

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON DIVISION**

PATRICK MAYS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

PEOPLES BANK,

Defendant.

Case No.: 2:22-cv-00418
(Removed from Nicholas County Circuit
Court, Case No. CC-34-2022-51)

NOTICE OF REMOVAL

Defendant, Peoples Bank, an Ohio corporation with its principal place of business located in Marietta, Ohio (hereinafter “Peoples Bank”), by and through its undersigned counsel, hereby files this Notice of Removal to remove the instant civil action to this Court.

In support thereof, Peoples Bank respectfully states as follows:

I. BACKGROUND

1. The above-named Plaintiff, Patrick Mays (“Mr. Mays” or “Plaintiff”), ostensibly acting on behalf of himself and all others similarly situated, filed a putative class action complaint against Peoples Bank in the Nicholas County Circuit Court, Case No. CC-34-2022-C-51 (hereinafter, the “Complaint”).
2. The Complaint asserts a single cause of action for breach of contract, including the alleged breach of the covenant of good faith and fair dealing implied in all contracts. (Compl. ¶¶ 73–81.)
3. The Complaint alleges Peoples Bank “bilked” “millions of dollars” from its customers, and proposes a class of plaintiffs consisting of “all United States citizens who, during the

applicable statute of limitations, were charged [overdraft] Fees on transactions that were authorized into a positive available balance.” (Compl. ¶¶ 2, 60.)

4. In the next paragraph, the Complaint “specifically exclude[s] . . . any individuals who were not West Virginia citizens at the time [the] action was commenced.” (Compl. ¶ 61.)
5. Although the Complaint is devoid of any specific facts related to any specific overdraft charge, (*see* compl. ¶ 59), it generally alleges that Peoples Bank has improperly charged overdraft fees despite the accounts having sufficient funds to cover those transactions. (*See generally* Compl.)
6. On August 31, 2022, Mr. Mays served a copy of the Complaint on Peoples Bank via service upon the West Virginia Secretary of State, who in turn provided a Copy of the Summons and Complaint to Peoples Bank’s registered agent, C. T. Corporation System, and Peoples Bank received a copy of the Complaint and Summons on or about September 6, 2022.

II. PROCEDURAL PROVISIONS OF THE REMOVAL STATUTE

7. Pursuant to 28 U.S.C. § 1446(a) and Local Rule of Civil Procedure 3.4(b), Peoples Bank is attaching a copy of the state court docket to this Notice as Exhibit A. Peoples Bank has also attached copies of all pleadings, process and orders served on it as Exhibit B.
8. Pursuant to § 1446(b), this Notice is timely filed within thirty (30) days of Peoples Bank’s receipt, through service or otherwise, of a copy of the Complaint.
9. No further proceedings have occurred regarding the Complaint. Peoples Bank has not filed an answer or any responsive pleading to the Summons and Complaint, and has not made any appearance, argument or request for relief before the Nicholas County Circuit Court.
10. Pursuant to § 1446(d), Peoples Bank is filing contemporaneously herewith a Notice of Filing Notice of Removal with the Clerk of the Nicholas County Circuit Court, informing

the state court and Mr. Mays that the state court lawsuit is being removed. A copy of the State Court Notice of Removal to Federal Court is attached hereto as Exhibit C.

11. Venue is proper in this Court as this is the court for the district and division embracing the place where the action is pending in state court. 28 U.S.C. §§ 129(b), 1441(a) and 1446(a); L.R. Civ. P. 77.2.

III. THIS COURT HAS JURISDICTION PURSUANT TO CAFA

12. This action may be removed to this Court under § 1441 because, as explained fully below, this Court has original subject matter jurisdiction over this civil action pursuant to the Class Action Fairness Act (“CAFA”). *See* 28 U.S.C. § 1332(d).
13. The CAFA requires that (1) the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, (2) there would be more than 100 putative class members, and (3) any member of a class of plaintiffs is a citizen of a State different from any defendant. 28 U.S.C. § 1332(d).
14. “A defendant invoking CAFA to remove a class action from state court must file a notice of removal in the proper district court ‘containing *a short and plain statement of the grounds for removal.*’” *Scott v. Cricket Commc’ns, LLC*, 865 F.3d 189, 194 (4th Cir. 2017) (quoting § 1446(a) (emphasis added)); *Cox v. Air Methods Corp.*, CIVIL ACTION NO. 1:17-04610, 2018 U.S. Dist. LEXIS 89668, at *5 (S.D.W. Va. May 30, 2018) (same).
15. Furthermore, “[b]ecause no antiremoval presumption attends cases invoking CAFA . . . a defendant’s notice of removal need include only a plausible allegation that [the case meets the CAFA criteria for removal.]” *Scott*, 865 F.3d at 194 (quoting *Dart Cherokee Basin Op. Co. v. Owens*, 574 U.S. 81, 89 (2014) (first alteration in original)).

16. “The Supreme Court was clear in *Dart Cherokee*: the liberal rules of pleading apply to removal allegations.” *Id.* at 195 (citing *Dart Cherokee*, 574 U.S. at 87); *see also Ellenburg v. Spartan Motors Chassis, Inc.*, 519 F.3d 192, 200 (4th Cir. 2008) (reversing a district court’s remand order and holding that “a removing party’s notice of removal [need not] meet a higher pleading standard than the one imposed on a plaintiff in drafting an initial complaint”); *Lanham v. Nationstar Mortg., LLC*, 169 F. Supp. 3d 659, 664 n.6 (S.D.W. Va. 2016) (noting that the court must apply the *Dart Cherokee* analysis when reviewing *all* of the CAFA requirements articulated in a Notice of Removal).
17. This action satisfies all of CAFA’s criteria for federal jurisdiction, and this Court has original subject matter jurisdiction.

A. This Case Satisfies CAFA’s Putative Class Requirement

18. CAFA defines the term “class action” as “any civil action filed under [R]ule 23 of the Federal Rules of Civil Procedure or similar State statute.” 28 U.S.C. § 1332(d)(1)(B).
19. Mr. Mays filed this case as a West Virginia state court class action pursuant to Rule 23 of the West Virginia Rules of Civil Procedure, which is similar to Rule 23 of the Federal Rules of Civil Procedure. *Compare* Fed. R. Civ. P. 23, *with* W. Va. R. Civ. P. 23; *see also Powell v. Huntington Nat’l Bank*, CIVIL ACTION NO. 2:13-cv-32179, 2014 U.S. Dist. LEXIS 136063, at *18 (S.D.W. Va. Sept. 26, 2014) (finding CAFA jurisdiction when the “Complaint states that it brings [the] putative class action pursuant to West Virginia Rule of Civil Procedure 23, the state counterpart of Federal Rule of Civil Procedure 23”).
20. Consequently, this case falls within CAFA’s definition of a “class action.”

21. Peoples Bank has cursorily reviewed its records for the last 10 years, the applicable statute of limitations for a claim for breach of written contract in West Virginia. *See* W. Va. Code § 55-2-6.
22. While the Complaint does not identify a precise number of putative class members, it alleges the class is so “numerous” that joinder of all members “is impracticable.” (Compl. ¶ 64 (“[T]he Class consists of thousands of members or more . . .”).)
23. Based on Peoples Bank’s review of its records and the allegations contained in the Complaint, this action meets the first requirement of § 1332(d) because it is a putative class action and the class consists of 100 or more members.
24. More specifically, based on Peoples Bank’s review of its records, over the last 10 years, thousands of its West Virginia customers have paid one or more overdraft charges, and Peoples Bank believes that well over 100 West Virginia residents would fall within the definition of the class set forth in the Complaint.¹

B. This Case Satisfies CAFA’s Minimal Diversity Requirement

25. CAFA’s minimal diversity of citizenship requirement is set forth in § 1332(d)(2) and provides that a federal court shall have jurisdiction if any member of a putative class is a citizen of a State different from any defendant.
26. The Complaint alleges Mr. Mays is a resident of Richwood, Nicholas County, West Virginia. (Compl. ¶ 4.)

¹ Notwithstanding the representations herein concerning the number of putative class members, Peoples Bank preserves all substantive defenses including, but not limited to, the defense that Peoples Bank did not breach its contract with the Plaintiff. Furthermore, Peoples Bank does not concede that the instant action is appropriate for a class action or that a class should be certified. Indeed, due to the highly individualized inquiry necessary to determine whether certain of its customers could be members of the putative class as defined in the Complaint, Peoples believes that this case would not be appropriate for class certification.

27. Section 1332(c)(1) specifies the rules governing the citizenship of corporations. It provides: “[A] corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business.” 28 U.S.C. § 1332(c)(1).
28. To determine where a corporation has its principal place of business, the United States Court of Appeals for the Fourth Circuit has adopted the “nerve center test” and the “place of operations test.” *Athena Auto Inc. v. Digregorio*, 166 F.3d 288, 290 (4th Cir. 1999).
29. “[W]hen a corporation engages primarily in the ownership and management of geographically diverse investment assets, [the court applies] the ‘nerve center test.’” *Id.* The nerve center test “establishes the corporation’s principal place of business as that place where the corporation ‘makes the home office,’ or place where the corporation’s officers direct, control, and coordinate its activities.” *Id.* “But when the corporation has ‘multiple centers of manufacturing, purchasing, or sales,’ [the court applies] the ‘place of operations test,’ focusing on ‘the place where the bulk of corporate activity takes place.’” *Id.*
30. Peoples Bank is an Ohio Corporation with its headquarters, main office, and principal place of business located in Marietta, Ohio. Thus, Peoples Bank is a citizen of Ohio.
31. Accordingly, minimal diversity exists because Mr. Mays and the only Defendant are diverse.

C. This Case Satisfies CAFA’s Amount-In-Controversy Requirement

32. CAFA provides the claims of putative class members “shall be aggregated” to determine whether the jurisdictional minimum of \$5,000,000 is met. 28 U.S.C. § 1332(d)(2), (6); *see also Moffitt v. Residential Funding Co.*, 604 F.3d 156, 158 (4th Cir. 2010).

33. “The key inquiry in determining whether the amount-in-controversy requirement is satisfied for removal procedures in CAFA cases is not what the plaintiff will actually recover, but rather an estimate of the amount that will be at issue in the course of the litigation.” *Atkins v. AT&T Mobility Servs., LLC*, No. 2:18-cv-00599, 2019 U.S. Dist. LEXIS 178208, at *11 (S.D.W. Va. Oct. 15, 2019) (citing *Scott*, 865 F.3d at 196). “A removing defendant may use reasonable estimates, inferences, and deductions to establish the amount in controversy, as long as the evidence shows it is more likely than not (i.e., a preponderance of the evidence) that a fact finder might legally conclude that damages will exceed the jurisdictional amount.” *Id.*
34. As set forth in the Complaint, the Plaintiff has alleged damages in the amount of “millions of dollars.” (Compl. ¶¶ 2, 20.)
35. As noted above, Peoples Bank has cursorily reviewed its overdraft records during the time period governed by the applicable 10-year statute of limitations for breach of contract claims in West Virginia in an effort to reasonably and plausibly determine the amount in controversy for purposes of removal.
36. Over the last 10 years, Peoples Bank estimates that its customers in West Virginia have paid overdraft charges connected to transactions that could have potentially been authorized into a positive available balance and settled at a negative balance to be at least \$13,268,760. Based on its review of its overdraft records for certain specific time periods, and then extrapolating over the last 10 years, Peoples Bank estimates that the amount in controversy for the 10-year period and based on the class definition, is well over \$5,000,000 in the aggregate.

37. More specifically, over the last 10 years, Peoples Bank estimates that its West Virginia customers have paid over \$16,775,665 in overdraft charges. Of those estimated \$16,775,665 in overdraft charges, approximately 79% were based on transactions that could have been authorized into a positive available balance and settled at a negative balance for an approximate total of \$13,268,760. As such, even if only 38% of these charges are for authorized positive/settle negative (as opposed to authorized negative/settle negative) transactions, the amount of overdraft charges that fall within the definition of the proposed class exceeds \$5,000,000. Accordingly, Peoples Bank's best estimate at this time is that over \$5,000,000 is in controversy and at issue in this putative class action.

IV. RETENTION OF RIGHTS

38. Peoples Bank submits this Notice of Removal without waiving any defenses, claims, objections, procedural rights, exceptions or obligations that may exist in its favor in either West Virginia state court or federal court.

39. Furthermore, in making any of the allegations in this Notice of Removal or any of its exhibits, Peoples Bank does not concede that the allegations in the Complaint are accurate, that Mr. Mays has asserted claims upon which relief can be granted, that his claims are timely, or that recovery of any of the amounts sought is authorized or appropriate.

40. Peoples Bank also does not concede that class certification is appropriate or that the class definition is proper, and Peoples Bank reserves the right to contest the putative class at the appropriate time.

WHEREFORE, Peoples Bank respectfully requests that this action be removed to this Court.

PEOPLES BANK

By Counsel,

/s/ Arie M. Spitz

Arie M. Spitz (WVSB #10867)

Jordan "Jo" McMinn (WVSB #14084)

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Counsel for Defendant Peoples Bank

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON DIVISION**

PATRICK MAYS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

PEOPLES BANK,

Defendant.

Case No.: 2:22-cv- -----
(Removed from Nicholas County Circuit
Court, Case No. CC-34-2022-51)

CERTIFICATE OF SERVICE

The undersigned counsel does hereby certify that the foregoing **Notice of Removal** was served upon the following on September 29, 2022:

Rodney A. Smith (WVSB # 9750)
ROD SMITH LAW PLLC
108 1/2 Capitol Street, Suite 300
Charleston, WV 25301

Jeffrey D. Kaliel
KALIELGOLD PLLC
1 100 15th Street NW, 4th Floor
Washington, D.C. 20005

Andrew Shamis
SHAMIS & GENTILE, P.A.
14 NE 1st Ave Suite 705
Miami, FL 33132

/s/ Arie M. Spitz
Arie M. Spitz (WVSB #10867)

EXHIBIT A

Court: **Circuit**
Judge: **Stephen O. Callaghan**
Case Type: **Civil**
Style: **Patrick Mays v. Peoples Bank**

County: **Case 2:22-cv-00418** Document 1-1 Filed 09/29/22 Page 2 of 2 PageID #: 12
Created Date: **8/22/2022** Status: **Open**
Case Sub-Type: **Contract** Security Level: **Public**

Document Id	Document Type	Document Origin	Docket Entry Description	Document Description	Filing Date	Pages
1-1	Civil Case Information Statement	E-file	Complaint		8/22/2022	2
1-2	Supporting Document	E-file	Complaint	Civil Case Information Sheet	8/22/2022	2
1-3	Complaint	E-file	Complaint	Complaint	8/22/2022	17
1-4	Supporting Document	E-file	Complaint	Exhibit A	8/22/2022	17
1-5	Supporting Document	E-file	Complaint	Summons	8/22/2022	1
1-6	Transmittal	E-file	Complaint		8/22/2022	2
1-7	Summons	E-file	Complaint		8/22/2022	1
8-1	Service Return	E-file	Service Return - S&C RET/ACCEPTED BY SOS ON BEHALF OF PEOPLES BANK ON 8/31/22.	S&C RET/ACCEPTED BY SOS ON BEHALF OF PEOPLES BANK ON 8/31/22.	9/8/2022	36
8-2	Transmittal	E-file	Service Return - S&C RET/ACCEPTED BY SOS ON BEHALF OF PEOPLES BANK ON 8/31/22.		9/8/2022	1

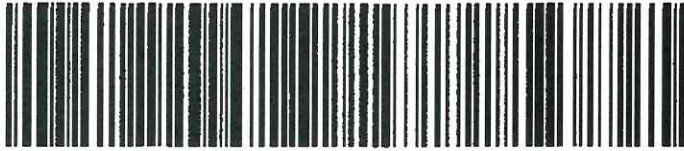
EXHIBIT B

Office of the Secretary of State
Building 1 Suite 157-K
1900 Kanawha Blvd E.
Charleston, WV 25305



Mac Warner
Secretary of State
State of West Virginia
Phone: 304-558-6000
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9214 8901 1251 3410 0003 5378 10

PEOPLES BANK
C. T. Corporation System
5098 WEST WASHINGTON STREET
SUITE 407
CHARLESTON, WV 25313

Control Number: 296147

Defendant: PEOPLES BANK
5098 WEST WASHINGTON STREET
SUITE 407
CHARLESTON, WV 25313 US

Agent: C. T. Corporation System

County: Nicholas

Civil Action: 22-C-51

Certified Number: 92148901125134100003537810

Service Date: 8/31/2022

I am enclosing:

1 summons and complaint

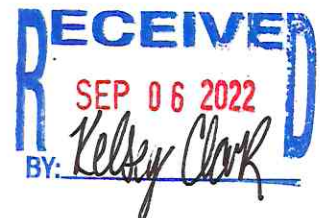
which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in the name and on behalf of your corporation as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, not to the Secretary of State's office.

Sincerely,

A handwritten signature in cursive script that reads "Mac Warner".

Mac Warner
Secretary of State



SUMMONS

E-FILED | 8/22/2022 3:05 PM
CC:34-2022-C-51
Nicholas County Circuit Clerk
Debbie Facemire

IN THE CIRCUIT COURT OF NICHOLAS COUNTY, WEST VIRGINIA
Patrick Mays v. Peoples Bank

Service Type: Filer - Secretary of State

NOTICE TO: Peoples Bank, c/o CT Corporation System, 5098 Washington Street, West, Suite 407, Charleston, WV 25313
THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY:

Rodney Smith, 108 1/2 CAPITOL ST STE 300, CHARLESTON, WV 25301

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

SERVICE:

8/22/2022 3:05:15 PM
Date

/s/ Debbie Facemire
Clerk

RECEIVED FOR
VICTIM PROCESS
AUG 31 A 11:59
SECRETARY OF STATE
STATE OF WEST VIRGINIA

RETURN ON SERVICE:

Return receipt of certified mail received in this office on _____
 I certify that I personally delivered a copy of the Summons and Complaint to _____

I certify that I personally delivered a copy of the Summons and Complaint to the individual's dwelling place or usual place of abode to _____, a member of the individual's family who is above the age of sixteen (16) years and by advising such person of the purpose of the summons and complaint.

Not Found in Bailiwick

Date

Server's Signature

E-FILED | 8/22/2022 3:05 PM
CC-34-2022-C-51
Nicholas County Circuit Clerk
Debbie Facemire

IN THE CIRCUIT COURT OF NICHOLAS COUNTY, WEST VIRGINIA

PATRICK MAYS, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

PEOPLES BANK,

Defendant.

Civil Action No.:

Judge:

CLASS ACTION COMPLAINT

Plaintiff Patrick Mays, on behalf of himself and all others similarly situated brings this class action complaint against Defendant Peoples Bank, and alleges the following:

INTRODUCTION

1. Plaintiff brings this action individually and on behalf of all similarly situated consumers against Defendant Peoples Bank (“Peoples Bank” or “Bank”), arising from its routine practice of assessing an overdraft fee (“OD Fee”) on transactions that did not actually overdraw checking accounts.

2. Peoples Bank’s customers have been injured by the Bank’s improper practices to the tune of millions of dollars bilked from their accounts in violation Peoples Bank’s clear contractual commitments.

3. Plaintiff, on behalf of himself and Class of similarly situated consumers, seeks to end Peoples Bank’s abusive and predatory practices and force it to refund all of these improper charges. Plaintiff asserts a claim for breach of contract, including breach of the covenant of good faith and fair dealing, and seeks damages, restitution, and injunctive relief, as set forth more fully below.

PARTIES

4. Plaintiff Patrick Mays is a citizen and resident of Richwood, West Virginia.

5. Defendant Peoples Bank is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative class. Peoples Bank has \$7.2 billion in assets, is headquartered in Marietta, Ohio and maintains branch locations in Ohio, West Virginia, Kentucky, Virginia, Washington D.C. and Maryland.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the Defendant pursuant to W. Va. Code § 56-3-33(a)(1) because Defendant has transacted significant business within the State and County at all times relevant to this Complaint.

7. Venue for this action is proper in this Court pursuant to W. Va. Code § 56-1-1 because the acts and/or omissions giving rise to this action occurred in Nicholas County.

8. The amount in controversy exceeds \$7,500 exclusive of interest, costs, and attorneys' fees.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

PEOPLES BANK CHARGES OD FEES ON TRANSACTIONS THAT DO NOT ACTUALLY OVERDRAW THE ACCOUNT

9. Plaintiff has a checking account with Peoples Bank.

10. Peoples 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.

11. Pursuant to its Account Documents, Peoples Bank charges fees for transactions that purportedly result in an overdraft.

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

13. Here's how it works. At the moment debit card transactions are authorized on an account with positive funds to cover the transaction, Peoples Bank immediately reduces accountholders' checking accounts by 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. Therefore, customers' accounts will always have sufficient available funds to cover these transactions because Peoples Bank has already sequestered these funds for payment.

14. However, Peoples Bank still assesses crippling OD Fees on many of these transactions and misrepresents its practices in its Account Documents.

15. Despite putting aside sufficient available funds for debit card and other POS transactions at the time those transactions are authorized, Peoples 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.

16. Peoples 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, Peoples 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.

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, Peoples Bank improperly charges OD Fees on those APPSN Transactions, even though 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 Peoples Bank’s OD Fee revenue. APPSN Transactions only exist because intervening checking account transactions supposedly reduce an account balance. But Peoples 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 Peoples 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 Peoples Bank's adhesion contracts—contracts which fail to inform accountholders about the true nature of Peoples Bank's processes and practices. These practices also exploit contractual discretion to gouge accountholders.

22. In plain, clear, and simple language, the Account Documents covering OD Fees promise that Peoples Bank will only charge OD Fees on transactions that have insufficient funds to cover that transaction.

23. In short, Peoples 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.

A. 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 Peoples Bank. When a merchant physically or virtually "swipes" a customer's debit card, the credit card terminal connects, via an intermediary, to Peoples 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, Peoples 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. Peoples Bank (like all banks and credit unions) decides whether to "pay" debit card transactions at authorization. After that, Peoples 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 Peoples 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.

B. Peoples Bank's Account Contract

30. Plaintiff has a checking account with Peoples Bank, which is governed by Peoples Bank's standardized Account Documents.

31. The Account Documents indicate that Peoples Bank will only pay overdrafts when an accountholder lacks sufficient funds to pay for a transaction, reserving discretion for whether to pay an overdraft:

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.

Fees:

Non-sufficient fund fees, and any additional account-related fees, will be deducted from the available Overdraft Privilege funds. The fee per overdraft item is \$35.00. Accounts overdrawn for three (3) consecutive business days will be assessed a \$6.00 fee every third business day until the balance becomes positive.

We have no obligation to notify you before we pay or return any item.

Ex. A, p. 34. Further, the Account Documents state:

UNDERSTANDING YOUR ACCOUNT BALANCE FOR OVERDRAFTS AND THE RETURN OF TRANSACTIONS PRESENTED FOR PAYMENT

Your checking account has two kinds of balances: the ledger balance and the available balance. The ledger balance is the balance you see on the statement of account that you receive in the mail or that is delivered to you electronically. You can also review your ledger balance at a branch or by calling 1-800-374-6123. You can review your available balance when you review your account online, at an ATM, through our 24 hour touchtone banking service, by phone or at a branch. Peoples Bank uses your available balance when determining whether a transaction will cause your account to overdraw. An overdraft occurs, and an Overdraft Fee is charged to your account, when you don't have the necessary Available Balance in your account to cover transactions you have made, but we pay a transaction on your behalf. If we choose to return any of the transactions you have made and don't have the necessary Available Balance in your account, an NSF or Insufficient Funds Fee is charged to your account.

...

YOUR AVAILABLE BALANCE

Your available balance is the amount of money in your account that is available to you without incurring an overdraft fee. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that we have authorized but that have not yet posted to your account. *Id.*

...

EXAMPLE OF AVAILABLE BALANCE

If your ledger balance and available balance are both \$100 and you present your debit card for payment at a restaurant for \$35, the merchant processes an authorization request for payment. We will approve the authorization and place a "hold" on your account for \$35 because you have sufficient funds available for the purchase at the time the transaction was completed. Your ledger balance is still \$100 because the debit card transaction has not yet posted to your account; however, your available balance would be \$65 because you have already authorized the \$35 payment to the restaurant. When the restaurant submits the transaction for payment (which could

be a few days later and could be for a different amount if you have added a tip), we will post the transaction to your account and your ledger balance will be reduced.

Id. at 37.

32. For APPSN Transactions, which are immediately deducted from a positive account balance and should be held aside for payment of that same transaction, there are always funds to cover those transactions—yet Peoples Bank assesses OD Fees on them anyway.

33. The above promises mean that transactions are only overdraft transactions when they are authorized into a negative account balance. Of course, that is not true for APPSN Transactions.

34. APPSN transactions are always initiated at a time when there are sufficient available funds in the account.

35. In fact, Peoples Bank actually authorizes transactions on positive funds, claims to set those funds aside on hold, but then fails to use those same funds to settle those same transactions. Instead, it uses a secret posting process described below.

36. All the above representations and contractual promises are untrue. In fact, Peoples 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 Peoples Bank may impose OD Fees on any APPSN Transactions.

37. First, and most fundamentally, Peoples 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 Peoples Bank will only charge OD Fees on transactions with insufficient available funds to cover a given transaction.

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

39. Peoples 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 Peoples Bank's actual practice and the contract causes accountholders like the Plaintiff to incur more OD Fees than they should.

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

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

42. In reality, Peoples Bank's actual practice is to deduct 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.

43. At the time of settlement, however, an available balance *does not change at all* for these transactions previously authorized into good funds. As such, Peoples 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.

44. Upon information and belief, something more is going on: at the moment a debit card transaction is getting ready to settle, Peoples Bank does something new and unexpected, during the middle of the night, during its nightly batch posting process. Specifically, Peoples 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.

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

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

47. In sum, there is a huge gap between Peoples Bank's practices as described in the Account Documents and Peoples Bank's practices in reality.

C. Peoples Bank Abuses Contractual Discretion

48. Peoples 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, Peoples Bank exploits contractual discretion to the detriment of accountholders when it uses these policies.

49. Peoples 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.

50. Peoples Bank uses this contractual discretion unfairly to extract OD Fees on transactions that no reasonable accountholder would believe could cause OD Fees.

D. Reasonable Accountholders Understand Debit Card/POS Transactions Are Debited Immediately

51. The assessment of OD Fees on APPSN Transactions is fundamentally inconsistent with immediate deduction and holding of funds for debit card/POS transactions. That is because, if funds are immediately debited from the balance and held, 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 from the available balance, then they are necessarily available to be applied to the debit card transactions for which they are debited.

52. Peoples Bank was and is aware that this is precisely how accountholders reasonably understand such transactions to work.

53. Peoples Bank knows that many accountholders prefer debit cards for this very reason. 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.

54. 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?*, Consumer Action (Jan. 14, 2019), https://www.consumer-action.org/helpdesk/articles/what_do_i_need_to_know_about_using_a_debit_card (last visited June 4, 2021).

55. 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*, Consumer Action, http://www.consumer-action.org/english/articles/understanding_debit_cards (last visited June 4, 2021).

56. 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 increased by approximately 1.4 million in a recent five year period 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/morepeople-are-using-debit-cards-to-buy-a-pack-of-gum-2016-03-23>.

57. 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.

58. Peoples Bank was aware of 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.

E. Plaintiff's Experience

59. As an example, on May 11, 2022, Plaintiff was assessed OD Fees for debit card transactions that settled that day, despite the fact that positive funds were deducted immediately, prior to that day, for the transaction on which Plaintiff was assessed the OD Fee. At the time that the positive funds were deducted, Plaintiff had a positive balance, which would not have caused an OD Fee.

CLASS ACTION ALLEGATIONS

60. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Rule 23 of the West Virginia Rules of Civil Procedure. The proposed class is defined as:

All United States citizens who, during the applicable statute of limitations, were charged OD Fees on transactions that were authorized into a positive available balance (the "Class").

61. Excluded from the Class 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, all customers who make a timely election to be excluded; governmental entities; and all judges assigned to hear any aspect of this litigation, their immediate family members, and chambers staff. Also specifically excluded are any individuals who were not West Virginia citizens at the time this action was commenced.

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

63. Plaintiff readily satisfies the requirements set forth in West Virginia Rule of Civil Procedure Rule 23(a) and (b).

64. Numerosity: The parties are numerous such that joinder is impracticable. Given the nature of the banking industry, and subject to class discovery, the Class consists of thousands of members or more, the identity of whom are within the exclusive knowledge of and can be ascertained only by resort to Peoples Bank's records. Peoples Bank has the administrative capability through its computer systems and other records to identify all members of the Class, and such specific information is not otherwise available to Plaintiff.

65. Commonality: 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 Class. Such common legal or factual questions include, but are not limited to:

- a) Whether Peoples Bank charged OD Fees on transactions when those transactions did not overdraw accounts;
- 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) The appropriate measure of damages.

66. Typicality: Plaintiff's claims are typical of the claims of the other members of the Class in that they arise out of the same wrongful business practices by Peoples Bank, as described herein.

67. Adequacy: Plaintiff is a more than adequate representative of the Class in that Plaintiff is a Peoples Bank checking account holder and has suffered damages as a result of Peoples Bank's contract violations. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of account holders against financial institutions;
- b) There is no conflict of interest between Plaintiff and the unnamed members of the Class;

- c) Plaintiff anticipates no difficulty in the management of this litigation as a class action;
- d) Plaintiff has retained legal counsel with extensive experience litigating class actions, including actions against the banking industry; and
- e) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

68. **Predominance:** The common questions predominate over questions that may affect only individual class members because Peoples Bank has acted on grounds generally applicable to the class. In other words, Peoples Bank improperly and regularly charges its customers OD Fees on transactions that were authorized into a positive available balance.

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

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

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

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

**BREACH OF CONTRACT INCLUDING THE
COVENANT OF GOOD FAITH AND FAIR DEALING**
(Individually and on Behalf of the Class)

73. Plaintiff repeats and incorporates all of the preceding allegations as if fully set forth herein.

74. Plaintiff, and all members of the proposed Class contracted with Peoples Bank for checking account services, including debit card services.

75. Peoples Bank breached promises made to Plaintiff and all members of the proposed class when as described herein, it charged OD Fees on transactions that were authorized into a positive available balance.

76. 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.

77. 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.

78. 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.

79. Peoples Bank has breached the covenant of good faith and fair dealing and abused its discretion in its contract as described herein. Specifically, Peoples Bank should not have used its discretion to charge OD Fees on transactions that were authorized into a positive available balance. The

Account Documents do not have a contract term permitting it to charge OD Fees on transactions that were authorized into a positive available balance, and the documents are otherwise ambiguous as to any right for Peoples Bank to charge OD Fees on transactions that were authorized into a positive available balance.

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

81. Plaintiff and all members of the proposed Class have sustained damages as a result of Peoples Bank's breaches of the contract.

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 Class;
- B. Declaring Peoples Bank's OD Fee policies and practices to be in breach of its contract with accountholders;
- C. Restitution of all OD Fees improperly paid to Peoples Bank by Plaintiff and the members of the Class, 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. Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;
- F. For costs and attorneys' fees under the common fund doctrine, and all other applicable law; and
- G. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Dated: August 22, 2022

Respectfully submitted,

/s/ Rodney A. Smith

Rodney A. Smith (WVSB # 9750)

M. Alex Urban (WVSB # 13480)

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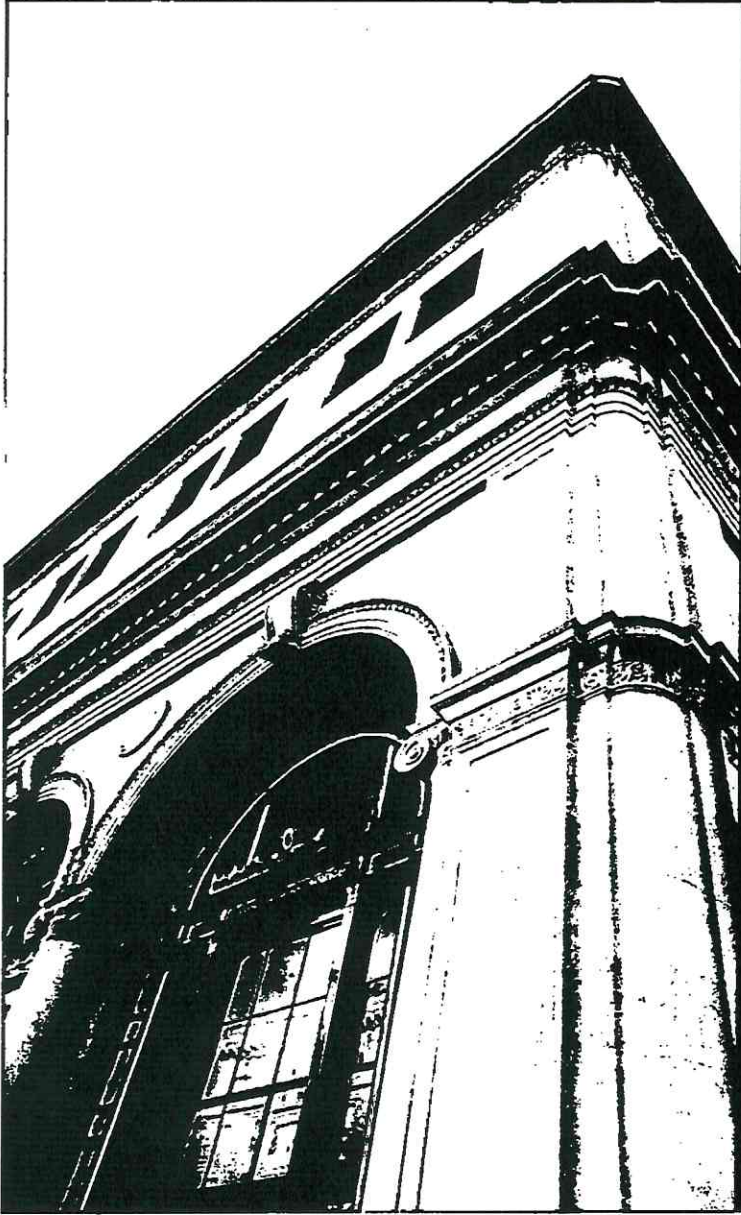
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Nicholas County Circuit Clerk
Debbie Facemire



ACCOUNT

 DETAILS & DISCLOSURES

ELECTRONIC FUND TRANSFER INITIAL DISCLOSURE

CONSUMER'S LIABILITY. You will tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

Limitation of Liability for Unauthorized MasterCard branded card transactions. You will not be liable for any transactions not authorized by you if you have exercised reasonable care in safeguarding the card from risk of loss or theft and, upon becoming aware of such loss or theft, promptly report the loss or theft to us. This rule does not apply to a transaction conducted with a card that is a) issued to an entity other than a natural person; b) issued for a commercial purpose; provided, the rule shall apply to a transaction conducted with a card for a 'Small Business' program as described on <http://www.mastercardbusiness.com> (under 'Small Business,' select the 'Products' tab); c) issued and/or sold to a person until such time as that person's identity is registered by or on behalf of us in connection with such issuance and/or sale, which registration may include customer identification program requirements.

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

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER.

If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call 800-374-6123 or write PEOPLES BANK, Po Box 738, Marietta, OH 45750.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Federal Holidays are not included.

TYPES OF TRANSFERS. You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your card and/or code to:

- Make deposits to your checking and savings accounts.
- Pay bills directly from your checking account in the amounts and on the days you request.
- Pay for purchases at places that have agreed to accept the card and/or code.
- Transfer funds between your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.
- Pay your bills with merchants you have selected on our bill payment service.

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

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to

- pay for purchases.
- pay bills.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS.

- You can buy up to \$500.00 (using an ATM card) OR \$1,000 (using an HSA card) OR \$2000.00 (using a Debit card) worth of goods or services each day by using the card and/or code in our point-of-sale transfer service.
- You can withdraw up to \$500.00 (using an ATM, HSA OR Debit card) from our terminals using your card each day.

FEES.

- You will be charged \$5.00 per card for the issuance of replacement access cards.
- You will be charged \$1.50 for each transfer that you make using an automated teller machine not owned by us.
- If you use your card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a currency conversion fee of 1% of the transaction amount.
- CROSS-BORDER ASSESSMENT: FEE RELATED TO PROCESSING ATM OR DEBIT CARD TRANSACTIONS COMPLETED AT ATMS OR MERCHANTS OUTSIDE THE UNITED STATES. THE CURRENT CALCULATION OF THE FEE IS .8% (80 BASIS POINTS) OF THE TOTAL TRANSACTION AMOUNT.

CONFIDENTIALITY.

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us written permission.

DOCUMENTATION.

Terminal Transfers. You can get a receipt at the time you make any transfer that exceeds \$15.00 to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at 800-374-6123 to find out whether the deposit has been made.

Periodic Statements. You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly.

PREAUTHORIZED PAYMENTS.

Stop Payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call us at 800-374-6123 or write us at PEOPLES BANK, Po Box 738, Marietta, OH 45750, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$35.00 for each stop payment order you give us.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY. If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

You will telephone us at 800-374-6123 or write us at PEOPLES BANK, Card Services, PO Box 738, Marietta, OH 45750 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will:

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

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

We will determine whether an error occurred within 10 business days (20 business days if new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if point-of-sale transaction, or new account, or a foreign initiated

transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

EXCHANGE RATE FOR FOREIGN TRANSFERS.

If a transfer takes place outside of the United States and is in a foreign currency, Visa or MasterCard will convert the transfer into U.S. dollars by using their own currency conversion procedures.

The exchange rate will be determined in one of two ways: (1) the exchange rate will be selected from the range of rates available in the wholesale currency markets for the central processing date (which may be different from the rate received by Visa or MasterCard), or (2) the exchange rate will be a government-mandated rate in effect for the applicable central processing date, plus any adjustment determined by the card issuer and disclosed separately in the fee section of the cardholder agreement. The currency exchange rate used may differ from the rate in effect when your transfer occurred or was posted to your account.

ADDITIONAL INFORMATION REGARDING CURRENCY CONVERSION ASSESSMENTS: PART OF MASTERCARD'S CURRENCY CONVERSION PROCEDURE INCLUDES USE OF EITHER GOVERNMENT-MANDATED EXCHANGE RATE, OR A WHOLESALE EXCHANGE RATE SELECTED BY MASTERCARD, AND THAT THE GOVERNMENT-MANDATED EXCHANGE RATE OR WHOLESALE EXCHANGE RATE MASTERCARD USES FOR A PARTICULAR TRANSACTION IS THE RATE MASTERCARD SELECTS FOR THE APPLICABLE CURRENCY ON THE DAY THE TRANSACTION IS PROCESSED, WHICH MAY DIFFER FROM THAT APPLICABLE TO THE DATE THE TRANSACTION OCCURRED OR WHEN IT IS POSTED TO THE CARDHOLDER'S ACCOUNT.

OVERDRAFT OPTIONS

Overdraft Privilege

Peoples Bank offers Overdraft Privilege for eligible checking accounts. This is a service we offer in the event you make a mistake in your record keeping or forget to record a check. Rather than returning your check to the business or person to whom it was issued, Peoples Bank will consider paying your item for the cost of our normal overdraft fee. The Overdraft Privilege service should not be relied upon to fund routine payments.

Overdraft Privilege funds may be accessed through the following transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- ACH debits
- Recurring debit card transactions

Reg E Opt-In

In addition to the above transactions covered by discretionary Overdraft Privilege, the following will be covered should you choose to opt in to Reg E:

- ATM transactions
- Everyday debit card transactions

Eligibility:

Overdraft Privilege of either \$400, \$700, or \$1000 (depending on account type) may become available once your account has been open for at least 60 days and you have at least one deposit every 35 days.

Overdraft Privilege is not a line of credit. Overdraft Privilege represents a purely discretionary courtesy service that the bank may provide to you from time to time and which may be withdrawn or withheld by the bank at any time without prior notice, reason or cause. Overdraft Privilege does not constitute an actual or implied agreement between you and the bank. You are expected to maintain your account in good standing to remain eligible, which includes at least:

- A. Making at least one deposit to your account every thirty-five (35) days or having an average balance of at least \$500 per your last checking account statement.
- B. Maintaining a positive account balance every thirty (30) day period for a minimum period of one (1) bank processing day.

- C. Ensuring all your accounts/loans at Peoples Bank remain in good standing, and
- D. Not being subject to legal/administrative orders or levies.

Overdraft Privilege is available only to eligible personal and business checking accounts (excluding Money Market and Minor accounts). We may limit the number of accounts eligible for Overdraft Privilege.

Explanation of Non-Sufficient Funds:

It is the policy of Peoples Bank to comply with applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Your account will be overdrawn the amount of the item plus applicable overdraft fees. The total overdrawn amount will be subtracted from the amount of any subsequent deposit(s) or credit(s). A non-sufficient funds (negative) balance may result from:

- A. The payment of checks, electronic funds transfers or other withdrawal requests
- B. Payments authorized by you
- C. The return, unpaid, of items deposited by you
- D. The imposition of bank service charges
- E. The deposit of items, which, according to the bank's Funds Availability Policy, are treated as not yet "available" or finally paid

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.

Fees:

Non-sufficient fund fees, and any additional account-related fees, will be deducted from the available Overdraft Privilege funds. The fee per overdraft item is \$35.00. Accounts overdrawn for three (3) consecutive business days will be assessed a \$6.00 fee every third business day until the balance becomes positive.

We have no obligation to notify you before we pay or return any item.

We will mail a prompt notification to your home when you have used any of your Overdraft Privilege funds. You will be expected to pay back the overdrawn amount and the non-sufficient funds charge promptly, or your privilege may be revoked.

If there is an Overdraft paid by us on an account with more than one owner, each owner shall be jointly and independently liable for such overdrafts plus any non-sufficient fund fees.

Customer Opt-Out:

If our Overdraft Privilege Service does not meet your current needs, or if you wish to revoke your Reg E coverage, you may choose at any time not to participate by notifying one of our Personal Bankers or Business Bankers by calling 1.800.374.6123.

Overdraft Protection

Peoples Bank also offers an optional Overdraft Protection service; a service that will connect a secondary account (i.e. savings or another checking account) to your primary checking account. Through Overdraft Protection, funds will be transferred from your secondary account in \$50 increments when an overdraft occurs. You must enroll in Overdraft Protection, as enrollment is not automatic.

Personal Overdraft Line of Credit

For Peoples Bank checking account customers who want the peace of mind of constant overdraft protection, the Personal Overdraft Line of Credit offers a flexible and affordable solution to cover unexpected overdrafts. With Personal Overdraft Line of Credit, funds are automatically transferred to the qualified checking account in order to cover the overdraft. A small fee is charged for each transfer along with a minimum monthly payment. Lines up to \$5,000 are available depending upon credit approval. An application and the credit approval are required.

SCHEDULE OF FEES

All accounts are subject to General Costs unless otherwise stated.
This information amends prior fee schedules given to you.

Checking Accounts

Deposit Items Returned-Except Endorsements	\$10.00 (Per Item)
Deposited Items Returned-Redeposit/Reclear	\$10.00 (Per Item)
Interim Statements	\$5.00
Coin/Currency Bags	\$5.00 (Per Bag)
Night Deposit Bags	\$35.00 (Per Bag)
Night Deposit Keys: First Key	No Charge
- Additional Night Deposit Keys (each)	\$5.00
Overdrafts	\$35.00 (Per Item)
Accounts overdrawn for three (3) consecutive business days will be assessed a \$6.00 fee every third business day until the balance becomes positive.	
Peoples Line of Credit Transfer Fee	\$15.00
Printed Checks	Variable
Cashed Checks Returned	\$10.00 (Per Item)
Non-Sufficient Funds (NSF) Fee	\$35.00 (Per Item)
Stop Payments	\$35.00 (Per Item)

Checks

Cashier's Checks	\$7.00
Money Orders	\$5.00
Official Check Issued for Account Closing	\$2.50
Gift Cards	\$5.00 (Per Card)

Safe Deposit Box Accounts

Lost Key	\$20.00
Drill Box (if both keys are lost)	\$70.00

Loans and Collection Accounts

Canadian & International Check Collection	Variable
Domestic Collections	\$6.00 Minimum; Variable
Land Contract Collections	\$6.00 (Per Payment)
Letters of Credit	1.5%; \$250 Minimum

Research

Account Reconciliation & Research	
- Customers (No Charge if Bank Error)	\$20.00 (Per Hour)
- Non-Customers (No Charge if Bank Error)	\$30.00 (Per Hour)
Withdrawal Document Copy	\$1.00

Special Services

ATM Card Replacement	\$5.00
Peoples Priority Debit Card	\$29.00
Audit Confirmation	\$25.00 (Each)
Bond Coupon Collections	\$10.00 (Per Envelope)
Bond Coupon Returns	\$20.00 (Per Envelope)
Christmas Club Early Withdrawal/Closing	\$25.00
Self-Service Coin Counting Machine	
- Customers	Free
- Non-Customers	15% of Total
Foreign Currency Purchase	\$25.00 (Per Order)
IRS Tax Levy Processing	\$100.00 (Per Levy)
Non-Customer Check Cashing Fee	1% or \$10.00 Minimum
Notary Fee	\$2.00
Photocopies	\$5.00 (If Over Three Items)
Signature Guarantee	\$10.00
Loan Payments by Telephone (3rd Party Payors Only)	\$6.00
Paper Statement Fee	\$2.00
Dormant Account Fee	\$7.50 (Per Month)

Wire Transfers

Domestic Wire Transfers	\$25.00
Foreign Wire Transfers	\$50.00
Incoming Wire Transfers	\$15.00
EFTPS Wire Service	\$25.00 (Per Payment)

Savings Accounts

Excess Withdrawal Fee \$10.00 (Per Month over six debit items). This fee applies to all types of withdrawals and transfers including those made in person.

Money Market Accounts

Excess Withdrawals \$10.00 (Per Month over six debits items). This fee applies to all types of withdrawals and transfers including those made in person.

Online Banking Services

Bill Pay	Free
Expedited Bill Pay Check Payment	\$19.95
Expedited Bill Pay Electronic Payment	\$4.95

FUNDS AVAILABILITY POLICY DISCLOSURE

INTRODUCING OUR FUNDS AVAILABILITY POLICY.

When you deposit checks and other non-cash items to your Peoples Bank account, you expect us to make the funds available for your use as quickly as possible. Our Funds Availability Policy ("Policy") is designed to do just that. Depending on the type of non-cash deposit you make, your funds may be available as soon as the next business day. Of course, depending on the amount, type and source of your non-cash deposit, there are situations when your deposit will take longer to become available for your use.

This Policy provides detailed information about when funds you deposit will become available for your use. This Policy is in effect for all Peoples Bank deposit accounts, both consumer and business. Please take a moment to review this Policy. By understanding how we make your deposits of non-cash items available, it will be easier for you to manage your account.

DETERMINING AVAILABILITY OF A DEPOSIT

We determine funds availability by counting the number of business days from the business day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day.

If you make a deposit in any banking center on a Business Day that the banking center is open, we will consider that day to be the day of deposit. However, if you make a deposit on a day that is not a business day, or after the cut off time, we will consider the deposit to have been made on the next business day. Our Business Day Cut-off time is 7 p.m. Eastern Time for Peoples Bank ATM's, mobile deposit or remote deposit capture. Deposits made at a night depository are considered received when we remove them from the night depository, we will remove deposits no later than the next business day. Availability varies depending on the type of deposit and is explained below. Please note that checks drawn on banks located outside of the United States are not subject to this availability Policy. Please inquire regarding availability at the time you make such deposits.

SAME-DAY AVAILABILITY

Funds from the following deposits are available on the same business day as the day of their deposit:

- All cash deposits made to a Peoples Bank teller
- Wire Transfers
- Electronic deposits

NEXT-DAY AVAILABILITY

If you make a deposit before the cut-off time on a business day that we are open, funds from your deposit will be available as follows:

- Deposits made at a Peoples Bank ATM will be available on the first business day after the business day of your deposit.
- Checks or money orders drawn on Peoples Bank will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting. The remaining funds will be available on the first business day after the business day of your deposit.
- Checks or money orders NOT drawn on Peoples Bank will be available on the first business day after the business day of your deposit.

LONGER DELAYS MAY APPLY

In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after that day of your deposit. However, the first \$225 of these deposits will be available on the first business day after the day of your deposit, unless we delay availability for one of the circumstances listed below.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling \$5,525 or more on any one business day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as a failure of communications or computer equipment.

We will notify you of the delay in your ability to withdraw funds for any of the reasons listed, and we will tell you when the funds will be available. If we decide to delay availability of your funds after you complete your deposit, we will mail you a deposit notice by the business day after we decide to take that action. In most cases, funds from the deposit of checks will be available no later than the seventh business day after the business day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

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

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a business day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip.) The excess over \$5,525 will be available for withdrawal no later than the seventh business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made with a banker at a branch, the first \$5,525 will not be available until the second business day after the day of your deposit;
- Funds from all other check deposits will be available no later than the seventh business day after your deposit.

DEPOSITS AT NON-PEOPLES BANK ATMS

If you make a deposit at an ATM that we do not own or operate, which are those not branded as Peoples Bank, funds from any deposits (cash or check) will be available five business days after the day of your deposit. This rule does not apply at ATMs that we own or operate.

REFUSAL OF A DEPOSIT

We continue to reserve the right not to accept deposits. In some circumstances, items unacceptable for deposit, such as a mutilated check, may be processed as collection items, which means your account will not be provisionally credited with the deposits, and the funds will not be available to you, until Peoples Bank has received final payment of the checks from the banks on which the checks are drawn.

YOUR RESPONSIBILITY

You agree that Peoples Bank may deduct the amount of a deposited check that had been credited to account from your account balance if Peoples Bank receives notice that the check has not been or will not be paid. Peoples Bank may make this deduction even if the unpaid check has not yet been returned to Peoples Bank. You agree that Peoples Bank may charge a Return Deposited Item fee against your account even if Peoples Bank could claim reimbursement for the check from the bank

on which the check was drawn or from some other bank. You agree that Peoples Bank may charge a check back even if the charge results in an overdraft. If you have any further questions about this Funds Availability Policy, please contact your local branch or call us at 1-800-374-6123.

UNDERSTANDING YOUR ACCOUNT BALANCE FOR OVERDRAFTS AND THE RETURN OF TRANSACTIONS PRESENTED FOR PAYMENT

Your checking account has two kinds of balances: the ledger balance and the available balance. The ledger balance is the balance you see on the statement of account that you receive in the mail or that is delivered to you electronically. You can also review your ledger balance at a branch or by calling 1-800-374-6123. You can review your available balance when you review your account online, at an ATM, through our 24 hour touchtone banking service, by phone or at a branch. Peoples Bank uses your available balance when determining whether a transaction will cause your account to overdraw. An overdraft occurs, and an Overdraft Fee is charged to your account, when you don't have the necessary Available Balance in your account to cover transactions you have made, but we pay a transaction on your behalf. If we choose to return any of the transactions you have made and don't have the necessary Available Balance in your account, an NSF or Insufficient Funds fee is charged to your account.

The information below explains how your checking account balance works - including the differences between your ledger balance and your available balance. Examples are used to help explain when we may charge an overdraft fee or an insufficient funds (NSF) fee due to an insufficient available balance.

YOUR LEDGER (STATEMENT) BALANCE

Your ledger balance is the amount of money that is actually in your account at any given time. Your ledger balance reflects transactions that have "posted" to your account but it does not include transactions that have been authorized and are pending. While it may seem that the ledger balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges, or deposits made on your account that have not yet posted and, therefore, will not appear in your ledger balance.

EXAMPLES OF LEDGER BALANCE

If you have a \$100.00 ledger balance and you wrote a check for \$60.00, then your ledger balance will show \$100.00 because the ledger balance does not include the pending check transaction which has not yet posted. While your ledger balance is \$100.00, you have already spent \$60.00.

YOUR AVAILABLE BALANCE

Your available balance is the amount of money in your account that is available to you without incurring an overdraft fee. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that we have authorized but that have not yet posted to your account.

Deposits will increase your Available Balance as described in our Funds Availability Policy Disclosure - not all deposits are available immediately.

EXAMPLE OF AVAILABLE BALANCE

If your ledger balance and available balance are both \$100 and you present your debit card for payment at a restaurant for \$35, the merchant processes an authorization request for payment. We will approve the authorization and place a "hold" on your account for \$35 because you have sufficient funds available for the purchase at the time the transaction was completed. Your ledger balance is still \$100 because the debit card transaction has not yet posted to your account; however, your available balance would be \$65 because you have already authorized the \$35 payment to the restaurant. When the restaurant submits the transaction for payment (which could be a few days later and could be for a different amount if you have added a tip), we will post the transaction to your account and your ledger balance will be reduced.

EXAMPLE OF OVERDRAFT OR NSF FEE FOR INSUFFICIENT AVAILABLE BALANCE:

If your ledger balance and available balance are both \$100 and you swipe your debit card at a restaurant for \$35, a hold is placed on your account and your available balance will be reduced to \$65. Your ledger balance is still \$100 because the transaction has not yet posted to your account. If a check that you had previously written for \$75 clears through your account before the restaurant charge is sent to us for processing - you will incur an overdraft fee. This is because your available balance was \$65 when the \$75 check was processed by the bank, even though your ledger balance

is still \$100. In this case, we may pay the \$75 check and we will charge you the applicable overdraft. The overdraft fee, will also be deducted from your account, further reducing your balance. If we return the check to the depositor, the amount of the check will be added back to your ledger and available balance, and we will charge you the applicable NSF fee.

RELIABILITY OF YOUR AVAILABLE BALANCE

You can review your available balances when you review your account online, through mobile banking, at an ATM, through our 24 hour touchtone banking service, by phone or at a branch. However, it is important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a particular transaction. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized (or other outstanding transactions) that have not yet posted to your account. Additionally, your available balance may not reflect all of your debit card transactions due to circumstances outside of our control. As demonstrated by the examples below, the best way to know how much money you have available (including all prior checks and authorizations) is to record and track all of your transactions closely.

As demonstrated by the examples below, the best way to know how much money you have available (including all prior checks and authorizations) is to record and track all of your transactions closely.

EXAMPLES OF TRANSACTIONS NOT REFLECTED IN YOUR AVAILABLE BALANCE OUTSTANDING CHECKS AND BILL PAYMENTS:

If you have written checks from your account or have set up automatic bill payments, those transactions will not be reflected in your available balance when authorized. Rather, these transactions will be reflected in your ledger balance and available balance when the transactions post to your account.

DEBIT CARD HOLDS: If a merchant obtains our authorization but does not submit a one-time debit card transaction for payment within three days of authorization, or up to seven days for merchants like Rental Car Companies, Hotels, etc., we may release the authorization hold on the transaction. Since the hold has been released, your available balance would not reflect this transaction until the transaction has been received by us and paid from your account.

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation

in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

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

In Maryland, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or convenience signer.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Ohio"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or

overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside

depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS - Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

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

In Kentucky, Release-of-funds procedure - We reserve the right to prevent withdrawal from this account upon the death of any owner until all required release-of-funds procedures are completed.

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

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

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

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

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

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

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

RIGHTS AT DEATH - Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

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

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

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

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

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) any required release-of-funds procedures have been completed. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

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

determine to whom we pay the account funds.

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

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which we have agreed. If two or more of you survive, you will own the balance in the account, with previous proportional interests, as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

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

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

Joint Account - With Survivorship - If such an account ownership is selected, each joint tenant intends and agrees that the account balance upon his or her death shall be the property of the surviving joint tenant, and if more than one survives, they shall remain as joint tenants with right of survivorship between them.

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

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In West Virginia, NOTICE TO JOINT ACCOUNT HOLDERS - This provision does not apply to joint accounts if the signatures of all of the account owners are required to make a withdrawal.

This joint account is payable in both your name "or" in the name of the other person(s) listed on the account (Example "Mr. Smith or Mrs. Smith").

Please be advised and forewarned that:

- All the money in this joint account may be withdrawn by anyone named on this account; or may be pledged as security for a loan or debt by anyone named on the account.
- UNLESS, prior written notice is given to the bank not to permit it.
- Despite any notification to the bank
- The bank may pay the entire account balance to a credit or other legal claimant pursuant to legal process.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

In Ohio, Maryland, Virginia and West Virginia, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In District of Columbia and Kentucky, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

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

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

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

In Ohio, District of Columbia, Kentucky, Virginia and West Virginia, NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in

the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

In Maryland, NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file.

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

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

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized

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

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

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

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

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

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or

has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In Ohio, Kentucky, Virginia and West Virginia, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the

death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

In District of Columbia, AGENCY DESIGNATION (Single-Party Accounts only) - A single individual is the owner. An agent may make account transactions for parties, but has no ownership or rights at death unless named as a pay on death beneficiary. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

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

In Maryland, CONVENIENCE SIGNER (Individual Accounts only) - A single individual is the owner. The convenience signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the convenience signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the convenience signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the convenience signer's authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the convenience signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a

reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience signer.

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

In Virginia, GUARDIAN OR CUSTODIAL ACCOUNTS - This account is not subject to dormant service charges if the deposit was made: (1) by a court or (2) by a guardian pursuant to order of a court or (3) by any other person for the benefit of a person who was an infant at the time of the making of such deposit and which deposit is subject to withdrawal only upon the further order of such court or such guardian or other person. This account may become subject to dormant service charges one year after such infant attains the age of eighteen years or one year after the death of such infant, whichever occurs sooner. At our option, we may require proof of guardian or custodial status.

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

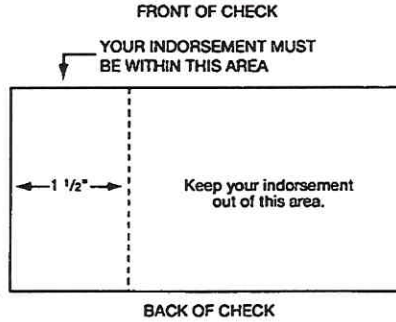
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains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

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the "trailing edge" is the

left edge. When you flip the check over, be sure to keep all indorsement information within 1/2" of that edge.

Name	7654
Address, City, State	_____ 20 _____
Pay to the order of	_____ \$ _____
	_____ dollars
Bank Name and Location	_____
Memo	_____
⑆ 1 2 3 4 5 6 7 8 9 ⑆ 7 6 5 4	



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

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree

that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

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

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

ACCOUNT SECURITY - Duty to protect account information and methods of access - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

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

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

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and

prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

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

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

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

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

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

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as

provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature

purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

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

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

TRANSACTION POSTING ORDER

The following is important information to be aware of regarding the order in which transactions are posted to your account.

Transactions that are posted to your account may not be processed in the order in which they occurred. The order in which transactions are posted and paid from your account may affect the number of transactions that over-draw your account or are returned unpaid, as well as the amount of fees you may have to pay.

Pending transactions such as debit card transactions that have been authorized but not yet paid, and holds that may be placed on deposits to your account including those due to a legal process, may reduce your available funds used to pay posted transactions.

Transactions will post to your account in the following order:

1. **Credits**
All credits such as deposits, reversals and returned items are added to your account balance
2. **Bank Initiated Fees / Adjustments**
Fees and debit corrections initiated by Peoples Bank
3. **Wires and Fees**
Wire debit transactions and fees
4. **ATM/Debit Card Transactions**
ATM withdrawals and debit card transactions are processed in the order received by Peoples Bank from our card processor
5. **Electronic Bill Pay**
Payments generated from Peoples Bank Online Bill Pay service and that are processed electronically
6. **Withdrawals/Cashed Checks**
Withdrawals made or checks cashed at a Peoples Bank location
7. **Transfer Debits**
Automatic or one-time transfers established at Peoples Bank
8. **ACH Debits**
Electronic Debits received via the ACH network including written checks that were converted to ACH by the payee
9. **On-Us Deposited Items**
Checks written to Peoples Bank customers that were deposited at a Peoples Bank location. The checks are processed from low to high serial number.
10. **Incoming Checks**
Checks written that were cashed or deposited at another financial institution. The checks will be processed from low to high serial number.

END OF BUSINESS DAY CUTOFF TIMES

Here is some important information for you to be aware of regarding cutoff times for various services. Items posted to your account before these times will affect your official bank balance. However, any items posted after these times will not be reflected until the next business day. Please refer to the chart below for business day cutoff times.

Our normal business days are Monday thru Friday. Transactions received on a Saturday, Sunday or holiday will be processed on the next business day. All times posted are Eastern Standard Time.

End of Day Cutoff Time	Description
12:00 Noon	Positive Pay Decisions for Checks (Business Online Banking Customers)
2:00 p.m.	Positive Pay Decisions for ACH Transactions (Business Online Banking Customers)
2:15 p.m.	Same Day ACH Batch Originated Transactions (Business Online Banking Customers)*
4:00 p.m.	Outbound Wire Transfers originated via telephone or at a Peoples Bank location
5:00 p.m.**	Outbound Wire Transfers originated via Business Online Banking
5:00 p.m.**	Incoming Wire Transfers (All Customers)
5:00 p.m.	ACH Batch Originated Transactions - Traditional (Business Online Banking Customers)*
7:00 p.m.	Transactions Conducted In Our Offices (All Customers)
7:00 p.m.	Peoples Mobile Deposit
7:00 p.m.	Remote Deposit Capture (Business Customers)
7:00 p.m.	ATM Transactions (All Customers)
7:00 p.m.	Debit Card Transactions (All Customers)
11:00 p.m.	Voice Banking Transactions (All Customers)
11:00 p.m.	Online and Mobile Banking Transfers (All Customers)
<i>Please note that branch hours will not be affected by the end of business day times listed above.</i>	

If you have any questions please stop by your local Peoples Bank branch or contact us at 1.800.374.6123 (Option 6 for Business Customers).

*IMPORTANT INFORMATION FOR BUSINESS AUTOMATED CLEARING HOUSE (ACH) CUSTOMERS

ACH originated batch files are subject to a fraud analysis process and could be placed "On Hold" until the organization has confirmed the file to be legitimate. Batch files that are placed "On Hold" will need to be verbally verified with the company by the cutoff time specified above to be processed on the current business day. If your organizations' confirming personnel cannot be reached to verify the batch file, the ACH batch file(s) will be cancelled and will need to be resubmitted the following day for processing. Your organizations' confirming personnel may contact the Customer Care - Business at 800.374.6123, Option 6 to confirm ACH batch files originated during our normal business hours Monday-Friday 8:00 a.m. to 6:00 p.m. If you should require a reversal batch initiated on your behalf, all requests should be submitted as soon as possible to ensure we are able to complete your request. There is a \$100 fee for each batch reversed.

**Effective August 2, 2021

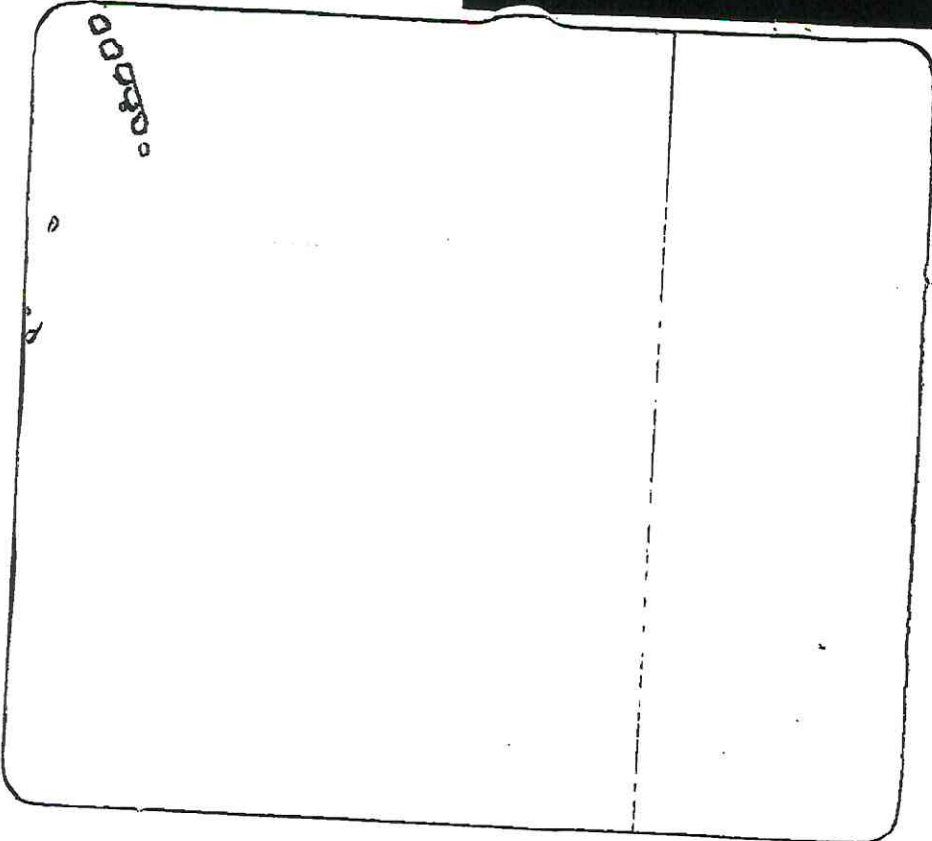
CERTIFIED MAIL



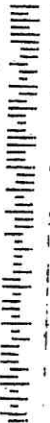
US POSTAGE PAID BY FITNEY BOWES



ZIP 25305 \$ 008.64⁰
02 4W
0000377395 SEP. 01. 2022



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CT Corporation
Service of Process Notification
09/06/2022
CT Log Number 542246684

Service of Process Transmittal Summary

TO: Legal Team
Peoples Bank
PEOPLES BANK, 138 PUTNAM STREET
MARIETTA, OH 45750

RE: Process Served in West Virginia

FOR: Peoples Bank (Domestic State: OH)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: PATRICK MAYS, on behalf of himself and all others similarly situated vs. PEOPLES BANK

CASE #: CC342022C51

PROCESS SERVED ON: C T Corporation System, Charleston, WV

DATE/METHOD OF SERVICE: By Traceable Mail on 09/06/2022

JURISDICTION SERVED: West Virginia

ACTION ITEMS: CT will retain the current log
Image SOP
Email Notification, Legal Team legal@pebo.com
Email Notification, Ryan Kirkham ryan.kirkham@pebo.com

REGISTERED AGENT CONTACT: C T Corporation System
5098 Washington St. W. Ste. 407
Charleston, WV 25313
866-539-8692
CorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

EXHIBIT C

IN THE CIRCUIT COURT OF NICHOLAS COUNTY, WEST VIRGINIA

**PATRICK MAYS, on behalf of himself
and all others similarly situated,**

Plaintiff,

v.

**Civil Action No.: 22-C-51
(Judge Callaghan)**

PEOPLES BANK,

Defendant.

NOTICE OF FILING NOTICE OF REMOVAL TO FEDERAL COURT

PLEASE TAKE NOTICE that a Notice of Removal of the above-captioned action from the Circuit Court of Nicholas County, West Virginia, to the United States District Court for the Southern District of West Virginia, a copy of which is attached hereto as Exhibit A, was duly filed in the Office of the Clerk of the United States District Court for the Southern District of West Virginia on September 29, 2022.

PEOPLES BANK,

By Counsel

/s/ Arie M. Spitz

Arie M. Spitz (WV State Bar #10867)

Jordan "Jo" McMinn (WV State Bar #14084)

DINSMORE & SHOHL LLP

P.O. Box 11887

Charleston, WV 25339-1887

Telephone: (304) 357-0900

Facsimile: (304) 357-0919

Email: arie.spitz@dinsmore.com

Email: Jordan.mcminn@dinsmore.com

Counsel for Defendant Peoples Bank

IN THE CIRCUIT COURT OF NICHOLAS COUNTY, WEST VIRGINIA

**PATRICK MAYS, on behalf of himself
and all others similarly situated,**

Plaintiff,

v.

Civil Action No.: 22-C-51

PEOPLES BANK,

Defendant.

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that the foregoing **NOTICE OF FILING
NOTICE OF REMOVAL TO FEDERAL COURT** was served upon the following
counsel of record via the West Virginia E-filing System on the 29th day September 2022:

Rodney A. Smith (WVSB # 9750)
ROD SMITH LAW PLLC
108 1/2 Capitol Street, Suite 300
Charleston, WV 25301

Jeffrey D. Kalief
KALIELGOLD PLLC
1 100 15th Street NW, 4th Floor
Washington, D.C. 20005

Andrew Shamis
SHAMIS & GENTILE, P.A.
14 NE 1st Ave Suite 705
Miami, FL 33132

/s/ Arie M. Spitz
Arie M. Spitz (WV State Bar #10867)
Dinsmore & Shohl LLP
707 Virginia Street, East, Suite 1300
Charleston, WV 25301
Counsel for Defendant Peoples Bank

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
PATRICK MAYS, on behalf of himself and all others
similarly situated
(b) County of Residence of First Listed Plaintiff Nicholas County
(c) Attorneys (Firm Name, Address, and Telephone Number)
Rodney A. Smith (WVSB # 9750)
ROD SMITH LAW PLLC
108 1/2 Capitol Street, Suite 300

DEFENDANTS
Peoples Bank
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Arie M. Spitz, Dinsmore & Shohl LLP
707 Virginia Street, East, Suite 1300
Charleston, WV 25301

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question
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
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

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

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, etc.

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
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332(d)
Brief description of cause:
Class action for breach of contract between a West Virginia Resident and an Ohio corporation with over \$5,000,000 in controversy

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE
DOCKET NUMBER

DATE: 9/29/2022
SIGNATURE OF ATTORNEY OF RECORD: Arie Spitz, Esq.

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Peoples Bank Hit with Class Action Over Alleged Overdraft Fee Practices](#)
