlement Class Members unconditionally, fully and finally release and forever discharge the Released Parties from the Released Claims as fully set forth in the Agreement. The Released Claims are dismissed with prejudice and released regardless of whether those claims are known or Unknown Claims, actual or contingent, liquidated or unliquidated, choate or inchoate.

13. The Agreement (including any and all exhibits attached thereto) and any and all negotiations, documents, and discussions associated with it are subject to Rule 408 of the Federal Rules of Evidence and will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing,

implementing or enforcing the terms and conditions of the Agreement, the Preliminary Approval Order and/or this Final Approval Order.

14. If for any reason whatsoever this Settlement fails to become effective for any reason, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to the Agreement. The Agreement shall be of no force and effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. However, any payments made to the Settlement Administrator for services rendered to the date of termination shall not be refunded by Defendant.

15. In the event that any provision of the Agreement or this Final Approval Order is asserted by Defendant as a defense in whole or in part to any claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Agreement, this Final Approval Order and this Court's authority to effectuate the Agreement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

16. Class Counsel have moved pursuant to FED. R. CIV. P. 23(h) for an award of attorneys' fees and reimbursement of expenses. Pursuant to Rules 23(h)(3), this Court makes the following findings of fact and conclusions of law:

(a) that the Class Settlement confers substantial benefits on the Settlement Class Members;

(b) that the value conferred on the Settlement Class is immediate and readily quantifiable upon this Judgment becoming Final (as defined in the Agreement), Settlement Class Members will receive cash payments that represent a significant portion of the damages that would be available to them were they to prevail in an individual action under the Telephone Consumer Protections Act ("TCPA");

(c) that Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;

(d) that the Class Settlement was obtained as a direct result of Class Counsel's advocacy;

(e) that the Class Settlement was reached following extensive negotiation between Class Counsel and Counsel for Defendant and was negotiated in good-faith and in the absence of collusion;

(f) that Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to apply for an award of attorneys' fees of ____%, which equaled an amount of \$[REDACTED] and reasonable expenses incurred in the prosecution of the Litigation, to be paid from the Settlement Fund;

(g) that [REDACTED] members of the Settlement Class have submitted written objections to the award of attorneys' fees and expenses;

(h) that counsel who recover a common benefit for persons other than himself or his client is entitled to a reasonable attorneys' fee from the Settlement Fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Brundle v. Wilmington Trust, N.A.*, 919 F.3d 763, 786 (4th Cir. 2019) ("courts routinely impose enhanced common fund awards to compensate counsel for litigation risk at the expense of beneficiaries who did not shoulder this risk"); and accordingly, Class Counsel are hereby awarded \$ [REDACTED] for attorneys' fees and \$ [REDACTED] for reimbursed expenses from the Settlement Fund, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement.

17. The Class Representative, as identified in the Preliminary Approval Order, is hereby compensated in the amount of \$ [REDACTED] for his efforts in this case. *See Berry v. Schulman*, 807 F.3d 600, 613 (4th Cir. 2015) ("Incentive awards are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.")

**IT IS SO ORDERED,
ADJUDGED AND DECREED.**

Dated: _____

Honorable Max O. Cogburn Jr.

EXHIBIT 2

A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A
LAWYER.

NOTICE TO “the subscribers or regular users of the 5,998 telephone numbers assigned to cellular telephone service in the United States to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022.”

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the United States District Court for the Western District of North Carolina, titled “Truong, v. Truist Bank, Case No. 23-cv-00079”. According to available records, you might be a “Settlement Class Member.” The purpose of this notice is to inform you of the action and the Settlement so that you may decide what steps to take in relation to it.

Truist Bank TCPA Settlement
Settlement Administrator
c/o **INSERT**

Postal Service: Please do not mark bar code

Claim ID #: «Claim ID»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

First-Class
Mail
US Postage
Paid
Permit # ____

What is the Action about?

The class action alleges that Truist violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by placing prerecorded calls to cellular telephone numbers without prior express consent. The calls at issue in this case are alleged to have been placed to persons concerning Truist accounts unrelated to the person called.

The Court has not decided which side is right. But both sides have agreed to settle the Action and provide certain benefits to Settlement Class Members in order to avoid the costs, risks, and uncertainties of continued litigation.

Am I a Settlement Class Member?

You are a “Settlement Class Member” if you are one of the subscribers or regular users of the 5,998 telephone numbers assigned to cellular telephone service in the United States to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022.”

What relief does the Settlement provide?

Truist will pay \$4,100,000 into a fund (the “Settlement Fund”), which will cover: (1) cash payments to Settlement Class Members; (2) Class Counsel will petition for an award of attorneys’ fees of ----% of the settlement, which equals \$_____ plus reasonable expenses to be approved by the Court; (3) Plaintiff, Kevin Truong, will petition for a service award in an amount of _____ subject to approval by the Court; and (4) the costs of notice and administration of the Settlement. Class Counsel estimates that the amount of the cash award to each class member will be approximately \$_____. This is an estimate only. The final cash payment amount will depend on the final cost of notice and administration, and the amounts awarded for attorneys’ fees, expenses, and any incentive award.

What are my other options?

If you do not want to be legally bound by the Settlement, you must exclude yourself by [Month] [Day], [Year], or you will not be able to sue Truist about the legal claims in the Action ever again. If you stay in the Settlement Class, you may object to it by [Month] [Day], [Year]. The detailed notice available at www.tbtcпасettlement.com describes the claims you will be releasing if you do not request exclusion and explains how to request exclusion or to object. The Court will hold a hearing on [Month] [Day], [Year] at [time] to consider whether to approve the Settlement and a request by the Settlement Class Counsel for up to \$_____ for a Fees, Costs, and Expenses Award, and a request by Plaintiffs for incentive awards of \$AMOUNT for his services as class representatives and efforts in bringing the Action. You may ask to appear at the hearing, but you don’t have to.

More information?

For complete information about the Settlement, to view the Settlement Agreement and related court documents and to learn more about how to exercise your various options under the Settlement, visit [INSERT] or call [INSERT]. You may also write to the Settlement Administrator at [email address] or the [postal address].

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

KEVIN TRUONG, individually and on	:	
behalf of a class of all persons and entities	:	Case No. 3:23-cv-00079-MOC-DCK
similarly situated;	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
TRUIST BANK,	:	
	:	
Defendant.	:	

**[PROPOSED] ORDER (1) CONDITIONALLY CERTIFYING A SETTLEMENT CLASS,
(2) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, (3) APPROVING
NOTICE PLAN AND (4) SETTING FINAL APPROVAL HEARING**

This matter came before the Court on Plaintiff's Motion for Preliminary Approval of the proposed class action settlement (the "Settlement"). The Action was brought by Plaintiff Kevin Truong ("Plaintiff", "Truong", or "Settlement Class Representative"), individually and on behalf of all others similarly situated, against defendant Truist Bank ("Truist" and, together with Plaintiffs, the "Parties"). Based on this Court's review of the Parties' Settlement Agreement and Release (the "Agreement"), Plaintiff's Motion for Preliminary Approval of Settlement, and the arguments of counsel and good cause having been shown, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. Jurisdiction. The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Settlement Class.

3. Scope of Settlement. The Agreement resolves claims that arise out of or relate to Truist allegedly placing prerecorded telephone calls to cellular telephone numbers concerning unrelated accounts, without prior express consent.

4. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) with respect to the forms of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration, that notice is appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

5. Class Certification for Settlement Purposes Only. The Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class:

“The subscribers or regular users of the 5,998 telephone numbers assigned to cellular telephone service in the United States to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022.”

6. In connection with this conditional certification, the Court makes the following preliminary findings:

(a) The Settlement Class may contain thousands of natural persons and is so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact arising under the TCPA common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) Plaintiff’s claims appear to be typical of the claims being resolved through the Settlement;

(d) Plaintiff appears to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Agreement is fair, reasonable and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of the Settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

7. Class Representative. The Court appoints Kevin Truong to act as the representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

8. Class Counsel. The Court appoints Keith J. Keogh and Timothy Sostrin of Keogh Law, Ltd., as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

9. Final Approval Hearing. At _____ .m. (central) on _____, in Room _____, _____, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, and (b) Class Counsel's application for attorneys' fees and expenses, and service award to Plaintiff, should be granted, and in what amount. No later than the Notice Deadline set forth below, Plaintiff must file papers in support of Class Counsel's application for attorneys' fees and expenses and the service award to the Plaintiff. No later than _____, which is twenty-eight (28) days after the end of the Opt-Out/Objection Period, Plaintiff must file papers in support of final approval of the Settlement, proof of class notice, a list of all persons who requested exclusion (to be filed under seal), and response to any written objections by _____.

10. Settlement Administrator. Verita Global, LLC is hereby appointed as the Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator, as set forth in the Agreement and this Order.

11. Class Notice. The Court approves the proposed plan for giving notice to the Settlement Class by directly mailing notice where mailing addresses are available, and emailing notice where e-mail addresses are available but no mailing address is available, combined with a Settlement Website, as more fully described in Plaintiff's Motion and the Agreement ("Notice

Plan”). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances. The Court hereby directs the Parties and the Settlement Administrator to complete all aspects of the Notice Plan no later than _____, which is sixty (60) days from the date of this Order (“Notice Deadline”).

12. Opt-Out/Objection Period. Persons in the Settlement Class who wish to either object to the Settlement or request exclusion from the Settlement Class must do so by _____ which is sixty (60) calendar days after the Notice Deadline. Persons in the Settlement Class may not both object and opt-out. If a person both requests to opt out and objects, the request to opt out will control.

13. Exclusion from the Settlement Class. To request exclusion from the Settlement Class, a person in the Settlement Class must send a written request to the Settlement Administrator at the address designated in the Class Notice no later than the last day of the Opt-Out/Objection Period. Exclusion requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion, or their representative; (ii) include the name and address of the person in the Settlement Class requesting exclusion; and (iii) include a statement or words to the effect of the following: “I request to be excluded from the settlement in the Truong v. Truist action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement.” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class. The Settlement Administrator must retain a copy of all requests for exclusion.

If a timely and valid exclusion request is made by a person in the Settlement Class, then the Agreement and any determinations and judgments concerning the Settlement will not bind the excluded person.

14. Binding Effect. All Settlement Class Members will be bound by all determinations and judgments concerning the Settlement.

15. Objections to the Settlement. To object to the Settlement, Class Members must follow the directions below and in the Class Notice and sign and file a written objection with the Court no later than the last day of the Opt-Out/Objection Period. The objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: (i) Keith J. Keogh and Timothy Sostrin, Keogh Law, Ltd., 55 W. Monroe, Ste. 3390, Chicago, Illinois 60603; and (ii) Sarah A. Zielinski, McGuireWoods LLP, 77 West Wacker Drive, Suite 4100, Chicago, IL 60601-1818.

An objection must provide: (i) class member ID, full name, current address, current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position, and (v) state whether the objector intends to appear at the final approval hearing, and if so, include all evidence the objector intends to present at the hearing. Any Settlement Class Member who fails to comply with these requirements will not be permitted to object to the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement by appeal or other means, will be deemed to have waived his, her or its objections, and will be forever barred from making any objections in the Action or any other related action or proceeding. All Settlement Class Members will be bound by all

determinations and judgments in the Action, whether favorable or unfavorable to the Settlement Class.

For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address, telephone number and last name except first letter of last name in order to protect the objector's privacy. The objector's first name and city, state and zip code, as well as the objection, will not be redacted.

16. Stay of Other Proceedings. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Action are stayed.

Pending the final determination of whether the Settlement should be approved or until a class member validly excludes themselves from the Settlement Class, Plaintiff and all persons in the Settlement Class are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral or other forum, against any of the Released Parties. Such injunction will remain in force until the Court enters the Final Approval Order or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any person in the Settlement Classes, or any person actually or purportedly acting on behalf of any such person(s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to any person who requests exclusion from the Settlement.

17. Return to Status Quo if No Settlement Effective Date. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, Defendant or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason, the money remaining in the Settlement Fund (including accrued interest), less reasonable administrative expenses incurred or due and owing and payable from the Settlement Fund in accordance with the Agreement, shall be returned to Defendant within 15 days of the event that causes the Agreement to not become effective.

18. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating,

describing, implementing or enforcing the terms and conditions of the Agreement, this Order, and the Final Approval Order.

19. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class.

20. Schedule of Future Events. Accordingly, the following are the deadlines by which certain events must occur:

<u> </u> , 2025 [60 days after the date of this Order]	Deadline for notice to be provided in accordance with the Agreement and this Order (Notice Deadline)
<u> </u> , 2025 [60 days after the date of this Order]	Deadline for filing of Plaintiff's Motion for Attorneys' Fees and Costs and Service Award
<u> </u> , 2025 [60 days after the Notice Deadline]	Deadline to file objections or submit requests for exclusion (Opt-Out/Objection Deadline)
<u> </u> , 2025 [28 days after the Opt-Out/Objection Deadline]	Deadline for Plaintiff to file the following: (1) List of persons who made timely and proper requests for exclusion (under seal); (2) A Response to any objections; (3) Proof of Class Notice; and (4) Motion and memorandum in support of final approval.
<u> </u> , 2025 at <u> </u> .m. [No earlier than 116 days from the entry of this Order]	Final Approval Hearing

IT IS SO ORDERED.

Dated: _____

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

EXHIBIT 4

Truong v. Truist Bank

United States District Court for the Western District of North Carolina

Case No. 23-cv-00079

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

If you received a prerecorded call from Truist but you did not bank with Truist, you may be entitled to receive compensation as part of a proposed settlement.

- A proposed settlement will provide \$4,100,000.00 (the “Settlement Funds”) to fully settle and release claims of the Settlement Class, which is defined as:

“The subscribers or regular users of the 5,998 telephone numbers assigned to cellular telephone service in the United States to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022.”

- The Defendant denies Plaintiff’s allegations and any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims. By entering into the settlement, the Defendant has not conceded the truth or validity of any of the claims against it.
- The Settlement Funds shall be used to pay amounts related to the settlement, including awards to Settlement Class Members, attorneys’ fees and costs to attorneys representing Plaintiff and the Settlement Class (“Class Counsel”), any service award for Plaintiff, and the costs of notice and administration of the settlement. Class Counsel estimate that Settlement Class members will each receive approximately \$[REDACTED]. This is an estimate only. The final cash payment amount will depend on the final cost of notice and administration, and the amounts awarded for attorneys’ fees, expenses, and any incentive award. Any monies remaining in the Settlement Fund after a second distribution from uncashed checks to the class members who cashed their checks will be distributed to [REDACTED] as cy pres subject to court approval.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully. Please refer to the Settlement Agreement, which contains defined terms used herein.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS (This chart only summarizes your rights and options; please see below for further information)	
STAY IN THE CLASS AND RECEIVE PAYMENT	You do not need to do anything to stay in the class. If you stay in the class, you will be eligible to receive payment but you will be bound by the settlement terms and will lose your right to file your own lawsuit regarding the conduct at issue. You may update your address by visiting www.tbtcpsettlement.com. Otherwise, if you received notice in the mail, a paper check will be mailed to you at the address notice was sent to.
EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT	If you ask to be excluded from the class, you will not receive a payment. This is the only option that allows you to pursue your own claims for the conduct at issue. The deadline for excluding yourself from the class is [REDACTED] and you must follow the instructions below.
OBJECT TO THE SETTLEMENT	If you wish to object to the Settlement, you must write to the Court explaining why you believe the Settlement is unfair. You can object only if you do not exclude yourself from the class. The deadline for objecting is [REDACTED] and you must follow the instructions below.
GO TO THE FINAL APPROVAL HEARING	You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement only if you do not exclude yourself from the class. To speak at the Final Approval Hearing, you must file with the Court a document which includes your name, address, telephone number, your signature, or the signature of your attorney or agent, and your intention to appear at the Final Approval Hearing. This must be filed no later than [REDACTED].

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be disbursed if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this notice is to inform you that a proposed settlement has been reached in the class action lawsuit entitled *Truong v. Truist Bank*, filed in the United States District Court for the Western District of North Carolina, case no. 23-cv-00079. **It is extremely important that you read this notice carefully** because your rights will be affected by this settlement. This notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or mailing about this settlement?

If you received an email or mailing describing this settlement, it is because the call records compiled in this case indicate that you may be a member of the Settlement Class.

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiff, Kevin Truong) sues on behalf of people who have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims Truist violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”) by placing prerecorded calls to cellular telephone numbers without prior express consent. The calls at issue in this case are alleged to have been placed to persons concerning Truist accounts unrelated to the person called. The defendant denies these allegations and any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Max O. Cogburn, Jr. is the judge in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Truist. Instead, the parties agreed to this settlement. This way, the parties avoid the risk, uncertainty and cost of a trial, and the Settlement Class members will receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

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

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

“The subscribers or regular users of the 5,998 telephone numbers assigned to cellular telephone service in the United States to which Truist placed a prerecorded telephone call concerning an unrelated account between February 10, 2019, and August 31, 2022.”

The class members were identified by call records compiled in the litigation. If you received notice of the settlement via mail or email, you appear to be a member of the class. If you are not sure whether you are included, you can visit other sections of the Settlement Website, www.tbtcpsettlement.com, you may contact Class Counsel at 866.726.1092 or TBTCPA@Keoghlaw.com.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed Keith J. Keogh and Timothy Sostrin from the law firm of Keogh Law, Ltd. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will be paid from the Settlement Fund. Class Counsel will ask the Court to approve payment of attorneys' fees of up to _____ of the Settlement Fund, which is \$_____, as well as payment of reasonable expenses incurred in the litigation. Class Counsel also will ask the Court to approve payment of \$_____ to Plaintiff for his services as Class Representative. The Court may award less than these requested amounts.

Class Counsel's fee petition, along with all settlement related filings, will be posted on the settlement website by _____.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. Truist will pay \$4,100,000 into the Settlement Fund, which will cover: (1) cash payments to Settlement Class Members; (2) an award of attorneys' fees and expenses to Class Counsel, plus expenses, as approved by the Court; (3) service award to the Plaintiff, Kevin Truong, in an amount approved by the Court; and (4) the costs of notice and administration of the Settlement.

9. How much will my payment be?

Class Counsel estimates that the amount of the cash award to each class member will be approximately \$[REDACTED]. This is an estimate only. The final cash payment amount will depend on the final cost of notice and administration, and the amounts awarded for attorneys' fees, expenses, and any incentive award.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be a Settlement Class Member and will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Truist or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders and rulings will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Truist and all other Released Parties from any and all of the Released Claims, as defined in the Settlement Agreement.

In summary, the Plaintiff and all Settlement Class Members, other than those who submit timely and proper Opt-Out Requests, and their heirs, executors, personal representatives, administrators, agents, attorneys, predecessors, successors, and assigns, will release Truist and its respective present and future parent, subsidiary, affiliated and related entities, successors and assigns, and the owners, general and limited partners, shareholders, directors, officers, and employees of the foregoing entities from all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and/or causes of action relating to the prerecorded calls placed to them.

If you have any questions about the Release or what it means, you may contact Class Counsel at 866.726.1092 or TBTCPA@Keoghlaw.com. Or, you may talk to your own lawyer at your own expense.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

If you received notice in the mail, a paper check will be mailed to you. You may update your address by visiting www.tbtcпасettlement.com.

WHEN WILL I RECEIVE MY PAYMENT?

12. When will I receive a settlement payment?

Payments will be made only after the Court finally approves the settlement and any appeals are resolved. The Court will hold a hearing on [REDACTED] to decide whether to finally approve the

Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether appeals will be made, and if so, when they may be resolved. To stay informed of the progress of the settlement, please check the Settlement Website at www.tbtcpsettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue, or continue to sue Truist or a Released Party, as defined in the Settlement Agreement, then you must take steps to exclude yourself from or “opt out” of the Settlement.

Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at [REDACTED] no later than [REDACTED]. Exclusion requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion, or by their attorney or agent; (ii) include the name and address of the person in the Settlement Class requesting exclusion; and (iii) include a statement or words to the effect of the following: “I request to be excluded from the settlement in the Truong v. Truist action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement.”

No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than [REDACTED], and sent to the settlement administrator at [REDACTED].

14. If I do not exclude myself, can I sue Truist for the calls later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Truist or any Released Parties for the claims that this Settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not be able to receive a payment from the Settlement Fund and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class and do not request exclusion, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views.

To object, the Settlement Class Member must make the objection in writing, sign, or have their attorney or agent sign, the objection, and both file it with the Court and mail it to the attorneys in the action as set forth below by .

An objection must contain the following information: (i) class member ID, full name, current address, current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than .

For Plaintiff:

Keith J. Keogh, Esq.
Keogh Law, Ltd.
55 Monroe St., Ste. 3390
Chicago, IL 60603

For Defendant:

Sarah A. Zielinski
Bryan A. Fratkin
McGuireWoods LLP
77 West Wacker Drive
Suite 4100
Chicago, IL 60601-1818

Any Settlement Class Member who fails to comply with the provisions set forth above shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments in the litigation.

17. What is the difference between objecting and excluding yourself?

Excluding yourself means that you do not want to be a Settlement Class Member and participate in the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at _____, in Courtroom _____, at _____, which may be conducted by remote or electronic means. The date and time of the hearing is subject to change without further notice so please visit, www.tbtcpsettlement.com for the latest updated information. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

19. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class Members. But, you are welcome to come, or have your own lawyer appear, at your own expense.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. You cannot speak at the hearing if you exclude yourself from the settlement.

In order to speak at the hearing regarding an objection, you must file with the Court, and serve on all counsel a notice of intention to appear by [REDACTED]. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting you will present to the Court. Unless otherwise ordered by the Court, if you do not timely provide a notice of intention to appear in conformance with these requirements you may be barred from presenting any views at the Final Approval Hearing.

GETTING MORE INFORMATION

21. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.tbtcpsettlement.com, along with copies of the public pleadings, all settlement related filings, any petitions for payment of attorneys' fees, expenses, and incentive awards. You will also find instructions for updating your address, or opting out or objecting to the settlement. For additional information, you may also contact Class Counsel at 866.726.1092 or TBTCPA@Keoghlaw.com.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, TRUIST,
OR TRUIST'S COUNSEL ABOUT THE SETTLEMENT.**