

If You Paid Overdraft Fees to GreenBank, 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 \$1.5 million Settlement has been reached in a class action about the order in which GreenBank posted Debit Card and ATM transactions to consumer Accounts and the alleged effect the posting order had on the number of Overdraft Fees charged to Account holders. GreenBank maintains that there was nothing wrong with the posting process it used and that it complied, at all times, with applicable laws and regulations and the terms of the account agreements with its customers.
- Former holders of GreenBank consumer checking Accounts (whether or not those Accounts have been converted into Capital Bank accounts) are eligible for a payment or Account credit from the Settlement Fund.
- The Settlement Class includes all GreenBank consumer Account Holders in the United States who, from February 1, 2005 to June 30, 2011, incurred an overdraft fee as a result of GreenBank's Debit Card Transaction processing method, including its former practice of Debit Re-Sequencing. There are two subclasses in the Settlement Class and they include individuals who incurred overdraft fees as a result of GreenBank's former practices of: (1) Weekend and Holiday High-to-Low posting; and/or (2) Weekend and Holiday Batch Processing.
- 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 GreenBank or its successor in interest, Capital Bank, 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 GreenBank or Capital Bank 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 1-844-749-5067 or visit www.GreenBankOverdraftLitigation.com

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

1. Why is there a notice?
2. What is this lawsuit about?
3. What do “Account,” “Overdraft Fee,” “Debit Card,” “Debit Card Transaction,” “Weekend and Holiday High-to-Low Processing,” “Weekend and Holiday Batch Processing,” and “Debit Re-sequencing” mean?
4. Why is this a class action?
5. Why is there a Settlement?

WHO IS IN THE SETTLEMENT..... PAGE 4

6. Who is included in the Settlement?

THE SETTLEMENT’S BENEFITS..... PAGE 5

7. What does the Settlement provide?
8. How do I receive a payment or Account credit?
9. What am I giving up to stay in the Settlement Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 5

10. How do I get out of the Settlement?
11. If I do not exclude myself, can I sue GreenBank or Capital Bank for the same thing later?
12. If I exclude myself from the Settlement, can I still receive a payment?

THE LAWYERS REPRESENTING YOU..... PAGE 6

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT PAGE 6

15. How do I tell the Court that I don’t like the Settlement?
16. What’s the difference between objecting and excluding?

THE COURT’S FINAL APPROVAL HEARING..... PAGE 7

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

IF YOU DO NOTHING PAGE 8

20. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 8

21. How do I get more information?

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.

Chancellor Russell T. Perkins of the Tennessee Chancery Court for the Twentieth Judicial District at Nashville is overseeing this case. The case is known as *Amy Morton v. GreenBank*, Davidson County Chancery Court Docket No.: 11:135-IV, (the “Action”). The person who sued is called the “Plaintiff.” The Defendant is GreenBank.

2. What is this lawsuit about?

The lawsuit claims that GreenBank’s former Debit Card Transaction posting order practices of Debit Re-Sequencing, Weekend and Holiday High-to-Low Posting, and Weekend and Holiday Batch Processing resulted in an increased number of Overdraft Fees assessed to Account holders. The complaint is posted on the Settlement Website and contains all of the allegations and claims asserted against GreenBank. GreenBank maintains that there was nothing wrong with the posting orders it used, 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,” “Debit Card Transaction,” “Weekend and Holiday High-to-Low Processing,” “Weekend and Holiday Batch Processing,” and “Debit Re-sequencing” mean?

“**Account**” means any consumer checking account maintained by GreenBank in the United States linked to and/or accessible by a Debit Card during the Class Period.

“**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 balances from other accounts are excluded.

“**Debit Card**” means a card, sticker, tag, or device issued or provided by GreenBank, including a debit card, check card, or automated teller machine (“ATM”) card that was or could have been 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.

“**Weekend and Holiday High-to-Low Posting**” means GreenBank’s former practice of Debit Re-sequencing all Debit Card Transactions received for settlement on any Saturday, Sunday, federal holiday, or weekday after GreenBank was closed.

“**Weekend and Holiday Batch Processing**” means GreenBank’s former practice of processing together all Debit Card Transactions received for settlement on any 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.

“**Debit Re-sequencing**” means GreenBank’s former practice of ordering an Account’s Debit Card Transactions during overnight processing in highest to lowest dollar amount.

4. Why is this a class action?

In a class action, one or more people called class representatives (in this case, Plaintiff Amy Morton) sue on behalf of people who have similar claims. The people included in the class action are called

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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.

5. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiff or GreenBank. 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 Representative 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?

The Settlement Class includes all GreenBank consumer Account Holders in the United States who, from February 1, 2005 to June 30, 2011, incurred an overdraft fee as a result of GreenBank's Debit Card Transaction processing method, including its former practice of Debit Re-Sequencing. There are two subclasses in the Settlement Class and they include individuals who incurred overdraft fees as a result of GreenBank's former practices of: (1) Weekend and Holiday High-to-Low posting; and/or (2) Weekend and Holiday Batch Processing.

The subclasses are defined as follows:

1. **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.
2. **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.

In order to have incurred an Overdraft Fee as a result of GreenBank's former practices of Debit Re-sequencing, Weekend and Holiday High-to-Low Posting, or Weekend and Holiday Batch Processing, you must have had two or more Overdraft Fees assessed during the time period listed above as a result of Debit Card and ATM transactions that GreenBank received for settlement on a Saturday, Sunday, and/or weekday after GreenBank was closed. 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?

GreenBank's successor in interest, Capital Bank, has agreed to establish a Settlement Fund of \$1.5 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 Award to the Class Representative. 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. Additionally, GreenBank discontinued Debit Re-Sequencing, Weekend and Holiday High-to-Low Posting, and Weekend and Holiday Batch Processing, and its successor in interest, Capital Bank, has agreed not to use either processing method for a period of at least 36 months from the Effective Date under the Settlement Agreement; provided however, that nothing in the Settlement Agreement shall require Capital Bank to implement any practices, or to maintain any practice, if any newly-enacted or newly-issued statutes, regulations, regulatory guidance, regulatory staff interpretations, judicial decisions, or other pronouncements or opinions of any regulatory, legislative, administrative, or judicial body indicate that Debit Re-Sequencing, Weekend and Holiday High-to-Low Posting, or Weekend and Holiday Batch Processing, or both, are proper, permissible, or recommended, nor shall anything in this Agreement require Capital Bank to act contrary to the directives or recommendations of any regulatory authority or bank examiner.

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 the Settlement Fund based on the amount of eligible Overdraft Fees you paid as a result of GreenBank's Debit Card Transaction processing methods during the period covered by the Settlement.

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 GreenBank or its successor in interest, Capital Bank, 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.GreenBankOverdraftLitigation.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue GreenBank or Capital Bank 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 GreenBank Overdraft Settlement; and
- Your signature.

Questions? Call 1-844-749-5067 or visit www.GreenBankOverdraftLitigation.com

You must mail your exclusion request, postmarked no later than **March 13, 2018**, to:

GreenBank Overdraft Settlement
P.O. Box 6659
Portland, OR 97228-6659

11. If I do not exclude myself, can I sue GreenBank or Capital Bank for the same thing later?

No. Unless you exclude yourself, you give up the right to sue GreenBank or Capital Bank 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:

Jeffrey M. Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Ft. Lauderdale, FL 33301	Darren T. Kaplan Darren Kaplan Law Firm, P.C. 1359 Broadway, Suite 2001 New York, NY 10018
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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 \$5,000.00 for the Class Representative be paid from the Settlement Fund for his 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 GreenBank Overdraft Litigation;
- Your printed or typed full name, address and telephone number;
- An explanation of why you claim to be a Settlement Class Member;
- All grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;

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- 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 and law firm(s) who represent you, including any former or current counsel or law firm(s) 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 prior objections of your counsel or law firm(s) 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;
- 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 13, 2018**.

<p style="text-align: center;">Clerk of the Court Davidson County Chancery Court 1 Public Square, Suite 308 Nashville, Tennessee 37201</p>	<p style="text-align: center;">GreenBank Overdraft Settlement P.O. Box 6659 Portland, OR 97228-6659</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;">Anthony J. McFarland Bass Berry & Sims PLC 150 Third Avenue South, Suite 2800 Nashville, Tennessee 37201</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 Representative. 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 8:30 a.m. on **April 17, 2018**, at the Davidson County Courthouse, located at 1 Public Square, Suite 308, Room 411, Nashville, Tennessee 37201. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.GreenBankOverdraftLitigation.com for updates. At this hearing, the Court will consider

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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 Representative. 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.GreenBankOverdraftLitigation.com for updates.

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 submit a timely objection to the Settlement and 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 GreenBank Settlement in *Amy Morton v. GreenBank*, Davidson County Chancery Court Docket No.: 11-135-IV;
- 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 13, 2018**, 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 GreenBank or Capital Bank 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.GreenBankOverdraftLitigation.com. You may also write with questions to GreenBank Overdraft Settlement, P.O. Box 6659, Portland, OR 97228-6659, or call the toll-free number, 1-844-749-5067. Do not contact GreenBank, Capital Bank, or the Court for information.

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