

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
JONESBORO DIVISION**

MAY 13 2019

JAMES W. McCORMACK, CLERK
By: *Julie Kennedy* **DEP. CLERK**

DONALD TANNEHILL, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

SIMMONS BANK,

Defendant.

Civil Action No. 3:19-cv-00140 DPM

JURY TRIAL DEMANDED

This case assigned to District Judge MARSHALL
and to Magistrate Judge HARRIS

CLASS ACTION COMPLAINT

Plaintiff Donald Tannehill, on behalf of himself and all persons similarly situated, alleges the following based on personal knowledge as to allegations regarding Plaintiff and on information and belief as to other allegations.

INTRODUCTION

1. Plaintiff brings this action on behalf of himself and classes of all similarly situated consumers against Defendant Simmons National Bank ("Simmons" or "Bank") arising from the Bank's routine practices of (a) assessing more than one insufficient funds fee ("NSF Fee") on the same item and charging *both* NSF Fees and overdraft fees ("OD Fees") on the same item; and (b) assessing *three* out-of-network ATM Fees ("OON Fees") on out-of-network ATM withdrawals immediately preceded by a purported "balance inquiry."

2. These practices breach contractual promises; violate the covenant of good faith and fair dealing; and/or result in the Bank being unjustly enriched.

3. Simmons's customers have been injured by the Bank's improper practices to the tune of millions of dollars bilked from their accounts in violation of their agreements with Simmons.

4. On behalf of himself and the Classes, Plaintiff seeks damages, restitution, and injunctive relief for Defendant's violations as set forth more fully below.

PARTIES

5. Donald Tannehill is a resident of Niangua, Missouri, and holds a Simmons checking account.

6. Defendant Simmons is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative Classes. Simmons has its headquarters in Pine Bluff, Arkansas. Simmons has \$16.5 billion in assets and provides banking services to customers through 230 bank branches in the states of Arkansas (84 branches), Colorado (3 branches), Illinois (4 branches), Kansas (6 branches), Missouri (45 branches), Oklahoma (18 branches), Tennessee (48 branches), and Texas (22 branches). Simmons is the third largest bank in Arkansas based on total deposits. Simmons operates banking centers, and thus conducts business, throughout the State of Arkansas, including three branches in Jonesboro.

JURISDICTION AND VENUE

7. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because (1) the proposed classes are comprised of at least 100 members; (2) proposed class members reside in at least eight states, meaning at least one member of the proposed classes resides outside of Arkansas; and (3) the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Simmons is subject to personal jurisdiction here and regularly conducts business in this District, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. SIMMONS CHARGES MORE THAN ONE NSF FEE ON THE SAME ITEM AND CHARGES BOTH NSF FEES AND OD FEES ON THE SAME ITEM

9. As alleged more fully herein, Simmons's "TERMS AND CONDITIONS OF YOUR ACCOUNT" ("Deposit Agreement") allows it to charge a *single* \$35 NSF Fee or a *single* \$35 OD Fee when an item, including an electronic payment item, is returned for insufficient funds or paid into insufficient funds.

10. Simmons breaches its contract when it charges more than one \$35 NSF Fee on the same item, since the contract explicitly states—and reasonable consumers understand—that the same item can only incur a single NSF or OD Fee.

11. The Bank similarly breaches its contract when it charges both a \$35 NSF Fee (or multiple NSF Fees) and a \$35 OD Fee on the same item since the contract explicitly states—and reasonable consumers understand—that the same item cannot incur both types of fees.

12. This abusive practice is not universal in the financial services industry. Indeed, major banks like Chase—the largest consumer bank in the country—do not undertake the practice of charging more than one NSF Fee on the same item when it is reprocessed. Instead, Chase charges one NSF Fee even if an item is resubmitted for payment multiple times.

13. Simmons's Deposit Agreement never discloses this practice. To the contrary, the Deposit Agreement indicates it will only charge a single NSF Fee or OD Fee on an item.

A. Plaintiff Tannehill's Experience.

14. In support of his claims, Plaintiff Tannehill offers an example of fees that should not have been assessed against his checking account. As alleged below, Simmons: (a) reprocessed a previously declined transaction two additional times; and (b) charged an additional fee upon reprocessing, for a total assessment of *three fees on a single item*.

15. On October 17, 2018, Plaintiff Tannehill attempted an electronic payment to Planet Fitness in the amount of \$23.84.

16. Simmons rejected payment of that transaction due to insufficient funds in Plaintiff's account and charged him a \$35 NSF Fee for doing so. Plaintiff does not dispute the initial fee, as it is allowed by Simmons's Deposit Agreement.

17. Unbeknownst to Plaintiff, and without his request to Simmons to reprocess the item, however, twelve days later, on October 29, 2018, Simmons processed the same transaction yet again, and again Simmons rejected the transaction due to insufficient funds and charged Plaintiff *another* \$35 NSF Fee.

18. Unbeknownst to Plaintiff, and without his request to Simmons to reprocess the item, on November 19, 2018, Simmons processed the same transaction yet again, and this time Simmons paid the transaction into insufficient funds and charged Plaintiff a \$35 OD Fee for doing so.

19. *In sum, Simmons assessed Plaintiff \$105 in fees in its effort to process a single payment of \$24.84—a payment it could have simply made is the first instance into overdraft and charged one fee.*

20. Plaintiff understood the payment to be a single item as is laid out in Simmons's contract, capable at most of receiving a single NSF Fee (if Simmons returned it) or a single OD Fee (if Simmons paid it).

B. The Imposition of Multiple NSF Fees on a Single Transaction Violates Simmons's Express Promises and Representations.

21. Simmons's Deposit Agreement states that a singular NSF Fee can be assessed on checks, ACH debits, and electronic payments.

22. Simmons's Deposit Agreement and Fee Schedule state that it will charge *\$35 per item* that is returned due to insufficient funds.

23. According to the Fee Schedule, at most a *single* fee will be assessed when an "item" is returned or paid into overdraft:

A fee may be imposed if you overdraw your account. When you write a check, withdraw money in person or from an ATM, use your debit card to make a purchase, or make an automatic bill payment or other electronic payment for more than the amount in your account; you overdraw your account. Simmons Bank has the choice to either pay the item or not. If we pay even though you don't have the money in your account; you may be charged a Paid Item Fee (Overdraft Fee). If we return your item without paying it you may be charged a Return Item Fee (Insufficient Funds (NSF) Fee [sic]. (Exceptions: Paid Item/Overdraft and Return Item/Insufficient Funds Fees are not charged on Affordable Advantage Checking accounts.)

[...]

Paid Item/Overdraft Fees on consumer accounts will not exceed \$210.00 on any one given day.

Paid Item/Overdraft Fee	Non-Customer	Customer
Per Item	Not offered	\$35.00

[...]

Return Item/Insufficient Funds (NSF) Fee	Non-Customer	Customer
Per Item	Not offered	\$35.00

Fee Schedule, p. 5 (Exh. A hereto).

24. The same “check...automatic bill payment or other electronic payment” on an account cannot conceivably become a new item each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff took no action to resubmit the item.

25. There is zero indication anywhere in the Deposit Agreement that the same “check...automatic bill payment or other electronic payment” is eligible to incur multiple NSF Fees.

26. Even if Simmons reprocesses an instruction for payment, it is still the same “check...automatic bill payment or other electronic payment.” The Bank’s reprocessing is simply another attempt to effectuate an accountholder’s original order or instruction.

27. Indeed, the language quoted above makes clear that it is the action of the accountholder, and only the accountholder, that creates an item: “When you write a check, withdraw money in person or from an ATM, use your debit card to make a purchase, or make an automatic bill payment or other electronic payment...” As alleged herein, Plaintiff took only a single action to make a single payment; he may therefore be charged only a single fee.

28. Moreover, by expressly linking OD Fees and NSF Fees in the disclosure, Simmons bolsters the reasonable assumption that only a single fee can be assessed on an item. Here’s why: For an item charged an “overdraft fee” and thus paid into overdraft, there is no chance it can be subject to reprocessing and thus no chance it could be subject to a second or third fee, since it has already been paid. No reasonable contract reading could allow the *other* fee mentioned in the disclosure—the NSF Fee—to be treated so differently and assessed two or three times on the same item.

29. The disclosures described above never discuss a circumstance where Simmons may assess multiple NSF Fees for an item that was returned for insufficient funds and later

reprocessed one or more times and returned again (incurring an NSF Fee) or paid (incurring an OD Fee).

30. In sum, Simmons promises that one \$35 NSF Fee or one \$35 OD Fee will be assessed per ACH debit or check, and these terms must mean all iterations of the same instruction for payment. As such, Simmons breached the contract when it charged more than one fee per item.

31. Reasonable consumers understand any given authorization for payment to be one, singular “check...automatic bill payment or other electronic payment,” as those terms are used in Simmons’s Deposit Agreement.

32. Taken together, the representations and omissions identified above convey to customers that all submissions for payment of the same transaction will be treated as the same “item,” which the Bank will either authorize (resulting in an overdraft item) or reject (resulting in a returned item) when it decides there are insufficient funds in the account. Nowhere does Simmons disclose that it will treat each reprocessing of a check or ACH payment as a separate item, subject to additional fees, nor do Simmons customers ever agree to such fees.

33. Customers reasonably understand, based on the language of the Deposit Agreement and Simmons’s other Deposit Agreement, that the Bank’s reprocessing of checks or ACH payments are simply additional attempts to complete the original order or instruction for payment, and as such, will not trigger additional NSF Fees. In other words, it is always the same item.

34. Banks like Simmons that employ this abusive multiple fee practice know how to plainly and clearly disclose it. Indeed, other banks and credit unions that do engage in this

abusive practice disclose it expressly to their accountholders—something Defendant here never did.

35. For example, First Hawaiian Bank engages in the same abusive practices as Defendant, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT **MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION.**

(emphasis added).

36. Klein Bank similarly states in its online banking agreement:

[W]e will charge you an NSF/Overdraft Fee each time: (1) a Bill Payment (electronic or check) is submitted to us for payment from your Bill Payment Account when, at the time of posting, your Bill Payment Account is overdrawn, would be overdrawn if we paid the item (whether or not we in fact pay it) or does not have sufficient available funds; or (2) we return, reverse, or decline to pay an item for any other reason authorized by the terms and conditions governing your Bill Payment Account. We will charge an NSF/Overdraft Fee as provided in this section regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the bill payment.

37. Simmons provides no such disclosure, and in so doing, deceives its accountholders.

C. The Imposition of Multiple NSF Fees on a Single Transaction Breaches Simmons's Duty of Good Faith and Fair Dealing.

38. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations and means that the Bank is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, the Bank has a duty to honor

transaction requests in a way that is fair to Plaintiff and its other customers and is prohibited from exercising its discretion to pile on ever greater penalties. Here—in the adhesion agreements Simmons foisted on Plaintiff and its other customers—Simmons has provided itself numerous discretionary powers affecting customers’ bank accounts. But instead of exercising that discretion in good faith and consistent with consumers’ reasonable expectations, the Bank abuses that discretion to take money out of consumers’ accounts without their permission and contrary to their reasonable expectations that they will not be charged multiple fees for the same transaction.

39. Simmons exercises its discretion in its own favor—and to the prejudice of Plaintiff and its other customers—when it defines “item” in a way that directly leads to more NSF Fees. Further, Simmons abuses the power it has over customers and their bank accounts and acts contrary to their reasonable expectations under the Deposit Agreement. This is a breach of the Bank’s implied covenant to engage in fair dealing and act in good faith.

40. Simmons states only that it “may” assess these fees: “If we pay even though you don’t have the money in your account; you may be charged a Paid Item Fee (Overdraft Fee). If we return your item without paying it you may be charged a Return Item Fee (Insufficient Funds (NSF) Fee [sic].” But it is its standard policy to always to do, multiple times on the same item. This is an abuse of discretion.

41. By exercising its discretion in its own favor—and to the prejudice of Plaintiff and other customers—by charging more than one NSF Fee or OD Fee on a single item, Simmons breaches the reasonable expectation of Plaintiff and other customers and in doing so violates the implied covenant to act in good faith.

42. It was bad faith and totally outside Plaintiff's reasonable expectations for Simmons to use its discretion to assess two or three NSF Fees for a single attempted payment.

D. Simmons May Not Charge Both OD and NSF Fees on a Single Item.

43. Consistent with Simmons's express representations in its contracts, Plaintiff and reasonable consumers understand that any given instruction by them for payment to be one, singular "item" as that term is used in Simmons's contract documents.

44. Simmons's contract documents bar Simmons from assessing both NSF Fees and OD Fees on the same item—but that is exactly what the Bank does.

45. Simmons's Fee Schedule makes clear that a given transaction can either be paid into overdraft or returned unpaid:

Simmons Bank has the choice to either pay the item or not. If we pay even though you don't have the money in your account; you may be charged a Paid Item Fee (Overdraft Fee). If we return your item without paying it you may be charged a Return Item Fee (Insufficient Funds (NSF) Fee [sic].

Id.

46. This is a dichotomy: the Bank may charge one fee or the other, but not both types. As alleged above, only a single fee of any type can be assessed on a given item or transaction.

47. Despite the fact that the terms of the Deposit Agreement and Fee Schedule use starkly binary language, Simmons Bank frequently pursues both options with respect to a single item. That is, it first rejects the transaction and charges a NSF Fee, then later authorizes the transaction and charges an OD Fee.

E. The Imposition of an NSF Fee and OD Fee on a Single Transaction Breaches Simmons Bank's Duty of Good Faith and Fair Dealing.

48. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over

the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations. That means that the Bank is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, the Bank is prohibited from exercising its discretion to pile on ever greater penalties on the depositor. Here—in the adhesive agreements the Bank foisted on Plaintiff—Simmons Bank has provided itself numerous discretionary powers affecting Mr. Tannehill's bank account. But instead of exercising that discretion in good faith and consistent with Mr. Tannehill's reasonable expectations, the Bank abuses that discretion to take money out of his account without his permission and contrary to his reasonable expectations that he will not be charged multiple fees for the same item.

49. Simmons's exploitation of its contractual discretion to the detriment of accountholders and resulting breaches good faith and fair dealing is most pronounced when it charges more than one NSF Fee on the same item or transaction, or charges both an NSF Fee and an OD Fee on the same item or transaction.

50. First, Simmons engages in a pattern of rejecting, then approving, the same items in order to maximize fee revenue. Simmons initially denies, then approves, the same item in order to increase fee revenue.

51. As alleged in the example above, Simmons exercised discretion to reject payment on the first iteration of Plaintiff's Planet Fitness transfer because Plaintiff purportedly had insufficient funds in his account. But it approved the third iteration of the same transaction even though Plaintiff still purportedly lacked sufficient funds and was in fundamentally the same financial position.

52. The reject-then-approve pattern used by Simmons has one purpose: to maximize fee revenue for the Bank.

53. In addition to the discretion as to whether to pay or reject a transaction, Simmons also provides itself significant discretion as to whether or not to charge fees on a given transaction.

54. By exercising its discretion in its own favor—and to the prejudice of Mr. Tannehill and other customers—by engaging in its “reject, then approve into overdraft” pattern, Simmons Bank abuses the power it has over Plaintiff and his bank account and acts contrary to his reasonable expectations under the Deposit Agreement. This is a breach of the Bank’s implied covenant to engage in fair dealing and act in good faith.

II. ATM CLAIM: THREE FEES FOR CASH WITHDRAWALS UNDERTAKEN WITH A BALANCE INQUIRY

55. A Simmons accountholder who unsuspectingly checks his balance as part of a cash withdrawal transaction at an out-of-network ATM machine can expect to pay the following fees: 1) the customer will pay the ATM owner a surcharge for the *withdrawal*; 2) the customer also pays Simmons an OON Fee for making an out-of-network *cash withdrawal*; 3) and the customer will also pay Simmons another OON Fee for supposedly undertaking one or more balance inquiries during the cash withdrawal. Thus, a single \$20.00 withdrawal can generate between \$5.00 and \$8.00 in fees, including \$2.00 in two separate fees to Simmons.

56. Because the provision of balance inquiries are essentially cost-free to ATM owners, and because they are hugely profitable, ATM owners have placed a great emphasis in recent years on increasing the number of supposed balance inquiries undertaken at their machines—by any means necessary.

57. In the last decade, the revolution of mobile banking applications and increasing legislative scrutiny on the punitive nature of independent ATM machine withdrawal surcharges has forced the ATM operators to seek other sources of revenue. The 2015 Independent ATM deployer survey sponsored by Kahuna ATM Solutions and the ATM Industry Association found that declining interchange rates were one of the top concerns for Independent ATM operators.¹ For example, one of the largest ATM operators repeatedly voiced this concern in its financial disclosures, stating:

In addition to the impact of the net interchange rate decrease, we saw certain financial institutions migrate their volume away from some networks to take advantage of the lower pricing offered by other networks, resulting in lower net interchange rates per transaction to us. If financial institutions move to take further advantage of lower interchange rates, or if networks reduce the interchange rates they currently pay to ATM deployers or increase their network fees, our future revenues and gross profits could be negatively impacted.

See Cardtronics plc SEC Form 10-Q, filed May 3, 2018, p. 46 (available at <https://www.sec.gov/Archives/edgar/data/1671013/000155837018003893/catm-20180331x10q.htm>).

58. Feeling the financial pressure of declining interchange rates, the ATM operators sought to increase revenue in other ways.

59. They turned to balance inquiries to drive revenue. But they had a problem: very few consumers seek them out and are willing to pay for them.

60. Americans, in short, use ATMs for the service of withdrawing cash, not to perform balance inquiries and transfers that are now commonly performed online or on mobile devices for free.

¹ See 2015 IAD Poll at <https://www.atmmarketplace.com/news/2015-iad-poll-reveals-growing-attention-on-emv-shrinking-focus-on-mobile/> (last viewed May 9, 2019).

61. ATM operators and banks have known for years that the vast majority of customers who come to use their ATM machines are there to perform *only* a cash withdrawal.

62. This makes perfect sense. Due to the availability of cost-free alternatives, like checking a balance on a mobile app, phone banking, or online access, paying for a balance inquiry at an ATM is not a rational act for the vast majority of consumers. Moreover, the shelf-life of the information obtained through a balance inquiry is extremely short. With checking accounts having numerous transactions that post throughout the day, as well as scheduled withdrawals that occur overnight, the viability of the information received through a balance inquiry at an ATM is only even arguably beneficial for the immediate business at hand, *i.e. the cash withdrawal*.

63. Moreover, because consumers are entitled to receive, as part of their cash withdrawal, a printed receipt at the conclusion of their transaction, they already have free access to their account balances without having to engage in a separate balance inquiry.

64. Therefore, when a consumer uses an ATM for a balance inquiry, it is almost always *in conjunction* with a cash withdrawal transaction.

65. For all these reasons, historically only a tiny percentage of ATM transactions were for balance inquiries. Very few consumers need this information urgently enough to pay for it.

66. But ATM operators had a solution: lure consumers into balance inquiries via trickery and deception in order to increase balance inquiries from those customers who otherwise do not need them or would not be willing to pay for them as part of a cash withdrawal. The ATM operators have embraced a number of tactics to increase the number of balance inquiries supposedly performed at their ATM machines.

67. When consumers use ATMs not owned by their own bank, federal law requires the owners of those Out-of-Network ATMs to inform users of the amount of the usage fees charged by the ATM owner.

68. That message appears only after a user has decided to perform a cash withdrawal and entered the amount of cash she would like to withdraw.

69. Through repeated exposure to such fee warning messages, consumers are accustomed to being warned of fee assessments at OON ATMs, and to being provided with the opportunity to decide whether the fees charged are reasonable—before proceeding with their cash withdrawal. But there is no warning whatsoever at an ATM that any form of balance inquiry could be an event worthy of a fee, either from the ATM owner or from the consumer's bank.

70. Without such a notice, a balance inquiry appears to be nothing more than an unremarkable, free lead-in to a cash withdrawal to reasonable, diligent consumers.

71. Second, many ATM operators use intentionally deceptive on-screen prompts to exploit and add to the consumer confusion resulting from a lack of an on-screen fee notice. While varying in certain ways, the intention and effect is the same: to trick American consumers into repeatedly paying more for a single ATM usage by increasing purported balance inquiries.

A. Overview of Claim.

72. Simmons's Deposit Agreement and Fee Schedule and other supporting documents misrepresent to accountholders the true nature of Simmons's assessment of these fees. Simmons's contract terms mislead accountholders to believe that a balance inquiry is not a separate, individual transaction; rather, accountholders are led to believe that a balance inquiry is

part of a single transaction, such as a deposit or withdrawal, conducted almost simultaneously at a single OON ATM.

73. Simmons's uniform practice of charging two OON Fees per cash withdrawal preceded by a balance inquiry violates representations in Simmons's account documents, and constitutes a breach of contract, breach of the covenant of good faith and fair dealing, and/or constitutes unjust enrichment. Indeed, Simmons's account documents fail to provide adequate notice of the possibility of being charged two fees by Simmons during one transaction at an OON ATM.

74. American consumers simply do not know they can be assessed *three discrete fees for a simple OON ATM session that lasts less than two minutes*. Simmons, along with the ATM owners, is all too happy to keep consumers in the dark.

75. Simmons's account documents do nothing to place consumers on notice of the triple OON Fee for an out-of-network ATM withdrawal preceded by what they deem to be a consented-for "balance inquiry."

76. When consumers use ATMs not owned by their own bank, federal law requires the owners of those Out-of-Network ATMs to inform users of the amount of the usage fees charged by the ATM owner.

77. Thus, it is standard at ATMs in the United States that when a consumer uses an ATM not owned by his home bank, a message is displayed on the screen stating that usage of the ATM will cost a specified amount to proceed with a withdrawal of funds, and that such a fee is in addition to a fee that may be assessed by a consumer's financial institution for use of the ATM.

78. Through repeated exposure to such fee warning messages, consumers are accustomed to being warned of fee assessments at OON ATMs, and to being provided with the opportunity to decide whether the fees charged are reasonable—before proceeding with their cash withdrawal.

79. Simmons knows this—that consumers expect a fair fee disclosure at the ATM—and has exploited consumers' reasonable expectation that they will only engage in fee-worthy actions knowingly and with appropriate disclosures—and will be provided a warning and an opportunity to cancel actions before being assessed a fee. Simmons does this by assessing two or more additional OON Fees on consumers merely because they pressed buttons during a cash withdrawal transaction that the Bank, in its discretion, deems to be tantamount to requests for balance inquiries.

80. Repeated exposure to such messages is partly responsible for building the reasonable consumer understanding that a balance inquiry is a common lead-in to a withdrawal, a mere first step to the real business at hand, an informational exercise offered by the ATM to help inform the cash withdrawal.

81. Reasonable consumers like the Plaintiff do not, in sum, understand a balance inquiry to be an independent transaction worthy of a separate fee.

82. Simmons knows this—that in the absence of a prominent warning otherwise, consumers expect a balance inquiry to be an integral, included part of a cash withdrawal.

83. Simmons has designed a scheme to assess OON Fees on those purported balance inquiries. The Bank preys on the common sense that a balance inquiry preceded by a cash withdrawal is not an independent and separate transaction and therefore should not form the basis for a separate fee.

84. If a Bank is going to charge such a conscience-shocking fee, it must fully and fairly disclose such a fee in its account documentation. Simmons did the opposite—providing express and implied indications that balance inquiries undertaken in conjunction with cash withdrawals would *not* incur additional OON Fees. Alternatively, this practice constitutes a breach of the covenant of good faith and fair dealing or unjust enrichment.

B. Account Disclosures.

85. Against the backdrop of the reasonable consumer expectations and federal law above, Simmons's disclosures reinforce the reasonable understanding that no fee will be assessed for a balance inquiry—especially if ATM users are not warned beforehand.

86. Simmons's disclosures also reinforce the common sense presumption that there can be no balance inquiry fee when such an inquiry is in conjunction with a cash withdrawal at the same ATM.

87. Simmons's Deposit Agreement provides a misleading disclosure as to the number of fees an accountholder will be charged for an out-of-network withdrawal preceded by a balance inquiry—indeed, the Agreement only references fees charged by ATM owners, *not* by Simmons:

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Deposit Agreement, pp. 31-32 (Exh. B).

88. In other words, Simmons discloses that ATM owners may charge fees for a balance inquiry, but only when a consumer does *not* complete a withdrawal as well.

89. This is important, because the Fee Schedule is fairly understood to reiterate this promise that a fee for a balance inquiry only occurs when a funds transfer does not *also* occur:

ATM Fees/Debit Card Fees:	Non-Customer	Customer
Withdrawal at a Simmons Bank ATM	\$3.00	No Charge
Withdrawal at a non-Simmons Bank ATM	Not offered	\$1.00
Balance Inquiry at a non-Simmons Bank ATM	Not offered	\$1.00

90. Based on the Deposit Agreement and the Fee Schedule, checking accountholders would have no reason to believe that a balance inquiry undertaken with a cash withdrawal will result in two separate OON Fees.

91. Accountholders using non-Simmons ATMs are never warned that they will receive *two separate fees* from Simmons—plus another one from the ATM owner—when they check their balance before proceeding with a cash withdrawal at the same ATM. But that is exactly what happens.

92. The most reasonable understanding of this disclosure is that for all activities incident to a cash withdrawal, including a balance inquiry undertaken simultaneously, a single \$1 fee will be assessed.

93. When a balance inquiry precedes a withdrawal, common sense and consumer expectation dictate that that two-step process is part of the same ATM use.

94. In general, and in Plaintiff's case here, the ATM owner does not warn the user that there is a separate charge for a balance inquiry, and in fact the ATM owner does not charge a separate fee to the user for a balance inquiry. Therefore, the user can have no reasonable expectation that Simmons will assess a fee for an action that the ATM owner does not charge or warn about.

95. Simmons accountholders using a non-Simmons ATM are never warned that they will receive two separate fees from Simmons—plus another one from the ATM owner—when they check their balance before proceeding with a cash withdrawal at the same ATM.

96. At the very least, Simmons uses contractual discretion in bad faith when it assesses two OON Fees during the same ATM use when a balance inquiry immediately precedes a cash withdrawal.

C. Plaintiff's OON ATM Balance Inquiry Transactions.

97. On numerous occasions, including, but not limited to October 19, 2018 and December 28, 2018, Plaintiff placed his Simmons debit card into an OON ATM in order to make a cash withdrawal. Following his transactions, Simmons issued bank statements showing he was assessed, in addition to the cash withdrawal surcharge paid to the ATM operator, a separate \$1 fee from Simmons for making an out-of-network balance inquiry, and an additional \$1 fee from Simmons for making an out-of-network cash withdrawal. For each aforementioned withdrawal, he paid three separate fees, including two to Simmons.

CLASS ACTION ALLEGATIONS

98. Plaintiff brings this action on behalf of himself and on behalf of all others similarly situated pursuant to Federal Rule 23. The Classes include:

All persons who, within the applicable statute of limitations period, were charged multiple NSF Fees for the same debit item in a Simmons checking account (the “Multiple NSF Class”).

All persons who, within the applicable statute of limitations period, were charged an NSF Fee and an OD Fee for the same item in a Simmons checking account (the “NSF/OD Class”).

All persons who hold a Simmons checking account who, within the applicable statute of limitations preceding the filing of this lawsuit, were assessed two or more OON Fees when they performed a balance inquiry prior to withdrawing cash at an out-of-network ATM (the “Balance Inquiry Class”).

99. Excluded from the Classes are Defendant, Defendant's subsidiaries and affiliates, their officers, directors, and the members of their immediate families, and any entity in which Defendant has a controlling interest, the legal representatives, heirs, successors, or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

100. Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or to add subclasses if necessary before this Court determines whether certification is appropriate.

101. The questions here are ones of common or general interest such that there is a well-defined community of interest among the members of the Classes. These questions predominate over questions that may affect only individual class members because Simmons has acted on grounds generally applicable to the Classes. Such common legal or factual questions include, but are not limited to:

- a) Whether Simmons improperly charged more than one NSF Fee on the same item;
- b) Whether Simmons improperly charged an NSF and OD Fees on the same item;
- c) Whether Simmons improperly charged OON Fees for balance inquiries made in conjunction with a withdrawal at out-of-network ATMs;
- d) Whether any of the conduct enumerated above violates the contract;
- e) Whether any of the conduct enumerated above violates the covenant of good faith and fair dealing;
- f) Whether any of the conduct enumerated above constitutes unjust enrichment;
- g) The appropriate measure of damages.

102. The parties are numerous such that joinder is impracticable. Upon information and belief, and subject to class discovery, the Classes consist of thousands of members or more,

the identities of whom are within the exclusive knowledge of and can be ascertained only by resort to Simmons's records. Simmons has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiff.

103. It is impracticable to bring members' of the Classes individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

104. Plaintiff's claims are typical of the claims of the other members of the Classes in that they arise out of the same wrongful business practices by Simmons, as described herein.

105. Plaintiff is more than an adequate representative of the Classes in that Plaintiff has a Simmons checking account and has suffered damages as a result of Simmons's contract violations, Simmons's violations of the covenant of good faith and fair dealing, and Simmons's unjust enrichment. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;
- b) There is no conflict of interest between Plaintiff and the unnamed members of the Classes;
- c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and

- d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

106. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

107. Simmons has acted or refused to act on grounds generally applicable to each of the classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to each of the Classes as a whole.

108. All conditions precedent to bringing this action have been satisfied and/or waived.

CAUSES OF ACTION

COUNT I

BREACH OF CONTRACT

(On Behalf of Plaintiff and the Classes)

109. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs of this Petition as if fully set forth herein.

110. Plaintiff and Simmons contracted for checking account services, as embodied in the Deposit Agreement and Fee Schedule.

111. Simmons breached the terms of the Deposit Agreement and Fee Schedule.

112. Plaintiff and members of the putative Classes have performed all of the obligations on them pursuant to the Bank's Deposit Agreement and Fee Schedule.

113. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches.

COUNT II

BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

(On Behalf of Plaintiff and the Classes)

114. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs of this Petition as if fully set forth herein.

115. Plaintiff and Simmons contracted for checking account services, as embodied in the Deposit Agreement and Fee Schedule.

116. All of the relevant states (with the possible exception of Texas) mandate that an implied covenant of good faith and fair dealing govern every contract. For banking transactions, this is also mandated by the Uniform Commercial Code that has been adopted in each state. The covenant of good faith and fair dealing constrains Defendant's discretion to abuse self-granted contractual powers.

117. This good faith requirement extends to the manner in which a party employs discretion conferred by a contract.

118. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit—not merely the letter—of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

119. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes his conduct to be justified. A lack of good faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Other examples of violations of good faith and fair dealing are willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

120. Simmons breached the covenant of good faith and fair dealing as explained herein.

121. Each of Defendant's actions was done in bad faith and was arbitrary and capricious.

122. Plaintiff and members of the putative Classes have performed all of the obligations imposed on them pursuant to the Deposit Agreement.

123. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches of the covenant of good faith and fair dealing.

COUNT III
UNJUST ENRICHMENT
(In the Alternative to COUNT I and COUNT II)
(On Behalf of Plaintiff and the Classes)

124. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs of this Petition as if fully set forth herein.

125. This Count is brought solely in the alternative. Plaintiff acknowledges that his breach of contract claim cannot be tried along with unjust enrichment.

126. To the detriment of Plaintiff and the Classes, Defendant has been, and continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

127. Plaintiff and the Classes conferred a benefit on Defendant when they paid Defendant the fees that were not disclosed or allowed for in the in the Deposit Agreement and Fee Schedule.

128. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits, which under the circumstances, would be unjust to allow Defendant to retain.

129. Plaintiff and the Classes, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Classes, demands a jury trial on all claims so triable and judgment as follows:

A. Certifying the proposed Classes pursuant to Federal Rule of Civil Procedure 23, appointing the Plaintiff as representative of the Classes, and appointing counsel for Plaintiff as lead counsel for the respective Classes;

B. Declaring that Defendant's policies and practices as described herein constitute a breach of contract and a breach of the covenant of good faith and fair dealing or unjust enrichment;

C. Enjoining Defendant from the wrongful conduct as described herein;

D. Awarding restitution of all fees at issue paid to Defendant by Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;

E. Compelling disgorgement of the ill-gotten gains derived by Defendant from its misconduct;

F. Awarding actual and/or compensatory damages in an amount according to proof;

G. Awarding pre-judgment interest at the maximum rate permitted by applicable law;

H. Reimbursing all costs, expenses, and disbursements accrued by Plaintiff in connection with this action, including reasonable attorneys' fees, costs, and expenses, pursuant to applicable law and any other basis; and

I. Awarding such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Class Action Complaint that are so triable.

Dated: May 10, 2019.

Respectfully submitted,

BY: WATSON BURNS, PLLC

/s/ William F. Burns

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Tiffany M. Yiatras*

Francis J. "Casey" Flynn, Jr.*
CONSUMER PROTECTION LEGAL, LLC
308 Hutchinson Road
Ellisville, Missouri 63011
tiffany@consumerprotectionlegal.com
casey@consumerprotectionlegal.com

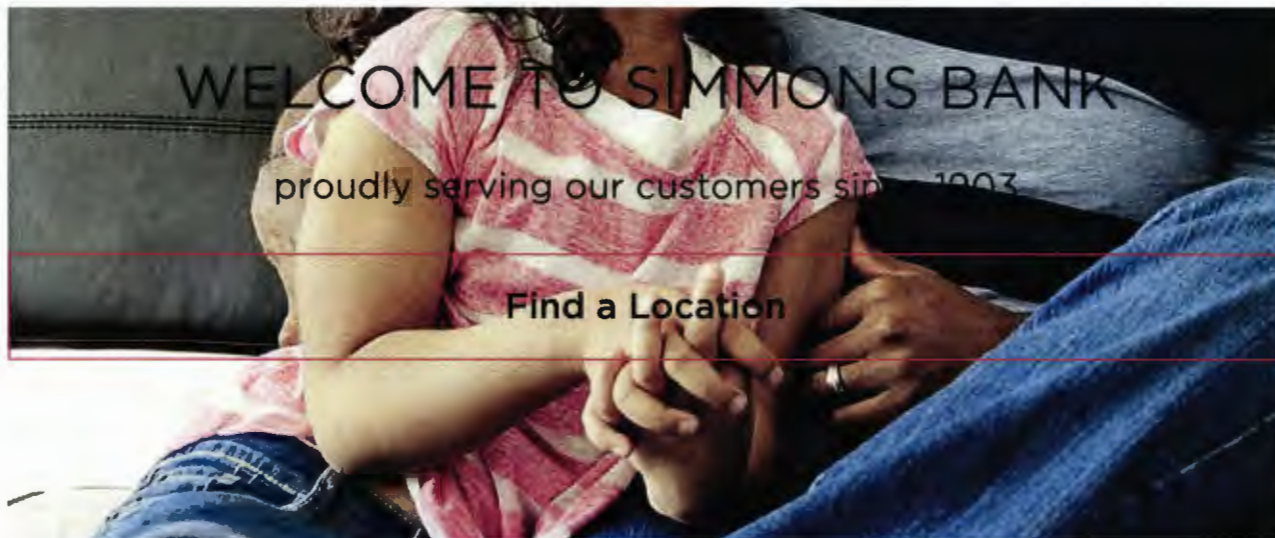
Attorneys for Plaintiff

* *Pro hac vice* application to be promptly filed

Exhibit “A”

3/22/2019

Schedule of Fees and Charges | Simmons Bank


[home](#) [schedule of fees and charges](#)

Simmons Bank Schedule of Fees & Charges

Member FDIC

1. Funds Transfers:

	Non-Customer	Customer
Wire Transfer - Incoming	Not offered	\$3.00
Wire Transfer - Outgoing Domestic	Not offered	\$15.00
Wire Transfer - Outgoing International	Not offered	\$75.00
Transfer between Simmons Bank Accounts:	Non-Customer	Customer

3/22/2019

Schedule of Fees and Charges | Simmons Bank

ATM, Voice Response or Internet Banking	Not offered	No Charge
Automated OD Protection Sweep Transfer	Not offered	\$5.00
Telephone Transfer Request (not applicable to Affordable Advantage Checking accounts)	Not offered	\$2.00
One-Way Sweep (Monthly Fee)	Not offered	\$25.00
2. Negotiable Instruments:	Non-Customer	Customer
Cashier's Check/Official Checks (each)	Not offered	\$5.00
Foreign Currency Purchase (plus processing charges)	Not offered	\$5.00
Foreign Currency Buy Back	Not offered	\$20.00
3. Check Fees:	Non-Customer	Customer
Cashing Simmons Bank Checks	No Charge	No Charge
Return of Deposited Item	Not offered	\$3.00
4. Collection Fees: (per item plus all other expenses):	Non-Customer	Customer
Checks, Drafts, Bonds, Coupons, Oil & Gas Leases	Not offered	\$10.00
International Items	Not offered	\$25.00
5. Signature Guarantees:	Non-Customer	Customer

3/22/2019

Schedule of Fees and Charges | Simmons Bank

Per Item	Not offered	\$20.00
6. Statements:	Non-Customer	Customer
Interim, Temporary, Reprint or Duplicate	Not offered	\$3.00
7. Returned Mail Fee:	Non-Customer	Customer
Monthly Fee	Not offered	\$10.00
8. Research/Account Reconciliation:	Non-Customer	Customer
Per Hour Fee (one hour minimum)	Not offered	\$20.00
Copies (per page)	Not offered	\$2.00
9. Safe Deposit Box Services:	Non-Customer	Customer
Annual Fee	Not offered	Varies by Size
Late Fee (fee applied if 30 days past due)	Not offered	\$10.00
Drill Fee (plus all other expenses)	Not offered	\$75.00
Lost Key Fee	Not offered	\$15.00
10. ATM Fees/Debit Card Fees:	Non-Customer	Customer
Withdrawal at a Simmons Bank ATM	\$3.00	No Charge

3/22/2019

Schedule of Fees and Charges | Simmons Bank

Withdrawal at a non-Simmons Bank ATM	Not offered	\$1.00
Balance Inquiry at a non-Simmons Bank ATM	Not offered	\$1.00
ATM Card/Debit Card Replacement Fee	Not offered	\$5.00
Manual Cash Advance using Debit Card	Not offered	\$1.00
11. Night Deposit Services:	Non-Customer	Customer
Lock Bag (each)	Not offered	\$35.00
Key (each)	Not offered	\$6.00
Zip Bag (each)	Not offered	\$3.00
12. Miscellaneous Fees:	Non-Customer	Customer
Temporary Checks: New Account Package	Not offered	No Charge
Temporary Checks: Additional Package of 12 Checks	Not offered	\$2.00
Notary Charge (per item) (Subject to state law. Not to exceed \$3.00)	Not offered	No Charge
Loan Coupon Book Replacement Fee (per occurrence)	Not offered	\$7.00
Levies/Garnishments (per occurrence)	Not offered	Varies

Administrative Fees for garnishments are established by State Statute.

13. Stop Payment Fee	Non-Customer	Customer
Per Item	Not offered	\$35.00

A fee may be imposed if you overdraw your account. When you write a check, withdraw money in person or from an ATM, use your debit card to make a purchase, or make an automatic bill payment or other electronic payment for more than the amount in your account; you overdraw your account. Simmons Bank has the choice to either pay the item or not. If we pay even though you don't have the money in your account; you may be charged a Paid Item Fee (Overdraft Fee). If we return your item without paying it you may be charged a Return Item Fee (Insufficient Funds (NSF) Fee. (Exceptions: Paid Item/Overdraft and Return Item/Insufficient Funds Fees are not charged on Affordable Advantage Checking accounts.)

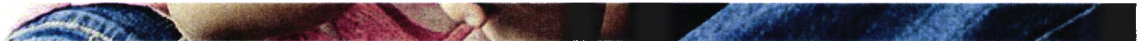
De Minimis Account: If the insufficient balance in your account on any given day is \$5.00 or less, a paid Item Fee (Overdraft Fee) will not be charged.

Paid Item/Overdraft Fees on consumer accounts will not exceed \$210.00 on any one given day.

Paid Item/Overdraft Fees on business accounts will not exceed \$280.00 on any one given day.

14. Paid Item/Overdraft Fee	Non-Customer	Customer
Per Item	Not offered	\$35.00
15. Return Item/Insufficient Funds (NSF) Fee	Non-Customer	Customer
Per Item	Not offered	\$35.00

16. Dormant Accounts will be charged a monthly dormant account fee of \$5.00 in addition to the monthly service charge, if the balance in the account falls below \$100. Dormant accounts are accounts with no activity by the customer or contact from the customer for more than 24 months (Exceptions: Simply Checking and Simply Student Checking is 180 days of inactivity; No Dormant Fee assessed on Affordable Advantage Checking). Interest crediting and service charges are not considered activity by the customer. Dormant accounts with balances of \$100 or greater, which are considered unclaimed or abandoned property, will be charged an annual dormant fee of \$60.00 (12 months x \$5.00).



Posting Sequence: Transactions are grouped into categories prior to posting. Categories for electronic transactions, such as debit card purchases and ATM withdrawals will post prior to checks and other paper items and will generally post in the order you made them. Check categories include: Checks cashed at a Simmons Bank location, which will post first; Checks deposited at a Simmons Bank location; and Checks cashed or deposited through other financial institutions. Checks and paper items written on your account will post each day in check number order within each check category. Miscellaneous debits or items with no check number will post first each day within each check category.

This site is directed at, and intended to be used by, persons in the United States of America only.

Exhibit “B”



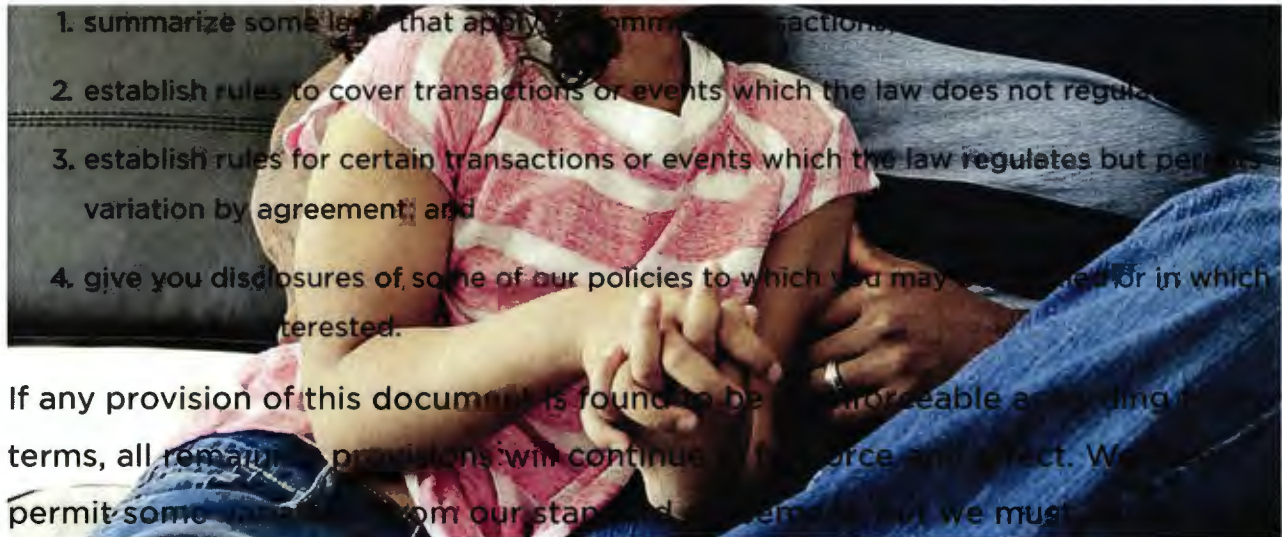
[home](#) [terms and conditions](#) [personal terms and conditions](#)

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Arkansas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that

this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- 
1. summarize some laws that apply to common transactions;
 2. establish rules to cover transactions or events which the law does not regulate;
 3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
 4. give you disclosures of some of our policies to which you may be subject or in which you may be interested.

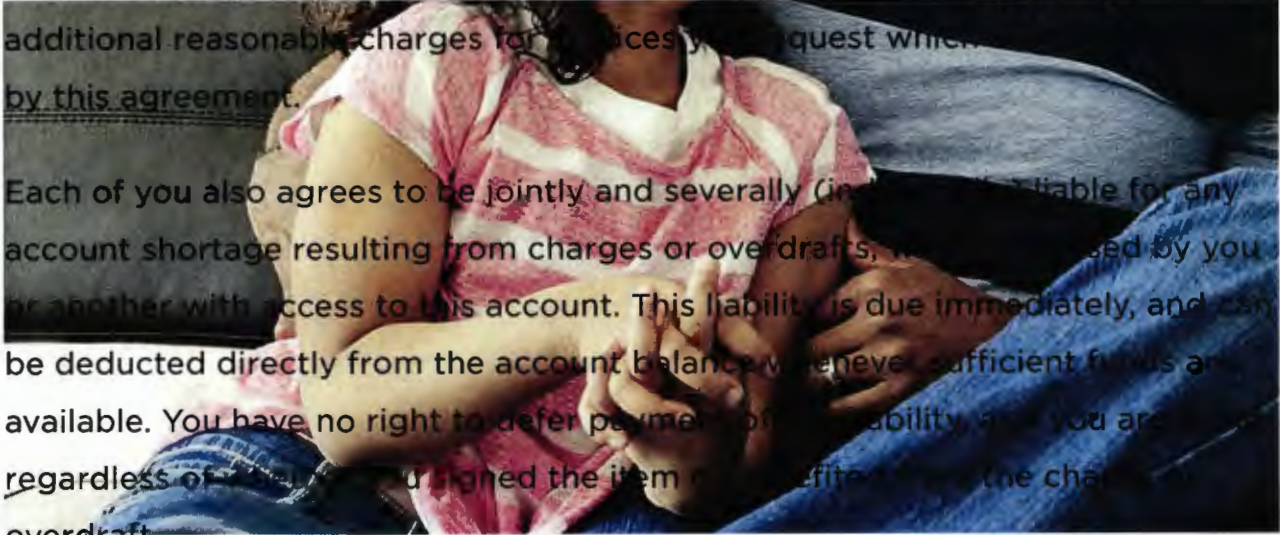
If any provision of this document is found to be unenforceable according to applicable law, all remaining provisions will continue in full force and effect. We may permit some variation from our standard terms, but we must disclose any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

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Personal Account Terms and Conditions | Simmons Bank

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.



Each of you also agrees to be jointly and severally (individually and collectively) liable for any account shortage resulting from charges or overdrafts, whether initiated by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are responsible regardless of whether you signed the item or benefited from the charge or overdraft.

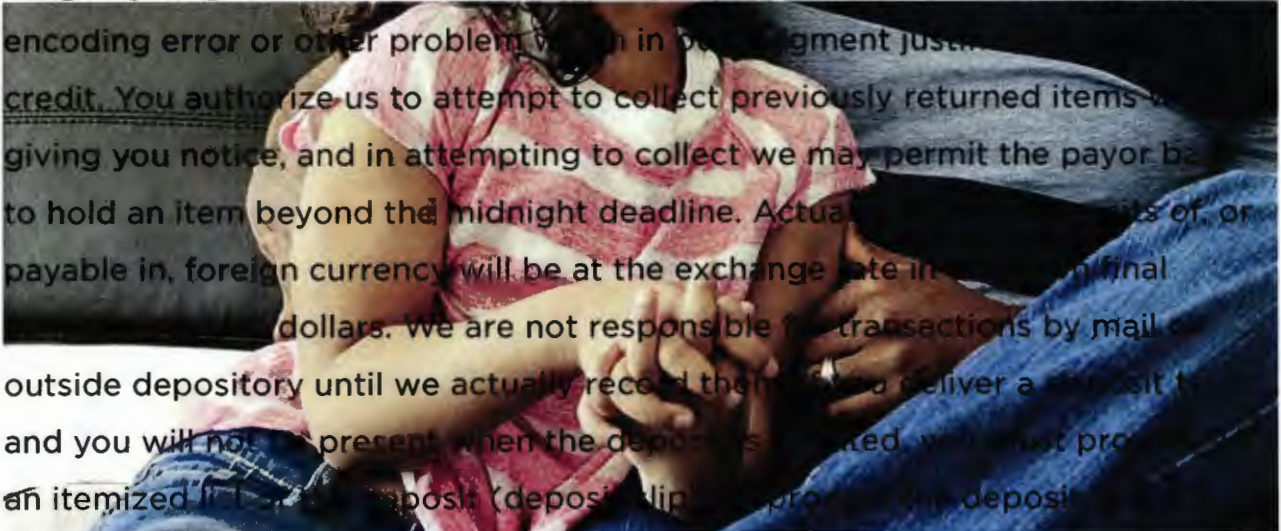
You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless

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prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration,



encoding error or other problem with an indorsement justifying a debit to your credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual cash deposits of, or payable in, foreign currency will be at the exchange rate in effect on the final day of the month. We are not responsible for transactions by mail or outside depository until we actually record them. When you deliver a deposit to us and you will not be present when the deposit is counted, you must provide an itemized list of the deposit (deposit slip) and provide the deposit to us.

We will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

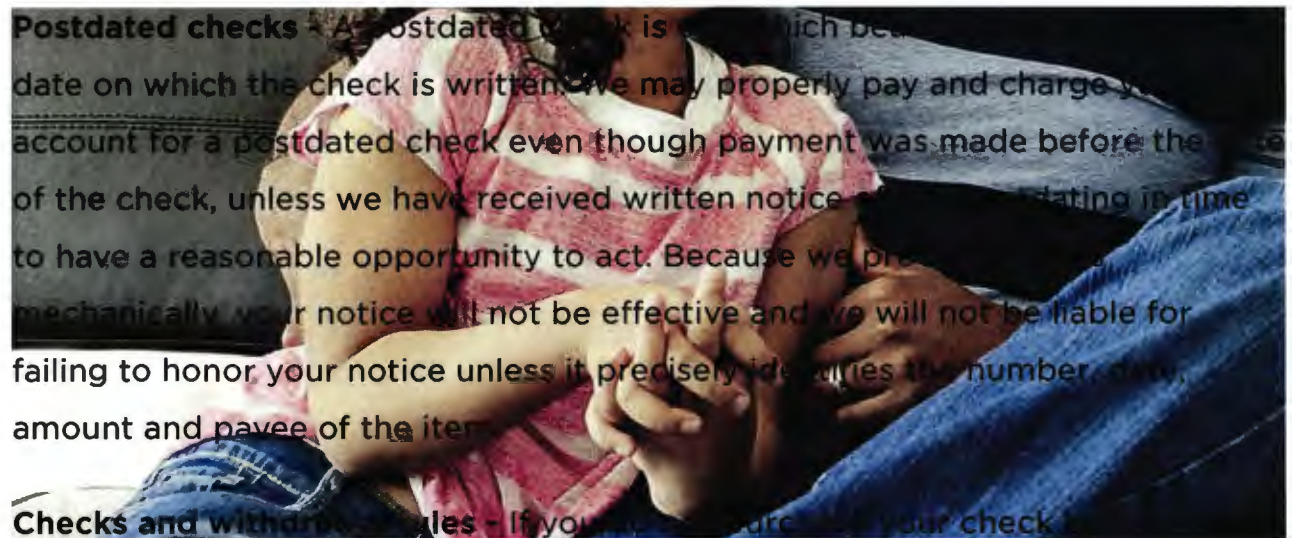
WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary)

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authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

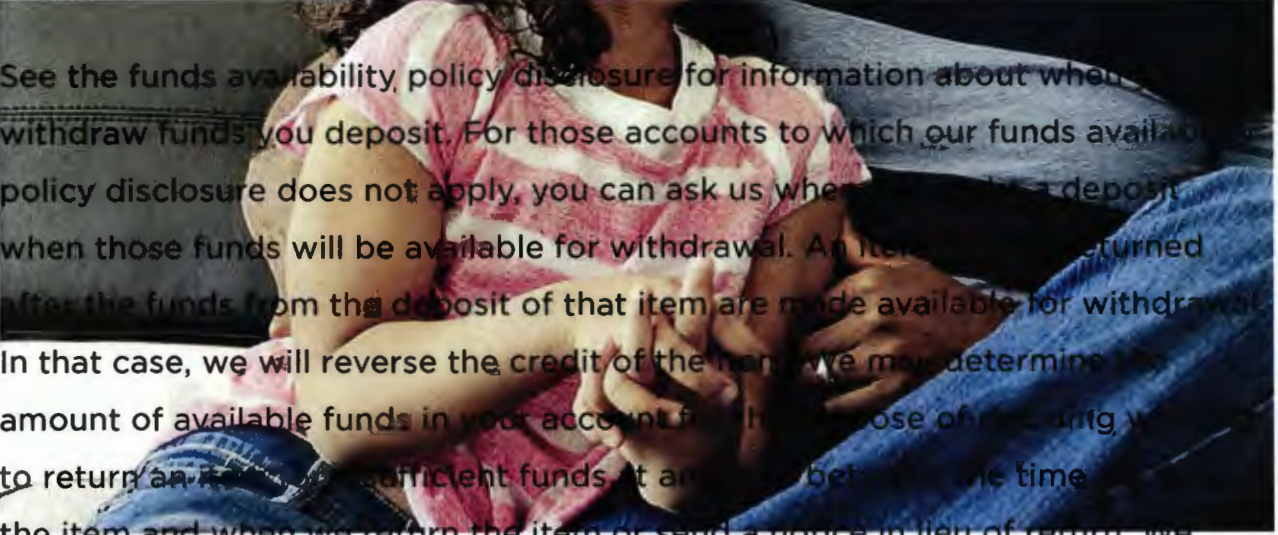


Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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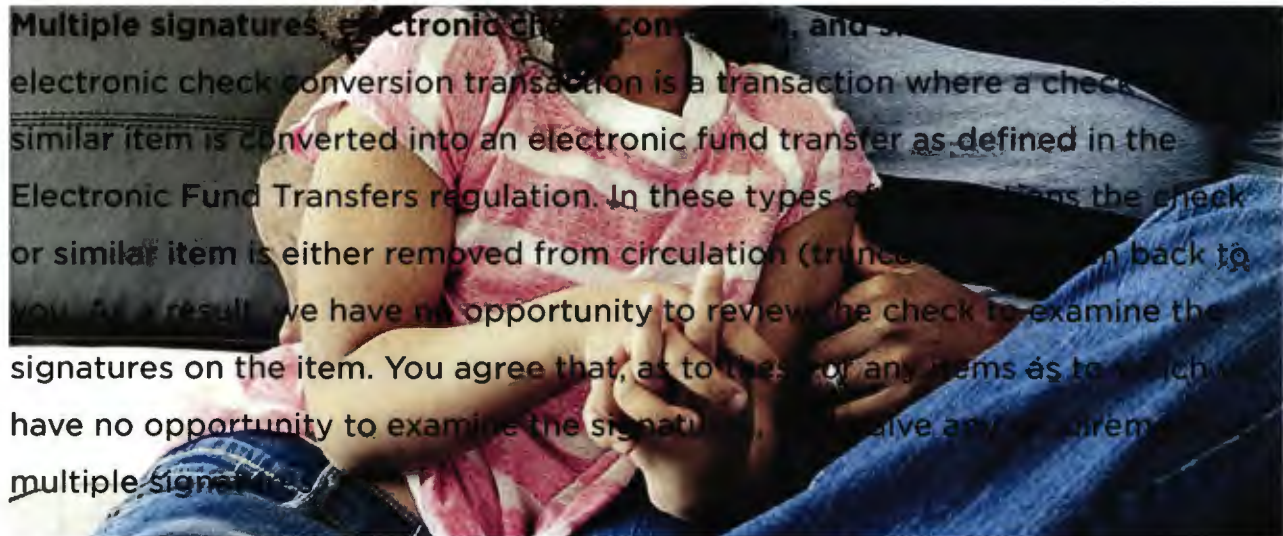
If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.



See the funds availability policy disclosure for information about when we will withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when we will make a deposit or when those funds will be available for withdrawal. An item will be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of determining whether to return an item with insufficient funds at any time before the time of the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time

debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.



Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

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Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account jointly with survivorship. This account is not created as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - is an account owned by two or more persons, but none of you intend (merely by opening the account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, constitute the "number of signatures" needed for withdrawal.

Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, with right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy.

You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is

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Personal Account Terms and Conditions | Simmons Bank

authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover

stopping payment of items such as checks and drafts. It also covers stopping payment of other types of transfer of funds, such as consumer electronic transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about them.

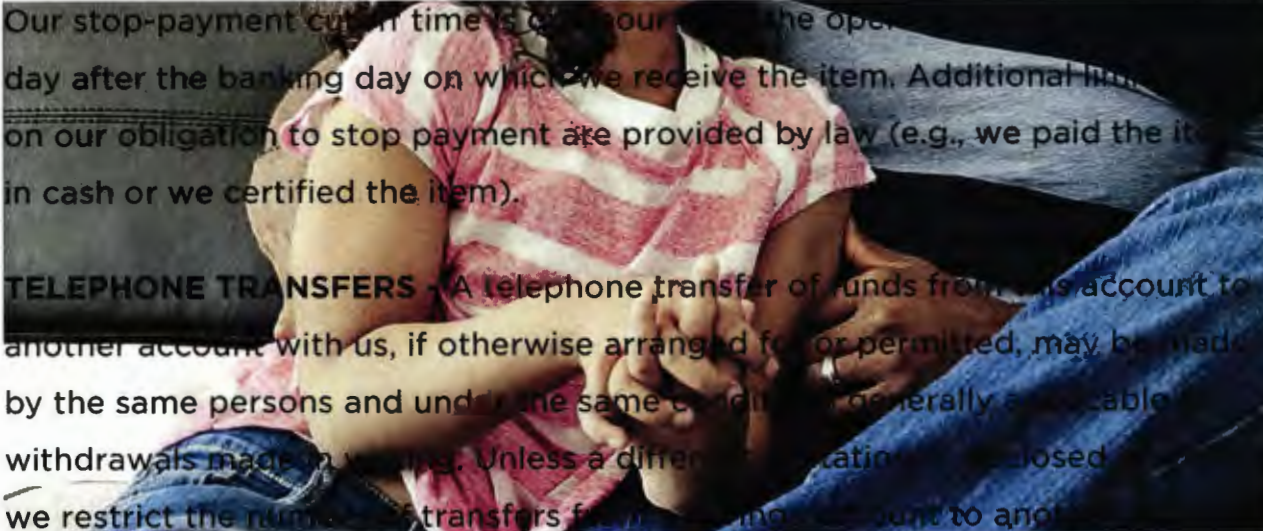
We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before the stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely state the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal

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Personal Account Terms and Conditions | Simmons Bank

actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

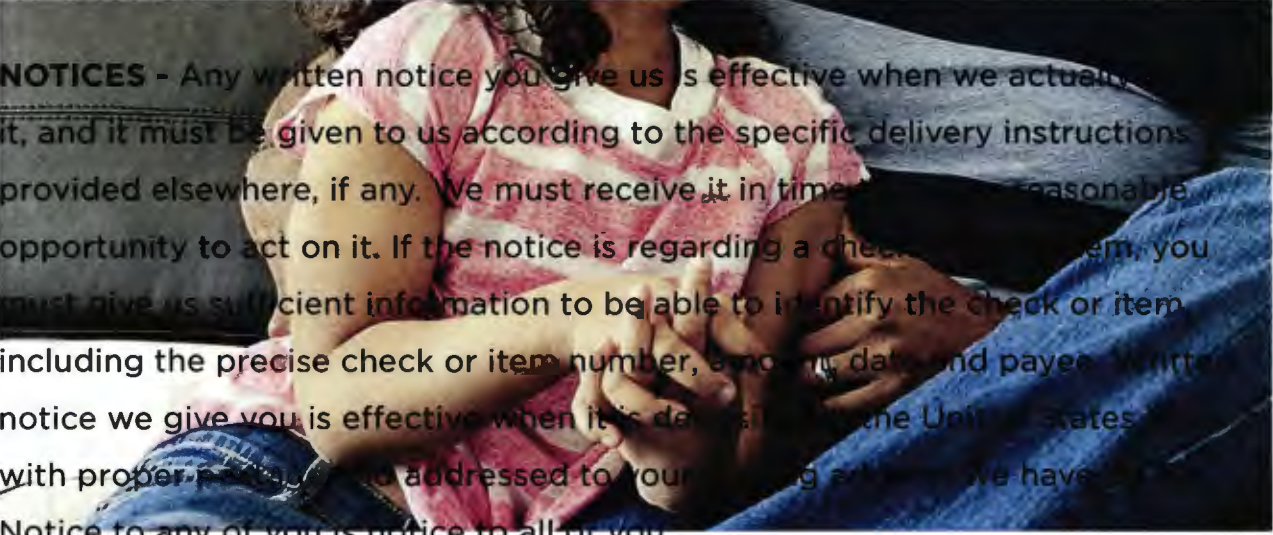


Our stop-payment cutoff time is 5:00 p.m. on the open business day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions as generally applicable withdrawals made in person. Unless a different limitation is disclosed, we restrict the number of transfers from this account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might

immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).



NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to give you a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date, and payee. Written notice we give you is effective when it is delivered to the United States by first-class mail with proper postage and addressed to your mailing address. We have no obligation to give notice to any of you is notice to all of you.

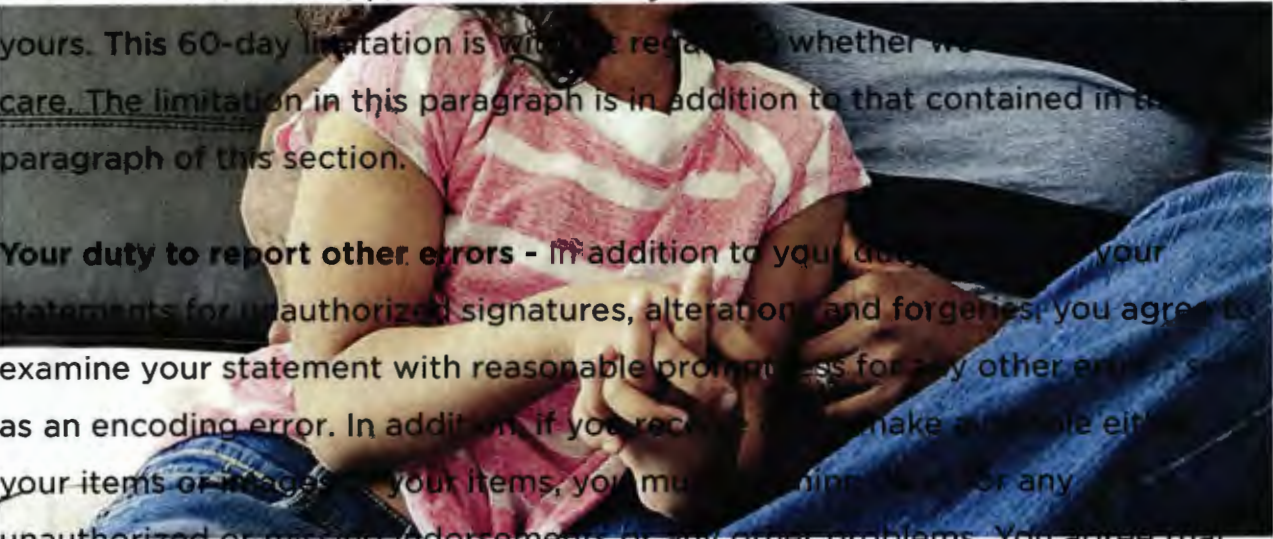
STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is with respect to whether we exercise our best care. The limitation in this paragraph is in addition to that contained in the paragraph of this section.



Your duty to report other errors - In addition to your duty to report your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other errors, such as an encoding error. In addition, if you receive or make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks (For consumer accounts only) - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

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DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.



TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at any time in the future suspend or prohibit further use of this account if you do not comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the

debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless

from any claim arising as a result of our exercise of our right of setoff.

AGENCY (POWER OF ATTORNEY) DESIGNATION - Agents may make account transactions on behalf of the parties, but have no ownership rights at death unless named as Pay-on-Death beneficiaries. The owner may give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for all transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction.

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Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

FACSIMILE SIGNATURES - Unless we make advance arrangements, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks and other orders, for the payment of money, that are drawn on us. You give us authority, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us in writing if you suspect that your facsimile signature is being misused or has been misused.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is

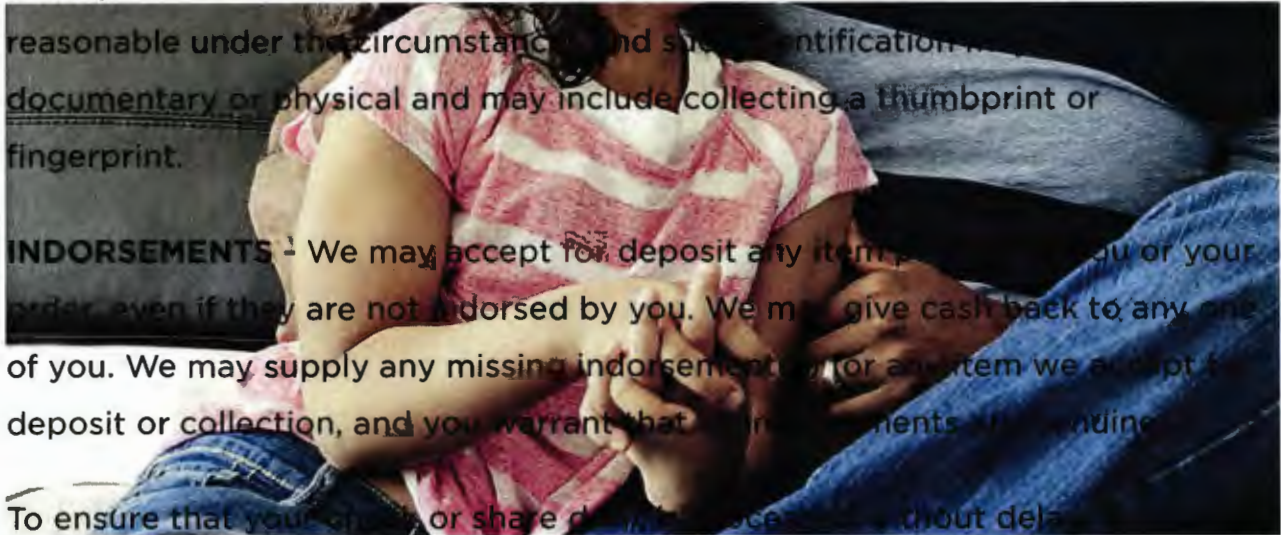
reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement for an item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share does not become void without delay,

indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½" of that edge.



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The diagram illustrates the layout of a check and the required area for indorsement. On the left, the 'FRONT OF CHECK' contains fields for Name, Address, City, State (with a '20' in the state field), Pay to the order of, \$, dollars, Bank Name and Location, Memo, and MICR lines. On the right, the 'BACK OF CHECK' is shown with a dashed vertical line. An arrow points to the top of this area with the text 'YOUR INDORSEMENT MUST BE WITHIN THIS AREA'. Another arrow points to the left side of the dashed line with the text '1 1/2\"'. The text 'Keep your indorsement out of this area.' is written to the right of the dashed line. A 'TRAILING EDGE' label with an arrow points to the bottom edge of the check area.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others for the processing of the check. To place additional indorsements and information, you agree to indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and

maintained by a person or persons named as trustee under a trust agreement, or as executors, administrators, or conservators under court order. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust, and we take any obligation to monitor or enforce the terms of the trust or legal document.

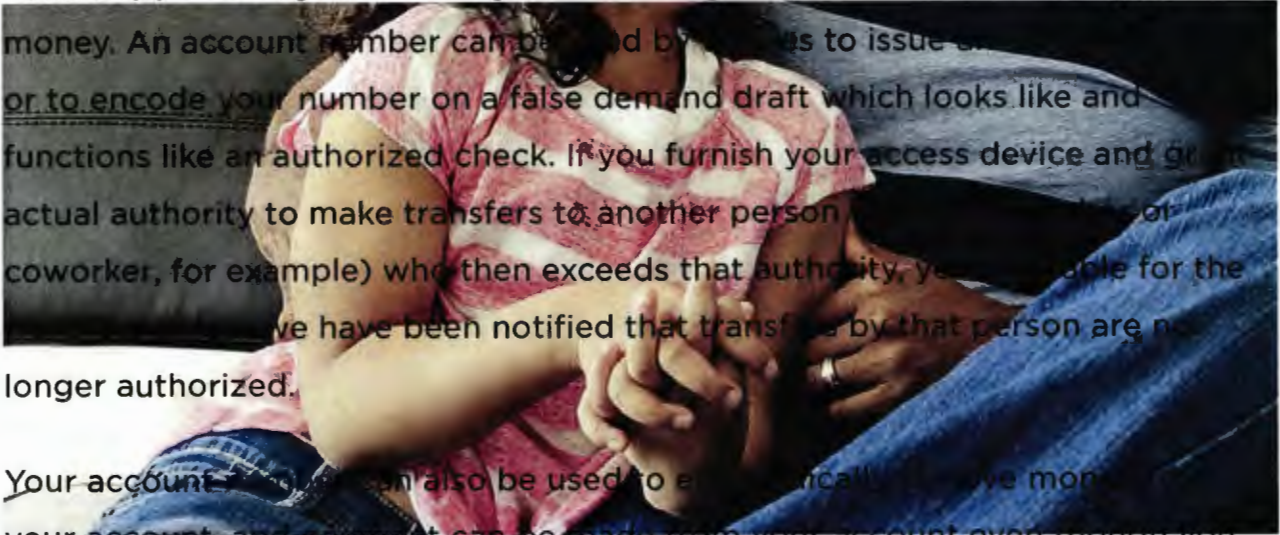
CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including purchase of a credit report from a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

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SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your



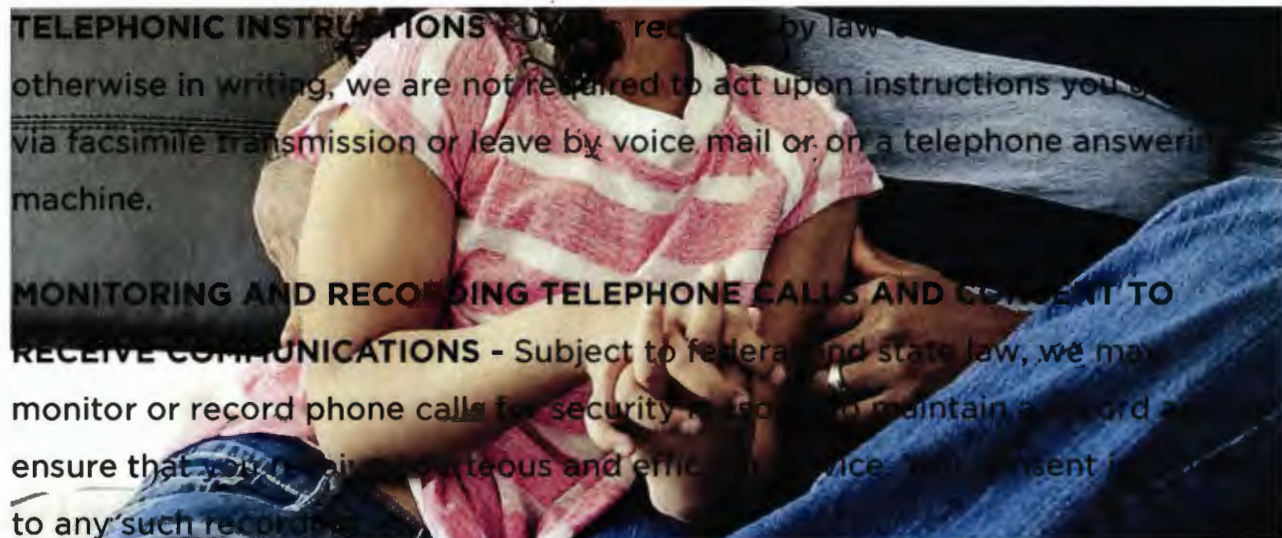
money. An account number can be used by someone to issue an ATM card or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (such as a family member or coworker, for example) who then exceeds that authority, you are responsible for the loss. If we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically move money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you

reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.



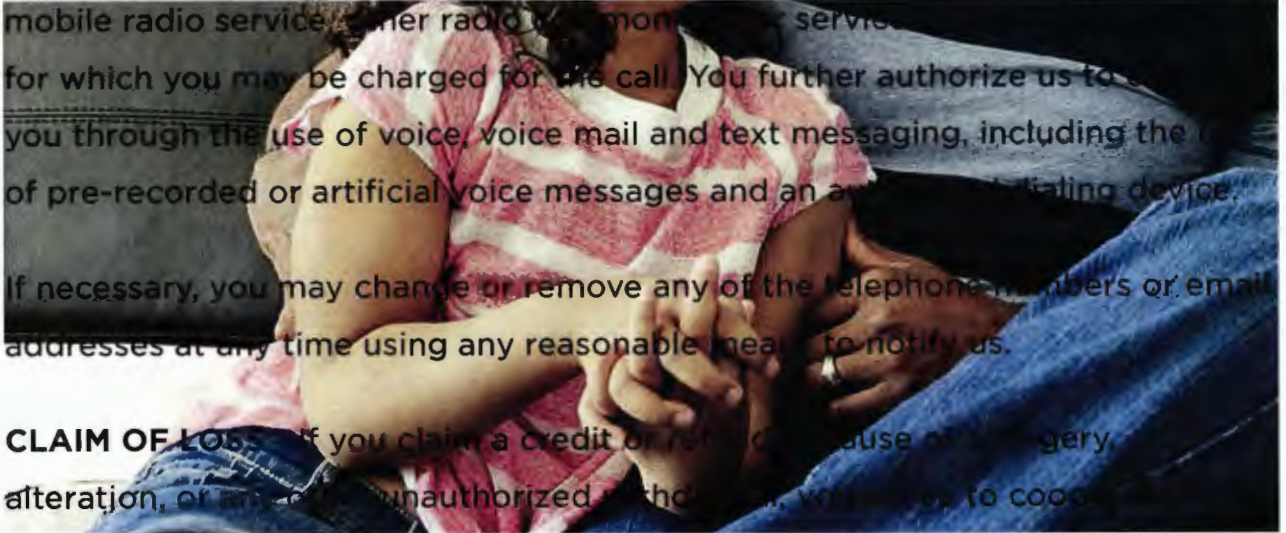
To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may

subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized



mobile radio service, pager radio or monitoring service, or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, withdrawal to cover a loss, or if you claim a credit or refund because of a loss, missing, or stolen checks or unauthorized withdrawals, we will require you to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process against your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalties for early withdrawals for additional information.

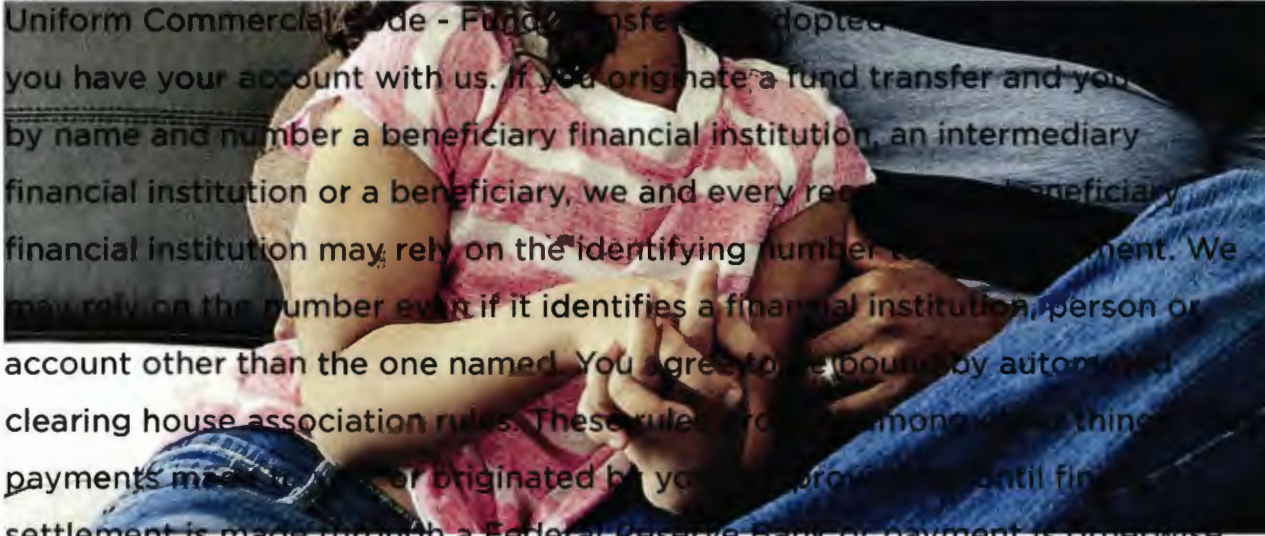
ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change by check register is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If we receive returned mail, we may impose a service fee.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned

unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the



Uniform Commercial Code - Fund Transfers adopted by you have your account with us. If you originate a fund transfer and you by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules govern among other things payments made by wire or originated by you. Payment is provided until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for

any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper substitute for an original check.

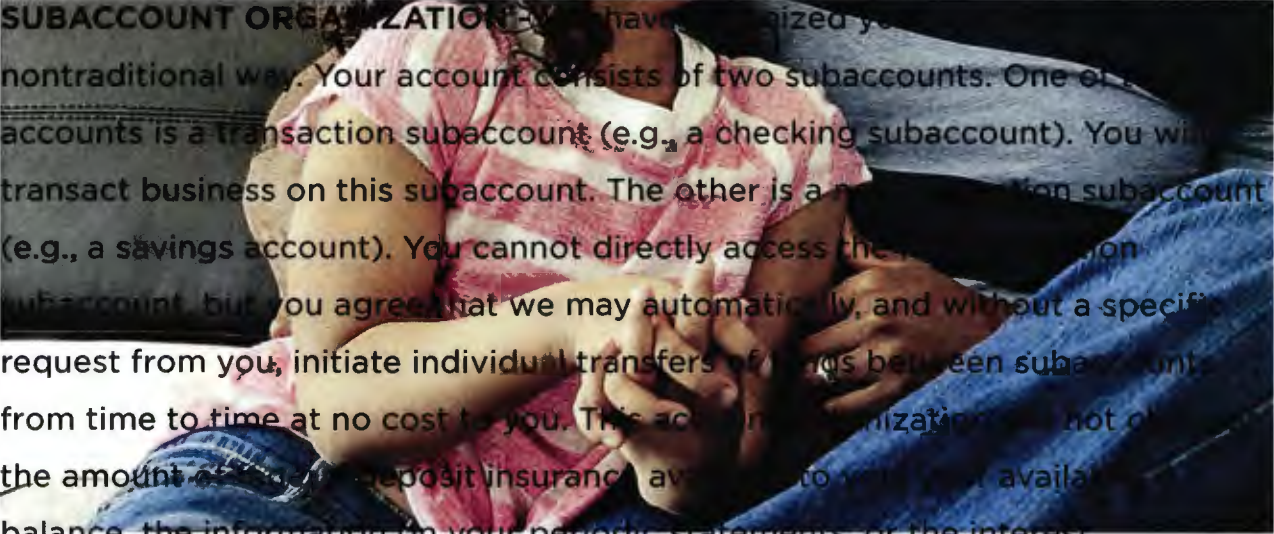


REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized check, or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). Instead, a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include,

but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.



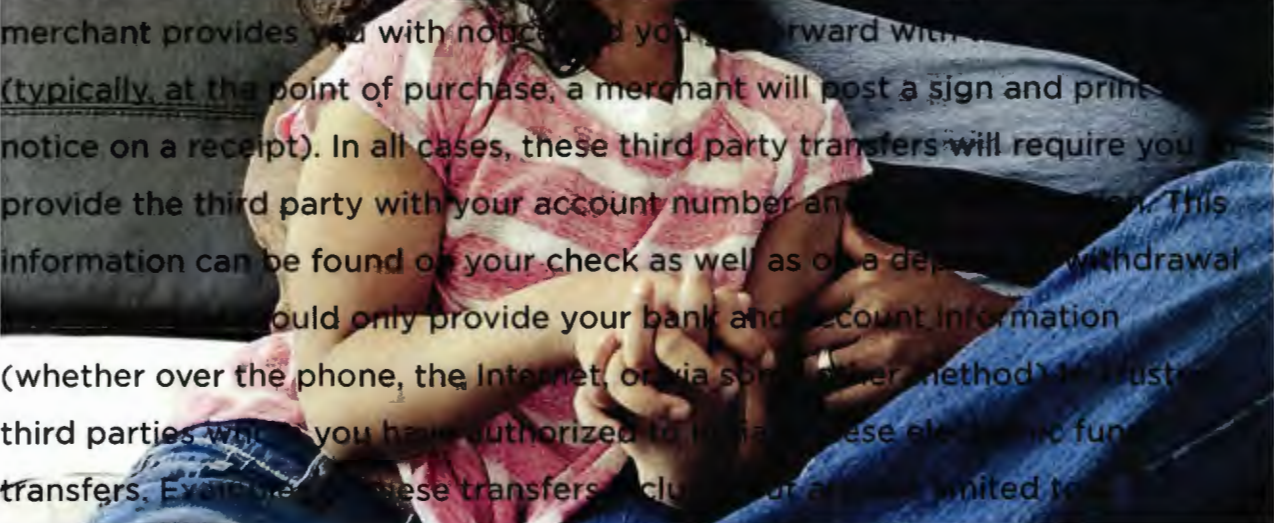
SUBACCOUNT ORGANIZATION—We have reorganized your account in a nontraditional way. Your account consists of two subaccounts. One of the subaccounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization is not covered by the amount of FDIC deposit insurance available to you, and available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the

Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a



merchant provides you with notice and you forward with a check (typically, at the point of purchase, a merchant will post a sign and print a notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and expiration date. This information can be found on your check as well as on a deposit or withdrawal slip. You should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

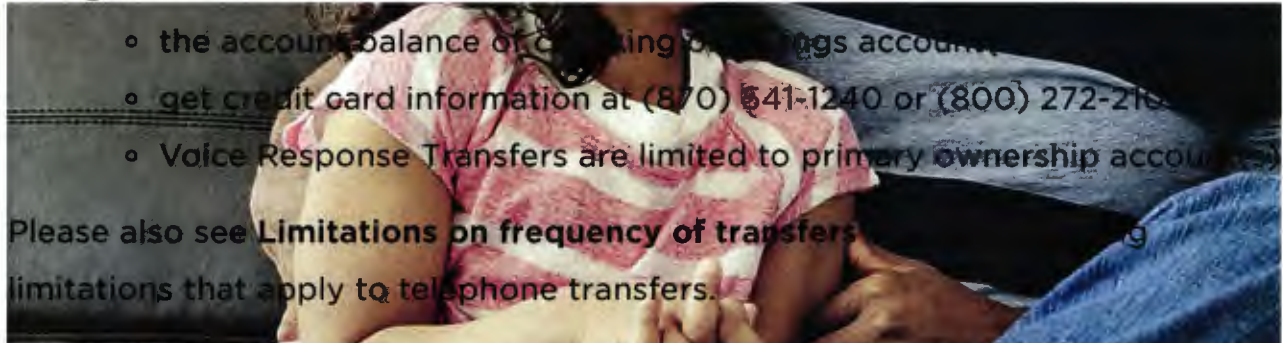
Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

Telephone Transfers - types of transfers - You may access your account by telephone (870) 541-1234 or (877) 245-1234 using your personal identification number (PIN), a touch tone phone and your account numbers, to:

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- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking or savings to loan accounts with us
- get information about:



24 Hour Banking Card ATM Transfers - types of transfers and dollar limits

- You may access your account(s) by ATM using your ATM card and personal identification number, Visa® Debit Card or Mastercard® Debit Card and personal identification number, to:

- make deposits to checking or savings account(s) with an ATM or debit card
- get cash withdrawals from checking or savings account(s) with an ATM or debit card
 - you may withdraw no more than \$500.00 per calendar day
- transfer funds from savings to checking account(s) with an ATM or debit card
- transfer funds from checking to savings account(s) with an ATM or debit card
- get information about:
 - the account balance of your checking or savings account(s)
- with an ATM card
- with a debit card
- obtain cash advances from your credit cards

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

Types of 24 Hour Banking Card Point-of-Sale Transactions - You may access

your checking account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution or do anything that a particular merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$10,000.00 in transactions per calendar day, if available

Types of Visa® Debit, Mastercard® Debit and PIN-Debit Point-of-Sale Transactions

You may access your checking account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution or do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$10,000.00 in transactions per calendar day, if available

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

Non-Visa® Debit Transaction Processing. We have enabled non-Visa® debit transaction processing. This means you may use your Visa®-branded Debit Card or Mastercard® branded Debit Card on a PIN-Debit Network* (a non-Visa® network) without using a PIN.

The non-Visa® debit network(s) for which such transactions are enabled are:
PULSE® Network.

Examples of the types of actions that you may be required to make to initiate a

Visa® transaction on your Visa® Debit Card or your Visa® Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to effect payment through the network, and having your identity verified using a known information derived from an existing relationship with your issuer or use of a

The provisions of your agreement with us relating only to Visa® transactions are not applicable to non-Visa® transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa® debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa® Rules generally define **PIN-Debit Network** as a non-Visa® debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Computer Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at www.simmonsbank.com and using your user identification and a password, to:

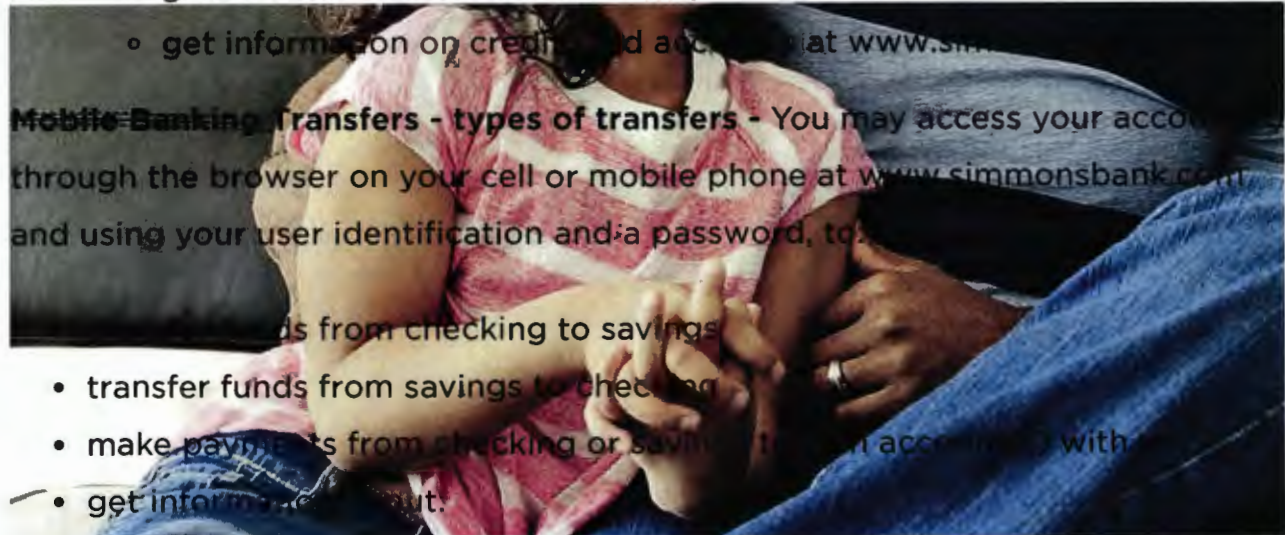
- transfer funds from checking to savings
- transfer funds from savings to checking

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- make payments from checking or savings to loan account(s) with us
- get information about:

- the account balance of checking or savings account(s)
- get information on loan accounts, CDs and IRAs
- get information on credit and accounts at www.simmonsbank.com



- the account balance of checking or savings account(s)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

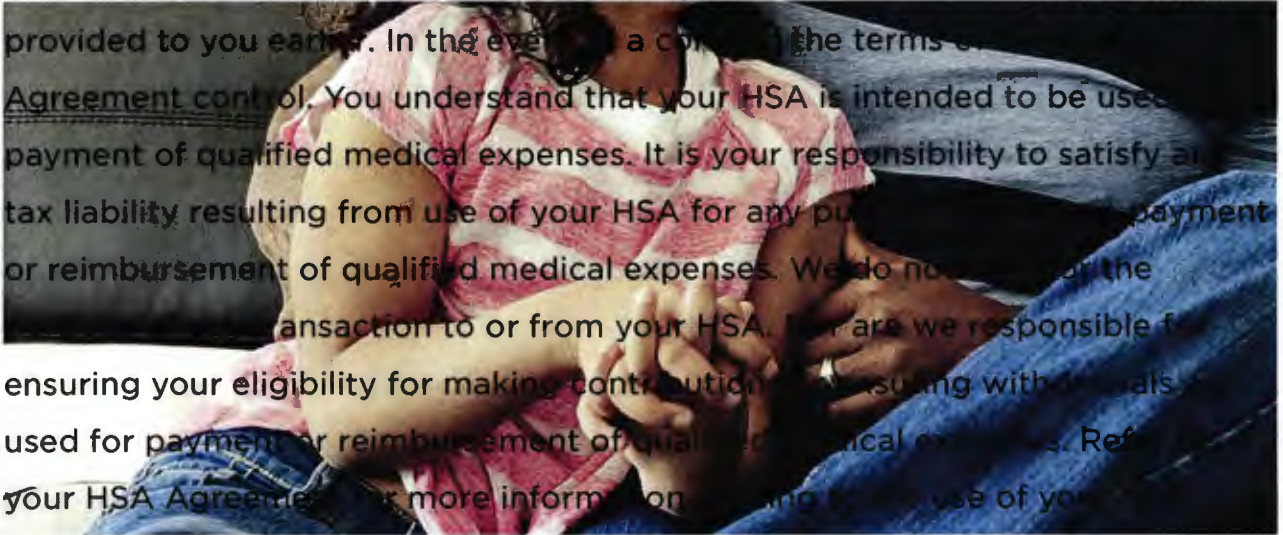
Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

Health Savings Accounts (HSA). We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions,

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distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement



provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for the payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not guarantee the accuracy of any transaction to or from your HSA. We are not responsible for ensuring your eligibility for making contributions or for ensuring that funds used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information regarding the use of your HSA.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings or MMDA account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card or similar order to third parties are limited to six per calendar month.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund

transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer

to or from your account using an automated teller machine or a point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

- **Preauthorized credits.** If you have arranged to have regular deposits made to your account at least once every 60 days from the same person or company, you can call us at (866) 246-2400 to find out whether or not the deposit has been made.

- **Periodic statements.**

You will receive a monthly account statement from us for your checking and savings accounts, unless there are no transfers in a particular month.

In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

You may be charged a fee for placing a stop payment. Please refer to the schedule of fees.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain

amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not, also, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following instances:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

3. in order to comply with government agency or court orders; or
4. as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer Liability

Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your card and/or code. Telling us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit) if you tell us within 2 business days after you learn of the loss or theft of your card and/or code. If you tell us after 2 business days, you can lose as much as \$500 if someone uses your card and/or code without your permission.

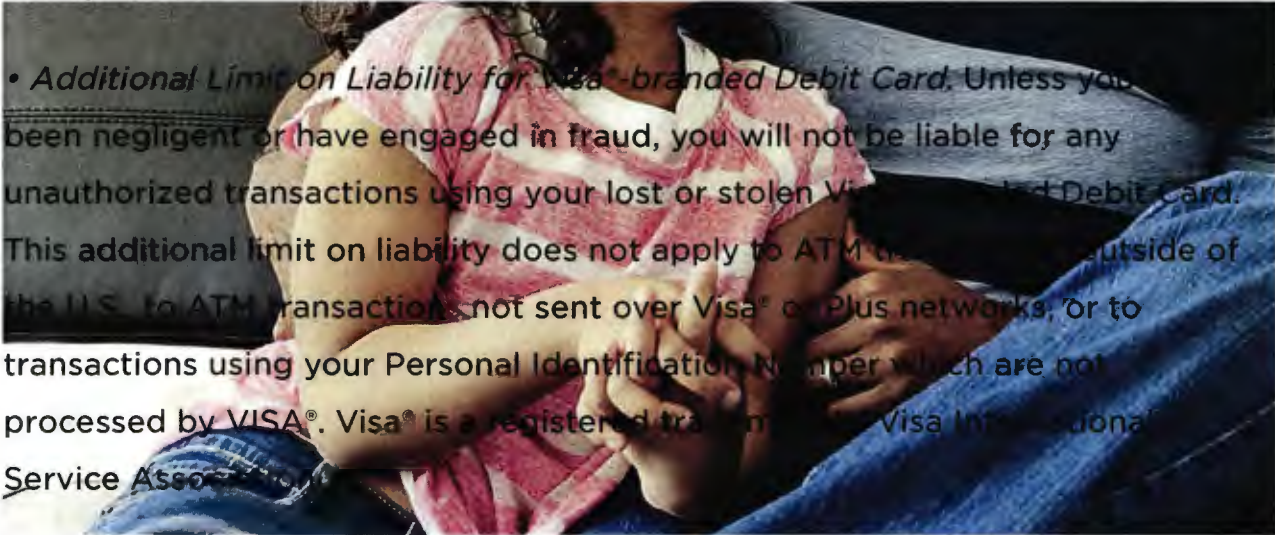
If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for 24 Hour Banking Card.* You will not be liable for any unauthorized transactions using your 24 Hour Banking Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your

card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.



• *Additional Limit on Liability for Visa®-branded Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S. to ATM transactions not sent over Visa® or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa® is a registered trademark of Visa International Service Association.

• *Additional Limits on Liability for Mastercard®-branded Debit Card.* You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

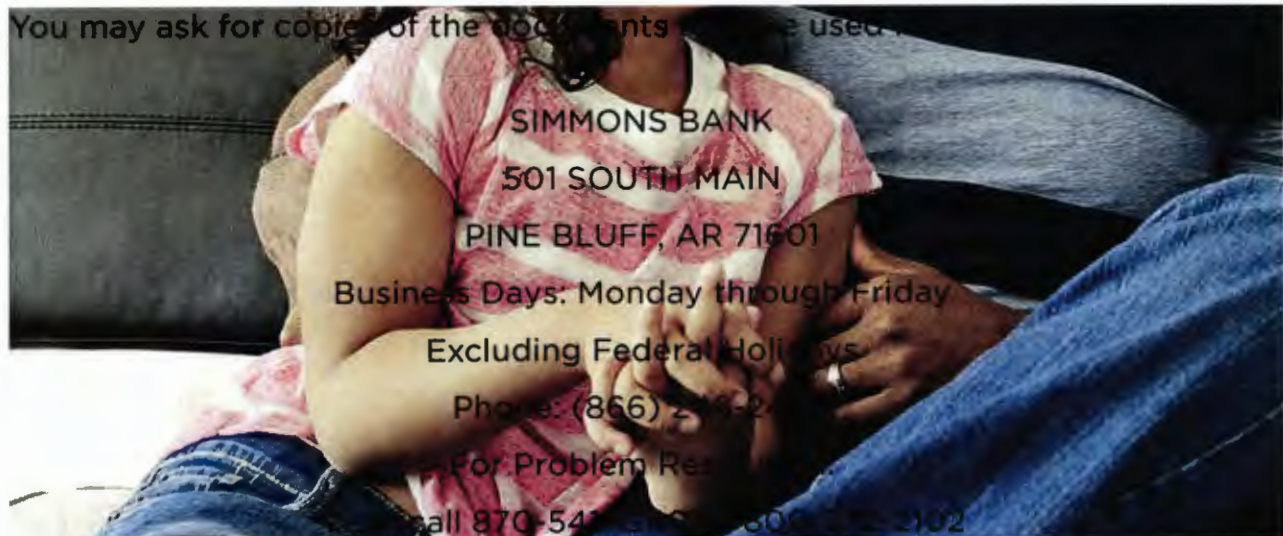
If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card or 24 Hour Banking Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card or 24 Hour Banking Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.



Simmons Bank Visa® Debit Card, Mastercard®

or Simmons Bank 24 Hour Banking Card

call 870-850-2570 or 866-795-9410

or write:

Simmons Bank 24 Hour Banking Dept.

P.O. Box 6609

Pine Bluff, AR 71611-6609

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

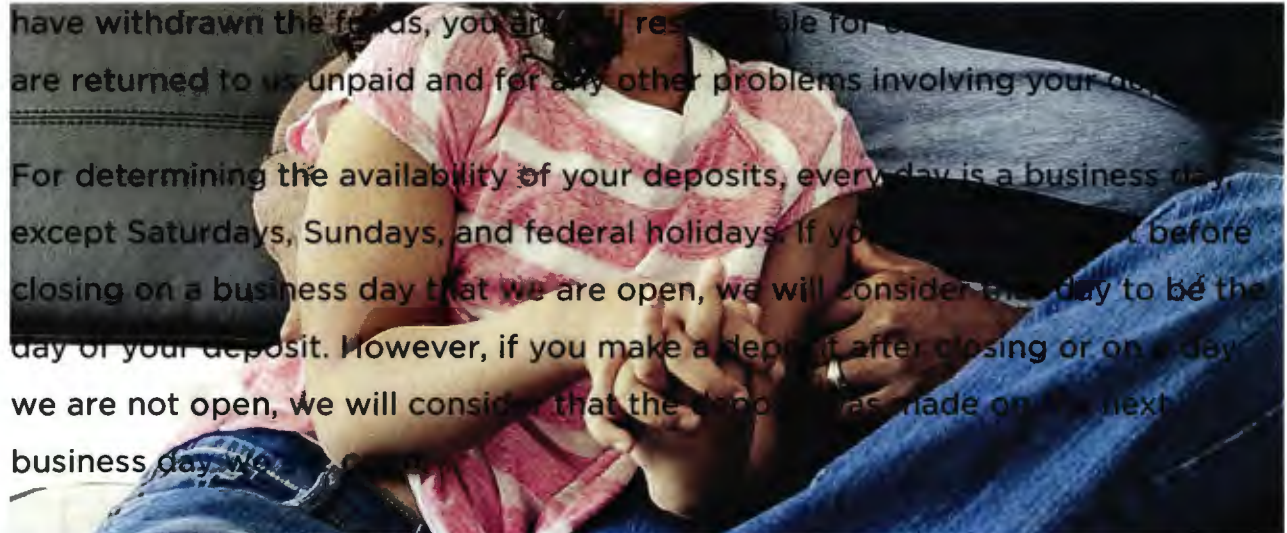
Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the

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funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you



If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

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If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will make you the funds by the day of your deposit.

If you will need the funds from a deposit right away, we will ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check or deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

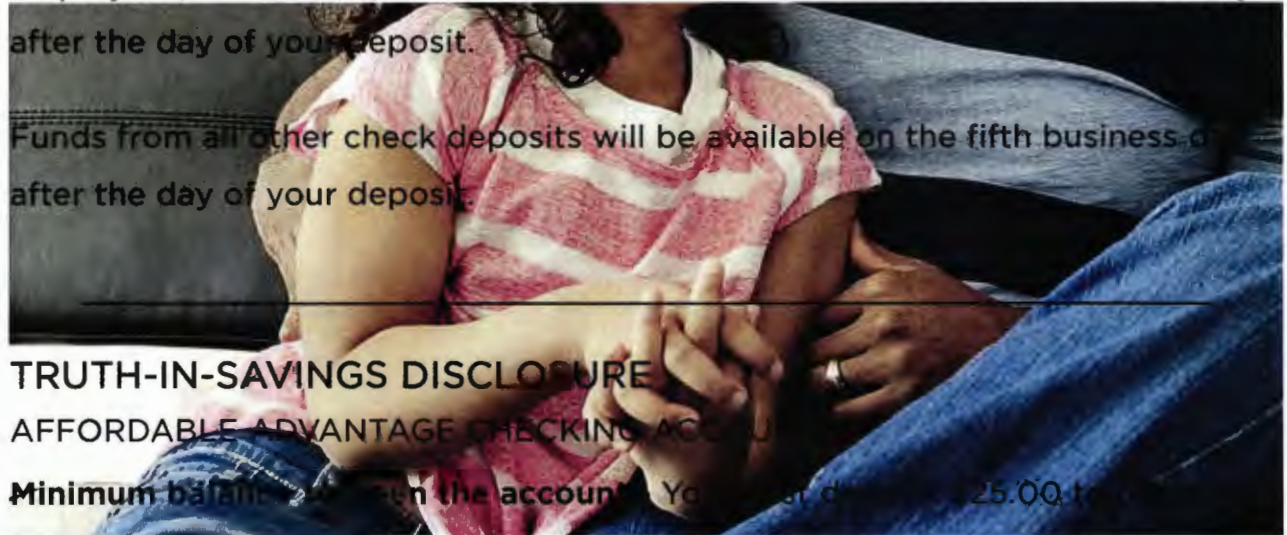
SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have

to use a special deposit slip). The excess over \$5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.



TRUTH-IN-SAVINGS DISCLOSURE

AFFORDABLE ADVANTAGE CHECKING ACCOUNT

Minimum balance - \$25.00 in the account. You must deposit \$25.00 to open an account.

Fees - A service charge fee of \$5.00 will be imposed every monthly statement cycle. A \$2.00 Paper Statement Fee will be imposed every monthly statement cycle in which you receive a paper statement. You may avoid the monthly Paper Statement Fee by enrolling in eStatements.

Transaction Limitations - Transactions that involve a check (including written checks, check by phone or third-party authorizations that come through as a check) will not be honored regardless of account balance. Account transactions are limited to Debit card and ATM transactions, Online and Mobile Bill Pay, Online or Mobile banking transfers.

Additional Terms: Account is not eligible for overdraft protection. Overdraft fees will not be assessed in the event of an overdraft of the account. There is No Dormant account charge.

SIMPLY CHECKING ACCOUNT

Minimum balance to open the account - You must deposit \$50.00 to open this account.

Additional Terms:



Although there are no maintenance or activity fees associated with this account, a Dormant Account fee of \$5.00 per month WILL BE activated if there is NO ACTIVITY or contact from the Depositor for more than 180 days. Dormant Account fees apply ONLY to accounts with balances below \$100.00.

CLASSIC CHECKING ACCOUNT

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$6.00 will be imposed every statement cycle unless you maintain either a minimum daily balance of \$500.00 or a monthly average daily balance of \$1,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Additional Terms:

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A Dormant Account fee of \$5.00 per month WILL BE activated if there is NO ACTIVITY or contact from the Depositor for more than 730 days. Dormant Account fees apply ONLY to accounts with balances below \$100.00.

INTEREST CHECKING ACCOUNT

Rate Information - Your interest rate and annual percentage yield may

Frequency of rate changes - We may change the interest rate on your account at any time.

Interest rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded monthly. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$10.00 will be imposed every statement cycle if the daily balance in the account falls below \$1,000.00 any day of the cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

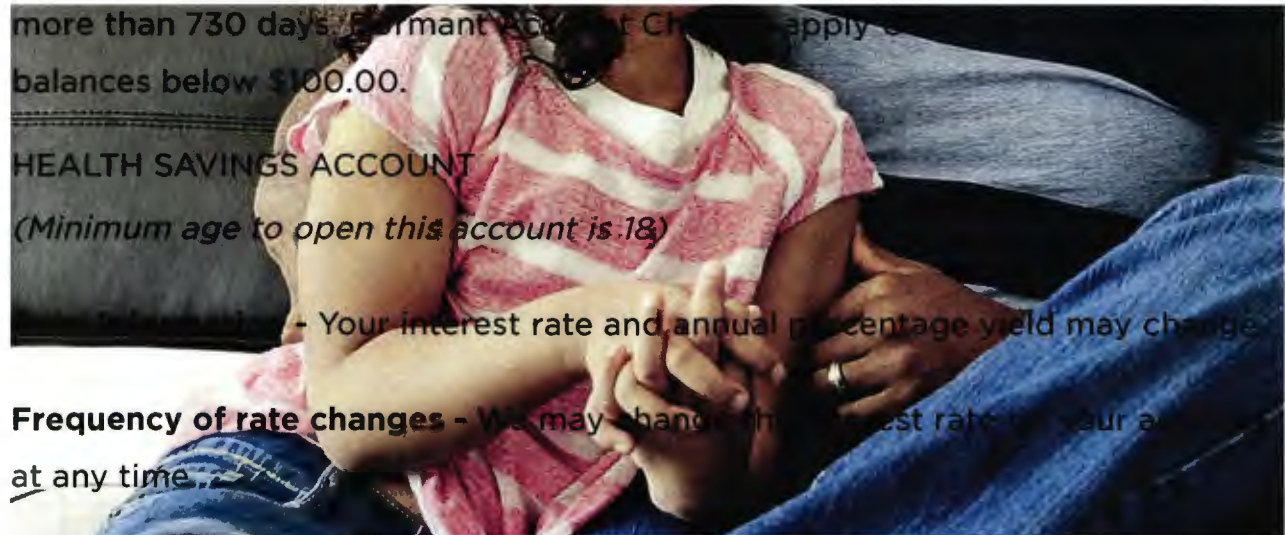
Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

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Additional Terms:

A Dormant Account fee of \$5.00 per month WILL BE activated if there is NO ACTIVITY (other than interest crediting) or contact from the Depositor for



Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Fees:

A monthly service charge fee of \$3.00 will be charged each month.

Additional Terms:

Account Holder CANNOT be enrolled in benefits under Medicare. Generally, Account Holder MUST NOT have attained age 65.

All deposits to the account WILL be considered current year contributions UNLESS otherwise specified by the depositor. If you wish to make a contribution for the Previous Tax Year, it must be designated as a Prior Year Contribution at the time of your deposit.

A Dormant Account fee of \$5.00 per month WILL BE activated if there is NO ACTIVITY or contact from the Depositor for more than 730 days. Dormant Account fees apply ONLY to accounts with balances below \$100.00.

PROSPER CHECKING ACCOUNT

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Fees:

A service charge fee of \$10.00 will be charged each monthly statement cycle or a service charge of \$8.00 will be imposed every monthly statement cycle if the account has a direct deposit during that monthly statement cycle.

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A \$3.00 Paper Statement Fee will be imposed every monthly statement cycle in which you receive a paper statement. You may avoid the monthly Paper Statement Fee by enrolling in eStatements.

Additional Terms:

After 12 months of proper account management, the bank may, at the customers request, evaluate the account for another account type.

Images of Checks, Deposits and all other items written on the account WILL be included with your statements.

A Dormant Account fee of \$5.00 per month will be activated if there is NO ACTIVITY or contact from the Depositor for more than 90 days. Dormant Account fees apply ONLY to accounts with balances below \$100.00.

MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

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Minimum balance to avoid imposition of fees - A service charge fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily percentage to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitations:

Transfers from a Money Market Savings Account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card or similar order to third parties are limited to six per monthly statement cycle.

Fees:

A transaction charge of \$.25 will be assessed for each item deposited in this account in excess of fifty (50) in each monthly statement cycle.

A transaction charge of \$3.00 will be assessed for each item paid out of this account in excess of six (6) in each monthly statement cycle.

Additional Terms:

A Dormant Account fee of \$5.00 per month WILL BE activated if there is NO ACTIVITY (other than interest crediting) or contact from the Depositor for more than 730 days. Dormant Account fees apply ONLY to accounts with balances below \$100.00.

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SIMPLY SAVINGS ACCOUNT**Rate Information** - Your interest rate and annual percentage yield may change.**Frequency of rate changes** - We may change the interest rate on your account at any time.**Determination of rate** - At our discretion, we may change the interest rate on your account.**Compounding and crediting frequency** - Interest will be compounded every month and will be credited to your account every quarter.**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.**Minimum balance to open the account** - You must deposit \$100.00 to open this account.**Minimum balance to avoid imposition of fees** - A service charge fee of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$100.00 any day of the cycle.**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).**Transaction limitations:**

Transfers from a Simply Savings Account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card or similar order to third parties are limited to six per calendar month.

Fees:

A transaction charge fee of \$3.00 will be charged for each item paid in excess of six (6) during a calendar month.

Additional Terms:

Eligible Savings Accounts will be combined on your monthly Checking Account Statement. Eligible accounts are accounts with the same owner(s) and identical Tax Identification Numbers. Contact your local Financial Center for additional accounts to your "Combined Statement".

A Dormant Account fee of \$5.00 per month WILL BE activated if there is NO ACTIVITY (other than interest crediting) or contact from the Depositor for more than 730 days. Dormant Account fees apply ONLY to accounts with balances below \$100.00.

YOUTH SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$10.00 to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitations.

Transfers from a Youth Savings Account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card or similar order to third parties are limited to six per calendar month.

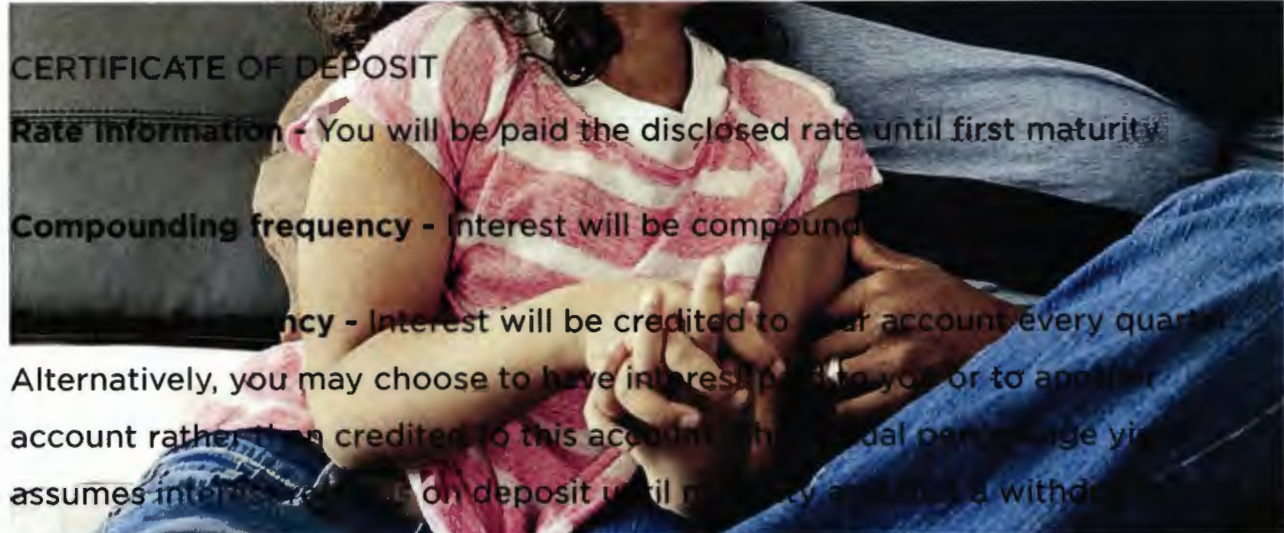
Fees:

A transaction charge fee of \$3.00 will be charged for each item paid in excess of six (6) during a calendar month. This fee will not apply until the primary owner reaches age eighteen (18).

Additional Terms:

Eligible Savings Accounts will be combined on your monthly Checking Account Statement. Eligible accounts are accounts with common ownership and identical Tax Identification Numbers. Contact your local Financial Center to add additional accounts to your "Combined Statement".

A Dormant Account fee of \$5.00 per month WILL BE activated if there is NO ACTIVITY (other than interest crediting) or contact from the Depositor for more than 730 days. Dormant Account fees apply ONLY to accounts with balances below \$100.00.



Minimum balance to open the account - You must deposit \$500.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.



Time requirements - Your account will mature as stated on your certificate of deposit.

penalties (a penalty will be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:
The fee imposed will equal 180 days interest on the amount withdrawn.
- If your account has an original maturity of one year or more:
The fee imposed will equal 360 days interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit. In the event a special CD term is offered, the CD will renew at the then disclosed rate the CD specifies.

You will have ten calendar days after maturity to withdraw the funds without penalty.

JUMBO CERTIFICATE OF DEPOSIT

Rate information - You will be paid the disclosed rate until first maturity.

Compounding frequency - Interest will be compounded every quarter.

Crediting frequency - Interest will be credited to your account every quarter.

Alternatively, you may choose to have interest paid to you or to another account rather than credited to this account. The annual percentage yield assumes interest remains on deposit until maturity and that a withdrawal will reduce earnings.

Minimum balance to open the account - You must deposit \$100,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to withdrawal penalty.

You can only withdraw interest credited in the term beginning on the first day of that term without penalty. You can withdraw interest only on the following dates:

Time requirements - Your account will mature as stated on your certificate of deposit.

Early withdrawal penalties (a penalty will be imposed for withdrawal before maturity) -

- If your account has an original maturity of less than one year:
The fee imposed will equal 180 days interest on the amount withdrawn.
- If your account has an original maturity of one year or more:
The fee imposed will equal 360 days interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

3/22/2019

Personal Account Terms and Conditions | Simmons Bank

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on time deposits on the maturity date which have the same term, minimum (if any) and other features as the original time deposit. In the event a special CD term is offered, the CD will renew at the term closest to the CD special term.

You will have days after maturity to withdraw funds without penalty.

IRA CERTIFICATE OF DEPOSIT

Rate Information - You will be paid the disclosed rate until first maturity.

Compounding frequency - Interest will be compounded every quarter.

Crediting frequency - Interest will be credited to your account every quarter.

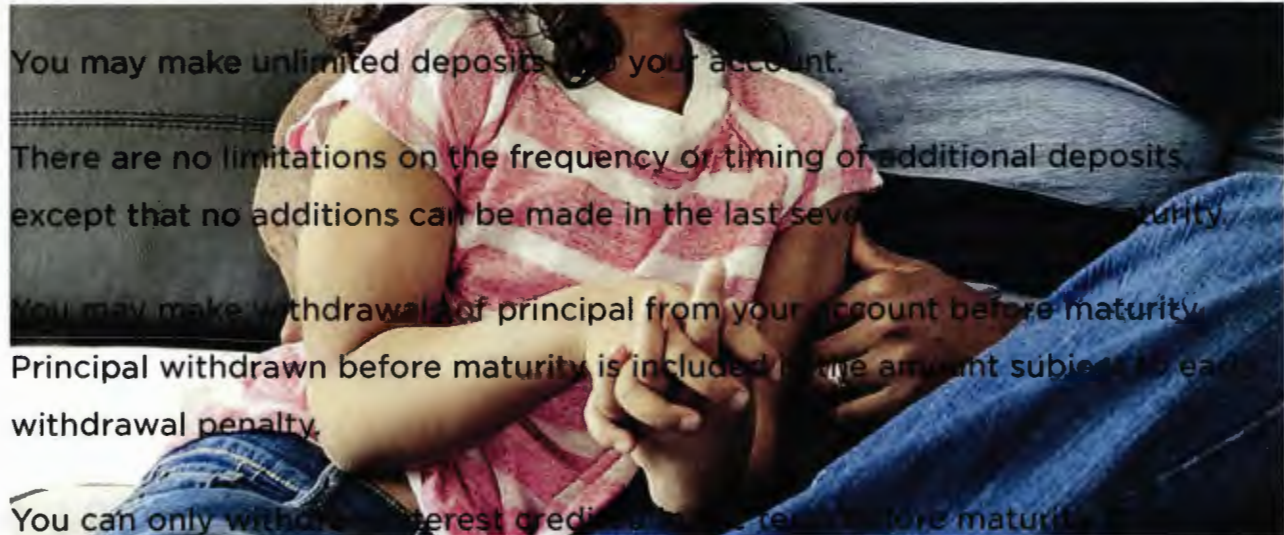
Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:



term without penalty. You can withdraw interest only on the crediting dates.

Time requirements - Your account will mature as stated on your certificate of deposit.

Early withdrawal penalties (a penalty will be imposed for withdrawals before maturity) -

The fee imposed will equal 360 days interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

3/22/2019

Personal Account Terms and Conditions | Simmons Bank

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on time deposits on the maturity date which have the same term, minimum (if any) and other features as the original time deposit. In the event a special CD term is offered, the CD will renew at the term closest to the CD special term.

You will have ten (10) days after maturity to withdraw funds without penalty.

Fees For Abandoned IRA Accounts:

The fee is the lesser of \$35 or the annual interest earnings on the account. An IRA account is considered abandoned after a year-end "Fair Market Value" statement is returned undeliverable or upon failure of the owner to execute the election of payment document by December 31 of the year that he/she becomes age 70¹/₂.

IRA JUMBO CERTIFICATE OF DEPOSIT

Rate Information - You will be paid the disclosed rate until first maturity.

Compounding frequency - Interest will be compounded every quarter.

Crediting frequency - Interest will be credited to your account every quarter.

Minimum balance to open the account - You must deposit \$100,000.00 to open this account.

3/22/2019

Personal Account Terms and Conditions | Simmons Bank

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may make unlimited deposits into your account.

There are no limitations on the frequency or timing of additional deposits, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest only on the crediting dates.

Time requirements - Your account will mature as stated on your certificate of deposit.

Early withdrawal penalties (a penalty will be imposed for withdrawals before maturity) -

The fee imposed will equal 360 days interest on the amount withdrawn.



In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.



Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any, to prevent renewal. Interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit. In the event a special CD term is offered, the CD will renew at the term closest to the CD special term.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

Fees For Abandoned IRA Accounts:

The fee is the lesser of \$35 or the annual interest earnings on the account. An IRA account is considered abandoned after a year-end "Fair Market Value" statement is returned undeliverable or upon failure of the owner to execute the election of payment document by December 31 of the year that he/she becomes age 70^{1/2}.

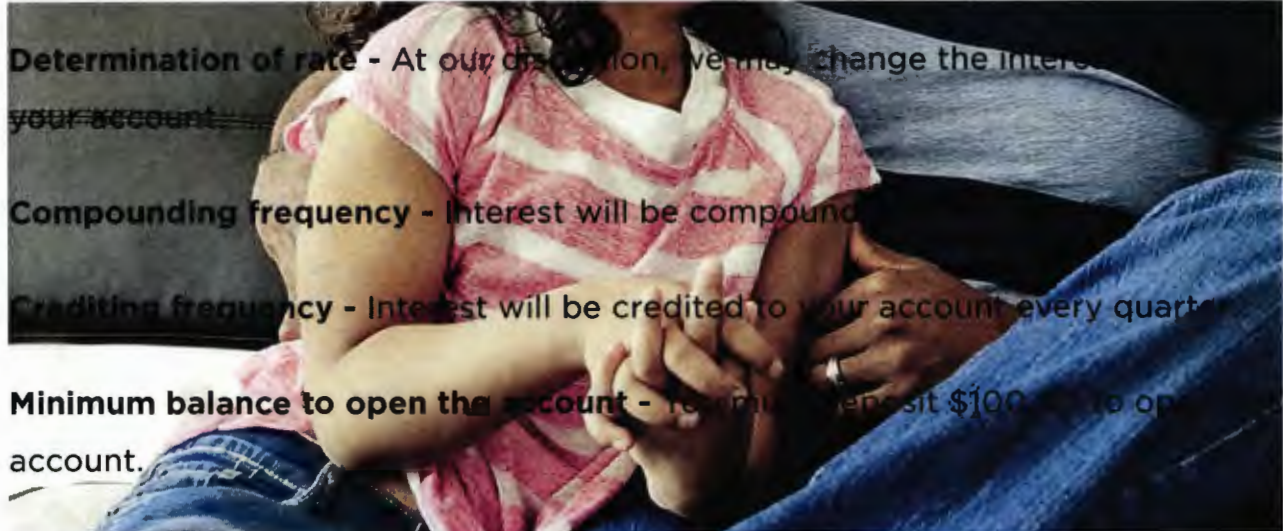
IRA 18-MONTH VARIABLE RATE CERTIFICATE OF DEPOSIT

3/22/2019

Personal Account Terms and Conditions | Simmons Bank

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.



Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding frequency - Interest will be compounded daily.

Crediting frequency - Interest will be credited to your account every quarter.

Minimum balance to open the account - You must deposit \$100.00 to open the account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

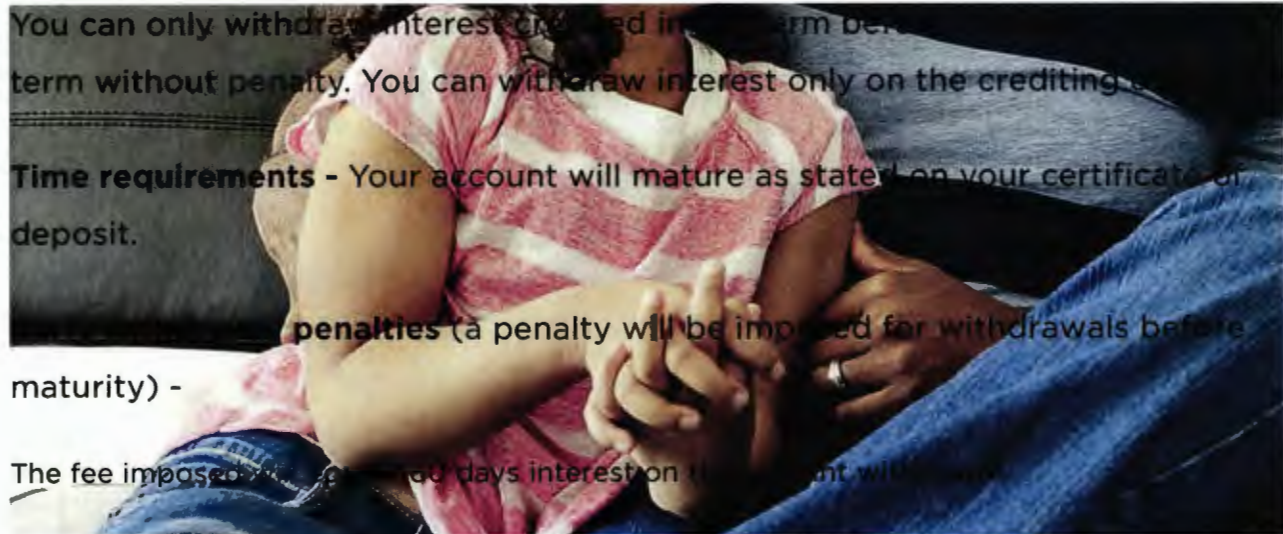
Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may make unlimited deposits into your account.

There are no limitations on the frequency or timing of additional deposits, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.



In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For any time deposit which earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive

written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. Interest will be calculated on the same basis as the original term. In the event a special CD term is offered, the CD will renew on the term closest to the CD special term.

You will have ten calendar days after maturity to withdraw without a penalty.

Fees For Abandoned IRA Accounts:

The fee is the lesser of \$35 or the annual interest earnings. An IRA account is considered abandoned after a year-end "Fair Market Value" statement is returned undeliverable or upon failure of the owner to execute the election of payment document by December 31 of the year that he/she becomes age 70¹/₂.

JUMBO IRA 18-MONTH VARIABLE RATE CERTIFICATE OF DEPOSIT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding frequency - Interest will be compounded every quarter.

Crediting frequency - Interest will be credited to your account every quarter.

Minimum balance to open the account - You must deposit \$100,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$25,000.00 to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies the periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations.

You may make unlimited deposits into your account.

There are no limitations on the frequency or timing of additional deposits, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest only on the crediting dates.

Time requirements - Your account will mature as stated on your certificate of deposit.

Early withdrawal penalties (a penalty will be imposed for withdrawals before maturity) -

The fee imposed will equal 360 days interest on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For any time deposit which earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate the early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. Early withdrawal of earnings.

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. Interest will be calculated on the same basis as during the original term. In the event a special CD term is offered, the CD will renew at the term closest to the CD special term.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

Fees For Abandoned IRA Accounts:

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Personal Account Terms and Conditions | Simmons Bank

The fee is the lesser of \$35 or the annual interest earnings on the account. An IRA account is considered abandoned after a year-end "Fair Market Value" statement is returned undeliverable or upon failure of the owner to execute the election of payment document by December 31 of the year that he/she becomes age 70½.

COMMON FEATURES

Please refer to our separate rate sheet for current interest rates and annual percentage yield information and to our separate fee schedule for additional information about charges.



Member FDIC | simmonsbank.com

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Form AIB-TIS 6/1/2016 Custom TCM-4u,2bh,3o,4u 201017643-010 EARAUB12

This site is directed at, and intended to be used by, persons in the United States of America only.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Donald Tannehill

DEFENDANTS

Simmons Bank

(b) County of Residence of First Listed Plaintiff **Webster County, MO**
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Jefferson County, AR**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Watson Burns, PLLC
253 Adams Ave. Memphis, TN 38103
(901) 529-7996

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(d)(2) and (6)
 Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
 05/10/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Simmons Bank Charges Accountholders Excessive, Unauthorized Fees](#)
