

If You Paid Overdraft Fees to First Tennessee Bank, You May Be Eligible for a Payment from a Class Action Settlement.

A Tennessee state court authorized this notice. This is not a solicitation from a lawyer.

- A \$16.75 million Settlement has been reached in a class action about the order in which First Tennessee Bank National Association (“First Tennessee”) posted Debit Card and ATM transactions to customer Accounts, the representations and disclosures made concerning the posting order, and the alleged effect the posting order had on the number of Overdraft Fees charged to Account holders. First Tennessee maintains that there was nothing wrong with either the posting process it used or the disclosures it made, and that it complied, at all times, with applicable laws and regulations and the terms of the account agreements with its customers.
- Certain current and former holders of First Tennessee consumer Accounts are eligible for a payment or Account credit from the Settlement Fund.
- The Settlement Class includes First Tennessee customers who had one or more consumer (non-business) Accounts and incurred an Overdraft Fee(s) during the Class Period as a result of First Tennessee’s practice of posting Debit Card and ATM transactions from highest to lowest dollar amount. The relevant Class Period is September 6, 2005 to February 20, 2013.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Receive a Payment or Account Credit	If you are entitled under the Settlement to a payment or Account credit, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive a payment by check or Account credit.
Exclude Yourself from the Settlement	Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against First Tennessee about the claims in this case.
Object	Write to the Court if you do not like the terms of the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	You will receive any payment or Account credit to which you are entitled, and will give up your right to bring your own lawsuit against First Tennessee about the claims in this case.

- 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 and Account credits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**Questions? Call 1-888-283-6563 or
visit www.FirstTennesseeBankOverdraftLitigation.com**

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

The case is known as *Sylvia Hawkins v. First Tennessee Bank National Association*, Shelby County Circuit Court Docket No.: CT-004085-11, Division VII (the “Action”). The people who sued are called the “Plaintiffs.” The Defendant is First Tennessee Bank National Association.

2. What is this lawsuit about?

The lawsuit claims that First Tennessee posted Debit Card Transactions in the order of highest to lowest dollar amount, which Plaintiffs argue results in an increased number of Overdraft Fees assessed to customers. The complaint is posted on the Settlement Website and contains all of the allegations asserted against First Tennessee. First Tennessee maintains that there was nothing wrong with either the posting process it used or the disclosures it made, and that it complied, at all times, with applicable laws and regulations and the terms of the account agreements with its customers.

3. What do “Account,” “Overdraft Fee,” “Debit Card” and “Debit Card Transaction” mean?

“**Account**” means any consumer checking, demand deposit or savings account maintained by First Tennessee in the United States linked to and/or accessible by a Debit Card during the Class Period and on which an Overdraft Fee could be applied.

“**Overdraft Fee**” means any fee or fees assessed to an Account resulting from item(s) paid because the Account had insufficient funds to cover the item(s). Fees charged to transfer funds from other accounts are excluded.

“**Debit Card**” means a card or similar device issued or provided by First Tennessee, including a debit card, check card, or automated teller machine (“ATM”) card that can or could be used to debit funds from an Account by Point of Sale and/or ATM transactions.

“**Debit Card Transaction**” means any debit transaction effectuated with a Debit Card, including Point of Sale transactions (whether by PIN or signature/PIN-less) and ATM transactions. For avoidance of doubt, Debit Card Transaction does not include a debit transaction effectuated by paper or electronic check, by preauthorized transaction, by wire transfer or Automated Clearing House (“ACH”) transaction, or a transfer to another account such as a credit card account or line of credit.

4. Why is this a class action?

In a class action, one or more people called class representatives (in this case, Plaintiffs Sylvia Hawkins, William Hawkins, Peter Teselsky and Mark Zurales) sue on behalf of people who have similar claims. The people included in the class action are called the Settlement Class or Settlement Class members. One court resolves the issues for all Settlement Class members, except for those who timely exclude themselves from the Settlement Class.

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5. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiffs or First Tennessee. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The Class Representatives and Class Counsel believe the Settlement is best for everyone who is affected.

WHO IS IN THE SETTLEMENT?

To see if you will be affected by the Settlement or if you can get a payment or Account credit from it, you first have to determine if you are a Settlement Class member.

6. Who is included in the Settlement?

You are included in the Settlement Class if you were a First Tennessee customer who had one or more consumer (non-business) Accounts and incurred an Overdraft Fee(s) during the Class Period as a result of First Tennessee's practice of sequencing Debit Card and ATM transactions from highest to lowest dollar amount. The Class Period is September 6, 2005 to February 20, 2013.

In order to have incurred an Overdraft Fee as a result of First Tennessee's practice of posting Debit Card Transactions from highest to lowest dollar amount, you must have had two or more Overdraft Fees assessed on one or more days during the Class Period. If this happened to you, you may be in the Settlement Class. If it did not happen to you, you are not a member of the Settlement Class. You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

First Tennessee has agreed to establish a Settlement Fund of \$16.75 million from which Settlement Class Members will receive payments or Account credits. The Settlement Fund will also pay all fees and expenses of Class Notice and Settlement Administration, attorneys' fees, costs and expenses awarded to Class Counsel, and any Service Awards to the Class Representatives. The exact amount of Settlement Class Members' payments or Account credits cannot be determined at this time. The exact amount cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys' fees, costs and expenses awarded to Class Counsel and any Service Award to the Class Representative. However, if you received notice of the Settlement via a postcard in the mail, you were given a unique identifying number that you can use on the Settlement Website to see an *estimate* of the amount of your payment or Account credit.

8. How do I receive a payment or Account credit?

If you are in the Settlement Class and entitled to receive a cash benefit, you do not need to do anything to receive a payment or Account credit. If the Court approves the Settlement and it becomes final and effective, you will automatically receive a payment by check or Account credit for your *pro rata* portion of eligible Overdraft Fees you paid during the time period covered by the Settlement.

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

Unless you exclude yourself from the Settlement Class, you cannot sue or be part of any other lawsuit against First Tennessee about the legal issues in this Action. It also means that all of the decisions by the Court will bind you. The “Release” included in the Settlement Agreement describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.FirstTennesseeBankOverdraftLitigation.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue First Tennessee on your own about the legal issues in this Action, then you must take steps to get out of the Settlement. This is called excluding yourself — or it is sometimes referred to as “opting-out” of the Settlement Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your printed or typed name, address and telephone number;
- A short statement that you want to be excluded from the First Tennessee Overdraft Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **March 16, 2017**, to:

First Tennessee Overdraft Settlement
P.O. Box 3170
Portland, OR 97208-3170

11. If I do not exclude myself, can I sue First Tennessee for the same thing later?

No. Unless you exclude yourself, you give up the right to sue First Tennessee for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to try to pursue your own lawsuit.

12. If I exclude myself from the Settlement, can I still receive a payment?

No. You will not receive a payment or Account credit if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed a number of lawyers to represent you and others in the Settlement Class as “Class Counsel,” including:

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Jeffrey M. Ostrow Jonathan M. Streisfeld David L. Ferguson Kopelowitz Ostrow P.A. One West Las Olas Blvd, Suite 500 Ft. Lauderdale, FL 33301	Hassan Zavareei Jeffrey Kaliel Tycko & Zavareei LLP 1828 L Street, NW, Suite 1000 Washington, DC 20036
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Class Counsel will represent you and others in the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel intends to request up to 35% of the money in the Settlement Fund for attorneys' fees, plus reimbursement of their expenses incurred in connection with prosecuting this Action. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that up to \$7,500.00 be paid to each Class Representative from the Settlement Fund for their service to the entire Settlement Class.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses and/or Class Counsel's request for a Service Award for the class representative. To object, you must submit a letter that includes the following:

- The name of this Action, which is *Sylvia Hawkins v. First Tennessee Bank National Association*, Shelby County Circuit Court Docket No.: CT-004085-11, Division VII;
- Your printed or typed full name, address and telephone number;
- An explanation of why you claim to be a Settlement Class Member;
- The reasons for your objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times you have objected to a class action settlement within the last 5 years, the caption of each case in which you have made such objection and a copy of any orders or opinions related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- A copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;

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- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than **March 16, 2017**.

<p style="text-align: center;">Clerk of the Court Shelby County Circuit Court 140 Adams Avenue Room 324 Memphis, Tennessee 38103</p>	<p style="text-align: center;">First Tennessee Overdraft Settlement P.O. Box 3170 Portland, OR 97208-3170</p>
<p style="text-align: center;">Jeffrey M. Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, Florida 33301</p>	<p style="text-align: center;">R. Mark Glover Kristine L. Roberts Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. 165 Madison Avenue, Suite 2000 Memphis, Tennessee 38103</p>

Note that, if you object, you may be subject to discovery requests, such as answering questions in writing, producing documents, or providing testimony, consistent with the Tennessee Rules of Civil Procedure.

16. What’s the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, and the request for attorneys’ fees, expenses and Service Awards for the Class Representatives. You may attend and you may ask to speak, but you don’t have to do so.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on **April 20, 2017**, at the Shelby County Courthouse, located at 140 Adams Avenue, Room 215, Memphis, Tennessee 38103. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.FirstTennesseeBankOverdraftLitigation.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider any request by Class Counsel for attorneys’ fees and expenses and for Service Awards for the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know when the Court will make its decision. It is a good idea to check www.FirstTennesseeBankOverdraftLitigation.com for updates.

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18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, to the proper address and it complies with the requirements set forth previously, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to speak. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing for the First Tennessee Settlement in *Sylvia Hawkins v. First Tennessee Bank, N.A.*, Shelby County Circuit Court Docket No.: CT-004085-11, Division VII;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature.

You must submit your Notice of Intention to Appear so that it is postmarked no later than **March 16, 2017**, to all of the addresses in Question 15.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled under the Settlement Agreement. Unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against First Tennessee relating to the issues in this Action.

GETTING MORE INFORMATION

21. How do I get more information?

This Detailed Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.FirstTennesseeBankOverdraftLitigation.com. You may also write with questions to First Tennessee Overdraft Settlement, P.O. Box 3170, Portland, OR 97208-3170, or call the toll-free number, 1-888-283-6563. Do not contact First Tennessee or the Court for information.

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