

NOTICE OF PENDENCY OF CLASS ACTION

If you were a Georgia citizen and paid an overdraft fee to SunTrust Bank resulting from an ATM or debit card transaction at any time from July 12, 2006 to October 6, 2017, and did not receive a refund of that fee, your legal rights may be affected by the certification of a class in this lawsuit. Please read this Notice carefully.

The State Court of Fulton County, Georgia authorized this Notice. This is not a solicitation from a lawyer.

What is this Notice About?

The State Court of Fulton County, Georgia has certified a class of SunTrust Bank (“SunTrust”) account holders in a lawsuit brought against SunTrust. The case is *Bickerstaff v. SunTrust Bank*, Civil File No. 10-EV-010485-H.

The lawsuit relates to certain fees that SunTrust charged in connection with overdrafts arising from an ATM or debit card transaction. The Plaintiff claims that these fees constitute interest and, as a result, that SunTrust has violated Georgia’s usury laws (which limit the amount of interest a lender can charge), committed conversion, and is liable for money had and received. SunTrust denies that the fees it charges in connection with overdrafts constitute interest and further denies that it violated any law or is liable for any of Plaintiff’s claims. More information about the claims and SunTrust’s defenses is included below and in Plaintiff’s First Amended Complaint and SunTrust’s Answer, which are posted at www.suntrustoverdraftclassaction.com.

Am I a Member of the Class?

You are a Member of the Class if you meet the definition in the Court’s Class Certification Order, which is:

Every Georgia citizen who had or has one or more accounts with SunTrust Bank **and** who from July 12, 2006, to October 6, 2017:

- had at least one overdraft of \$500 or less resulting from an ATM or debit card transaction;
- paid any overdraft fees as a result of the transaction; **and**
- did not receive a refund of those fees.

To qualify as a “Georgia citizen” for purposes of this definition, you must have been a Georgia citizen on July 12, 2010 and on the date you paid an overdraft fee.

The class definition and class membership are subject to modification by the Court.

If you believe you may be a Class Member, but you did not receive a copy of the Notice by mail, you must contact the Administrator immediately by calling 800-768-7013, or writing to: info@suntrustoverdraftclassaction.com.

What Are My Rights and Choices?

You may:	Summary	Deadline	Read more
Stay in the case	<p>Class Members do not need to do anything now to stay in the case. If you stay in the case and are a Class Member:</p> <ul style="list-style-type: none"> • You may share in any cash recovery that results from this lawsuit. • You will be bound by Court rulings and included in the judgment in this case, whether favorable or not. • You will give up any right you might have to sue SunTrust in a separate lawsuit for these claims. • You may enter an appearance through counsel. • You may be deemed to have rejected the requirement to resolve these claims by arbitration. 	None	Sections 9.A. and 10 below.
Request to be excluded from the case	<p>You can request to be excluded from the case. To do so, you must make your exclusion request in writing, before June 6, 2022, and follow the procedures set forth in Section 9.B below. If you timely and properly request exclusion:</p> <ul style="list-style-type: none"> • The Court will exclude you from the Class. • You will not be entitled to any cash recovery that results from this lawsuit. • You will not be bound by Court rulings in the case. • You will keep any right you may have to assert claims against SunTrust. 	<u>Received by June 6, 2022</u>	Section 9.B., below.

BASIC INFORMATION

1. What is this lawsuit about?

A SunTrust consumer deposit account holder (the “Named Plaintiff”), on behalf of himself and a proposed class, filed a lawsuit against SunTrust alleging that SunTrust’s overdraft fees on certain transactions constitute interest, and therefore violate Georgia’s usury laws, which limit the amount of interest a lender may charge. The lawsuit further alleges that, in assessing and collecting these overdraft fees, SunTrust committed conversion and is liable under a theory of money had and received. SunTrust denies that the overdraft fees constitute interest and denies that it is liable to any member of the Class under any of the theories alleged in the lawsuit. A copy of the First Amended Complaint and SunTrust’s Answer are posted at www.suntrustoverdraftclassaction.com.

2. What is a class action lawsuit?

In a class action lawsuit, one or more people, called “class representatives,” sue on behalf of other people that have similar claims. All these people together are called a “class” or “class members.” Because a class action affects the rights of all class members, the Court must find that certain requirements are met to ensure that class treatment is appropriate and that the rights of the class members are being adequately represented. Only then will the Court “certify” a class, as the Court has done here. If a class has been certified, the court decides all the issues in the lawsuit for all class members, except for those who exclude themselves from the class. The decisions of the Court are binding on all class members who do not exclude themselves.

3. What is the status of the lawsuit?

This case was filed on July 12, 2010. On October 6, 2017, the Court certified a Class (defined and discussed in Section 6 below). The Court has not yet decided the case in favor of either the Class or SunTrust.

4. What is the Class Representative asking for?

The Class Representative seeks to recover, for each Class Member, certain overdraft fees that SunTrust collected from each Class Member and that meet the criteria in the Class Definition (see Section 6 below). In addition to these damages, the Class Representative is asking for pre-judgment interest for each overdraft fee that a Class Member paid. SunTrust denies that it is liable for any damages or for pre-judgment interest.

5. Is there any money available now?

No money is available now because the Court has not yet decided whether SunTrust did anything wrong, and the two sides have not settled the case. There is no guarantee that money will ever be obtained. If money or other benefits are obtained, Class Members will be notified. As discussed in Section 2 above, Class Members who do not request exclusion will be bound by the Court’s decisions whether they are favorable or not.

6. What is the definition of the Class in this case?

In this lawsuit, the Court has certified a Class that is defined as:

Every Georgia citizen 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.

To qualify as a “Georgia citizen” for purposes of this definition, you must have been a Georgia citizen on July 12, 2010 and on the date you paid an overdraft fee.

If you received a postcard Notice addressed to you in the mail, available records suggest that you may meet the above criteria.

The class definition and class membership are subject to modification by the Court.

7. Do I need to do anything if I did **not** get a postcard Notice in the mail?

Yes. If you believe you are a Class Member but did not receive a postcard Notice in the mail, you must contact the Administrator immediately. You can contact the Administrator at 800-768-7013 or info@suntrustoverdraftclassaction.com.

However, if you are included in the definition of the Class, you are a Class Member even if you did not get a postcard Notice by mail. That means you have all the legal rights and choices described in this Notice, and you must exercise them in the time allowed. It also means that unless you request exclusion yourself (see Section 9.B below), you will be bound by the Court’s orders and any judgment in this case.

8. What happens if I do nothing at this time?

Class Members do not have to do anything now if they want to remain a Class Member and keep the possibility of getting money or benefits from this lawsuit. The judgment, whether favorable or not, will include all Class Members who do not request exclusion. If you are a Class Member and you stay in the Class, and the Class Representative obtains money or benefits on behalf of the Class, either as a result of a trial or a settlement, Class Members will be notified.

Keep in mind that if you are a Class Member and you do nothing now, regardless of whether the Class Representative wins or loses, you will not be able to separately sue SunTrust for the same legal claims that are the subject of this lawsuit. You will also be legally bound by all orders the Court issues and any judgments the Court makes in this class action. You may also be deemed to have rejected the requirement to arbitrate these claims (see Section 10 below).

YOUR RIGHTS AND OPTIONS IN RESPONSE TO THIS NOTICE

9. If I am a Class Member, what are my rights and options in response to this Notice?

If you are a Class Member, you have two options in response to this Notice: (a) stay in the case; or (b) request to be excluded from it.

A. Remaining in the case

If you want to remain in the case, you do not need to do anything at this time. Again, however, if you did not receive a postcard Notice by mail but believe you may be a Class Member, then you must contact the Administrator immediately at 800-768-7013 or info@suntrustoverdraftclassaction.com to provide your address.

If you stay in the case and are a Class Member, you will be bound by all the Court’s past and future orders. Class Members who do not timely and properly request exclusion will not be able to sue

SunTrust separately for any of the claims in this lawsuit. You may also be deemed to have rejected the requirement to arbitrate these claims.

If you stay in the case and are a Class Member, you may participate through your own lawyer if you follow the procedures set forth in Section 11 below.

B. Requesting exclusion

If you do not want to participate in this case or do not want to be bound by the Court's orders, or if you want to sue on your own, then you must request exclusion in writing. The Court will exclude from the Class any Class Member who timely and properly requests exclusion by **June 6, 2022**. If you timely and properly request exclusion, you will retain whatever rights you may have to pursue a claim against SunTrust on your own.

To request exclusion, you must send a letter containing all of the following:

- Your name and current address;
- The name of the lawsuit, *Bickerstaff v. SunTrust Bank*, Civil File No. 10-EV-010485-H;
- A clear and unqualified statement that you request exclusion from the Class; and
- Your signature

You must send your exclusion request to the Administrator at the address below so that it is received by **June 6, 2022**.

Bickerstaff Class Exclusions
PO Box 23489
Jacksonville, FL 32241

Your exclusion request must be received no later than June 6, 2022, or it will not be considered valid.

10. How does this suit affect the SunTrust's arbitration agreement?

This lawsuit may affect your agreement to arbitrate disputes with SunTrust.

The Georgia Supreme Court's opinion is available at www.suntrustoverdraftclassaction.com.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers to represent the Class:

Michael B. Terry
Jason J. Carter
Jennifer L. Peterson
Joshua F. Thorpe
Bondurant Mixson & Elmore,
LLP
3900 One Atlantic Center
1201 West Peachtree Street NW
Atlanta, GA 30309-3417

C. Ronald Ellington
C. Ronald Ellington Attorney,
P.C.
4279 Gulf Pines Drive
Sanibel, FL 33957

J. Benjamin Finley
MaryBeth V. Gibson
The Finley Firm, P.C.
Piedmont Center
3535 Piedmont Road
Building 14, Suite 230
Atlanta, GA 30305

These lawyers are called Class Counsel. They are working on behalf of the Class Members. However, any Class Member who does not request exclusion may, if they desire, enter an appearance through their own lawyer. This means that you would hire your own lawyer, at your own expense. Your lawyer must file a paper called a Notice of Appearance with the Court no later than **June 6, 2022**, and send copies to Class Counsel.

12. How much will Class Counsel be paid, and how will they be paid?

Class Counsel's fees will be paid from the amount of any recovery by the Class. If the Class prevails in this lawsuit, the Named Plaintiff and Class Counsel will file motions asking the Court to award Class Counsel a particular amount of attorneys' fees that Class Counsel will be paid in addition to reimbursable costs and expenses.

13. How and when will the Court decide who is right about this lawsuit?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Class's claims in this litigation, including at a trial if necessary. During a trial, a jury will hear the evidence to help it reach a decision about whether the Class or SunTrust is right about the claims in this lawsuit. There is no guarantee that the Class will win, or that it will get any money. A trial date has not yet been scheduled.

14. Do I have to come to court?

You do not have to come to the court proceedings in this litigation, unless called as a witness. Class Counsel will present the case for the Class Members, and SunTrust will present its defenses. But you are welcome to come at your own expense.

15. Will I get money after the trial?

If the Class obtains money or benefits as a result of a trial or a settlement and you are a Class Member, you will be notified about how the funds will be paid. We do not know how long this will take.

CHANGE OF ADDRESS

16. What should I do if my address is different or I move?

You must notify the Administrator of any change of address. You may update your address at www.suntrustoverdraftclassaction.com.

You may also contact the Administrator at:

info@suntrustoverdraftclassaction.com or
Bickerstaff v SunTrust Bank
PO Box 23489
Jacksonville, FL 32241

You should also contact the Administrator if the postcard Notice reached you at an address different from the address on the label, or if you would prefer that all further information about the lawsuit be mailed to a different address.

GETTING MORE INFORMATION

17. Are more details about the lawsuit available?

This Notice summarizes the lawsuit. More details are in the pleadings filed in this lawsuit. You can read these documents at the Fulton County State Court, 185 Central Avenue, SW, Atlanta, Georgia, 30303. The First Amended Complaint, SunTrust's Answer, the Georgia Supreme Court's Opinion, and the Trial Court's Order certifying the Class are also available at www.suntrustoverdraftclassaction.com.

You can also get more information or have questions answered by calling the Administrator.

Please do not contact the Clerk, the Court, or SunTrust, as they cannot answer any questions you may have or give any advice about the lawsuit.