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*Davidson County*

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DATE: 9/23/16 PAGES: 18, including cover

COMMENTS: Order (Army Morton v. Greenbanks)  
Case No. 11-135-10

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE  
20<sup>TH</sup> JUDICIAL DISTRICT, AT NASHVILLE

AMY MORTON, on behalf of  
Herself and All Others Similarly  
Situating,

Plaintiff,

v.

GREENBANK,

Defendant.

NF  
Case No. 11-135-IV

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~~PROPOSED~~ ORDER ON PLAINTIFF'S AND CLASS COUNSEL'S UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND FOR  
CERTIFICATION OF SETTLEMENT CLASS AND INCORPORATED  
MEMORANDUM OF LAW

RTT

Plaintiff and Defendant, GreenBank ("GreenBank"), through its successor in interest Capital Bank ("Capital Bank") (collectively "the Bank"), have agreed to a settlement as part of this litigation, the terms and conditions of which are set forth in a written Settlement Agreement and Release ("Settlement"). The Parties reached the Settlement through arms'-length negotiations. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class would fully, finally, and forever resolve, discharge, and release their claims in exchange for the total payment of \$1,500,000.00, inclusive of all notice and administration costs, attorneys' fees and costs to Class Counsel, and a Service Award to Plaintiff, to create a common fund to benefit the Settlement Class, without admission of liability by the Bank.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement and for Certification of the

Settlement Class ("Motion"). As reflected in footnote 1 to the Motion, Capital Bank, as GreenBank's successor in interest, consents to the jurisdiction of this Court, to carrying out the terms of the Settlement, and agrees to be bound by the Final Judgment that will be sought approving the Settlement.

Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of Class Counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and parties to these proceedings; (2) the proposed Settlement Class meets the requirements of Tennessee Rule of Civil Procedure 23 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representative and Class Counsel; (4) the Settlement is the result of informed, good-faith, arms'-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice Program, including the proposed forms of Notice, satisfy Tennessee Rule of Civil Procedure 23 and due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for a Service Award for the Class Representative, their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's Fee Application, and/or the request for a Service Award for the Class Representative; (7) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Tennessee Rule of Civil Procedure 23.05, to assist the Court in determining whether to grant final approval of the Settlement and enter Final Judgment, and whether to grant Class Counsel's Fee Application and

request for a Service Award for the Class Representative; and finally (8) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. As used in this Order, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.
2. The Court has jurisdiction over the subject matter and parties to this proceeding.
3. Venue is proper in this Court.

**Settlement Class Certification and Appointment of  
Class Representative and Class Counsel**

4. The Court entered an Agreed Order Granting Class Certification on July 27, 2012, which order was amended on September <sup>23<sup>rd</sup></sup> 2016, prior to the entry of this Order to correct the length of the class period, certifying a Class under Tennessee Rules of Civil Procedure 23.01 and 23.02(3), which require that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; (4) the representative parties will fairly and adequately protect the interests of the class; (5) the questions of law or fact common to the members of the class predominate over individual issues of law or fact; and (6) certification of the class action is superior to other available methods for the fair and efficient adjudication of the controversy. The Parties have now agreed to use the certified Class as the basis for the Settlement Class. "Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).<sup>1</sup>

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<sup>1</sup> Because Rule 23 of the Tennessee Rules of Civil Procedure is "identical in all respects" to Rule

5. In the context of the present Motion, the Court finds that the numerosity requirement is satisfied because the Settlement Class consists of thousands of GreenBank customers (Joint Decl. ¶ 18), and joinder of all such persons is impracticable. *See Ham v. Swift Transp. Co., Inc.*, 275 F.R.D. 475, 483 (W.D. Tenn. 2011) (“Where the number of class members exceeds forty, [numerosity] is generally deemed satisfied.”).

6. The commonality requirement requires Plaintiff to demonstrate that class members “have suffered the same injury” and their claims “depend upon a common contention of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (citation omitted). The Court finds that this requirement is readily satisfied as to the Settlement Class. There are multiple questions of law and fact, all arising from GreenBank’s former common, class-wide Weekend and Holiday High-to-Low Posting and Weekend and Holiday Batch Processing using Debit Re-sequencing. These practices allegedly injured Settlement Class members in the exact same way—the imposition of excessive Overdraft Fees.

7. For similar reasons, the Court finds that Plaintiff’s claims are reasonably coextensive with those of the absent Settlement Class members, such that the typicality requirement is satisfied. *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 560 (6th Cir. 2007) (typicality satisfied where claims arise from the same practice, affect class members in the same manner, and are based on the same legal theory); *Coleman v. Gen. Motors Acceptance Corp.*, 220 F.R.D. 64, 79 (M.D. Tenn. 2004) (named plaintiffs are typical of their class when “their

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23 of the Federal Rules of Civil Procedure, “the opinions of federal courts are persuasive authority” in determining issues surrounding class actions, including whether to approve a class action settlement. *See Bayberry Assocs. v. R. Lewis Jones*, 783 S.W.2d 553, 557 (Tenn. 1990). Federal law is accordingly cited throughout this Order.

injuries arise from the same policy that gives rise to the claims of the rest of the class"). Plaintiff is typical of absent Settlement Class members because they were subjected to the same Debit Card Transaction posting order and statement presentation practices resulting in the identical type of alleged injury of excessive Overdraft Fees. Moreover, Plaintiff and Settlement Class Members will benefit equally from the relief provided by the Settlement.

8. The Court also finds that Plaintiff satisfies the adequacy of representation requirement. Adequacy exists when: (1) the class representative has common interests with unnamed members of the class, and (2) the representative will vigorously prosecute the interests of the class through qualified counsel. *Senter v. General Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976). Plaintiff's interests are coextensive with and not antagonistic to the interests of the Settlement Class because the Settlement provides equal relief to Plaintiff and Settlement Class members, in that it calculates each individual's number and amount of allegedly excessive Overdraft Fees and provides them with a *pro rata* distribution from the Settlement Fund. Further, the Court finds that Plaintiff is represented by qualified and competent counsel who have extensive experience and expertise prosecuting complex class actions, including actions substantially similar to the instant case.

9. Furthermore, the Court finds that each Settlement Class member's relationship with GreenBank arises from an account agreement that is the same or substantially similar in all relevant respects to other Settlement Class members' account agreements, each was subjected to similar Debit Card posting practices, each customer had similar statement presentation issues, and each allegedly was harmed in a similar manner. Therefore, Plaintiff readily satisfies the predominance requirement because liability questions common to all Settlement Class members substantially outweigh any possible issues that are individual to each Settlement Class member.

*See Beattie*, 511 F.3d at 564 (predominance satisfied where “the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole . . . predominate over those issues that are subject only to individualized proof”) (internal quotations omitted).

10. Finally, the Court finds that resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication.

11. The Court, consistent with its prior certification of the litigation Class, certifies for settlement purposes the following Settlement Class:

All GreenBank customers in the United States who have one or more Accounts and who, between February 1, 2005 and June 30, 2011, inclusive, incurred an Overdraft Fee as a result of GreenBank’s Debit Card Transaction processing method, including Debit Re-sequencing.

The Class shall consist of two sub-classes, defined as follows:

**Weekend and Holiday High-to-Low Subclass:** All members of the Class who incurred an additional Overdraft Fee as a result of GreenBank’s practice of Debit Re-sequencing all Debit Card Transactions received for settlement on any Saturday, Sunday, federal holiday, or weekday after GreenBank was closed, where the additional Overdraft Fee would not have been incurred if GreenBank had processed such transactions either chronologically or in order from lowest to highest dollar amount.

**Weekend and Holiday Batch Processing Sub-class:** All members of the Class who incurred an additional overdraft fee as a result of GreenBank’s practice of processing together all Debit Card Transactions received for settlement on a Saturday, Sunday, federal holiday, or weekday after GreenBank was closed with all Debit Card Transactions received for settlement on the following business day, collectively in order from highest to lowest dollar amount, where the additional Overdraft Fee would not have been incurred had GreenBank processed all such Debit Card Transactions, in order from highest to lowest dollar amount, separately in chronological date order based on the dates they were received for settlement.

Excluded from the Class are all current GreenBank officers and directors, and the Judge presiding over this Action.

12. The Court appoints Plaintiff, Amy Morton, as Class Representative.

13. The Court appoints the following law firms and lawyers as Class Counsel:

KOPELOWITZ OSTROW P.A.  
Jeffrey M. Ostrow, Esq.  
Jonathan M. Streisfeld, Esq.  
1 West Las Olas Boulevard  
Suite 500  
Fort Lauderdale, FL 33301

DARREN KAPLAN LAW FIRM, P.C.  
Darren T. Kaplan  
1359 Broadway  
Suite 2001  
New York, NY 10018

### Preliminary Approval of the Settlement

14. The purpose of preliminary evaluation of a proposed class action settlement is to determine whether the settlement is “fair, reasonable, and adequate.” *Int’l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. General Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007) (quoting Fed. R. Civ. P. 23(c)(1)(c)). *See also Newberg* § 11.26 (class action settlements must be within the “range of reasonableness”). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation (“Manual”), Third*, § 30.2 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted).

15. The Court preliminarily approves the Settlement, and the exhibits attached to the Motion, as fair, reasonable and adequate. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good-faith, arms’-length negotiations between the parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and



enter final judgment.

**Approval of Notice and Notice Program and Direction to Effectuate Notice**

16. The Court approves the form and content of the Notice to be provided to the Settlement Class, substantially in the forms appended as Exhibits 1-A, 1-B and 1-C to the Motion. The Court further finds that the Notice Program, described in Section VIII of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, their rights to opt-out of the Settlement Class, or their rights to object to the Settlement, Class Counsel's Fee Application and/or the request for Service Award for the Plaintiff. The Notice and Notice Program constitute sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Tennessee Rule of Civil Procedure 23 and the requirements of due process.

17. The Court directs that Epiq Class Action and Claim Systems, Inc. ("Epiq") act as the Settlement Administrator.

18. The Court directs that Hilsoft Notifications act as the Notice Administrator.

19. The Court directs that Epiq act as the Escrow Agent.

20. The Court directs that Epiq act as the Tax Administrator.

21. The Settlement Administrator and Notice Administrator shall implement the Notice Program, as set forth below and in the Settlement, using substantially the forms of Notice appended as Exhibits 1-A, 1-B and 1-C to the Motion and approved by this Order. Notice shall be provided to the Settlement Class members pursuant to the Notice Program, as specified in Section VIII of the Settlement and approved by this Order. The Notice Program shall include Mailed Notice, Emailed Notice (to the extent current email addresses are reasonably accessible

to Capital Bank), Published Notice, and Long-Form Notice on the Settlement Website, as set forth in the Settlement, the exhibits appended to the Motion, and below.

*Mailed Notice and Emailed Notice Programs*

22. The Settlement Administrator shall administer the Mailed Notice Program. Within 28 days from the date that the Settlement Administrator receives the data files that update the data for names and last known addresses of the identifiable Settlement Class members, as set forth in paragraph 88 of the Settlement, the Settlement Administrator shall run such addresses through the National Change of Address Database, and shall mail to all such Settlement Class members postcards that contain the Mailed Notice (the "Initial Mailed Notice"). To coordinate the Mailed Notice Program with the Published Notice Program, following its receipt of the data files described above, the Settlement Administrator shall promptly inform the Notice Administrator by email that it has received such data files.

23. The Settlement Administrator shall perform reasonable address traces for all Initial Mailed Notice postcards that are returned as undeliverable. No later than 70 days before the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Mailed Notice postcards to those Settlement Class members whose new addresses were identified as of that time through address traces (the "Notice Re-mailing Process").

24. The Mailed Notice Program (both the Initial Mailed Notice and the Notice Re-mailing Process) shall be completed no later than 70 days before the Final Approval Hearing. Within seven days after the date the Settlement Administrator completes the Notice Re-mailing Process, the Settlement Administrator shall provide Class Counsel an affidavit that confirms that the Mailed Notice Program was completed in a timely manner. Class Counsel shall file such affidavit with the Court in conjunction with Plaintiff's and Class Counsel's Motion for Final Approval of the Settlement.

25. All fees and costs associated with the Mailed Notice Program shall be paid from the Settlement Fund, as set forth in the Settlement.

26. In addition, Emailed Notice shall be provided to Settlement Class Members, to the extent their current email addresses are reasonably accessible to Capital Bank, no later than 70 days before the Final Approval Hearing.

*Published Notice Program*

27. The Notice Administrator shall administer the Published Notice Program in the manner and using the form of Published Notice agreed to by the Parties, and approved by the Court. The Published Notice Program shall be completed no later than 70 days before the Final Approval Hearing.

28. Within 7 days after the date the Notice Administrator completes the Published Notice Program, the Notice Administrator shall provide Class Counsel with one or more affidavits that confirm that Published Notice was given in accordance with the Published Notice Program. Class Counsel shall file such affidavit(s) with the Court in conjunction with Plaintiff's and Class Counsel's Motion for Final Approval of the Settlement.

29. All fees and costs associated with the Published Notice Program shall be from the Settlement Fund.

*Settlement Website and Toll-Free Settlement Line*

30. The Settlement Administrator shall establish a Settlement Website as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than the date of the Initial Mailed Notice. The Settlement Website shall include hyperlinks to the Settlement, the Long-Form Notice, this Order, and such other documents as Class Counsel and counsel for the Bank agree to post or that the Court orders posted on the

Settlement Website. These documents shall remain on the Settlement Website at least until at least until one year and 30 days following the commencement of distribution of the Net Settlement Fund to Settlement Class Members as provided in Section XII, or such other date as Class Counsel and Capital Bank may agree upon in writing.

31. The Settlement Administrator shall establish and maintain a toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the questions of Settlement Class members who call with or otherwise communicate such inquiries.

32. Epiq is directed to perform all other responsibilities under the Notice Program assigned to the Settlement Administrator in the Settlement.

33. Hilsoft Notifications is directed to perform all other responsibilities under the Notice Program assigned to the Notice Administrator in the Settlement.

#### Final Approval Hearing, Opt-Outs, and Objections

34. The Court directs that a Final Approval Hearing shall be scheduled for MARCH 7, 2017 [approximately 180 days from date of entry of Preliminary Approval Order], at 10:00 a.m./p.m., to assist the Court in determining whether to grant Final Approval to the Settlement and enter the Final Approval Order and Judgment, and whether Class Counsel's Fee Application and request for Service Award for the Class Representative should be granted. RTP

35. The Court directs that any person within the Settlement Class definition who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Long-Form Notice at any time during the Opt-Out-Period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period ("Opt-Out Deadline"), which is 35 days before the Final Approval Hearing, and mailed to the address indicated in the Long-form Notice, and must include:

- (i) the full name, telephone number and address of the person seeking to be excluded from the Settlement Class;
- (ii) a statement that such person wishes to be excluded from the GreenBank Settlement in *Morton v. GreenBank*, Chancery Court of Davidson County, Tennessee, for the Twentieth Judicial District, at Nashville, Case No. 11-135-IV; and
- (iii) the signature of the person seeking to be excluded from the Settlement Class.

The Opt-Out Deadline shall be specified in the Mailed Notice, Emailed Notice, Published Notice, and Long-Form Notice. All persons within the Settlement Class definition who do not timely and validly opt-out of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section XIV of the Settlement.

36. The Court further directs that any person in the Settlement Class who does not opt-out of the Settlement Class may object to the Settlement, Class Counsel's Fee Application and/or the request for a Service Award for the Class Representative. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and counsel for GreenBank, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be postmarked no later than the Opt-Out Deadline of 35 days before the Final Approval Hearing and must include the following information:

- (i) the case name, *Morton v. GreenBank*, Chancery Court of Davidson County, Tennessee, for the Twentieth Judicial District, at Nashville, Case No. 11-135-IV, and an indication that the objection is to the GreenBank Settlement;
- (ii) the objector's full name, address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Settlement

Class Member;

- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- (v) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- (vi) the identity of all counsel who represent the objector, 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;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- (x) a list of all persons who will be called to testify at the Final Approval Hearing in

support of the objection;

- (xi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (xii) the objector's signature (the objector's counsel's signature is not sufficient).

An objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. Class Counsel and/or GreenBank may conduct limited discovery, including depositions, on any objector consistent with the Tennessee Rules of Civil Procedure, no later than 14 days before the Final Approval Hearing.

37. If any objector intends to appear and/or testify at the Final Approval Hearing, the objector must also send a separate letter to the Settlement Administrator, Class Counsel, and Capital Bank's counsel, which contains:

- a. the objector's name, address and telephone number;
- b. a statement that this is the objector's "Notice of Intention to Appear" at the Final Approval Hearing for the GreenBank Settlement in *Amy Morton v. GreenBank*, Davidson County Chancery Court Docket No.: 11-135-IV;
- c. the reasons the objector wants to be heard;
- d. copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- e. the objector's signature.

**Further Papers In Support Of Settlement and Fee Application**

38. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, and Class Counsel shall file their Fee Application and request for a Service Award

for the Class Representative, no later than 56 days before the Final Approval Hearing.

39. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Fee Application no later than 14 days before the Final Approval Hearing. If GreenBank chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before the Final Approval Hearing.

**Effect of Failure to Approve the Settlement or Termination**

40. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order and Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement, including this Order preliminarily approving class settlement and conditionally certifying the Settlement Class, shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against the Bank or Plaintiff on any point of fact or law; and
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.



Stay/Bar of Other Proceedings

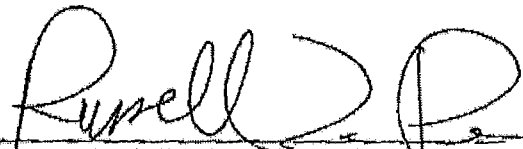
41. All proceedings in the Action are hereby stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action or proceeding in any court asserting any of the Released Claims.

42. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must precede it:

- (i) The Settlement Administrator shall establish the Settlement Website and toll-free telephone line as soon as practicable following Preliminary Approval, but no later than the date of the Initial Mailed Notice;
- (ii) <sup>ADM</sup> The Settlement Administrator shall complete the Mailed Notice Program no later than December 27 2016 [70 days before the Final Approval Hearing]; RTP
- (iii) <sup>ADM</sup> The Notice Administrator shall complete the Published Notice Program no later than December 27 2016 [70 days before the Final Approval Hearing]; RIP
- (iv) <sup>ADM</sup> The Settlement Administrator shall complete the Notice Program (which includes both the Mailed Notice Program and the Published Notice Program) no later than December 27 2016 [70 days before the Final Approval Hearing]; RTP
- (v) Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, and Class Counsel shall file their Fee Application and Request for Service Award for the Class Representative, no later than <sup>ADM</sup> January 10 2017 [56 days before the Final Approval Hearing]; RTP
- (vi) Settlement Class Members must file any objections to the Settlement, the Motion for

- Final Approval of the Settlement, Class Counsel's Fee Application and/or the Requests for Service Award no later than January 31<sup>AM</sup>, 2017 [35 days before the Final Approval Hearing]; RTP
- (vii) Settlement Class Members must submit requests for exclusion by opting-out from the Settlement no later than January 31<sup>AM</sup>, 2017 [35 days before the Final Approval Hearing]; RTP
- (viii) Class Counsel and/or GreenBank must conduct any discovery involving objectors no later than February 21<sup>AM</sup>, 2017 [14 days before Final Approval Hearing]; RTP
- (ix) Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and Fee Application no later than February 21<sup>AM</sup>, 2017 [14 days before the Final Approval Hearing]; RTP
- (x) If GreenBank chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it shall do so no later than February 21<sup>AM</sup>, 2017 [14 days before the Final Approval Hearing]; and RTP
- (xi) The Final Approval Hearing will be held on March 7<sup>PM</sup>, 2017 [approximately 180 days from date of entry of Preliminary Approval Order], at 10:00<sup>AM</sup> a.m./p.m. in Courtroom 411 of the Davidson County Courthouse in Nashville, Tennessee. RTP

DONE AND ORDERED in Nashville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

  
 \_\_\_\_\_  
 RUSSELL T. PERKINS  
 CHANCELLOR

cc: All Counsel of Record