

Exhibit B

Nathanson, Paul J.

From: Nathanson, Paul J.
Sent: Friday, May 1, 2020 4:31 PM
To: 'jwirt@wirtlawfirm.com'
Cc: akamensky@synovus.com; 'Brand Jr.,Robert C'; 'Jim Butler'; 'Philip Bates'; Tahyar, Margaret E.; pcwirt@wirtlawfirm.com
Subject: RE: Sport & Wheat v. Synovus et al. NDFL 3: 20-cv-5425
Attachments: 2020.05.01 Stipulation.pdf

Dear Mr. Wirt:

In accordance with our agreement reached yesterday please find attached a stipulation that can be filed with the Court to make it clear the attempted service on 4/28 was ineffective. (The process server pulled up to a drive-through window of a branch of Synovus Bank (not Synovus Trust) and asked for the branch manager, and gave her the documents. She is not an officer of Synovus Trust, nor the registered agent. She is not even an employee of Synovus Trust.)

This way we can be sure that the 21 days within which we must file our motion to dismiss does not commence to run until, per our agreement, you have served upon me the amended complaint and I have accepted service.

Thank you for your cooperation. Please sign the Stipulation and scan it back to me by email.

Best regards,

Paul Nathanson

From: jwirt@wirtlawfirm.com <jwirt@wirtlawfirm.com>
Sent: Thursday, April 30, 2020 8:22 PM
To: Nathanson, Paul J. <paul.nathanson@davispolk.com>
Cc: akamensky@synovus.com; 'Brand Jr.,Robert C' <robertbrand@synovus.com>; 'Jim Butler' <jim@butlerwooten.com>; 'Philip Bates' <pbates@philipbates.net>; Tahyar, Margaret E. <margaret.tahyar@davispolk.com>; pcwirt@wirtlawfirm.com
Subject: RE: Sport & Wheat v. Synovus et al. NDFL 3: 20-cv-5425

Dear Mr. Nathanson:

Thank you for your e-mail. This is acceptable to us, and we so stipulate.

Best regards,

John Wirt

From: Nathanson, Paul J. <paul.nathanson@davispolk.com>
Sent: Thursday, April 30, 2020 1:55 PM
To: John Wirt <jwirt@wirtlawfirm.com>
Cc: akamensky@synovus.com; Brand Jr.,Robert C <robertbrand@synovus.com>; Jim Butler <jim@butlerwooten.com>; Philip Bates <pbates@philipbates.net>; Tahyar, Margaret E. <margaret.tahyar@davispolk.com>
Subject: RE: Sport & Wheat v. Synovus et al. NDFL 3: 20-cv-5425

Mr. Wirt,

Thank you for your email. If you stipulate prior service was not effective and you determine to amend your complaint to name Synovus Bank and Synovus Financial Corp., I will be authorized to accept service on behalf of both entities, or alternatively to waive service under Rule 4(d) if you would like us to do so. At this point, it is premature to discuss a 26(f) conference.

Best regards,

Paul J. Nathanson

Davis Polk & Wardwell LLP

901 15th Street NW | Washington, DC 20005
+1 202 962 7055 tel | +1 202 631 4955 mobile
paul.nathanson@davispolk.com

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From: John Wirt <jwirt@wirtlawfirm.com>
Sent: Wednesday, April 29, 2020 6:41 PM
To: Nathanson, Paul J. <paul.nathanson@davispolk.com>
Cc: akamensky@synovus.com; Brand Jr., Robert C <robertbrand@synovus.com>; Jim Butler <jim@butlerwooten.com>; Philip Bates <pbates@philipbates.net>; Tahyar, Margaret E. <margaret.tahyar@davispolk.com>
Subject: Re: Sport & Wheat v. Synovus et al. NDFL 3: 20-cv-5425

Dear Mr. Nathanson:

I confirm receipt of your email. I have not had a chance to completely focus on your email as I have some personal matters that I have been attending to. I will be back in the office on Friday.

That being said, in principle your proposal makes sense and one we are inclined to accept. We believe, however, that we should also name **Synovus Financial Corp.**, the parent entity, as a defendant. Can you confirm that you have authority to accept service for both entities and are you amenable to holding a 26(f) conference next week?

Thanks again for your email and I apologize for the delay in responding.

Best,

John Wirt
847-323-4082

On Apr 29, 2020, at 4:18 PM, Nathanson, Paul J. <paul.nathanson@davispolk.com> wrote:

Mr. Wirt, Following up on the below, could you please confirm receipt of my email?

Thank you,

Paul J. Nathanson

Davis Polk & Wardwell LLP

901 15th Street NW | Washington, DC 20005
+1 202 962 7055 tel | +1 202 631 4955 mobile
paul.nathanson@davispolk.com

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From: Nathanson, Paul J.

Sent: Tuesday, April 28, 2020 6:37 PM

To: 'jwirt@wirtlawfirm.com' <jwirt@wirtlawfirm.com>

Cc: akamensky@synovus.com; Brand Jr., Robert C <robertbrand@synovus.com>; 'Jim Butler' <jim@butlerwooten.com>; Philip Bates <pbates@philipbates.net>; Tahyar, Margaret E. <margaret.tahyar@davispolk.com>

Subject: RE: Sport & Wheat v. Synovus et al. NDFL 3: 20-cv-5425

Dear Mr. Wirt,

I'm responding on behalf of Synovus Trust Company, N.A., to advise you that Synovus Bank, not Synovus Trust Company, is the lender under the Paycheck Protection Program. Synovus Trust Company has nothing to do with that program. We want to save the Court time: there's little point in filing a motion to dismiss on that basis when you can amend the complaint to drop Synovus Trust Company and add Synovus Bank. So, we respectfully suggest that you amend your complaint and then send it to me.

I understand service of the complaint was attempted today at a drive-in window of a branch of Synovus Bank (not Synovus Trust) in Pensacola. That was not effective service on Synovus Trust Company. The problem is, of course, that if you contend that is effective service, we have to deem the 21 days to file a motion to dismiss to have started today.

We ask that you stipulate same was not effective service, amend your complaint, serve the amended complaint upon me, and then in that event I am authorized to accept service on behalf of Synovus Bank. Then we can file our motion to dismiss without burdening the Court with issues that can readily be resolved.

Thank you for your consideration.

Best regards,

Paul J. Nathanson

Davis Polk & Wardwell LLP

901 15th Street NW | Washington, DC 20005
+1 202 962 7055 tel | +1 202 631 4955 mobile
paul.nathanson@davispolk.com

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Begin forwarded message:

From: "jwirt@wirtlawfirm.com" <jwirt@wirtlawfirm.com>
Date: April 27, 2020 at 10:24:36 AM EDT
To: "Kamensky,Allan E" <AKamensky@synovus.com>
Cc: "pcwirt@wirtlawfirm.com" <pcwirt@wirtlawfirm.com>
Subject: [EXTERNAL] RE: Sport & Wheat v. Synovus et al. NDFL 3: 20-cv-5425

Dear Mr. Kamensky:

We understand that you are the General Counsel for Synovus.

Attached is a copy of the complaint in the above-referenced matter that was filed against Synovus yesterday.

Please advise if you will accept service.

Thank you.

Respectfully,

John Wirt
847-323-4082