

If You Paid Overdraft Fees to Citizens Bank*, You May be Eligible for a Payment from a Class Action Settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A \$137.5 million Settlement has been reached in several class action lawsuits about the order in which RBS Citizens Bank, N.A. and Citizens Bank of Pennsylvania (“Citizens”) posted Debit Card Transactions to consumer deposit accounts, and the effect the posting order had on the number of overdraft fees the bank charged its account holders. Citizens maintains there was nothing wrong about the posting process used. The Court has not decided which side is right.
- Current and former holders of Citizens and Charter One (a brand name of RBS Citizens, N.A.) consumer deposit accounts may be eligible for a payment or account credit from the Settlement Fund.
- Settlement Fund payments also may be available to former holders of consumer deposit accounts with Mellon Bank’s former Mid-Atlantic Franchise Branches (PA, DE, NJ), Medford Savings Bank (MA), Commonwealth Bank (PA), CambridgePort Bank (MA), Community National Bank (MA), Roxborough-Manayunk Bank (PA, DE), Charter One Bank, N.A., GreatBank (IL), GreatBank Chicago, or First National Bank (IL) (collectively, the “Acquired Banks”). This Settlement applies to any overdraft fees charged to accounts at the Acquired Banks from January 1, 2002 until the earlier of the time those accounts were transferred to Citizens or the accounts were closed.
- The Settlement offers payments or account credits to people who paid overdraft fees as a result of Citizens posting Debit Card Transactions in order from highest to lowest dollar amount between January 1, 2002 and August 13, 2010.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

| | |
|--|---|
| GET PAYMENT OR ACCOUNT CREDIT AUTOMATICALLY | If you are eligible for a payment or account credit for overdraft fees charged by Citizens between January 1, 2002 and August 13, 2010, and/or Charter One between July 25, 2005 and August 13, 2010, you do not have to do anything to receive a payment or account credit. Your payment or account credit will be made automatically if the Court approves the Settlement and it becomes final. |
| SUBMIT A CLAIM FORM | By submitting a Claim Form, some Settlement Class Members may receive payments based on overdraft fees charged between January 1, 2002 and August 27, 2007 to accounts at the Acquired Banks. Claim dates for each Acquired Bank are set forth below. |
| EXCLUDE YOURSELF | Get no benefits from the Settlement. This is the only option that allows you to participate in any other lawsuit against Citizens about the claims in this case. |
| OBJECT | Write to the Court if you do not like the Settlement. |
| GO TO A HEARING | Ask to speak in Court about the fairness of the Settlement. |
| DO NOTHING | You will still receive any automatic payment or account credit to which you are entitled, and you will give up your right to participate in further litigation against Citizens 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. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

* Citizens Bank refers to RBS Citizens, N.A., Citizens Bank of Pennsylvania, and the accounts referred to in the third bullet of this page and in the answer to Question 13 below.

**QUESTIONS? CALL 1-888-273-0426 OR VISIT WWW.CITIZENOVERDRAFTSETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.**

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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 a proposed Settlement of these class action lawsuits and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuits, the Settlement, and your legal rights.

Senior Judge James Lawrence King of the United States District Court for the Southern District of Florida is overseeing this case. This litigation is known as *In re: Checking Account Overdraft Litigation*, No. 1:09-md-02036-JLK. The people who sued are called the “Plaintiffs.” Citizens is the “Defendant.”

2. What is this litigation about?

The lawsuits concern whether Citizens posted Debit Card Transactions in order from highest to lowest dollar amount to maximize the number of overdraft fees assessed to its customers. The lawsuits claim that, instead of declining transactions when an account had insufficient funds to cover a purchase, Citizens authorized the transactions and then processed them in highest to lowest dollar order, which had the effect of increasing the number of overdraft fees the bank charged its customers.

The complaints in the lawsuits are posted on the website www.CitizensOverdraftSettlement.com and contain all of the allegations and claims asserted against Citizens. Citizens maintains there was nothing wrong about its approval of transactions or the posting process used.

3. What is an overdraft fee?

An overdraft fee is any fee assessed to an account as a result of paying an item when the account has an insufficient available balance to cover the item. Fees charged to transfer balances from other accounts are excluded.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, 11 Citizens customers who were assessed overdraft fees) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class.”

5. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Citizens. Instead, both sides have agreed to a 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 proposed Settlement does not mean that any law was broken or that Citizens did anything wrong. Citizens denies all legal claims in this case. Class Representatives and their lawyers think the proposed Settlement is best for everyone who is affected.

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WHO IS PART OF THE SETTLEMENT

If you received notice of the Settlement by a postcard addressed to you, then you are a Settlement Class Member. But even if you did not receive a postcard, you may be a Settlement Class Member, as described below.

6. Who is included in the Settlement?

You are a member of the Settlement Class if you:

- Had a Citizens consumer deposit account that you could access with a Citizens debit card anytime between January 1, 2002 and August 13, 2010, and/or had a Charter One consumer deposit account that you could access with a Charter One debit card any time between July 25, 2005 and August 13, 2010; and/or
- Had an Acquired Bank consumer deposit account that you could access with a debit card between January 1, 2002 and August 27, 2007; and
- Were charged one or more overdraft fees as a result of posting Debit Card Transactions from highest to lowest dollar amount.

To be included in the Settlement Class, you must have had two or more overdraft fees caused by debits posted to your account on a single day during the time period listed above.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at www.CitizensOverdraftSettlement.com or call the toll free number, 1-888-273-0426. You may also send questions to the Settlement Administrator at info@CitizensOverdraftSettlement.com or Citizens Overdraft Settlement, P.O. Box 3410, Portland, OR 97208-3410.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members. Citizens will pay \$137,500,000 to a Settlement Fund to make payments to eligible Settlement Class Members, as well as to pay for attorneys' fees, costs, and expenses, and special service payments to the 11 Class Representatives who initiated the lawsuit (see Question 21). Citizens also has agreed that, for a period of at least three years after certain of its systems are reconfigured, it will change the order in which it posts Debit Card Transactions to customer accounts (see Question 11). Citizens may change its posting order at any time to comply with any applicable statute, regulation, judicial order, regulator guidance, order, or request, or otherwise with the agreement of its regulators. Finally, Citizens has agreed to pay costs associated with administering the Settlement. If there are any funds remaining in the Settlement Fund after payments are made to Settlement Class Members, and for attorneys' fees, costs, and expenses, and service payments to the Class Representatives, all remaining funds will be distributed to nonprofit organizations agreed upon by Class Counsel and Citizens and approved by the Court.

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9. How much will my payment be?

Any payment you are eligible to receive will be based on the number of overdraft fees charged to your Citizens, Charter One, or Acquired Bank consumer deposit account as a result of posting Debit Card Transactions high to low between January 1, 2002 and August 13, 2010. It is not possible to know at this point how much any Settlement Class Member's payment from the Settlement will be. Payments will be based on the number of people in the Settlement Class and the amount of additional overdraft fees each Settlement Class Member paid as a result of the highest to lowest dollar posting order. Only a small percentage of all overdraft fees that were charged by Citizens, Charter One, or the Acquired Banks were affected by high to low posting. So, not every overdraft fee that was charged is eligible for payment under this Settlement.

10. When will I receive my payment?

Settlement Class Members who are entitled to automatic payments and/or submit valid claims will receive their payments, either by account credit or by check, only after the Court grants final approval to the Settlement and after any appeals are resolved (see "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

11. What other benefits does the Settlement provide?

Citizens also has agreed to implement the following change to its business practices: Subject to changes to comply with applicable statutes, regulations, judicial authority, regulator guidance, order, or request, or otherwise with the agreement of its regulators, Citizens will change the order in which it posts Debit Card Transactions to customer accounts for a period of at least three years beginning after certain of its systems are reconfigured. Upon implementation, Citizens will post debit card transactions in chronological order (based on the date and time stamp information provided to Citizens) before posting check or automatic clearing house ("ACH") transactions.

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

Unless you exclude yourself from the Settlement, you cannot sue or bring a claim against Citizens, or be part of any other lawsuit against Citizens about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at www.CitizensOverdraftSettlement.com and describes the claims that you give up if you remain in the Settlement.

HOW TO RECEIVE A PAYMENT

13. How can I receive a payment?

Payments will be made in two ways, depending on the dates overdraft fees were charged to your Citizens account.

| TYPE OF PAYMENT | ACCOUNT ORIGIN | OVERDRAFT FEE CHARGED TIME PERIOD | ACTION REQUIRED BY YOU |
|-----------------|--|---|--|
| Automatic | All Citizens accounts (including accounts from Acquired Banks after conversion to Citizens accounts) | January 1, 2002 through August 13, 2010 | None-Payment will be made <i>automatically</i> |

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| TYPE OF PAYMENT | ACCOUNT ORIGIN | OVERDRAFT FEE CHARGED TIME PERIOD | ACTION REQUIRED BY YOU |
|------------------------|---|---|--|
| Automatic | All Charter One accounts | July 25, 2005 through August 13, 2010 | None-Payment will be made <i>automatically</i> |
| Non-Automatic | Mellon Bank's former Mid-Atlantic Franchise Branches (PA, DE, NJ) accounts* | January 1, 2002 through August 15, 2002 | File a Claim Form (see Questions 14 and 15) |
| Non-Automatic | Medford Savings Bank (MA) accounts* | January 1, 2002 through December 14, 2002 | File a Claim Form (see Questions 14 and 15) |
| Non-Automatic | Commonwealth Bank (PA) accounts* | January 1, 2002 through March 14, 2003 | File a Claim Form (see Questions 14 and 15) |
| Non-Automatic | CambridgePort Bank (MA) accounts* | January 1, 2002 through August 22, 2003 | File a Claim Form (see Questions 14 and 15) |
| Non-Automatic | Community National Bank (MA) accounts* | January 1, 2002 through December 12, 2003 | File a Claim Form (see Questions 14 and 15) |
| Non-Automatic | Roxborough-Manayunk Bank (PA, DE) accounts* | January 1, 2002 through February 6, 2004 | File a Claim Form (see Questions 14 and 15) |
| Non-Automatic | Charter One Bank, N.A. accounts* | January 1, 2002 through July 25, 2005 | File a Claim Form (see Questions 14 and 15) |
| Non-Automatic | GreatBank (IL), GreatBank Chicago, and First National Bank (IL) accounts* | January 1, 2002 through August 27, 2007 | File a Claim Form (see Questions 14 and 15) |

* Acquired Banks

Automatic Payments:

Settlement Class Members who were charged overdraft fees during the time period for automatic payments due to posting of Debit Card Transactions from highest to lowest dollar amount will receive payments automatically from the Settlement, either as account credits (if the Settlement Class Member still holds the Citizens or Charter One account) or in the form of a check (if the Settlement Class Member no longer holds the Citizens account).

If you are entitled to an automatic payment for overdraft fees charged to your account, you do not have to do anything to receive that payment. As long as you do not exclude yourself from the Settlement (see Question 17), the payment will be made automatically, either by a credit to your Citizens or Charter One account or (if you no longer have that Citizens or Charter One account) by check mailed to you at the address Citizens or Charter One has on file. Please contact the Settlement Administrator if you change your address.

Non-Automatic Payments:

Settlement Class Members who were charged overdraft fees during the time periods for non-automatic payments due to posting of Debit Card Transactions from highest to lowest dollar amount may receive payments from the Settlement by submitting a Claim Form (see Question 15). The Claims Period for former holders of accounts at the Acquired Banks is from January 1, 2002 through August 27, 2007.

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14. Can I get an automatic payment and submit a claim?

Yes. If you have eligible overdraft fees in more than one time period, it is possible to get an automatic payment and submit a claim for a non-automatic payment. As long as the overdraft fees charged to your account meet the conditions outlined for non-automatic payments in Question 13, you may submit a claim. For example, assume a Settlement Class Member incurred overdraft fees as a result of high to low posting both on an account at an Acquired Bank and on that account after it was converted to a Citizens account. The Settlement Class Member would receive an automatic payment for the time the account was with Citizens, and the Settlement Class Member may submit a claim for the period the account was with the Acquired Bank. In the event a Settlement Class Member submits a claim for overdraft fees covered by the automatic payment time period, the Settlement Class Member will receive an automatic time payment the amount determined for the automatic payment time period.

15. How do I submit a claim for a non-automatic payment?

You can submit a claim online or by mail. You can view and print a paper Claim Form at www.CitizensOverdraftSettlement.com. You can also request that a Claim Form be mailed to you by calling 1-888-273-0426, by emailing your request to the Settlement Administrator at info@CitizensOverdraftSettlement.com, or by writing to the Settlement Administrator at Citizens Overdraft Settlement, PO Box 3410, Portland, OR 97208-3410.

If you submit a claim, you also must provide documents (account statements) supporting your claim. For each overdraft fee for which you are asking for a payment, you must provide: (1) the monthly account statement showing the transaction that caused the fee to occur; (2) (if different) the account statement on which the fee appeared; and (3) the account statement after the one on which the fee appeared. If the overdraft fees were charged to your account on more than three different days, you must also submit a worksheet explaining why you believe those fees were charged due to the posting of Debit Card Transactions from highest to lowest dollar amount. The Settlement Administrator may require you to provide additional documents.

Claims must be postmarked or uploaded to the website no later than January 31, 2013 and paper claims must be mailed to:

Citizens Overdraft Settlement
PO Box 3410
Portland, OR 97208-3410

Claims can be submitted only for eligible overdraft fees charged to your account during the applicable Claims Period. Payments for overdraft fees in other periods will all be made automatically without any need to submit a claim. Any Claim Form requesting a payment based on overdraft fees charged outside the applicable Claims Period may or may not be considered. However, you may submit a claim based on overdraft fees charged to your account during the Claims Period even if you think you may also be entitled to an automatic payment.

16. How will my claim be decided?

After you submit your claim, the Settlement Administrator will analyze your claim and your supporting documents (including, if applicable, your worksheet) to confirm whether you are entitled to a payment. If your application is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your claim. If you do not, your claim will be denied. If the overdraft fees that are the subject of your claim were charged to your account during the Claims Period due to the posting of Debit Card Transactions from highest to lowest dollar amount, and would not have been charged under the alternative method used for the Settlement calculation, you will be eligible for a payment.

The Settlement Agreement, available at www.CitizensOverdraftSettlement.com, provides more detail on how claims will be decided.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue Citizens about the legal issues in this case, 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.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to the Settlement Administrator. Your request must include:

- Your name, address, telephone number and account number;
- A statement that you want to be excluded from the Citizens Settlement in *In re: Checking Account Overdraft Litigation*, 1:09-md-2036-JLK; and
- Your signature.

You must mail your exclusion request, postmarked no later than January 31, 2013, to Citizens Overdraft Settlement, P.O. Box 3410, Portland, OR 97208-3410. You cannot ask to be excluded on the phone, by email or at the website.

18. If I do not exclude myself, can I sue Citizens for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Citizens for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to maintain your own lawsuit or arbitration.

19. If I exclude myself, can I still get a payment?

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

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the case?

The Court has appointed as Settlement Class Counsel a number of lawyers to represent all Settlement Class Members. They include:

| | | | |
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| Bruce S. Rogow, Esq. BRUCE S. ROGOW, P.A. Broward Financial Center 500 East Broward Blvd., Suite 1930 Fort Lauderdale, FL 33394 | Aaron S. Podhurst, Esq. PODHURST ORSECK, P.A. 25 West Flagler Street, Suite 800 Miami, FL 33130 | Robert C. Gilbert, Esq. GROSSMAN ROTH, P.A. 2525 Ponce de Leon Blvd., Suite 1150 Coral Gables, FL 33134 | Ted E. Trief, Esq. TRIEF & OLK 150 East 58th Street, 34th Floor New York, NY 10155 |
|--|---|---|--|

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will the lawyers be paid?

Class Counsel intend to request up to 30 percent of the value of the Settlement Fund for attorneys' fees, plus reimbursement of the costs and expenses of prosecuting the class action. The Court will decide the amount of fees to award. Class Counsel will also request that special service payments of \$10,000 each, or \$5,000 each for married couples, be paid from the Settlement

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Fund to the 11 Class Representatives for their service as representatives on behalf of the whole Settlement Class. Attorneys' fees and expenses and service payments awarded by the Court will be paid out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

22. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses, and/or the special service payments to the 11 Class Representatives. To object, you must submit a letter that includes the following:

- Your name, address and telephone number;
- A statement saying that you object to the Citizens Settlement in *In re: Checking Account Overdraft Litigation*, 1:09-md-02036-JLK;
- The reasons you object to the Settlement, along with any supporting materials;
- Information about other objections you or your lawyer have made in other class action cases; and
- Your signature.

The specific requirements to object to the Settlement are described in detail in the Settlement Agreement in paragraphs 86 and 87. You must mail your objection to each of the following four addresses, and your objection must be postmarked by January 31, 2013:

| | | | |
|---|---|---|--|
| Clerk of the Court U.S. District Court for the Southern District of Florida James Lawrence King Federal Justice Building 99 Northeast Fourth Street Miami, FL 33128 | Citizens Overdraft Settlement P.O. Box 3410 Portland, OR 97208-3410 | Robert C. Gilbert, Esq. GROSSMAN ROTH, P.A. 2525 Ponce de Leon Blvd., Suite 1150 Coral Gables, FL 33134 | David F. Adler, Esq. JONES DAY North Point 901 Lakeside Avenue Cleveland, OH 44114 |
|---|---|---|--|

23. What is the difference between objecting and asking to be excluded?

Objecting is simply 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. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to do so.

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

The Court has scheduled a Final Approval Hearing on March 7, 2013 at 10:00 a.m. at the United States District Court for Southern District of Florida, Miami Division, located at James Lawrence King Federal Justice Building, 99 Northeast Fourth Street, 11th Floor, Miami, FL 33128. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.CitizensOverdraftSettlement.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. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

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25. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend the hearing 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 submitted your written objection on time, to the proper addresses, and it complies with the other requirements described in paragraphs 86 and 87 of the Settlement Agreement, the Court will consider it. You also may pay your own lawyer to attend, but it is not necessary.

26. 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 be heard. 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 Citizens Settlement in *In Re: Checking Account Overdraft Litigation*, 1:09-md-02036-JLK;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that you will present to the Court; and
- Your signature.

You must send copies of your Notice of Intention to Appear, postmarked by January 31, 2013, to all four addresses listed in Question 22. You cannot speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.CitizensOverdraftSettlement.com. You also may write with questions to the Settlement Administrator at Citizens Overdraft Settlement, P.O. Box 3410, Portland, OR 97208-3410, call the toll-free number, 1-888-273-0426, or send an e-mail to info@CitizensOverdraftSettlement.com.

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