

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

THE COLUMBIAN SPOT, LLC individually Civil Action No. 2:21-cv-1171
and on behalf of all others similarly situated,

Plaintiff,

JURY TRIAL DEMANDED

v.

DOLLAR BANK, a Federal Savings Bank,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff The Columbian Spot LLC (“Plaintiff”), individually and on behalf of all others similarly situated, complains and alleges as follows based on personal knowledge as to itself, on the investigation of its counsel, and on information and belief as to all other matters:

INTRODUCTION

1. This is a civil action seeking monetary damages, restitution and declaratory relief from Defendant, Dollar Bank (“Dollar Bank”), arising from the bank’s routine practice of assessing and collecting “overdraft fees” (“OD Fees”), or what Dollar Bank calls an “Overdraft Penalty” on accounts that were never actually overdrawn.

2. This practice breaches contract promises made in Dollar Bank’s adhesion contracts.

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

4. On behalf of itself and the Class, Plaintiff seeks damages, restitution, and statutory relief for Dollar Bank’s violations as set forth more fully below.

JURISDICTION

5. This Court has original jurisdiction over this putative class action lawsuit pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d)(2) & (6), because the aggregate sum of the claims of the members of the putative class exceeds \$5 million, exclusive of interest and costs, because Plaintiff brings this action on behalf of a proposed class that is comprised of over one hundred members, and because at least one of the members of the proposed class is a citizen of a different state than Dollar Bank.

PARTIES

6. Plaintiff is a Pennsylvania limited liability company with a checking account with Dollar Bank during the class period. Plaintiff is located in Pittsburgh, Pennsylvania. Plaintiff's managing member is a citizen of Pittsburgh, Pennsylvania.

7. Dollar Bank is a Federal Savings Bank and holds more than \$10 billion in assets. Dollar Bank is headquartered in Pittsburgh, Pennsylvania and has branches in Ohio, Pennsylvania, and Virginia.

FACTUAL ALLEGATIONS

I. DOLLAR BANK CHARGES OD FEES ON TRANSACTIONS THAT DO NOT ACTUALLY OVERDRAW THE ACCOUNT

A. Overview of Claim

8. Plaintiff has a checking account with Dollar Bank.

9. Dollar Bank issues debit cards to its checking account customers, including Plaintiff, which allows its customers to have electronic access to their checking accounts for purchases, payments, withdrawals, and other electronic debit transactions.

10. Pursuant to its standard account agreement, Dollar Bank charges OD Fees (currently in the amount of \$36.00) for debit card transactions that purportedly result in an

overdraft.

11. Plaintiff brings this cause of action challenging Dollar Bank's practice of charging OD Fees on what are referred to in this Complaint as "Authorize Positive, Purportedly Settle Negative Transactions" ("APPSN Transactions").

12. Here is how it works. At the moment debit card transactions are authorized on an account with positive funds to cover the transaction, Dollar Bank immediately reduces accountholders' checking accounts for the amount of the purchase, sets aside funds in a checking account to cover that transaction, and as a result, the accountholder's displayed "available balance" reflects that subtracted amount. As a result, customers' accounts will always have sufficient available funds to cover these transactions because Dollar Bank has already sequestered these funds for payment.

13. However, Dollar Bank still assesses crippling OD Fees currently in the amount of \$36.00 on many of these transactions and misrepresents its practices in its account documents.

14. Despite putting aside sufficient available funds for debit card transactions at the time those transactions are authorized, Dollar Bank later assesses OD Fees on those same transactions when they purportedly settle days later into a negative balance. These types of transactions are APPSN Transactions.

15. Dollar Bank maintains a running account balance in real time, tracking funds accountholders have for immediate use. This running account balance is adjusted, in real-time, to account for debit card transactions at the precise instance they are made. When a customer makes a purchase with a debit card, Dollar Bank sequesters the funds needed to pay the transaction, subtracting the dollar amount of the transaction from the customer's available balance. Such funds are not available for any other use by the accountholder, and such funds are specifically associated

with a given debit card transaction.

16. Indeed, the entire purpose of the immediate debit and hold of positive funds is to ensure that there are enough funds in the account to pay the transaction when it settles, as discussed in the Federal Register notice announcing revisions to certain provisions of the Truth in Lending Act regulations:

When a consumer uses a debit card to make a purchase, a hold may be placed on funds in the consumer's account to ensure that the consumer has sufficient funds in the account when the transaction is presented for settlement. This is commonly referred to as a "debit hold." During the time the debit hold remains in place, which may be up to three days after authorization, those funds may be unavailable for the consumer's use for other transactions.

Federal Reserve Board, Office of Thrift Supervision, and National Credit Union Administration, Unfair or Deceptive Acts or Practices, 74 FR 5498-01 (Jan. 29, 2009).

17. That means when any *subsequent*, intervening transactions are initiated on a checking account, they are compared against an account balance that has already been reduced to account for any earlier debit card transactions. This means that many subsequent transactions incur OD Fees due to the unavailability of the funds sequestered for those debit card transactions.

18. Still, despite keeping those held funds off-limits for other transactions, Dollar Bank improperly charges OD Fees on those APPSN Transactions, although the APPSN Transactions *always* have sufficient available funds to be covered.

19. Indeed, the Consumer Financial Protection Bureau ("CFPB") has expressed concern with this very issue, flatly calling the practice "unfair" and/or "deceptive" when:

A financial institution authorized an electronic transaction, which reduced a customer's available balance but did not result in an overdraft at the time of authorization; settlement of a subsequent unrelated transaction that further lowered the customer's available balance and pushed the account into overdraft status; and when the original electronic transaction was later presented for settlement, because of the intervening transaction and overdraft fee, the electronic transaction also posted as an overdraft and an additional overdraft fee was charged. Because such

fees caused harm to consumers, one or more supervised entities were found to have acted unfairly when they charged fees in the manner described above. Consumers likely had no reason to anticipate this practice, which was not appropriately disclosed. They therefore could not reasonably avoid incurring the overdraft fees charged. Consistent with the deception findings summarized above, examiners found that the failure to properly disclose the practice of charging overdraft fees in these circumstances was deceptive. At one or more institutions, examiners found deceptive practices relating to the disclosure of overdraft processing logic for electronic transactions. Examiners noted that these disclosures created a misimpression that the institutions would not charge an overdraft fee with respect to an electronic transaction if the authorization of the transaction did not push the customer's available balance into overdraft status. But the institutions assessed overdraft fees for electronic transactions in a manner inconsistent with the overall net impression created by the disclosures. Examiners therefore concluded that the disclosures were misleading or likely to mislead, and because such misimpressions could be material to a reasonable consumer's decision-making and actions, examiners found the practice to be deceptive. Furthermore, because consumers were substantially injured or likely to be so injured by overdraft fees assessed contrary to the overall net impression created by the disclosures (in a manner not outweighed by countervailing benefits to consumers or competition), and because consumers could not reasonably avoid the fees (given the misimpressions created by the disclosures), the practice of assessing fees under these circumstances was found to be unfair.

Consumer Financial Protection Bureau, Winter 2015 "Supervisory Highlights."

20. There is no justification for these practices, other than to maximize Dollar Bank's OD Fee revenue. APPSN Transactions only exist because intervening checking account transactions supposedly reduce an account balance. But Dollar Bank is free to protect its interests and either reject those intervening transactions or charge OD Fees on those intervening transactions—and it does the latter to the tune of millions of dollars each year. But Dollar Bank was not content with these millions in OD Fees. Instead, it sought millions *more* in OD Fees on these APPSN Transactions.

21. Besides being unfair and unjust, these practices breach contract promises made in Dollar Bank's adhesion contracts—contracts which fail to inform accountholders about the true nature of Dollar Bank's processes and practices. These practices also exploit contractual discretion

to gouge accountholders.

22. In plain, clear, and simple language, the checking account contract documents covering OD Fees promise that Dollar Bank will only charge OD Fees on transactions that have insufficient funds to “cover” that debit card transaction.

23. In short, Dollar Bank is not authorized by contract to charge OD Fees on transactions that have not overdrawn an account, but it has done so and continues to do so.

B. Mechanics of a Debit Card Transaction

24. A debit card transaction occurs in two parts. First, authorization for the purchase amount is instantaneously obtained by the merchant from Dollar Bank. When a merchant physically or virtually “swipes” a customer’s debit card, the credit card terminal connects, via an intermediary, to Dollar Bank, which verifies that the customer’s account is valid and that sufficient available funds exist to “cover” the transaction amount.

25. At this step, if the transaction is approved, Dollar Bank immediately decrements the funds in an accountholder’s account and sequesters funds in the amount of the transaction but does not yet transfer the funds to the merchant.

26. Indeed, the entire purpose of the immediate debit and hold of positive funds is to ensure that there are enough funds in the account to pay the transaction when it settles, as discussed in the Federal Register notice announcing revisions to certain provisions of the Truth in Lending Act regulations:

When a consumer uses a debit card to make a purchase, a hold may be placed on funds in the consumer’s account to ensure that the consumer has sufficient funds in the account when the transaction is presented for settlement. This is commonly referred to as a “debit hold.” During the time the debit hold remains in place, which may be up to three days after authorization, those funds may be unavailable for the consumer’s use for other transactions.

Federal Reserve Board, Office of Thrift Supervision, and National Credit Union Administration,

Unfair or Deceptive Acts or Practices, 74 FR 5498-01 (Jan. 29, 2009).

27. Sometime thereafter, the funds are actually transferred from the customer's account to the merchant's account.

28. Dollar Bank (like all credit unions and banks) decides whether to "pay" debit card transactions at authorization. After that, Dollar Bank is obligated to pay the transaction no matter what. For debit card transactions, that moment of decision can only occur at the point of sale, at the instant the transaction is authorized or declined. It is at that point—and only that point—when Dollar Bank may choose to either pay the transaction or decline it. When the time comes to actually settle the transaction, it is too late—the financial institution has no discretion and must pay the charge. This "must pay" rule applies industry wide and requires that once a financial institution authorizes a debit card transaction, it "must pay" it when the merchant later makes a demand, regardless of other account activity. *See* Electronic Fund Transfers, 74 Fed. Reg. 59033-01, 59046 (Nov. 17, 2009).

29. There is no change—no impact whatsoever—to the available funds in an account when this step occurs.

C. Dollar Bank Account Contract

30. Plaintiff has a Dollar Bank checking account, which is governed by Dollar Bank's standardized Deposit Agreement and Fee Schedule, attached as *Exhibits A and B*, respectively.

31. The Deposit Agreement expressly promises the available balance is immediately reduced for holds, including those placed immediately on debit card transactions, and confirms that "non-sufficient funds items" are only those items that "overdraw[] your account":

Insufficient Funds and Overdrafts. The Bank has no obligation to pay any item that is presented for payment against insufficient available funds. The Bank may determine whether or not your account contains sufficient available funds to pay an item at any time between the time the item is presented and the Bank's return

deadline, and only one determination of the account balance is required. If that determination reveals insufficient available funds to pay the item, the Bank is not required to pay the item and may return it unpaid. Alternatively, the Bank may pay the item and create an overdraft in your account. Whether or not the Bank decides to pay the item and create an overdraft is in the sole discretion of the Bank and will depend on various factors, including your history with the Bank. Moreover, the honoring of one or more items drawn against insufficient available funds does not obligate the Bank to honor any other such items, either in the future or during the same day's processing, and you should not rely on the Bank to honor any particular items drawn against insufficient available funds. In all cases, the Bank is not required to give you prior notice that an item will be returned for insufficient available funds.

An insufficient balance or overdraft in your account and each item presented for payment against insufficient available funds in your account (whether paid, denied, or returned) are each subject to an Overdraft Penalty as provided in the Bank's then-current Account Information Schedule.

Deposit Agreement, Ex. A at ¶8.

32. The Fee Schedule which is incorporated in the Deposit Agreement and therefore part of that contract, provides that OD Fees are assessed for debit card transactions, which include Point of Sale or "POS" transactions when "the available balance in your account is insufficient to cover" an "ATM/POS authorization" when "such items are paid":

Overdraft or NSF Fee

Assessed when the available balance in your account is insufficient to cover an item (check, fee, returned check, ATM/POS authorization, Online Banking, other electronic debit, etc.) presented for payment. An Overdraft Fee is assessed when such items are paid. An NSF Fee is assessed when the item is returned unpaid. Items may not be processed in the order they occur, which can affect overdraft fees. See the section on withdrawals in the Deposit Agreement for details. Fee limited to five (5) charges per day.

Fee Schedule, Ex. B.

33. For APPSN Transactions, which are immediately deducted from a positive account balance and held aside for payment of that same POS transaction, there are always funds to cover those transactions at the time of authorization—yet Dollar Bank assesses OD Fees on them anyway.

34. The above promises indicate that POS debit card transactions are only overdraft transactions when they are authorized into a negative account balance. Of course, that is not true for APPSN Transactions.

35. APPSN Transactions are always *initiated* at the time the customer swipes the debit card when there are sufficient available funds in the account.

36. In fact, Dollar Bank actually authorizes transactions on positive funds, sets those funds aside on hold, then fails to use those same funds to settle those same transactions. Instead, it uses a secret posting process described below.

37. All the above representations and contractual promises are untrue. In fact, Dollar Bank charges OD Fees even when sufficient funds exist to cover transactions that are authorized into a positive balance. No express language in any document states that Dollar Bank may impose OD Fees on any APPSN Transactions.

38. The Deposit Agreement misconstrues Dollar Bank's true debit card processing and overdraft practices.

39. First, and most fundamentally, Dollar Bank charges OD Fees on debit card transactions for which there are sufficient funds available to cover the transactions. That is despite contractual representations that Dollar Bank will only charge OD Fees on transactions with insufficient available funds to cover a given transaction.

40. Dollar Bank assesses OD Fees on APPSN Transactions that do have sufficient funds available to cover them throughout their lifecycle.

41. Dollar Bank's practice of charging OD Fees even when sufficient available funds exist to cover a transaction violates a contractual promise not to do so. This discrepancy between Dollar Bank's actual practice and the contract causes accountholders like the Plaintiff to incur

more OD Fees than they should.

42. Next, sufficient funds for APPSN Transactions are actually debited from the account immediately, consistent with standard industry practice.

43. Because these withdrawals take place upon initiation, they cannot be re-debited later. But that is what Dollar Bank does when it re-debits the account during a secret batching posting process.

44. In reality, Dollar Bank's actual practice is to assay the same debit card transaction twice to determine if the transaction overdraws an account—both at the time a transaction is authorized and later at the time of settlement.

45. At the time of settlement, however, an available balance *does not change at all* for these transactions previously authorized into good funds. As such, Dollar Bank cannot then charge an OD Fee on such transaction because the available balance has not been rendered insufficient due to the pseudo-event of settlement.

46. Upon information and belief, something more is going on: at the moment a debit card transaction is getting ready to settle, Dollar Bank does something new and unexpected, during the middle of the night, during its nightly batch posting process. Specifically, Dollar Bank releases the hold placed on funds for the transaction for a split second, putting money back into the account, then re-debits the same transaction a second time.

47. This secret step allows Dollar Bank to charge OD Fees on transactions that never should have caused an overdraft—transactions that were authorized into sufficient funds, and for which Dollar Bank specifically set aside money to pay them.

48. This discrepancy between Dollar Bank's actual practices and the contract causes accountholders to incur more OD Fees than they should.

49. In sum, there is a huge gap between Dollar Bank's practices as described in the account documents and Dollar Bank's practices in reality.

D. Dollar Bank Abuses Contractual Discretion

50. Dollar Bank's treatment of debit card transactions to charge OD Fees is not simply a breach of the express terms of the numerous account documents. In addition, Dollar Bank exploits contractual discretion to the detriment of accountholders when it uses these policies.

51. As alleged above, Dollar Bank reserves discretion to pay an item into overdraft and for debit card transactions it promises to charge them when there are insufficient funds at the time POS transactions are authorized. Even though it holds the funds for those POS transactions authorized against a positive balance, Dollar Bank in a surprising, counterintuitive way uses its discretion to deem those transactions to overdraw the account when they settle, contrary to any reasonable, common sense an accountholder would expect.

52. Moreover, Dollar Bank uses its contractual discretion to cause APPSN Transactions to incur OD Fees by knowingly authorizing later transactions that it allows to consume available funds previously sequestered for APPSN Transactions.

53. Dollar Bank uses these contractual discretion points unfairly to extract OD Fees on transactions that no reasonable accountholder would believe could cause OD Fees.

E. Reasonable Accountholders Understand Debit Card Transactions are Debited Immediately

54. The assessment of OD Fees on APPSN Transactions is fundamentally inconsistent with immediate withdrawal of funds for debit card transactions. That is because if funds are immediately debited, they cannot be depleted by intervening transactions (and it is that subsequent depletion that is the necessary condition of APPSN Transactions). If funds are immediately debited then, they are necessarily applied to the debit card transactions for which they are debited.

55. Dollar Bank was and is aware that this is precisely how accountholders reasonably understand debit card transactions to work.

56. Dollar Bank knows that many accountholders prefer debit cards for these very reasons. Research indicates that accountholders prefer debit cards as a budgeting device because they do not allow debt like credit cards do, and because the money comes directly out of a checking account.

57. Consumer Action, a national nonprofit consumer education and advocacy organization, advises consumers determining whether they should use a debit card that “[t]here is no grace period on debit card purchases the way there is on credit card purchases; the money is immediately deducted from your checking account. Also, when you use a debit card you lose the one or two days of ‘float’ time that a check usually takes to clear.” *What Do I Need to Know About Using a Debit Card?*, ConsumerAction (Jan. 14, 2019), https://www.consumer-action.org/helpdesk/articles/what_do_i_need_to_know_about_using_a_debit_card.

58. Further, Consumer Action informs consumers that “Debit cards offer the convenience of paying with plastic without the risk of overspending. When you use a debit card, you do not get a monthly bill. You also avoid the finance charges and debt that can come with a credit card if not paid off in full.” *Understanding Debit Cards*, ConsumerAction, http://www.consumer-action.org/english/articles/understanding_debit_cards (last visited August 22, 2021).

59. This understanding is a large part of the reason that debit cards have risen in popularity. The number of terminals that accept debit cards in the United States has increased by approximately 1.4 million in the last five years, and with that increasing ubiquity, consumers have (along with credit cards) viewed debit cards “as a more convenient option than refilling their

wallets with cash from an ATM.” Maria LaMagna, *Debit Cards Gaining on Case for Smallest Purchases*, MarketWatch, Mar. 23, 2016, <http://www.marketwatch.com/story/more-people-are-using-debit-cards-to-buy-a-pack-of-gum-2016-03-23>.

60. Not only have accountholders increasingly transitioned from cash to debit cards, but they believe that a debit card purchase is the fundamental equivalent of a cash purchase, with the swipe of a card equating to handing over cash, permanently and irreversibly.

61. Dollar Bank was aware of an accountholder perception that debit transactions reduce an available balance *in a specified order*—namely, the moment they are actually initiated—and its account agreement only supports this perception.

F. Plaintiff’s Experience

62. As an example, on November 14, 2018, Plaintiff was assessed an OD Fee in the amount of \$36.00 for a debit card transaction that settled on that day, despite the fact that positive funds were deducted immediately on a prior day for the transaction on which Plaintiff was assessed OD Fees. Upon information and belief, Plaintiff was unlawfully charged other OD Fees on APPSN Transactions, which will be confirmed during discovery.

II. CLASS ACTION ALLEGATIONS

63. Plaintiff brings this action on behalf of itself and on behalf of all others similarly situated pursuant to F.R.C.P. 23. The Classes are defined as:

All Dollar Bank accountholders who, within the applicable statute of limitations preceding the filing of this lawsuit, were charged OD Fees on APPSN Transactions (the “Class”).

All Dollar Bank accountholders in Pennsylvania who, within the applicable statute of limitations preceding the filing of this lawsuit, were charged OD Fees on APPSN Transactions (the “Pennsylvania Subclass”).

64. Excluded from the Classes are Defendant, Defendant’s subsidiaries and affiliates,

their officers, directors and member 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.

65. Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or to add a subclass(es), if necessary, before this Court determines whether certification is appropriate.

66. 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 Dollar Bank has acted on grounds generally applicable to the Classes. Such common legal or factual questions include, but are not limited to:

- a) Whether Dollar Bank improperly charged OD Fees on APPSN Transactions;
- b) Whether the conduct enumerated above violates the contract;
- c) Whether the conduct enumerated above violates the covenant of good faith and fair dealing;
- d) Whether the conduct enumerated above violates the Pennsylvania Unfair Trade Practices and Consumer Protection Law; and,
- e) The appropriate measure of damages and other relief.

67. 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 identity of whom are within the exclusive knowledge of and can be ascertained only by resort to Dollar Bank's records. Dollar Bank 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.

68. It is impracticable to bring individual claims for members of the Classes 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.

69. 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 Dollar Bank, as described herein.

70. Plaintiff is more than an adequate representative of the Classes in that Plaintiff has a Dollar Bank checking account and has suffered damages as a result of Dollar Bank's contract violations. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of itself 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 accountholders 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.

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

72. Dollar Bank has acted or refused to act on grounds generally applicable to the class, thereby making appropriate corresponding declaratory relief with respect to the Classes as a whole.

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

CAUSES OF ACTION

COUNT I - BREACH OF CONTRACT INCLUDING THE COVENANT OF GOOD FAITH AND FAIR DEALING (Individually and on Behalf of the Class and Pennsylvania Subclass)

74. Plaintiff repeats and incorporates the allegations in paragraphs 1-73 above as if fully set forth herein.

75. Plaintiff, and all members of the proposed Classes, contracted with Dollar Bank for checking account services, including debit card services.

76. Dollar Bank breached promises made to Plaintiff and all members of the proposed Classes when as described herein, Dollar Bank charged OD Fees on APPSN Transactions that did not overdraw a checking account.

77. In addition, there exists an implied covenant of good faith and fair dealing in all contracts that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract. 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.

78. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, 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.

79. The implied covenant of good faith and fair dealing applies to the performance and enforcement of contracts, limits the parties' conduct when their contract defers decision on a particular term, omits terms, or provides ambiguous terms.

80. Dollar Bank has breached the covenant of good faith and fair dealing and abused its discretion in its contract as described herein. Specifically, Dollar Bank should not have used its discretion to charge OD Fees on APPSN Transactions. The Deposit Agreements is a contract term permitting OD Fees on such transactions, and that contract is otherwise ambiguous as to any right for Dollar Bank to charge OD Fees on APPSN Transactions.

81. Plaintiff and all members of the proposed Classes have performed all, or substantially all, of the obligations imposed on them under the contract.

82. Plaintiff and all members of the proposed Classes have sustained damages as a result of Dollar Bank's breach of the contract and breach of the duty of good faith and fair dealing.

COUNT II - PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW
(Individually and on Behalf of the Pennsylvania Subclass)

83. Plaintiff repeats and incorporates the allegations in paragraphs 1-82 above as if fully set forth herein.

84. This claim is asserted on behalf of the Subclass of Dollar Bank customers who are Pennsylvania citizens and enjoy the protections of the Pennsylvania Unfair Trade Practices and

Consumer Protection Law, 73 P.S. § 201-1 *et seq.*

85. Dollar Bank engages in unfair business practices relating to the imposition of OD Fees on consumers, in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.* In particular, the wrongful conduct described herein violated 73 P.S. § 201-2(4)(v) (representing that goods or services have characteristics, uses, or benefits that they do not have), § 201-2(4)(xiv) (failing to comply with the terms of any written guarantee or warranty given to a buyer), and § 201-2(4)(xxi) (engaging in any other deceptive conduct which creates a likelihood of confusion or misunderstanding)

PRAYER FOR RELIEF

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

- A. Certification for this matter to proceed as a class action on behalf of the Classes;
- B. Declaring Dollar Bank's OD Fee policies and practices to be in breach of its contract with accountholders;
- C. Restitution of all OD Fees paid to Dollar Bank by Plaintiff and the members of the Classes, as a result of the wrongs alleged herein in an amount to be determined at trial;
- D. Actual damages in an amount according to proof;
- E. Statutory and/or treble damages for the Pennsylvania Subclass;
- F. Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;
- G. For costs and attorneys' fees under the common fund doctrine, and all other applicable law; and,
- H. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of itself and the Class, hereby demands a trial by jury on all claims so triable.

Dated: September 1, 2021

Respectfully submitted,

/s/ D. Aaron Rihn

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Counsel for Plaintiff and the Class

**Pro Hac Vice To Be Filed*

EXHIBIT A



My Location: Pennsylvania

Change ▾

CLOSE



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EMAIL

Deposit Agreement

Dollar Bank Deposit Agreement

Effective September 15, 2010

GENERAL PROVISIONS

- 1. Legal Effect of this Agreement.** The terms and conditions set forth in this agreement (the “Agreement”) govern all deposit accounts opened or maintained at Dollar Bank, Federal Savings Bank on or after the effective date shown in this Agreement. Throughout this Agreement, Dollar Bank, Federal Savings Bank will be called “the Bank” and you, the person(s), partnership, corporation, limited liability company, association or other entity that opens or maintains one or more deposit accounts at the Bank, will be called “you” or “your” in the possessive case. If you open an account with the Bank and sign a Dollar Bank signature card (the “Signature Card”), or if you continue to use or maintain your deposit account at the Bank after the effective date of this Agreement, you are agreeing to the bylaws of the Bank and the terms and conditions contained in this Agreement, as both are now in effect or are hereafter amended, and you agree that the Bank’s bylaws and this Agreement are **binding** on your heirs, successors, representatives, agents and assigns. The account information schedules for your account (the “Account Information Schedules”), as amended from time to time, listing applicable fees and charges are incorporated into this Agreement by this reference. This Agreement is a legally **binding** contract. Please note it can only be modified as provided in the Agreement. In establishing or maintaining an account with the Bank, you acknowledge and agree that our relationship is solely that of debtor and creditor and that the Bank is not acting as a fiduciary for you or your benefit

(including, without limitation, with respect to accounts with an agency or other fiduciary designation). A reproduction of this Agreement is available at www.dollarbank.com/rulesandregs, at any branch location, via mail at Dollar Bank, P.O. Box 765, Pittsburgh, PA 15230, via e-mail at customerservice@dollarbank.com or by calling 1-800-242-1616. If there is a conflict between this Agreement and something said by an employee or officer of the Bank, this Agreement will control.

2. **Deposit Products.** The Bank offers a great variety of financial services and deposit products. This Agreement covers all types of deposit accounts offered by the Bank, now or in the future, and the term “account(s)” shall include checking accounts, savings accounts, demand deposit accounts, money market deposit accounts, and certificates of deposit. This Agreement does not cover products such as loans, safe deposit boxes, credit cards or other non-deposit products that the Bank may offer now or in the future. In addition, some deposit accounts involve special rules that are not set forth in this Agreement; these accounts include IRA’s, KEOGH Plans and other similar plans and certificates of deposit. While this Agreement is generally applicable to these accounts, they are also subject to additional rules designed to take their unique characteristics into account. To the extent this Agreement and those rules conflict, those rules will control.
3. **Effect of State and Federal Laws and Regulations.** The deposit relationship between you and the Bank is governed primarily by this Agreement. But it is also governed by the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks; the rules and regulations of other proper bank supervisory authorities and other governmental agencies; applicable clearinghouse rules; and applicable state laws and regulations. If you opened your account at one of the Bank’s branches or other offices, the applicable state law and regulations for your account are those of the state in which that branch or office is located. If your account was not opened at one of the Bank’s branches or other offices (for example, if it was opened by mail or electronically through the Internet), the applicable state law and regulations are those of the Commonwealth of Pennsylvania. If any terms of this Agreement are in conflict with applicable law,

those terms will be nullified to the extent they are inconsistent with the law, and the applicable law will govern. If any provision of this Agreement is declared to be invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.

4. **Waiver of Notice.** By signing the Signature Card or continuing to use or maintain your account after the date printed in this Agreement, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposit in your account is dishonored and returned to the Bank, the Bank is not required to notify you of the dishonor.
5. **Waiver of Rights by the Bank.** The Bank reserves the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any waiver will not affect the Bank's right to enforce any of its rights with respect to other customers, or to enforce any of its rights with respect to other transactions with you and is not sufficient to modify the terms and conditions of this Agreement.
6. **Modifications of the Agreement by the Bank.** The Bank reserves the right to modify the terms (including the right to convert your account from one product to another) of this Agreement at any time. Unless otherwise required by law, the Bank may modify this Agreement by mailing to you, in your statement or to your statement mailing address, a written notice of the modification. Unless such modification is favorable to you or is required by an emergency situation (in which case the Bank will give you such notice as the Bank deems practicable), a modification will become effective 15 days (or such later time as required by law) following the date of mailing unless you consent to an earlier date. Except as otherwise noted in this Agreement, modification or changes in interest rates on interest-bearing accounts shall be made at the Bank's sole discretion.
7. **Right to Refuse Account and Termination of Agreement.** The Bank reserves the right to refuse to open or maintain any account with any person or organization. Moreover, this Agreement can be terminated (and your account closed) by the Bank at any time by written notice. Such a termination will not

release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account, or for your liability for outstanding checks, other items or as may be permitted by law. You agree that notice of termination of this Agreement by the Bank will be reasonable if it is mailed to your mailing address as shown on the Bank's records at least ten (10) days prior to the date of the termination. You agree also that the Bank may close your account without giving you prior notice if it has a zero balance for a period of six (6) months, a negative balance, or the Bank reasonably believes that it evidences unusual or suspicious activity.

8. **Notices.** Any written notice you give to the Bank is not effective until it is actually received by the Bank and the Bank has had a reasonable opportunity to act upon the notice. Any written notice the Bank gives you is effective when it is deposited in the United States mail to the last known address as reflected on the records of the Bank. Notice to any one owner of an Account is notice to all owners of that account.
9. **Bank Cards.** If the Bank issues a bank card(s) to you for conducting transactions at Automated Teller Machines ("ATMs"), debit transactions for purchasing goods or services from merchants and/or for identification purposes, you agree that any such card is the property of the Bank and may be canceled by the Bank at any time without notice to you and must be surrendered upon the Bank's request. You acknowledge that the Personal Identification Number ("PIN") assigned to you for use with a bank card has the same legal effect as your signature and is personal and confidential. You agree to take all reasonable precautions so that no one else learns the PIN, including not communicating or disclosing the PIN to any other person, not writing the PIN on your bank card, and not keeping a record of your PIN in the same wallet or place as your bank card. You agree that if you give your bank card and PIN to another person, you will be responsible for any use of the card by such person, even if the other person uses the card and PIN in an amount that exceeds any limit you placed on such usage. You agree to report to the Bank any loss or theft of your bank card or any other problem concerning your Account. Your rights and liabilities will be as set forth in the Regulation E - Electronic Funds Transfer Disclosure Statement portion of this Agreement.

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OWNERSHIP OF ACCOUNTS

1. **Ownership Designation.** The classification of your account as a individual account or a business account, and the form of ownership of your account, are designated on the Signature Card you sign when you open the account. The Bank may rely on the classification and form of ownership for an account set forth on the Signature Card for all purposes relating to the account. To the extent the Bank's records and the Signature Card conflict regarding the form of ownership, the Signature Card will control. To the extent the Signature Card is lost, destroyed, illegible or otherwise unavailable, or, in the sole judgment of the Bank, incapable of reasonable interpretation, the Bank's records shall control. The provisions of this Part describe the rules applicable to the various account classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on the Signature Card apply to your account.
2. **Consumer Accounts - Individual Accounts.** Consumer accounts are those established that are not business accounts as defined later in this Agreement. By opening an account that is designated as an individual account on the Signature Card you are considered by the Bank as the sole owner of the account. You may designate one or more other persons that may write checks on the account by granting them a limited power of attorney on a form acceptable to the Bank without granting them any ownership interest in your account.
3. **Consumer Accounts - Joint Accounts.** A consumer account opened by two or more persons is deemed to be a joint account. It is your responsibility to determine the legal effect of opening and maintaining a joint account. Except as provided by law, if your account is a joint account, then you own your account with the other account owner as joint tenants with the right of survivorship and not as tenants in common. Upon the death of a joint tenant, the surviving owner has the right to all the funds in the account subject to the

Bank's right of setoff and security interest in the account. Except as provided by law, if more than one joint tenant survives, they will own the account as joint tenants with the right of survivorship and not as tenants in common.

On the Signature Card, joint accounts may be designated as either "AND" accounts or "OR" accounts. Except as specifically stated in this section accounts designated as "AND" and accounts designated as "OR" shall be treated in the same manner.

For AND accounts (for example, Joe Smith and Jane Doe), the closing of the Account and all withdrawals, by any means the Bank makes available, must be authorized jointly by all account owners so designated; however, any account owner may make deposits to the account and have access to account records.

For OR accounts (for example, Joe Smith or Jane Doe), any account owner may authorize withdrawals, by any means the Bank makes available, for any or all of the funds in the Account, may close the Account, or may enter into special agreements regarding the account.

If there is no designation, or no designation can be reasonably discerned in the sole judgment of the Bank, the joint account shall be deemed to be an "OR" account.

Unless the Bank receives other specific contrary instructions signed by all joint depositors, each joint depositor hereby appoints the other joint depositor(s) as attorney(s)-in-fact, so that any joint depositor may endorse checks, drafts or other instruments payable to any joint depositor and may make deposits to your account; this initial appointment shall continue despite the later disability, incapacity or death of any joint depositor until such time as the Bank has been notified in writing of the revocation of such appointment and has had a reasonable opportunity to act upon such notice. Upon being notified of the death of any account owner, the Bank may continue to honor items, other payment orders and withdrawal requests made by any joint owner(s), in

accordance with applicable state law.

Each joint owner also authorizes the Bank to exercise setoff and enforce its security interest in the entire joint account without notice, even though only one of the joint owners is the debtor; these rights exist regardless of who contributed funds to the joint account. Similarly, the Bank can enforce overdraft liability (and any related service charges and expenses) in the joint account against any joint owner individually (and each joint owner agrees to be jointly and severally liable for all overdraft liability in the joint account (and any related service charges and expenses)), even if the joint owner did not sign the item creating the overdraft or receive any benefit from its proceeds. Except as required by applicable law, garnishments against either or both joint owners are subject to the Bank's right of setoff and security interest and if the Bank receives appropriate legal process relating to such garnishment, the Bank may pay funds from the joint account to satisfy that garnishment in accordance with applicable law without notice to any joint owner(s).

If the Bank receives written notice from any joint owner, the Bank may suspend access to the Account. If the Bank receives notice from any source that there is a dispute regarding the ownership of funds in the joint account, the Bank may, at its sole discretion, suspend access to the Account until the Bank receives written notice from all joint account holder(s) that the dispute is resolved.

4. **Business Accounts.** Business accounts are those established by any partnership, corporation, limited liability company, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account as a sole proprietor for any trade or business. The classification and form of ownership of a business account are as designated on the Signature Card.

The business and each person who signs the Signature Card, any resolution or any other separate written authorization concerning an account, represents to

and agrees with the Bank that (a) the business has taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to the Bank by or on behalf of the business are true, accurate and complete in all respects, (c) all assumed or fictitious names used by the business have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the Signature Card, any resolution or any other separate written authorization concerning the account has complete authority to bind the business in all transactions involving the account.

The business agrees to notify the Bank promptly in writing of any change in its form or jurisdiction of organization or ownership or in the authority of any person with respect to the account or any transactions relating to it. The Bank also reserves the right to require a partnership, corporation or other legal entity to give separate written authorization telling the Bank who is authorized to act on its behalf. The Bank is authorized to follow the directions of a person designated as having authority to act on the entity's behalf until the Bank receives written notice that the authority has been terminated and has had a reasonable time to act upon that notice.

5. **Agency and Fiduciary Accounts.** Any individual(s) acting as an agent, guardian, personal representative, attorney-in-fact, custodian or some other fiduciary capacity (individually and collectively, an "Agent") must be designated by the Bank as such on the Signature Card. While your Agent may have a fiduciary relationship with you with respect to an account with such a designation, you agree that the Bank's relationship with you continues to be solely that of debtor and creditor. The Bank is authorized to follow the directions of your Agent regarding your account until the Bank receives written notice that the agency has been terminated and it has had a reasonable opportunity to act upon the notice.

The Bank has the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship and may charge a

service fee for the review of such document. Following such review, the Bank may refuse to honor the document creating the agency or fiduciary relationship and you acknowledge and agree that the Bank shall not be liable to you if the document creating the agency or fiduciary relationship, such as a power of attorney, is subsequently determined to be valid pursuant to applicable law. The Bank has the right to request the production of the original document establishing the agency or other fiduciary relationship and may require that the signatures executing the original document be notarized or that other proof of the authenticity of the document and/or its continued effectiveness be provided. Unless the Bank receives a complete copy of the Agency Agreement, Trust Agreement, Court Order or other document under which the account is opened, the Bank is authorized to follow the instructions of your Agent without determining if those instructions are contrary to or prohibited by such document.

The Bank is not liable for the misapplication of funds from your account by your Agent. In consideration for permitting agency and fiduciary accounts, you agree to indemnify and hold the Bank harmless from any and all damages, losses, costs or expenses incurred by Bank arising out of or related to the Bank permitting an Agent to transact on an account including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law.

6. **Custodian Accounts.** The custodian of all custodial accounts under the Uniform Gifts to Minors Act, the Uniform Transfers to Minors Act, or similar law, must notify the Bank immediately in writing upon the death of the minor or upon the minor attaining the age of majority. After notifying the Bank of either of these events or upon the Bank's receipt of satisfactory evidence that either of these events has occurred, the custodian's authority over the account continues only to the extent permitted by applicable law. Before the Bank receives such notice or evidence, the Bank may honor any checks, drafts or other instructions of the custodian without incurring any liability to the minor or to any third party, and the custodian will be liable to the Bank for any loss or expense it incurs because of the failure to give prompt notice.

Upon the death, incapacity or resignation of any custodian, the Bank will recognize a successor custodian properly designated by the previous custodian pursuant to applicable law. If no successor custodian has been so designated, the Bank will only recognize a successor custodian who is assuming the position in accordance with applicable law.

7. In Trust For or Payable on Death Accounts. The Bank may, to the extent permitted by law, accept accounts designated on the Signature Card as “In Trust For” or “Payable on Death” accounts. These accounts use a statutory procedure to automatically transfer your account to the beneficiaries designated on the Signature Card upon your death. The Bank makes no representations as to whether the use of such a designation is appropriate for the person(s) establishing such an account. Any such designation should be made only after consulting with an attorney or other estate-planning professional. During your lifetime you may make withdrawals and perform other transactions and all interest earned on your account shall be reported to the social security number designated on the Signature Card. You may close your account by withdrawing all of the funds and/or may remove beneficiaries at any time. Upon the death of the owner(s) of the account, the beneficiary or beneficiaries may then withdraw the funds in accordance with Bank procedures and applicable law. The Bank reserves the right to limit the number of beneficiaries on an account in accordance with Bank procedures and applicable law.

8. Other forms of Ownership. The Bank may at its sole discretion establish accounts with other types of ownership pursuant to applicable law. If you have questions regarding special ownership arrangements, please inquire at a Bank branch office.

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RULES GOVERNING DEPOSIT ACCOUNTS

1. **Deposit of Items.** Once your account is opened, you may make deposits in person, by mail or by any other method the Bank makes available, such as its automated teller machines. The Bank reserves the right to limit, refuse or return any item you attempt to cash or submit for deposit or collection (including, without limitation, items that have been endorsed more than once). You are required, unless special arrangements are made with the Bank, to use your personalized deposit slips in order to help the Bank credit deposits to your account as soon as possible and to minimize errors. If you do not use your personalized deposit slips, you agree that the Bank will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or a Bank employee. All deposits are accepted subject to verification. You should retain your copy of the receipt and any other documents which evidence your deposit. If you claim that a deposit was not properly credited to your account, the Bank may ask you to show your receipt. The Bank is not responsible for deposits made by mail, night depository or other outside depository until the Bank actually records the receipt of those deposits in its books and records. You are responsible for reconstruction and proof of loss of any items included in deposits which are lost or stolen in transit before the Bank has received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction and proof of loss of any items included in deposits that are lost or stolen in transit after the Bank has received and accepted the deposit. The Bank's records will be conclusive proof of the receipt or non-receipt of a deposit. You should not mail cash deposits.

If you fail to endorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing endorsement. The Bank may require that items with more than one payee be personally endorsed by each of the payees. You agree to reimburse the Bank for any loss or expense, including without limitation reasonable attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, that the Bank incurs because you fail to endorse an item exactly as it is drawn or if any endorsement is not contained in the first one and one-half inch (1 ½ in.) area on the back of the item at the end of the item where the words

“pay to the order of” appear on the front of the item.

Deposits may be made in person or at one of the Bank’s branches during posted business hours. If the Bank receives an item on a weekend, holiday or after the Bank’s cutoff hour on a business day, the item is deemed to have been received on the Bank’s next business day. The Bank’s business days and cutoff hour are posted at the Bank’s offices and are subject to change from time to time in the Bank’s discretion. Except to the extent additional notice is required by law, any change in the Bank’s business days or cutoff hour becomes effective on the day the new business days or cutoff hour are posted at the Bank’s offices.

If your account is overdrawn, the Bank may allocate items deposited into your account to any particular item, or category of items, that are attributable to the negative balance even if allocating a particular deposited item may result in a fee or fees that could have otherwise been avoided in whole or in part by an alternate deposit allocation. Without limiting the generality of the previous sentence and with certain exceptions, the Bank’s current practice is to allocate deposited items first to debit card transactions, then to ATM transactions and then to other items. The Bank may change the order in which it generally allocates deposited items at any time and from time to time without giving you prior notice of change.

2. **Collection of Items.** In receiving items for deposit or collection, the Bank acts as your collection agent and assumes no responsibility beyond the exercise of due care. Special instructions for handling an item are effective only if made in writing, given to the Bank along with the item in question and accepted by the Bank. The Bank will not be liable for the default or negligence of any correspondent or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve Bank regulations, Clearing House Association or Funds Transfer System rules, and contractual arrangements with other financial institutions.

All items that are cashed or that are received for deposit or collection (including those items drawn on another account at the Bank) are provisionally credited to your account subject to final payment and receipt of solvent credits or cash by the Bank. The Bank is authorized, but is not required, to pursue collection of previously dishonored items, and in so doing it may permit the payor bank to hold an item beyond the applicable deadline. If you deposit foreign currency or items that are denominated in a foreign currency into your account, the final credit to your account will be based on the exchange rate in effect at the time the Bank receives final payment for that item in United States currency.

3. **Returned Items and Charge Backs.** If an item you cash or deposit into your account is later returned unpaid to the Bank by the financial institution upon which it is drawn, the amount of the item (together with any interest earned thereon) and a service charge as reflected in the Bank's then-current Account Information Schedule will be deducted from your account. Similarly, if an electronic deposit to your account is reversed, the amount of applicable interest will also be deducted from your account. The Bank may also charge back any item at any time before final payment, whether returned or not, and may also charge back any item if, within the normal handling period for such item, the item cannot be honored against the drawer's account. If charge back to the account is not possible or if it results in the account becoming overdrawn, each owner of the account is jointly and severally liable to the Bank for the amount of any charge back, the relevant service charge and any costs the Bank incurs in collecting the charge back from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law.

The Bank may exercise all of these rights without giving you prior notice and you agree that the Bank will not be liable for any damages resulting from its exercise of these rights (including, without limitation, any damages resulting from the dishonor of other items resulting from the reversal of any credit or the return of deposited item) except for ordinary negligence or failure to act in good faith.

4. **Return of Direct Deposits.** If the Bank is required to reimburse the Federal Government or any other payor for all or any portion of any benefit payments deposited into your account through a direct deposit plan for any reason, you agree that the Bank may, without prior notice to you, deduct the amount returned to the Federal Government or other payor from your account or from any other account you have with the Bank, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank has under this Agreement, including its right of setoff and its security interest in your account.
5. **Automated Processing of Items.** The Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures are based on the use of high-speed automated processing equipment that relies primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. By way of example, the Bank may rely on the amount of a check as encoded in magnetic ink, even if the magnetically-encoded amount is more than the face amount of the check or exceeds the maximum amount for which the check is valid as stated in a legend on the check. You agree to reimburse the Bank for any loss or expense (including, without limitation, reasonable attorneys' fees and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law) that the Bank incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination for alterations or verification of the signature of the drawer or of any endorser on items with a face amount below an amount or not meeting other confidential criteria established by the Bank from time to time.
6. **Authorized Signatures.** The authorized signatures for an account are those reflected on the Signature Card, any resolution or any other separate written

authorization relating to the account received by the Bank. For the payment of funds and for all other purposes relating to your account, the Bank is authorized to act on those signatures, but the Bank will not be liable for refusing to honor items or signed instructions regarding an account if it believes in good faith that the signatures appearing on such items or instructions are not genuine. Additionally, the use of a facsimile signature or endorsement device may be authorized by designation on the Signature Card, a resolution or other separate written authorization. If the use of a facsimile signature or endorsement device has been so authorized or such a device has otherwise been used, the Bank may honor or accept for deposit any item or signed instruction which bears or appears to bear the appropriate facsimile signature or endorsement even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, close control should be maintained over any facsimile signature or endorsement device and statements and canceled items should be promptly reviewed for unauthorized use of any such device. Furthermore, you may give another person authority over your account by your conduct or by your failure to act. For example, if you give information about your account (such as the Bank's routing number and/or your account number) to another party but do not physically deliver an item to that party, any item presented against your account by that party is deemed to have been authorized by you. The Bank is not obligated to recognize any such authorizations, but has the right to do so at its discretion. When an account is established, a desire for more than one authorized signature on certain items drawn against your account may be indicated by designating a specific number of desired signatures on the Signature Card, a resolution or other separate written authorization that is given to the Bank. However, any such designation is solely for your convenience and internal control purposes. In the absence of a specific written agreement to the contrary, the Bank is not required to determine if any item drawn against any account contains the number of desired signatures indicated by any such designation.

- 7. Checks and Other Withdrawals.** Withdrawals from an account may only be made according to the procedures established by the Bank from time to time,

and the Bank reserves the right to require fourteen (14) days advance notice prior to permitting any withdrawal from any account. As indicated earlier in this Agreement, the Bank processes items with high-speed automated equipment. In order for that equipment to function properly and efficiently, all items drawn against an account or used to withdraw funds from an account must meet certain formatting and other technical specifications. Information concerning these specifications is available upon request. If an item is presented to the Bank that does not meet these specification or it contains incorrect information (including, without limitation, an incorrect account number), the Bank reserves the right to reject the item, impose a special fee for processing the item, or both. If you issue items for payment with duplicate serial numbers, this will impair the Bank's ability to implement certain of your requests (such as stop payment and post-dated item requests) and to administer your account in an effective manner. As a result, you agree that you issue items with duplicate serial numbers at your own risk and agree not to hold the Bank liable for any damages or losses relating to such items or their handling by the Bank. The Bank also reserves the right to refuse or impose a special fee for any withdrawal or transfer request which is attempted by any manner not specifically authorized for the account in question, which is greater in frequency or number than that specifically permitted for the account in question, or which is for an amount less than any minimum withdrawal or transfer denomination required for the account in question.

If an original item has been replaced by a photocopy of the item supplied by any Federal Reserve Bank or other processor in the chain of collection (generally because the original item has been lost or destroyed) you agree that the Bank may pay the item based upon a photocopy without prior notice to you. The Bank reserves the right to require the presentation of the original passbook, certificate or other document before permitting any withdrawal from a passbook account, certificate of deposit account or any other account represented by a similar document.

Withdrawals are generally made first from finally collected funds and, unless

prohibited by law or by the Bank's written funds availability policy, the Bank reserves the right to refuse to pay any item drawn against uncollected or unavailable funds, impose a special fee for each such item, or both. You acknowledge and agree that items drawn upon your account may not be processed in the order in which they occur and the order in which transactions are processed and cleared can affect the amount of overdraft fees. The Bank reserves the right to pay items drawn upon your account (including those payable to the Bank or on which the Bank may be liable) in any order determined by the Bank, even if paying a particular item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Without limiting the generality of the previous sentence and with certain exceptions, the Bank's current practice is to pay debit card transactions as they are received and then pay items in decreasing dollar amount (i.e., from the largest dollar amount to the smallest dollar amount). The Bank may change the order in which it generally pays items at any time and from time to time without giving you prior notice of the change.

Subject to these general restrictions you may withdraw funds on deposit by the following methods:

1. Properly executing a check or a withdrawal slip. The Bank reserves the right to reject checks, withdrawal slips or other items written in pencil or which are incomplete, illegible, inconsistent or incompatible with Bank equipment.
2. Authorizing the Bank in advance to make withdrawals electronically and directing payment thereof in such manner as the Bank may determine in its sole discretion.
3. If you request and are approved to use either a personal identification number ("PIN"), telephone banking services, and/or electronic bank services (including Internet services), withdrawals may also be made from a your account by:
 1. Telephoning the Bank, furnishing your account number and PIN and directing payments to be made in accordance with authorizations

given to the Bank;

2. Requesting cash, either from a teller over-the-counter at a branch location or from an ATM;
3. Contacting the Bank via an approved electronic medium (telephone or Internet for example) and instructing the Bank to make payment directly to merchants or others or transferring funds to another account; and
4. Requesting payments to be made through the use of a point of sale transfer service, in which case, the Bank may require that you furnish a properly executed check, draft or other applicable withdrawal/payment form, use the applicable Bank Card and/or use the PIN.

8. **Insufficient Funds and Overdrafts.** The Bank has no obligation to pay any item that is presented for payment against insufficient available funds. The Bank may determine whether or not your account contains sufficient available funds to pay an item at any time between the time the item is presented and the Bank's return deadline, and only one determination of the account balance is required. If that determination reveals insufficient available funds to pay the item, the Bank is not required to pay the item and may return it unpaid. Alternatively, the Bank may pay the item and create an overdraft in your account. Whether or not the Bank decides to pay the item and create an overdraft is in the sole discretion of the Bank and will depend on various factors, including your history with the Bank. Moreover, the honoring of one or more items drawn against insufficient available funds does not obligate the Bank to honor any other such items, either in the future or during the same day's processing, and you should not rely on the Bank to honor any particular items drawn against insufficient available funds. In all cases, the Bank is not required to give you prior notice that an item will be returned for insufficient available funds.

An insufficient balance or overdraft in your account and each item presented for payment against insufficient available funds in your account (whether paid,

denied, or returned) are each subject to an Overdraft Penalty as provided in the Bank's then-current Account Information Schedule. You agree that if your account becomes overdrawn for any reason, you must immediately deposit sufficient funds to cover the overdraft and any penalties assessed upon notice of the overdraft. Moreover, you agree to reimburse the Bank for any costs it incurs in collecting the overdraft from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law.

Pursuant to Regulation E, the Bank will not assess an Overdraft Penalty against consumer accounts if certain items (generally ATM and debit card transactions) are presented for payment against insufficient available funds unless you have opted-in and agreed to permit the Bank to pay these items and assess the applicable Overdraft Penalty as required by Regulation E. You may revoke the opt-in and the authorization to pay these items and assess the penalty at any time by calling 1-877-893-4230, completing the required information at dollarbank.com/options or stopping by a Bank branch. If you do not opt-in and authorize the Bank to pay these items, the Bank may pay or deny these items at its sole discretion.

9. **Stop Payment.** You have the right to stop payment on any item drawn against your account that has not been paid or certified by the Bank. Stop payments are not generally permitted on cashier's checks, certified checks or money orders. Stop payments on preauthorized electronic transfers subject to Regulation E will be handled in accordance with the then-current provisions of the Regulation E disclosure applicable to your account. For each stop payment request, a service fee, as set forth in the then-current Account Information Schedule for your account may be deducted from your account, or if your account is insufficient to pay the fee, then by debiting any other account held with the Bank in the name of any signer on the account. Each renewed stop payment will be treated as a new request for purposes of fees.

To stop payment on a check you must either visit a branch office of the Bank or call 1-800-242-1616 or call the Bank's customer service department at 412-

261-8181 in Pennsylvania, 216-736-8891 in Ohio and 757-222-3442 in Virginia. You may be required to sign a written stop payment order or put your request, with all of the required information, in writing. The stop payment will take effect only after the Bank has had reasonable opportunity to act on the request. The stop payment order will remain in effect for twelve (12) months from the date of the order. You must renew the stop payment request at the end of the twelve (12) month period, otherwise the stop payment order will expire and the Bank may pay the item.

In order to place a stop payment order, you must inform the Bank of the exact number of the item, the exact number of the account and the dollar amount of the item to the exact cent. You may also be required to provide the name of the payee and the date of the item. You must include all required information for the stop payment request to be effective. The Bank relies on its high-speed automated check processing equipment in implementing stop payment orders and, as a result, even slight variations in the amount or number of the item or other inaccurate information may prevent the Bank from implementing the request. The stop payment request will remain in effect for twelve (12) months from the date of the order. The Bank is entitled to a reasonable period of time after you make a stop payment order, a renewal of a stop payment order or a release or cancellation of a stop payment order to notify its employees and implement the request. A stop payment order, a renewal of a stop payment order, or a release or cancellation of a stop payment order may be given by any person who is authorized to draw items against your account.

You agree that the Bank will not be responsible if the item is paid by the Bank contrary to your stop payment request (or an item is rejected by the Bank contrary to a release or cancellation of the stop payment), whether written or oral, if the Bank did not have a reasonable time to notify its employees and implement the request or the information you give is not correct or complete or if you fail to give any other reasonable information regarding the item and the stop payment request cannot be completed. Moreover, you acknowledge that the Bank has no liability to you if it pays an item over a valid and timely

stop payment order unless you are able to demonstrate that you would not have otherwise been obligated to pay the item. In that regard, you should be aware that a stop payment order does not relieve you of your obligations on an item in the hands of a holder in due course. If the Bank re-credits your account after paying a check over a valid and timely stop payment order, you hereby agree to transfer and assign to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person at a later date(s). The Bank shall then be subrogated to your rights to the extent permitted under applicable law. If you request a stop payment on a check or other item, you agree to indemnify the Bank and hold the Bank harmless for all damages (whether civil or criminal), expenses and costs incurred by the Bank for refusing payment, including, but not limited to reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law.

10. **Postdated Items.** The Bank's high-speed automated check processing equipment cannot detect a post-dated item (an item bearing a date later than the actual calendar date). Therefore, it is not recommended that you issue post-dated items as a means of withdrawal and you agree that the Bank may disregard the date of an item and may charge the amount of the item against your account (even if payment would then be made before the date of the item) unless you have notified the Bank as described in this section that you have issued a postdated item. If you do not provide proper notice to the Bank and it pays the item prior to the date shown on the item, the Bank will have no liability to you or any other party. For each request, a service fee, as set forth in the then-current Account Information Schedule for your account may be deducted from your account, or if your account is insufficient to pay the fee, then by debiting any other account held with the Bank in the name of any signer on the account. Postdated items beyond forty-five (45) days will not be accepted. To provide proper notice to the Bank of a postdated item you must visit a branch office of the Bank or call 1-800-242-1616 or call the Bank's customer service department at 412-261-8181 in Pennsylvania, 216-736-8891 in Ohio or 757-222-3442 in Virginia and provide the Bank with the required information. You may be required to sign a written request.

Your notice regarding a post-dated item must inform the Bank of the exact date of the item, the name of the payee the exact number of the item, the exact account number and the dollar amount of the check to the exact cent. You must include all required information for the notice to be effective. The Bank relies on its high-speed automated check processing equipment in implementing notices regarding post-dated items and, as a result, even slight variations in the amount of the item or other inaccurate information may prevent the Bank from implementing the request. The Bank is entitled to a reasonable period of time after you give the notice of the postdated item, or release or cancellation of the notice, to notify its employees and implement the request.

You agree that the Bank will not be liable for payment contrary to the request, (or rejection of an item contrary to revocation of such a request) whether oral or written, if the Bank did not have a reasonable period of time to notify its employees and implement the request prior to payment or if the information you give is not correct or if you fail to give any other reasonable information regarding the item and it is paid prior to the date indicated. If the Bank re-credits your account after paying a check over a valid and timely postdated check notice, you hereby agree to transfer and assign to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person at a later date(s). The Bank shall then be subrogated to your rights to the extent permitted under applicable law. If you request the Bank to follow your instructions regarding a postdated check or other item, you agree to indemnify the Bank and hold the Bank harmless for all damages (whether civil or criminal), expenses and costs incurred by the Bank for refusing payment, including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law.

11. **Stale Items.** The Bank reserves the right either to pay or dishonor any stale item (an item presented more than six months after its issue date) upon

presentment. The Bank shall not be liable to you for refusing to pay a stale item or for paying a stale item.

12. **Time-Dated Items.** The Bank's high-speed automated check processing equipment cannot detect a time-dated item (an item stating that it is not valid after a specified date or for more than a specified period of time). Therefore, you agree that the Bank will not be liable for charging your account after the date or beyond the period stated on an otherwise properly payable time-dated item.
13. **Back of Items.** You agree that the Bank will not be liable to you because an item you deposit in your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. Similarly, you will be liable to the Bank for any loss or expense, including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law incurred because the Bank is unable to properly return an item drawn on your account within the time set by applicable law when the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.
14. **Inactive and Dormant Accounts.** If you do not make any deposits or withdrawals from your account, or you fail to maintain contact with the Bank (e.g. return of mail to the last known address for the account, etc.) for twelve (12) consecutive months, your account will be classified as inactive and will remain classified as inactive until you make a deposit or withdrawal or otherwise notify the Bank of your interest in the account. The Bank may classify accounts as dormant or inactive for other reasons. These reasons are not disclosed in this Agreement for security purposes. Upon the expiration of the term of a certificate of deposit classified as inactive, the certificate may be automatically converted by the Bank into a non-interest bearing account at the Bank's sole discretion unless you contact the Bank and direct otherwise. Upon your account being classified as inactive, a monthly service charge, as set

forth in the then-current Account Information Schedule, may be assessed and deducted from your account from the date of such classification. If the balance in your account reaches zero after the assessment of inactivity fees, dormant account fees or other service fees, the Bank may close your account.

15. **Escheat.** Under applicable state law, any account which has not had activity for a certain period is deemed to be escheatable. Any and all funds in your account that are determined to be escheatable will be withdrawn and paid to the applicable government entity. An escheat fee may be deducted from your account prior to payment being made to the state. The Bank is relieved from all responsibility to any party if your account is escheated.
16. **Right of Setoff and Security Interest.** If you owe the Bank money, now or any time in the future, as a borrower, guarantor or otherwise, and the amount owed becomes due, either in whole or in part, the Bank has the right under applicable law and under this Agreement to withdraw money from your account to pay the debt. The Bank may take such action without taking any legal action or without any advance notice to you. The Bank may withdraw the money even if the withdrawal results in a penalty, fee or the dishonor of checks.

In the case of a partnership or joint account, each partner or joint account owner agrees that the Bank may withdraw funds from the account to satisfy any one of their individual obligations or any one of their joint or several obligations. Each partner or joint owner also agrees that the Bank may withdraw funds from their individual accounts to satisfy obligations of the joint or partnership account.

You hereby grant the Bank a security interest in and continuing lien upon your account(s) and other property held by the Bank in which you have an interest, now or hereafter, to secure payment of any debt or obligation owed to the Bank. The security interest granted in this Agreement is in addition to the Bank's right of setoff. However, the right of setoff and security interest may not apply to your account if: (a) it is an IRA or a tax-deferred Keogh Retirement Account; (b) the debt is created by a consumer credit transaction under a

credit card plan; or (c) the debtor's right of withdrawal arises only in a representative capacity. To the extent any of the funds to be setoff or used to satisfy the Bank's security interest are entitled to any exemption from execution, levy, attachment, garnishment, seizure or other legal or equitable process (including, without limitation, any Social Security, Supplemental Security Income, Veterans or other federal or state benefits), then to the maximum extent allow by law you hereby knowingly, affirmatively and unequivocally waive such exemption and consent to the Bank's setoff against or realization of the Bank's security interest with respect to such funds as contemplated by this Agreement.

17. **Transaction Limitations.** Certain accounts have transaction limitations. These limitations apply to: (1) electronic/telephonic transfers and payments from accounts; (2) preauthorized and automatic transfers and payments from accounts; and (3) payments from accounts by check, draft, debit card or similar order payable to a third person ("third party checks"). These three types of transactions are called "limited transfers." Certain savings accounts, as identified in the applicable Account Information Schedule, are limited to six (6) limited transfers in a calendar month. Third-party checks cannot be made from these types of accounts.

Money market deposit accounts are limited to six (6) limited transfers in any calendar month. If third party checks as defined above are available, not more than three (3) of the six (6) limited transfers may be made by third party checks.

The Bank reserves the right to prevent transfers which exceed the limits stated above and/or to monitor these transactions after they occur. If the transaction limitations on your account are repeatedly violated, the Bank also reserves the right to close your account or convert your account to another account type that does not have these restrictions, and may impose minimum balance requirements and service charges as set forth in the applicable Account Information Schedule. Alternatively, the Bank may remove the transfer and draft capabilities from your account.

18. **Interest and Minimum Balances.** Interest on all Bank accounts that pay interest will accrue at a rate established by the Bank from time to time. The Bank reserves the right to change interest rates without notice to you. On certificate accounts, the interest rate will be fixed for the term of the certificate unless otherwise indicated on the applicable Account Information Schedule. On all other accounts, the interest rate will vary. The Bank assumes no obligation to notify you of interest rate changes for variable rate accounts. The Bank may also change the method of computing interest without notice to you unless such change is adverse to you in which case the Bank shall provide you with notice in accordance with the section of this Agreement entitled Modifications. The current interest rate and method of computing interest may be obtained by calling any branch office or 1-800-242-1616 during regular business hours.

Accounts will accrue interest either on the “collected balance” or on the “ledger balance” in the account. Please see the most current Account Information Schedule for details regarding the calculation of interest. “Collected balance” is defined as those funds which are considered collected. Funds are considered collected on the business day on which the Bank receives irrevocable credit for the funds. “Ledger balance” is defined as all credits posted to an account whether or not collected. Accounts may be subject to minimum balance requirements in order to open and maintain such accounts and avoid service charges. In addition, there may be initial and continuing minimum deposit threshold requirements for earning interest or earning different interest rates. These requirements are specified in the most current Account Information Schedule.

The Bank will credit interest to your account periodically, depending on the type of account you have. Credited interest will appear on your statement or passbook, if applicable. Interest that is paid monthly will be paid according to the applicable cycle (i.e. end of month, end of account cycle) for your account as determined by the Bank. If an account is closed prior to the interest credit date, accrued but uncredited interest will be forfeited. If required by

applicable law or regulation, the Bank will mail a combined year-end statement reflecting the interest earned for the year for each interest bearing account which is established at the Bank.

19. **Fees and Charges.** All accounts are subject to various fees and service charges. The particular fee or service charge applicable to the account being established is detailed in the most current Account Information Schedule. These fees and charges may be deducted from your account without prior notice to you and you agree that the Bank shall not be liable for dishonoring any item or withdrawal request because of insufficient available funds resulting from the deduction of these fees and charges. An insufficient or zero balance in an account does not relieve you of the responsibility for payment of such fees and charges. The Bank reserves the right to collect unpaid fees from the next deposit to your account or from funds on deposit in other accounts held by you, individually or jointly, at the Bank. The Bank also reserves the right to pursue legal action against you to collect any such fees or charges. If the Bank pursues legal action for fees and/or charges each signer on your account is jointly and severally liable to the Bank for the amount of any fee or charge, including any costs the Bank incurs in collecting the fee or charge from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law. The Bank reserves the right to waive service charges and fees at its sole discretion.
20. **Cashing Items for Non-Customers.** From time to time, a person who is not a customer of the Bank may attempt to cash an item drawn on the Bank. The Bank is not obligated to cash such items, but if the Bank agrees to do so the following conditions shall apply. Cashing an item for a non-customer exposes the Bank to certain risks that are not present if the item is deposited at another financial institution and presented to the Bank through the check collection system. As a result, you agree that the Bank may charge a non-customer a fee to cash an item (including a payroll check) that is drawn against your account. This fee may be imposed without prior notice to you and may be applied to items that are drawn on your account or that the Bank issues at your request. You also agree that the Bank may impose various additional

identification, security and other requirements on a non-customer seeking to cash an item drawn on the Bank. These requirements may include, without limitation, submitting one or more forms of identification, providing thumbprints or other biometric identifiers, and using specified teller lines that may only be available at specially designated locations.

21. **Account Records.** The Bank will maintain appropriate records of your account in accordance with applicable law. With the exception of passbook and certificate accounts, a periodic statement will be mailed to the last known address shown on the records of the Bank for your account. For passbook and certificate accounts, the passbook or certificate is evidence of the account and you are responsible for the custody and control of the applicable document and assume responsibility for its safekeeping. You must promptly notify the Bank of any change in the address and telephone number for your account. The Bank will provide copies of statements, checks, deposit or withdrawal slips or other account records for a service charge as set forth in the most current Account Information Schedule.
22. **Fraud Detection/Deterrence.** Check fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high-quality computer scanning and printing equipment and expedited funds availability mandated by Congress and the Board of Governors of the Federal Reserve System. From time to time the Bank may make certain products and services that are designed to detect and/or deter check fraud available to you. While no product or service will be completely effective, the Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items will be paid against your account. As a result, you agree that if you fail to implement any of these products or services, you will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product or service was designed to detect or deter, that the Bank will not be required to recredit your account or otherwise have any liability for paying such items, and that you will indemnify the Bank for any loss or expense (including, but not limited to, attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by

law) relating in any way to such items as long as the Bank has dealt with such items in good faith and in accordance with prevailing commercial banking standards (other than any such standards relating to the use of the products or services in question).

23. **Reviewing Statements and Reporting Problems.** Unless you make special arrangements with the Bank, your statements will be mailed to your address as shown on the Bank's records. You are in the best position to discover a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, deposit or other credit or debit entry to your account. Therefore, you should carefully examine your statements, canceled checks, and/or copies thereof, when you receive them. If you feel that some unauthorized person has withdrawn funds from your account, that one or more deposits is not reflected on your statements, or that there is any other type of error or discrepancy in your statements, you should notify the Bank immediately. Notice shall be given to 412-261-8200 in Pennsylvania, 216-736-8896 in Ohio and 757-222-0608 in Virginia or 1-800-535-2557.

If you do not discover and report a forged, unauthorized or missing signature or an alteration promptly after the Bank has sent or otherwise made your statements and canceled checks available to you, you agree not to assert against the Bank (a) any forged, unauthorized or missing signature or alteration, if the Bank suffered a loss because of your failure to discover and report the problem, and (b) any forged, unauthorized or missing signature or alteration by the same wrongdoer on items paid by the Bank after you have had a reasonable period of time (not to exceed 30 days) to examine the statement containing or reflecting the first forged, unauthorized or missing signature or alteration but before the Bank receives notice of the problem from you. If the previous sentence applies, but you are able to prove that the Bank failed to exercise ordinary care in paying the item in question and that the Bank's failure substantially contributed to the loss, then (unless the next paragraph applies) the loss will be allocated between you and the Bank based on the extent to which our respective failures to exercise ordinary care

contributed to the loss. In that regard, and as disclosed elsewhere in this Agreement, the Bank processes checks and other items by automated means and does not visually examine or verify signatures on all checks or other items. You agree that the Bank does not fail to exercise ordinary care because it uses these automated procedures. You also agree that the Bank does not fail to exercise ordinary care if the items are forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration.

If you have not discovered and reported a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, deposit or other credit or debit entry to your account within 30 days of the date on which the first statement containing or reflecting (or that should have contained or reflected) those items was mailed to you or otherwise made available to you, you agree not to assert that problem against the Bank. This 30-day limitation takes priority over the provisions in the previous paragraph and applies regardless of whether or not you or the Bank exercised ordinary care with respect to the item in question (or is payment), the examination of the statement on which it was reflected (or should have been reflected) or otherwise. IF YOU FAIL TO DISCOVER AND REPORT THESE OR ANY OTHER ERRORS OR DISCREPANCIES WITHIN THE 30-DAY PERIOD, YOU LOSE ANY AND ALL RIGHTS YOU MAY HAVE TO ASSERT THE ERROR OR DISCREPANCY AGAINST THE BANK.

If your statements are retained at the Bank until you request them, each statement will be deemed to have been made available to you for purposes of this Agreement on the last day covered by that statement. If you have elected not to receive copies of canceled checks with your statements, and the Bank permits such an election, the canceled checks or legible copies will be provided to you within a reasonable time after the receipt of your written request that

sufficiently identifies the checks requested. You agree to pay the applicable service charge for retrieval and copying of the requested checks.

24. **Lost or Stolen Instrument.** In addition to the procedures set forth in the Customer Disclosure Statement for Regulation E, if any check, item, passbook, certificate or other account instrument or document is lost, stolen, destroyed or misappropriated, you shall give notice to the Bank immediately. You may give oral notice to the Bank, however the Bank may require, any oral notice to be confirmed in writing and received by the Bank within seven (7) days. The Bank will not be responsible for any loss resulting from the presentation of lost, stolen or misappropriated instruments, unless the Bank has received prior notice and has had a reasonable time period to act upon such notice. The Bank may, in its sole discretion and without assuming any liability, permit continued use of your account or order your account closed. Notice shall be given to: Account Security Division, Dollar Bank, P.O. Box 765, Pittsburgh, PA 15230, Phone - 412-261-8200 in Pennsylvania, 216-736-8896 in Ohio, 757-222-0608 in Virginia or 1-800-535-2557.

Before permitting use of your account or opening a new account, the Bank may, in its sole discretion, require a waiting period, proof by affidavit of the loss, theft, destruction or misappropriation, a Bond of Indemnity from a corporate surety (in a form satisfactory to the Bank) and your written agreement to cooperate fully in an investigation of the circumstances surrounding such loss, theft, destruction or misappropriation and in the prosecution of any person(s) who misappropriated said instrument.

25. **Attachments and Legal Process.** If legal action such as a tax levy, attachment, garnishment, writ of execution or similar legal process is brought against you or your account, the Bank may be required to pay all or a portion of your account to another party and/or may refuse to pay out any money from your account. In such event, the Bank will not be liable to you for complying with such levy, attachment, garnishment, writ or other legal process, even if paying the funds from the account leaves insufficient funds to pay an item you have written. The Bank may also charge your account the applicable fee set forth in the then-current Account Information Schedule. If the Bank incurs any

expenses, fees or other costs, including, but not limited to, attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, in responding to the levy, attachment, garnishment, writ of execution or similar legal process that is not otherwise reimbursed, the Bank may charge or collect such expenses, fees or other costs from your account without prior notice to you. Any tax levy, attachment, garnishment, writ of execution or similar legal process is subject to the Bank's right of setoff and security interest.

The Bank may also charge your account the applicable fee set forth in the then-current Account Information Schedule for records and research provided on your account in response to a valid request by you or another account owner or person or entity having a legal interest in your account that the Bank perform research or produce records. Similarly, the Bank may also charge your account the applicable fee set forth in the then-current Account Information Schedule for records and research provided on the Account in response to a summons, subpoena, or other court or governmental agency order or requirement that the Bank perform research or produce records. You agree that the Bank has no duty to challenge or otherwise defend the adequacy or propriety of any legal process served on the Bank.

26. **Death or Incompetence.** Neither death nor legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect items until the Bank actually knows of the fact of death or an adjudication of incompetence and has had a reasonable opportunity to act on it. Even with such knowledge, the Bank shall have the right to pay any checks, withdrawals, or other items and to carry out any transfer orders for ten (10) days after the date of death or adjudication of incompetence unless otherwise restricted by applicable law, unless the Bank receives instructions to stop payment on those checks, withdrawals, and/or other items and orders from a surviving joint owner (in the case of a joint account), the legal representative of the deceased depositor, the legal representative of the incompetent depositor, or any other person with an interest in the account.

Each joint account owner agrees to notify the Bank upon the death of any other joint account owner. The Bank reserves the right to refuse to process withdrawals from your account until all legal requirements pursuant to a case of death or incompetency are fulfilled in accordance with applicable law.

27. **Unlawful Internet Gambling (for business accounts).** Restricted Transactions (as defined by Federal Reserve Regulation GG) are prohibited. Restricted Transactions generally include transfers and transactions in connection with Unlawful Internet Gambling. Transactions involving placing, receiving or transmitting bets or wagers through Dollar Bank deposit accounts, money transmittal services or other services are prohibited (except for authorized government lottery accounts) without the prior written consent of Dollar Bank.
28. **Legal Compliance.** By maintaining an account with the Bank, you agree to cooperate with the Bank in the preparation of any forms or reports which the Bank deems necessary or appropriate in compliance with the federal Bank Secrecy Act, Patriot Act, Bank Protection Act or similar federal, state and/or local laws and regulations, as amended from time to time, (collectively "Security Acts") and you authorize the submission of such forms or reports to governmental agencies as may be required by the Security Acts. You agree to take no action which might frustrate or impede the recordkeeping or reporting obligations imposed upon the Bank by the Securities Acts.
29. **Indemnity.** If you ask the Bank to follow instructions that the Bank believes might expose the Bank to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, the Bank may refuse to follow the instructions or the Bank may require a bond, an indemnification on a form acceptable to the Bank or such other protection as the Bank, in its sole discretion, deems necessary.
30. **Pledge of Accounts.** You may not pledge or grant a security interest or other lien in your account without the prior written consent of the Bank. In addition, you may not pledge or grant a security interest or other lien in your account if it is considered to be nontransferable by applicable law or regulation. Even if the pledging or granting of a security interest or other lien in your account is

permitted by applicable law or regulation and the Bank has given its prior written consent, your account and the funds in it remain subject to the Bank's right of setoff and security interest unless such right of setoff and security interest are specifically waived in writing by the Bank's Treasurer or Corporate Secretary.

31. Specific Terms and Conditions for Checking with Interest and Transaction

Savings Account. The balance in all Bank checking accounts and Transaction Savings accounts are divided into two linked subaccounts; a transaction subaccount and a money market subaccount. The division of the account into subaccounts shall have no effect on the interest rate, or lack of an interest rate, for the applicable account. At the beginning of each monthly statement cycle, the balance in the transaction subaccount that exceeds a predetermined threshold balance shall be transferred to the money market subaccount. The threshold balance will be set by the Bank and is subject to change without notice. Thereafter, all checks, debits and withdrawals shall be presented against the transaction subaccount for payment. Also, all deposits and credits shall be made to the transaction subaccount. If the available and collected balance in the transaction subaccount at the end of the day exceeds the predetermined threshold balance, and six (6) transfers from the money market subaccount have not occurred during the current monthly cycle, the amount in excess of the threshold balance in the transaction subaccount shall be transferred to the money market subaccount prior to the next day.

If the aggregate checks, debits and withdrawals presented for daily payment against the transaction subaccount exceed the available and collected balance, a transfer from the money market subaccount to the transaction subaccount shall be made if there are available and collected funds in the money market subaccount. The amount of the transfer from the money market subaccount shall be equal to the amount necessary to pay all checks, debits and withdrawals presented that day plus the amount needed to replenish the transaction subaccount to the threshold balance or the total balance of the money market subaccount, whichever is less. Transfers from the money market subaccount are limited to six (6) transfers per monthly statement cycle.

Upon the sixth transfer from the money market subaccount to the transaction subaccount during a monthly statement cycle, the entire balance in the money market subaccount shall be transferred to the transaction subaccount for the remainder of the month.

The Bank may add accounts to or delete accounts from the terms and conditions of this section upon notice to you.

32. **Taxpayer Identification Number.** The Bank is required by federal law and regulations to record a taxpayer identification number (e.g. Social Security Number) for your account. The Bank reserves the right to refuse to open any account if such number is not supplied or you fail to supply satisfactory information. If the proper tax identification number is not supplied on or shortly after the day your account is opened, federal law and regulations require the Bank to withhold a portion of the amount of interest paid on your account. You may also be subject to government penalties.
33. **Holds and Adverse Claims.** The Bank may in its discretion place a hold on funds in your account at any time that the Bank believes in good faith that the Bank may be subject to loss if items are paid or other withdrawals are permitted from the account. Without limiting the generality of the previous sentence, if after an item that you cashed or deposited to your account is finally paid, someone else makes a claim that it was altered, forged, unauthorized or should not have been paid for some other reason, the Bank may withhold the amount of such item until a final determination has been made as to that claim. In addition, if the Bank receives notice of any actual or potential adverse claim to an account or the funds in an account, it may in its discretion refuse to pay out any money from the account for a reasonable period of time after receipt of notice of the actual or potential claim. Although the Bank reserves the right to refuse to pay out any money from an account if it has received notice of an actual or potential claim, the Bank is not required to recognize any adverse claim unless the person making the claim satisfies the requirements specified by applicable state law.

34. **Disputes Involving the Account.** You agree to be liable to the Bank for any loss, costs or expenses, including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, the Bank incurs as a result of any dispute involving your account. You authorize the Bank to deduct any such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving your account and situations where the Bank becomes involved in disputes between you and other account owners, authorized account signers or any third party claiming an interest in your account. It also includes situations where you, other account owners, an authorized account signer, or a third party take some action with respect to your account which causes the Bank to seek the advice of legal counsel, even if the Bank does not actually become involved in the dispute.
35. **Transfer of Ownership.** YOUR ACCOUNT IS NOT TRANSFERABLE EXCEPT ON THE RECORDS OF THE BANK. If you wish to transfer ownership of an account, or delete an owner from your account, the Bank may require that the account be closed and a new one be opened in the name of the new owner(s).
36. **Counter Checks.** If the Bank issues to you counter, courtesy or starter checks (checks which do not contain your account number and/or the check number pre-encoded on the MICR line and/or which do not contain your pre-printed name and address), in consideration of the Bank's issuance of such checks to you without charge, you agree to assume all risks directly or indirectly incidental thereto (including the risk of miscoding) and you hereby indemnify and hold the Bank harmless of and from all loss, cost and expense (including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law and expert's fees) which the Bank may incur in (i) processing such a check for payment from, or credit to, an account, (ii) otherwise handling such a check or (iii) any litigation or dispute arising with respect to such a check, whether or not the Bank is a party to any such litigation or dispute.
37. **Leap Year.** You acknowledge and agree that the Bank shall calculate interest on deposit accounts based upon the actual number of days in a calendar year.

For non-leap years you agree that the Bank shall apply a daily rate of interest of $1/365$ th. For a leap year you agree that the Bank may apply a daily rate of interest of $1/366$ th during the leap year for all accounts earning interest that are open on or prior to February 29th.

38. Availability of Funds and Holds. The availability of funds and the Bank's ability to place holds on funds deposited to transaction accounts is addressed in the Bank's Funds Availability Disclosure. Subject to the Expedited Funds Availability Act - Regulation CC, as may be amended from time to time, the Bank has the right to charge back the amount of such funds to the account and recover any applicable fee referenced in the most current Account Information Schedule.

39. Certificates of Deposit and Retirement Savings Time Deposits. The following specific rules apply to Certificates of Deposit and Retirement Savings Time Deposits.

1. EARLY WITHDRAWAL - JOINT ACCOUNTS

The Bank reserves the right to require the signatures of all joint account holders (both AND and OR accounts) for any withdrawal of principal from a certificate of deposit prior to maturity.

2. EARLY REDEMPTION PENALTY

With certain exceptions that are noted in the Account Information Schedule, there is a substantial penalty for early withdrawal for all certificates of deposit and retirement savings time deposits.

The Bank permits, without penalty, the withdrawal of any amount of principal from a certificate or time deposit before maturity only upon the death or judicially-declared incompetence of the depositor. You may withdraw any amount of principal before maturity in other cases, but than you will be required to pay a penalty. (Retirement Savings disability withdrawals and Required Minimum Distributions are also permitted without penalty).

Unless otherwise noted in the Account Information Schedule, the penalty

for early withdrawal will equal the years remaining until maturity (including partial years), multiplied by the principal being withdrawn, multiplied by the difference between the contract rate on the certificate or time deposit being withdrawn and the rate currently offered on certificates with terms closest to the years remaining until maturity on the certificate or time deposit being withdrawn. The penalty, however, shall not be less than three months' simple interest at the contract rate, or one month's simple interest on a certificate or time deposit with a term of Ninety-one days or less.

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- ▶ [Deposit Agreement](#)
- ▶ [Dollar Bank Terms of Use - Mobile Payments](#)
- ▶ [Dollar Bank Website Policy](#)
- ▶ [Equal Employment Opportunity Policy](#)
- ▶ [FDIC Coverage](#)
- ▶ [Funds Availability Policy](#)
- ▶ [Online Banking Agreement](#)
- ▶ [Patriot Act Disclosure](#)
- ▶ [Privacy Policy](#)
- ▶ [Website Disclosure](#)

Contact Us:

1-800-242-1616

Dollar Bank representatives are available Monday - Friday from 8:00 AM to 8:00 PM and Saturday from 9:00 AM to 3:00 PM.

EXHIBIT B



Since 1855

Account Information Schedule

OTHER ACCOUNT FEES

[Back](#)

Please refer to the attached **Account Information Schedule** for the account type shown above for specific account and fee information.

All fees per item, unless otherwise noted:

Account Collection, Incoming	\$15.00
Account History	\$5.00
Account Purpose Change	\$5.00
Account Research, Per Hour	\$25.00, plus \$.25 per item
Bond Coupon Redemption, Per Envelope	\$5.00
Card Mailing - Next Day	\$5.00
Card Mailing - Overnight	\$15.00
Cashier's Check	\$5.00
Check Copy	\$3.00
Check Printing	Varies By Style
Continuous Overdraft Penalty	\$9.00
A fee of \$9.00 is assessed each day after your account remains negative for a period of 4 or more consecutive calendar days, up to a maximum of \$99. As a courtesy, the fees assessed for the 4th through the 6th consecutive day your account is negative will be waived if your account is no longer negative before the end of the 7th consecutive day. This fee is in addition to any Overdraft or NSF Fees assessed.	
Deposit Correction	\$5.00
Deposited/Cashed Check Representment	\$20.00
Deposited/Cash Check Return	\$5.00
Document/Card Replacement	\$5.00
Document Safekeeping, Per Month	\$10.00
Dormant Account Safekeeping, Per Year	\$24.00
Early Close Penalty	\$25.00
Assessed when an account is closed within 180 days of opening.	
Foreign Check Collection:	
Canadian less than \$1,000	No Fee
Canadian \$1,000 to \$24,999.99	\$10.00
Canadian \$25,000 and up	\$100.00
Yens/Pounds/Euros less than \$1,000	No Fee
Yens/Pounds/Euros \$1,000 to \$9,999.99	\$10.00
Yens/Pounds/Euros \$10,000 and up	\$100.00
All Other Currency	\$100.00
Inactive Account, Per Month	\$10.00
Interest Profile	\$3.00
International Transaction (ATM/POS)	3%
Fee is a percentage of the transaction amount and will be included in transaction total.	
Legal Process (Tax Levy, Garnishment, Writ or Attachment)	\$50.00 plus attorney/court fees
Money Order	\$5.00
Negative Balance Closing Fee	\$25.00
Overdraft or NSF Fee	\$36.00
Assessed when the available balance in your account is insufficient to cover an item (check, fee, returned check, ATM/POS authorization, Online Banking, other electronic debit, etc.) presented for payment. An Overdraft Fee is assessed when such items are paid. An NSF Fee is assessed when the item is returned unpaid. Items may not be processed in the order they occur, which can affect overdraft fees. See the section on withdrawals in the Deposit Agreement for details. Fee limited to five (5) charges per day.	
Photocopy	\$5.00
Returned Mail	\$10.00
Signature Guarantee	\$5.00
Statement Copy	\$5.00

Stop Payment	\$39.00
Post-Dated Check Order	\$39.00
Trustee transfer fee, per account	\$25.00
Verification of Deposit Account	\$10.00
Wire Transfer, Domestic:	
Incoming	\$18.00
Recurring Outgoing	\$18.00
Non-Recurring Outgoing	\$20.00
Wire Transfer, Foreign:	
Incoming	\$20.00
Recurring Outgoing	\$20.00
Non-Recurring Outgoing	\$40.00

OPTIONAL ELECTRONIC BANKING SERVICES FEES - Telephone Banking and Online Banking

Online Banking from Dollar Bank gives you 24 hour access to your accounts and it's FREE! Pay bills, transfer money between accounts, or view your account history from your computer.

Telephone Banking Options:

All Dollar Bank checking and savings accounts include free unlimited access to Push Button Telephone Banking, as well as access to our Customer Service Representatives for inquiries that cannot be answered by Push Button Telephone Banking.

For payments, transfers, balance inquires and account history, the following applies:

Customer Service Representative (CSR)	1 free per month, then \$1.00 each
Push Button Banking	FREE

Please keep this information with the documents you received at account opening. If you have questions or would like to make changes to your account, please call 1-800-242-1616 or visit your local Dollar Bank branch

Automatic Transfer and/or Overdraft Protection:

If you have signed up for the Automatic Transfer Overdraft Protection service in conjunction with a checking account, a charge of \$10 will be assessed on any transfers from a savings account initiated to cover checks, pre-authorized charges, debit card transactions, or Point-of-Sale transactions that would, if honored by the Bank, overdraw the checking account. There is a \$10 annual fee for this service that is charged on July 1st of each year.

5/06 PAFEE Member FDIC



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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

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

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

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

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 type="checkbox"/> 4 |
| Citizen of Another State | <input 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 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"/> 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 Constitutional 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):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

JS 44A REVISED June, 2009

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

PART A

This case belongs on the (Erie Johnstown Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.

PART B (You are to check ONE of the following)

1. This case is related to Number _____. Short Caption _____.
2. This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

CIVIL: Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit
EMINENT DOMAIN: Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

HABEAS CORPUS & CIVIL RIGHTS: All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

PART C

I. CIVIL CATEGORY (Select the applicable category).

1. Antitrust and Securities Act Cases
2. Labor-Management Relations
3. Habeas corpus
4. Civil Rights
5. Patent, Copyright, and Trademark
6. Eminent Domain
7. All other federal question cases
8. All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. Insurance indemnity, contract and other diversity cases.
10. Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

Date: _____

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH SHEETS MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.