

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Jane Doe, individually and on behalf of all others
similarly situated,

Plaintiff,

v.

Bank of America, N.A.,

Defendant.

Case No. 1:25-CV-8520 (JSR)

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION**

TO: ALL WOMEN WHO WERE SEXUALLY ABUSED OR TRAFFICKED BY JEFFREY EPSTEIN BETWEEN JUNE 30, 2008 AND JULY 6, 2019, INCLUSIVE (THE “CLASS PERIOD”).

IN ORDER TO QUALIFY FOR AN ALLOCATED AMOUNT, YOU MUST TIMELY SUBMIT A CONFIDENTIAL QUESTIONNAIRE AND RELEASE BY JUNE 12, 2026.

THIS NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION (“NOTICE”) WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the United States District Court for the Southern District of New York (the “Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (the “Litigation”) for \$72.5 million in cash (the “Settlement”), and the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated March 27, 2026, by and between Settlement Class Representative Jane Doe (“Class Representative”), on behalf of herself and the Class (as defined below), on the one hand, and Defendant Bank of America, N.A. (“Defendant”), on the other hand.¹ You may be a Class Member eligible to receive compensation related to the Settlement.

HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a “Class Member” if you were abused or trafficked by Jeffrey Epstein (“Epstein”), or by any person who is connected to or otherwise associated with Jeffrey Epstein or any Jeffrey Epstein sex trafficking venture during the period between June 30, 2008 and July 6, 2019, as defined below:

All women who were sexually abused or trafficked by Jeffrey Epstein, or by any person who is connected to or otherwise associated with Jeffrey Epstein or any Jeffrey Epstein sex-trafficking venture, between June 30, 2008 and July 6, 2019, inclusive. This includes, but is not limited to: (1) girls under the age of 18 who engaged in sexual contact with Epstein and/or a person connected to or otherwise associated with Epstein, and received money or something else of value in exchange for engaging in that sexual contact; (2) women aged 18 or older who were forced, coerced, or defrauded into engaging in sexual contact by Epstein, and/or

¹ All capitalized terms not otherwise defined herein have the meanings set forth in the Stipulation of Settlement. To the extent there is any conflict between the definitions of capitalized terms in this Notice and the Stipulation of Settlement, the definition in the Stipulation of Settlement controls. A copy of the Stipulation is available by contacting the Fund Administrator or visiting her website, as more fully set forth herein.

anyone connected to Epstein or otherwise associated with Epstein by, for example, using physical force, threatening harm or legal action, making a false promise, or causing them to believe that not engaging in sexual contact would result in harm, and who received money or something else of value in exchange for engaging in that sexual contact; and (3) girls or women of any age with whom Epstein, and/or a person connected to or otherwise associated with Epstein, engaged in sexual contact without consent (even if the sexual contact was perceived to be consensual provided that the girl or woman was under the age of 18 at the time of engaging in that contact).

The “Class” includes any “Class Member” as defined immediately above.

As set forth in the Stipulation of Settlement, anyone who timely and validly requests exclusion (i.e., opts-out) pursuant to the requirements described on page 7 below is ineligible to participate in the Settlement.

PLEASE NOTE: You may apply for payment pursuant to this Settlement by timely completing a Confidential Questionnaire and Release and the required supporting documentation as set forth therein, submitted online no later than **June 12, 2026 11:59 PM EDT** or mailed to the Fund Administrator **so as to be postmarked no later than June 12, 2026**. The Confidential Questionnaire and Release will be reviewed by the Fund Administrator to determine whether you are eligible to receive an Allocated Amount. If you receive an Allocated Amount, you are an “Eligible Class Member.”

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CONFIDENTIAL QUESTIONNAIRE AND RELEASE	In order to be eligible to receive payment from the Settlement as an Eligible Class Member, you must submit a Confidential Questionnaire and Release to the Fund Administrator. Confidential Questionnaires and Releases must be received through a secure, dedicated online portal on or before June 12, 2026 at 11:59 PM EDT or mailed to the Fund Administrator so as to be postmarked on or before June 12, 2026.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION	If you choose to exclude yourself from the Settlement, then you will get no payment. This is the only option that potentially allows you to ever be part of any other lawsuit against Defendant or any other Released Defendant Parties about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class, you should understand that Defendant and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. Notices to opt-out of this Settlement must be in the form of a signed letter, mailed to the Fund Administrator via First-Class Mail, and postmarked on or before May 13, 2026.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION	Write to the Court about why you do not like the Settlement. Objections must be received on or before August 6, 2026.
GO TO THE HEARING ON AUGUST 27, 2026 AT 11:00 AM EDT, AND FILE A NOTICE OF INTENTION TO APPEAR	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received on or before August 6, 2026. If you submit a written objection, you may (but you do not have to) attend the hearing.
DO NOTHING	As a Class Member, you are not required to apply for any funds from the Settlement. You may instead choose to do nothing, and you will not receive any payment. You will, however, still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Defendant or any other Released Defendant Party about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Description of the Litigation and the Class

This Notice relates to a proposed settlement of claims in a pending class action brought by victims of Jeffrey Epstein's sex trafficking venture alleging, among other things, that Defendant violated the Trafficking Victims Protection Act ("TVPA") by providing him and his associates with access to wire services and failing in their compliance and regulatory obligations to report suspicious conduct by Epstein and his associates. A more detailed description of the Litigation is set forth on pages 3–4 below. The proposed Settlement, if approved by the Court, will settle claims of all Class Members.

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$72.5 million settlement fund will be established (the "Global Settlement Amount"). The Global Settlement Amount, together with any interest earned thereon, will be deposited into a "Qualified Settlement Fund." The amount in the Qualified Settlement Fund, less (a) any taxes, (b) any Court-awarded attorneys' fees, unreimbursed expenses of Class Counsel, and interest thereon; and (c) any other Court-approved deductions, is the "Net Settlement Fund." The Net Settlement Fund will be distributed to Class Members in accordance with a plan of allocation that is approved by the Court. The proposed plan of allocation (the "Plan of Allocation") is set forth on page 5 below. Distribution under the Plan of Allocation will vary based on each Participating Claimant's responses on the Confidential Questionnaire and Release. A Class Member's actual recovery will be determined by the information provided to the Fund Administrator. See Plan of Allocation set forth and discussed at page 5 below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on each claim alleged. Defendant denies that it is liable to the Class and deny that the Class has suffered any injury or damages as a result of Defendant's conduct. The issues on which the parties disagree are many, but include: (1) whether Defendant engaged in conduct that would give rise to any liability to the Class under the TVPA; (2) whether Defendant has valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount of damages (if at all) suffered during the Class Period; and (4) the extent to which (if at all) Defendant's conduct obstructed government investigation into Epstein's sex trafficking venture.

Statement of Attorneys' Fees and Expenses Sought

Boies Schiller Flexner LLP ("BSF") and Edwards Henderson ("EH") as Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Global Settlement Amount, plus unreimbursed costs and expenses, plus interest earned on both amounts at the same rate as earned in the Qualified Settlement Fund. Since being named Class Counsel, BSF and EH have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class, they would be paid from such recovery.

Further Information

For further information regarding the Litigation or this Notice or to review the Stipulation of Settlement, please visit the website www.2026SurvivorsBankSettlementFund.com or contact the Fund Administrator at (888) 964-1154.

You may also contact a representative of counsel for the Class: Sigrid McCawley or Andrew Villacastin at Boies Schiller Flexner LLP: 55 Hudson Yards, New York, New York 10001; (212) 446-2300; or Brittany Henderson or Brad Edwards at Edwards Henderson PLLC; 425 N Andrews Ave, STE 2, Fort Lauderdale, FL 33301; (833) 780-0834; or email at: EpsteinBOASettlement@bsflp.com.

Please Do Not Call the Court or Defendant with Questions About the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

THE ALLEGATIONS

The Litigation is currently pending before the Honorable Jed S. Rakoff in the United States District Court for the Southern District of New York. The initial complaint in this action was filed on October 15, 2025, and an Amended Complaint was filed on December 29, 2025.

Class Representative's Amended Complaint alleges that Defendant violated §§ 1591(a)(1), (2); 1591(d); and 1595 of the TVPA. More specifically, the Class Representative alleges that during the Class Period, Defendant provided Epstein and his associates with access to wire services despite knowing about Epstein's sex trafficking venture. Additionally, the Class Representative alleges Defendant helped Epstein and his associates avoid regulatory scrutiny and criminal prosecution through failing in Defendant's compliance and regulatory obligations so that Defendant could profit from Epstein and his associates. The Class Representative alleges that Defendant's conduct, through its non-typical banking relationship with Epstein, damages victims of Epstein's sex trafficking venture.

Defendant denies all of the Class Representative's claims, allegations, and contentions of fault, liability, wrongdoing, and damages. Defendant contends that they had a normal banking relationship with Epstein, his associates, and Epstein-related entities and had no knowledge that Epstein was engaged in a sex trafficking venture during the time that Bank of America, N.A. was providing banking services to Epstein, his associates, and Epstein-related entities and that Bank of America, N.A. did not engage in any conduct that resulted in harm to alleged victims of Epstein's sex trafficking venture.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANT IS LIABLE TO CLASS REPRESENTATIVE OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LITIGATION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

PROCEDURAL HISTORY

On November 13, 2025, Defendant moved to dismiss the Complaint. Plaintiff filed the Amended Complaint on December 29, 2025. The Court granted in part and denied in part the motion on January 29, 2026. Defendant answered the Amended Complaint on February 19, 2026.

On February 20 and March 9, 2026, the Settling Parties participated in confidential mediation with Judge Layn Phillips of Phillips ADR, a retired judge and an experienced mediator. The mediation was preceded by the submission and exchange of mediation statements by the Settling Parties. The Settling Parties engaged in good faith negotiations during the mediation sessions and outside the sessions and reached a settlement in principle on March 11, 2026. The Settling Parties drafted a confidential Settlement Term Sheet ("Term Sheet"), memorializing their agreement to settle the Class's claims against Bank of America and end the Litigation, and executed the Term Sheet on March 15, 2026. The Term Sheet included, among other things, the Settling Parties' agreement to settle and dismiss with prejudice the Litigation and grant full mutual releases in return for a cash payment of \$72.5 million by and/or on behalf of the Bank for the benefit of the Class, subject to the negotiation of the terms of a stipulation of settlement and approval by the Court. The Stipulation of Settlement (together with the Exhibits thereto) reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Settling Parties.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$72.5 million. This fund, plus accrued interest and minus attorneys' fees and unreimbursed expenses, as approved by the Court, will be distributed to Eligible Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Eligible Class Members based on their respective alleged economic losses resulting from the TVPA violations alleged in the Litigation pursuant to the terms of the Stipulation.

The Fund Administrator shall determine a Class Member's assigned settlement amount (the "Allocated Amount") from the Net Settlement Amount. In determining an Allocated Amount, the Fund Administrator and/or her designees shall consider the following:

- a. Confidential Questionnaire and Release: As discussed above, a Class Member who wishes to qualify as an Eligible Class Member shall submit the Confidential Questionnaire and Release. All Confidential Questionnaires and Releases and all other submissions by a Class Member to the Fund Administrator shall be signed by the Class Member under penalty of perjury.
- b. Factors: Following receipt of a Class Member's Confidential Questionnaire and Release, in order to determine their Allocated Amount, the Fund Administrator shall consider the following information: documentary and non-documentary support for the alleged abuse or trafficking; the circumstances, severity, type, and extent of the alleged abuse or trafficking; the nature and duration of the relationship with Epstein; the impact, harm, and consequences of the alleged conduct on a Class Member; time spent assisting the preparation or prosecution of the Litigation; participation in civil litigation; and any other factors the Fund Administrator deems relevant.
- c. Documentation: Class Members shall submit such other supporting documents or material, if any, to the Fund Administrator as the Fund Administrator may request within an agreed upon timeframe.
- d. Fund Administrator's Determination: For the avoidance of doubt, should the Fund Administrator have concerns as to the accuracy of a Participating Claimant's Confidential Questionnaire and Release answers, allegations, or any other information submitted, the Fund Administrator shall promptly notify Class Counsel in writing of those concerns, and Class Counsel will make such response as they believe appropriate. Should the Fund Administrator then find that the Participating Claimant's allegations lack credibility, the Fund Administrator shall take that finding into consideration in making an award and, if appropriate, shall deny such individual any allocation of the Net Settlement Amount. The Fund Administrator's determination with respect to eligibility shall be final. All communications between the Fund Administrator and a Class Member, including the submission of a Confidential Questionnaire and Release, are protected under the mediation privilege, Rule 408 of the Federal Rules of Evidence, and all applicable state analogues.
- e. Meeting: Class Members may request a meeting with the Fund Administrator and in certain instances, the Fund may request a meeting (by video or in person) with any Class Member. Meetings are not mandatory. These meetings will be conducted in person in NYC or via Zoom and will be scheduled at a mutually convenient time.

DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit your Confidential Questionnaire and Release through a secure, dedicated online portal or by mail, you do not need to contact Class Counsel. If your address changes, please contact the Fund Administrator at:

Simone Lechuk
Resolution Services LLC
c/o FREJKA PLLC
415 East 52nd Street | Suite 3
New York, New York 10022
Email: Claims@2026SurvivorsBankSettlementFund.com

THERE WILL BE NO PAYMENTS IF THE STIPULATION OF SETTLEMENT IS TERMINATED

Questions? Visit WWW.2026SURVIVORSBANKSETTLEMENTFUND.COM or call (888) 964-1154.

The Stipulation of Settlement may be terminated under several circumstances outlined in it. If the Stipulation of Settlement is terminated, the Litigation will proceed as if the Stipulation of Settlement had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after contested motion practice directed to the sufficiency of the allegations supporting Class Representative's claims. The parties also completed a substantial portion of document, deposition, and expert discovery. Nevertheless, the Court has not reached any final decisions in connection with Class Representative's claims against Defendant. Instead, Class Representative and Defendant have agreed to the Settlement, which was reached with the substantial assistance of a highly respected mediator. In reaching the Settlement, the parties have avoided the cost, delay, and uncertainty of further litigation, including trial.

Class Representative's principal reason for entering into the Settlement is the benefit provided to the Class now, without further risk or the delays inherent in continued litigation. As in any litigation, Class Representative and the Class would face an uncertain outcome if they did not agree to the Settlement. If Class Representative succeeded at summary judgment or at trial, Defendant would likely file appeals that would postpone final resolution of the case. Continuation of the Litigation against Defendant could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Class Representative and Class Counsel believe that this Settlement is fair and reasonable to the Members of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Class Counsel believes that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

Defendant is entering into this Settlement to avoid the burden, inconvenience, and expense associated with continuing the Litigation, and the uncertainty and risks inherent in such Litigation. Defendant has denied and continues to deny each and all of the claims and contentions alleged by Class Representative in the Litigation. Defendant expressly has denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendant also has denied and continues to deny, among other things, the allegations that Class Representative or the Class has suffered any damage, or that Class Representative or the Class was harmed by the conduct alleged in the Litigation. Defendant has determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulation of Settlement.

WHO REPRESENTS THE CLASS?

The following attorneys are counsel for the Class:

Sigrid McCawley
Andrew Villacastin
BOIES SCHILLER FLEXNER LLP
55 Hudson Yards
New York, NY 10001
Telephone: (212) 446-2300
Email: EpsteinBOASettlement@bsflfp.com

Brad Edwards
Brittany Henderson
EDWARDS HENDERSON PLLC
425 N Andrews Ave, STE 2
Fort Lauderdale, FL 33301
Telephone: (833) 780-0834

Questions? Visit WWW.2026SURVIVORSBANKSETTLEMENTFUND.COM or call (888) 964-1154.

If you have any questions about the Litigation, or the Settlement, you are entitled to consult with Class Counsel by contacting counsel at the phone number listed above.

You may obtain a copy of the Stipulation of Settlement or Confidential Questionnaire and Release online at www.2026SurvivorsBankSettlementFund.com.

HOW WILL THE CLASS REPRESENTATIVE'S LAWYERS BE PAID?

BSF and EH, as Class Counsel, will file a motion for an award of attorneys' fees, costs, and expenses that will be considered at the Settlement Hearing. Class Counsel will apply for an attorneys' fee award in an amount not to exceed thirty percent (30%) of the Global Settlement Amount, plus payment of any unreimbursed costs and expenses incurred in connection with this Litigation, plus interest earned on both amounts at the same rate as earned in the Qualified Settlement Fund. Such sums as may be approved by the Court will be paid from the Global Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and costs, and expenses requested will be the only payment to Class Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Class Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested. Class Counsel shall not share any amount of attorneys' fees, costs, or expenses awarded to them with any other firm or individual.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. If you do not want to receive a payment from this Settlement, or you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to exclude yourself from, or "opt-out" of, the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Class, you must send a signed letter by First-Class Mail saying that you want to be excluded from the Class in the following Litigation: *Jane Doe v. Bank of America, N.A.*, No. 1:25-CV-8520 (JSR). Be sure to include your name, address, telephone number. Your exclusion request must be postmarked **no later than May 13, 2026** and sent to the Fund Administrator at:

Simone Lelchuk
Resolution Services LLC
c/o FREJKA PLLC
415 East 52nd Street | Suite 3
New York, New York 10022

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this Litigation.

CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs, charges, and expenses, and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court and send a copy to Class Counsel and Defendant's Counsel, at the addresses listed below **by August 6, 2026**. The Court's address is: Hon. Jed S. Rakoff, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007; Class Counsel's address is: Boies Schiller Flexner LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, c/o Andrew Villacastin; the address for Defendant's Counsel is: Jones Day, 110 N Wacker Dr., Suite 4800, Chicago, IL 60606 c/o Bethany Biesenthal.

Questions? Visit WWW.2026SURVIVORSBANKSETTLEMENTFUND.COM or call (888) 964-1154.

You may attend the Settlement Hearing, and you may ask to speak to present any objections you have, but attendance at the Settlement Hearing is not necessary. Persons wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Class Member and you do not exclude yourself from the Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A PAYMENT?

You must timely complete and return the Confidential Questionnaire and Release that accompanies this Notice. A Confidential Questionnaire and Release is enclosed with this Notice and may be downloaded at www.2026SurvivorsBankSettlementFund.com. Read the instructions carefully; fill out the Confidential Questionnaire and Release; electronically sign it; and submit it online so that it is **received online no later than June 12, 2026 at 11:59 PM EDT or, if submitting by mail, postmarked by no later than June 12, 2026**. If you do not submit a timely Confidential Questionnaire and Release with the required information, you will not receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes final pursuant to the terms of the Stipulation of Settlement, all Class Members who have not submitted valid and timely requests to be excluded from the Settlement shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Defendant Parties from all Released Claims, as set forth fully in ¶¶ 4.1–4.3 of the Stipulation of Settlement.

- “Released Plaintiffs’ Claims” means any and all claims, rights and causes of action against Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, representative, and/or individual in nature, against Released Defendant Parties that the Released Plaintiff Parties (a) asserted in the Litigation against the Released Defendant Parties, (b) could have asserted in the Litigation against the Released Defendant Parties, or (c) could assert against the Released Defendant Parties in any other action or forum with respect to Epstein, including but not limited to claims relating to “Epstein-related individuals,” “Epstein-related entities,” or “Epstein-related accounts” as Plaintiffs have defined those terms in this Litigation arising from any act or conduct of a Released Defendant Party or any act or conduct of any other person or entity that can be imputed to a Released Defendant Party. Released Plaintiffs’ Claims include all claims referring or relating in any way to conduct of Released Defendant Parties that pre-dates the Class Period. “Released Plaintiffs’ Claims” does not include: (i) any claims of any Person who submits an Opt-Out Form that is accepted by the Court; (ii) claims relating to the enforcement of the Settlement; or (iii) any individual claims against any natural person who is a Released Defendant Party for any alleged sexual assault committed by that natural person against any Member of the Class. For the avoidance of doubt, this Settlement does not release and shall not be construed to release any claims against Jeffrey Epstein, his Estate, or any trustee, successor, or representative of his estate; any Epstein-related individuals specifically identified by name in paragraph 13 of Plaintiff’s first set of interrogatories in this Litigation; or any natural person who sexually abused any Class Member. This release is intended to release, to the maximum extent allowable under law, any claims, rights and causes of action against Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits,

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contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, that could be brought to recover damages from the Released Defendant Parties on behalf of a Member of the Class by any other party, including any sovereign or government, relating to or arising from any Member of the Class's harm, injury, abuse, exploitation, or trafficking by Jeffrey Epstein or by any person who is in any way connected to or otherwise associated with Jeffrey Epstein, as well as any right to recovery on account thereof.

- “Released Defendant Parties” mean Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith, Inc., BofA Securities, Inc., and Bank of America Corporation, together with their respective past and present direct or indirect parents, subsidiaries, corporate affiliates, predecessors, and successors; each of those entities’ respective past or present officers, directors, and agents acting within the scope of their duties on behalf of the foregoing entities; and each of those entities’ respective past or present employees for any act connected in any way to their employment. Nothing contained in this Stipulation of Settlement shall constitute a release of any Class Members’ claims against any natural person who sexually abused them.
- “Released Plaintiff Parties” mean (i) any and all Class Members, Participating Claimants, Class Representatives, Class Counsel, and each of their successors, predecessors, and past, present, and future: parent corporations, sister corporations, subsidiaries, and affiliated Persons and (ii) any and all of the foregoing’s respective past, present, or future: principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest. Released Plaintiff Parties does not include any Person who would otherwise be a Member of the Class but who properly exclude(s) themselves by filing a valid and timely Opt-Out Form. For avoidance of doubt, nothing contained in the Stipulation of Settlement shall constitute a release of any of the Released Defendant Parties’ claims, rights, or causes of action against their insurers and reinsurers.

THE SETTLEMENT HEARING

The Court will hold a Settlement Hearing on **August 27, 2026 at 11:00 AM EDT**, before the Honorable Jed S. Rakoff at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation of Settlement should be approved by the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Stipulation of Settlement should be entered; (3) to award Class Counsel’s fees, costs, and expenses out of the Settlement Fund and, if so, in what amount; and (4) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Hearing, or hold it via telephone or video conference, without further notice to Members of the Class.

To determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court’s docket and the settlement website, www.2026SurvivorsBankSettlementFund.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date and time of the hearing or updates regarding in-person, telephonic or video conference appearances at the hearing, including access information, will be posted to the website.

Any Class Member may appear at the Settlement Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or their objection is made in writing and is filed together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Hearing with the Court no later than **August 6, 2026**, and with proof of service on the following counsel:

Questions? Visit WWW.2026SURVIVORSBANKSETTLEMENTFUND.COM or call (888) 964-1154.

Counsel for Class Representative and the Class	Counsel for Class Representative and the Class	Counsel for Defendant Bank of America, N.A.
Sigrid McCawley Andrew Villacastin Boies Schiller Flexner LLP 55 Hudson Yards New York, NY 10001	Brad Edwards Brittany Henderson Edwards Hender PLLC 425 N Andrews Ave., Suite 2 Fort Lauderdale, FL 33301	Bethany Biesenthal Jones Day 110 N Wacker Dr., Suite 4800 Chicago, IL 60606

Unless otherwise directed by the Court, any Class Member who does not make his, her, or their objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the address set out above) by no later than **August 6, 2026**.

INJUNCTION

The Court has issued an order enjoining all Class Members from instituting, commencing, maintaining, or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Defendant Parties, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied during regular office hours, and subject to customary fees, at the Clerk of the United States District Court for the Southern District of New York. For a fee, all papers filed in this Litigation are available at www.pacer.gov. In addition, all Settlement documents, including the Stipulation of Settlement, this Notice, the Confidential Questionnaire and Release and proposed Judgment may be obtained by visiting www.2026SurvivorsBankSettlementFund.com or by contacting the Fund Administrator at:

Simone Lechuk
 Resolution Services LLC
 c/o FREJKA PLLC
 415 East 52nd Street | Suite 3
 New York, New York 10022
 Email: Claims@2026SurvivorsBankSettlementFund.com

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

DATED: APRIL 13, 2026

BY ORDER OF THE
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK