

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

NATALIE QUALLS, On Behalf of Herself and  
All Others Similarly Situated  
c/o SPANGENBERG SHIBLEY & LIBER LLP  
1001 Lakeside Avenue East, Suite 1700  
Cleveland, OH 44114

Plaintiff

vs.

WRIGHT-PATT CREDIT UNION, INC.  
c/o Scott R. Everett, Statutory Agent  
3560 Pentagon Boulevard  
Beavercreek, OH 45431

Defendant

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**CASE NO.** \_\_\_\_\_

Plaintiff, Natalie Qualls, on behalf of herself and all others similarly situated, sues Defendant, Wright-Patt Credit Union, and alleges:

**INTRODUCTION**

1. Plaintiff brings this action on behalf of herself and a class of all similarly situated consumers against Defendant Wright-Patt Credit Union, Inc. (“WPCU” or the “Credit Union”), arising from (a) the assessment of multiple Non-Sufficient Funds Fees (“NSF Fees”) on the same transaction, which is barred by the account contract and violates the implied covenant of good faith and fair dealing; and (b) the assessment of two separate Out of Network ATM Fees (“OON Fees”) on a single ATM use, which is also barred by the contract and violates the implied covenant of good faith and fair dealing.

2. First, in violation of its contract and reasonable consumer understanding, WPCU often charges more than one \$25 NSF Fee on the *same transaction*, even though the contract states—and reasonable consumers understand—that the same transaction can only incur a *single*

NSF Fee. These double and triple penalties crush accountholders already struggling to make ends meet.

3. Second, when WPCU accountholders use a non-WPCU ATM, ATM fees add up very quickly—to accountholders’ surprise. Not only does the non-WPCU ATM operator charge the consumer a fee for use of its ATM, a charge which now averages \$3, but WPCU charges an OON Fee for a cash withdrawal as well—a punishing double-fee on accountholders that can rise to a total of several dollars for simply accessing their own money. WPCU never adequately informs consumers they will be charged two separate fees for each non-WPCU ATM withdrawal, and never tells consumers the total amount of that double-fee.

4. WPCU does not stop there, however. On some out-of-network ATM withdrawals, WPCU accountholders pay a *third* fee for withdrawing funds at an out-of-network ATM—one fee to the ATM operator and *two* OON Fees to WPCU. Specifically, when WPCU accountholders perform a “balance inquiry” prior to withdrawing funds at an out-of-network ATM, WPCU charges its accountholder two OON Fees—*one for the balance inquiry and one for the withdrawal*.

5. For a simple out-of-network ATM withdrawal, for example, Plaintiff paid three separate fees, including two separate fees to WPCU.

6. These practices work to catch accountholders—many of whom are struggling to get by—in an increasingly devastating cycle of fees.

7. Plaintiff, along with other WPCU accountholders, has been injured by WPCU’s improper practices. On behalf of herself and the Class, Plaintiff seeks damages, restitution, and injunctive relief for WPCU’s breach of contract and violation of Ohio law.

**PARTIES**

8. Plaintiff is a citizen and resident of Columbus, Ohio, who maintains a WPCU checking account.

9. Defendant WPCU is a credit union with its headquarters and principal place of business located in Fairborn, Ohio. Among other things, WPCU is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative classes, which includes the issuance of debit cards for use by its customers in conjunction with their checking accounts.

**JURISDICTION AND VENUE**

10. This Court has original jurisdiction pursuant to the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed classes is a citizen of a different state than WPCU.

11. WPCU regularly and systematically conducts business and provides retail banking services in this district, and provides retail banking services to its customers, including Plaintiff and members of the putative class. WPCU also maintains its registered agent and corporate headquarters in this district. As such, it is subject to the jurisdiction of this Court.

12. Venue is likewise proper in this district pursuant to 28 U.S.C. § 1391 because WPCU is subject to personal jurisdiction in this Court and regularly conducts business within this district through its corporate headquarters and multiple branches located within this district. In addition, a substantial part of the events giving rise to the claims asserted herein occurred and continue to occur in this district.

**FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

**I. WPCU ASSESSES MULTIPLE NSF FEES ON THE SAME TRANSACTION**

13. As a matter of policy and practice, WPCU has programmed its systems to charge multiple NSF Fees on the same electronic transactions, when those transactions are rejected for insufficient funds then re-processed for payment again.

14. This abusive practice is not universal in the banking industry. Indeed, major banks like Chase—the largest consumer bank in the country—do not undertake the practice of charging more than one NSF Fee on the same transaction when it is processed for payment multiple times. Instead, they charge one NSF Fee even if a transaction is processed for payment multiple times.

15. Worse, WPCU’s deposit agreement never discloses this practice; to the contrary, it indicates it will not undertake this practice.

**A. The Purpose and Nature of OD and NSF Fees**

16. When a bank rejects an attempted transaction on a checking account due to insufficient funds, it sends an electronic notification back to the merchant stating that the transaction was not approved. WPCU charges a \$25 NSF Fee when it performs this action. Because rejection is essentially cost-free, the \$25 NSF Fee is pure profit.

17. The rejection of an attempted transaction provides zero benefit to the accountholder, as the CFPB has noted:

An important consumer outcome of any overdraft program is the percentage of negative transactions that are paid (i.e., result in overdrafts) or returned unpaid (i.e., were NSFs). **Paying overdraft transactions may confer some benefit (in exchange for the associated fees and other costs) to consumers by helping them make timely payments and avoid late penalty fees and/or interest charges from a merchant or biller. In contrast, returning an item generally confers little benefit to the**

**consumer (other than perhaps deterring future overdrafting and any subsequent consequences) and can result in an NSF fee as well as additional related fees, such as a returned check fee charged by the institution to whom the check was presented or a late fee charged by the entity to whom payment was due.** At the median, study banks paid into overdraft 83% of transactions that exceeded the available balance in 2011 and returned 17%.

*CFPB Study of Overdraft Programs*, CFPB (June 2013), at 26 (emphasis added), available at [https://files.consumerfinance.gov/f/201306\\_cfpb\\_whitepaper\\_overdraft-practices.pdf](https://files.consumerfinance.gov/f/201306_cfpb_whitepaper_overdraft-practices.pdf).

18. Multiple rejections and fee assessments on the same transaction not only provide no benefit to already-strapped accountholders, they devastate them.

**B. Plaintiff's Experience**

19. As one example, on April 20, 2017, Plaintiff attempted to make a payment to Tree of Life, via an ACH transaction.

20. WPCU rejected payment of that transaction due to insufficient funds and charged Plaintiff a \$25 NSF Fee for doing so.

21. Two weeks later, on May 5, 2017, the same transaction was reprocessed for payment, and again WPCU rejected the transaction due to insufficient funds and charged Plaintiff another \$25 NSF Fee for doing so.

22. In sum, WPCU charged Plaintiff \$50 in fees for her attempt to make a payment.

23. Plaintiff took no affirmative action to resubmit the transaction.

24. Plaintiff understood her payment to be single transaction as is laid out in WPCU's contract, capable at most of receiving a single NSF Fee (if returned) or OD Fee (if paid).

25. WPCU itself also understood the attempted payment to be single transaction, and its systems identified it as such. Indeed, on Plaintiff's account statement, WPCU described subsequent attempt to debit the transaction as a "RETRY PYMT."

26. As another example, on March 21, 2017, Plaintiff attempted an ACH payment to an insurance company.

27. WPCU rejected payment of that transaction due to insufficient funds, and charged Plaintiff a \$25 NSF Fee for doing so.

28. Three days later, on March 24, 2017, the same transaction was processed for payment again, and again WPCU rejected the transaction due to insufficient funds, and again charged Plaintiff a \$25 NSF Fee.

29. Plaintiff took no affirmative action to resubmit the transaction.

30. Plaintiff understood her insurance payment to be single transaction as is laid out in WPCU's contract, capable at most of receiving a single NSF Fee (if returned) or OD Fee (if paid).

31. In sum, WPCU charged Plaintiff \$50 in NSF Fees on a single insurance payment transaction.

**C. WPCU Violates Express Promises and Representations Made by the Credit Union When It Charges More than One NSF Fee on the Same "Item"**

32. WPCU's account documents state that it will charge \$25 per "item" that is returned due to insufficient funds, and the Credit Union is in breach when it charges multiple NSF Fees on a single item.

33. As used throughout WPCU's "Deposit Agreement", attached hereto as Exhibit A, the term "item" must describe all iterations of a single given instruction for transfer or payment from a checking or savings account. For instance, a single check is a single item.

34. WPCU's Deposit Agreement states: "Item. An item refers to a check, substitute check, electronic item, draft, demand draft, or other order or instruction for the payment, transfer or withdrawal of funds."

35. The same instruction for payment on an account cannot conceivably become a new “item” each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff took no action to resubmit it.

36. The Deposit Agreement also states that an item can at most be subject to a single fee: “Whether the item is paid or returned, your account may be subject to **a fee** as set forth in the current Account Disclosure fee schedule” (emphasis added).

37. Even if an instruction for payment is reprocessed, it is still the same “item.” It is simply another attempt at Plaintiff’s original order or instruction.

38. This is important because WPCU’s General Fee Schedule (attached hereto as Exhibit B) states that an “NSF” is assessed at \$25 “per **item**”:

Non-Sufficient Funds (NSF), **per item**, created by check, ACH (Electronic Item),

or other. \$25.00

(emphasis added).

39. This General Fee Schedule is part of the contractual terms governing a WPCU account. WPCU advertises its Fee Schedule and Account Agreement on its website, and in doing so, it falsely portrays the fees it charges its accountholders.

40. There is zero indication in the account documents that the same “item” is eligible to incur *multiple* NSF Fees. Instead, the General Fee Schedule plainly states that only a single \$25 NSF Fee will be assessed per item.

41. Moreover, as above, WPCU uses singular terms to discuss the assessment of fees on transactions.

42. In sum, WPCU promises that one \$25 NSF Fee will be assessed per item, and “item” must mean all iterations of the same instruction or order for payment. As such, WPCU breached the contract when it charged more than one NSF Fee per item.

43. Consistent with express representations in the account documents, reasonable consumers understand any given authorization for payment to be one, singular “item” as that term is used in WPCU’s contract documents. No reasonable consumer would understand a single check, for example, to be multiple “items.”

44. Upon information and belief, WPCU has this same understanding in practice, since its systems process transactions in a way that alerts the Credit Union when the same item or transaction is being reprocessed.

45. The contract documents bar WPCU from assessing multiple NSF Fees on the same item.

46. Lastly, the contract documents never state that one transaction or item can incur multiple NSF Fees, and never discloses that one transaction can count as multiple “items” for purposes of fee assessment.

47. Banks and credit unions like WPCU that employ this abusive practice know how to plainly and clearly disclose it. Indeed, other financial institutions that do engage in this abusive practice disclose it expressly to their accountholders—WPCU did not.

48. For example, First Citizens Bank, a major institution in the Carolinas, engages in the same abusive practice as WPCU, but at least expressly states:

Because we may charge a service fee for an NSF item each time it is presented, **we may charge you more than one service fee for any given item.** All fees are charged during evening posting. When we charge a fee for NSF items, the charge



reduces the available balance in your account and may put your account into (or further into) overdraft.

(emphasis added).

49. First Hawaiian Bank engages in the same abusive practice as WPCU, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

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

(emphasis added).

50. Klein Bank similarly states in its Online Banking Agreement:

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

51. WPCU provides no such disclosure, and in so doing, deceives its accountholders.

**D. WPCU Abuses Discretion**

52. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations. That means the Credit Union is prohibited from exercising its discretion to enrich itself and gouge its customers. Instead of exercising any discretion it may have in good faith and consistent with Plaintiff's reasonable expectations, the Credit Union

abuses that discretion to take money out of Plaintiff's account without her permission and contrary to her reasonable expectations that she will not be charged multiple NSF Fees for the same transaction.

53. To the extent the account documents do not explicitly bar the practices described above, WPCU exploits its contractual discretion to the detriment of accountholders and breaches its duty of good faith and fair dealing when it employs these practices. The allegations that WPCU has contractual discretion are made in the alternative to the allegations that the NSF Fee practices are expressly in breach of the Deposit Agreement and other account documents.

54. As set forth in the Deposit Agreement, "Whether the item is paid or returned, your account **may** be subject to a fee as set forth in the current Account Disclosure fee schedule." (emphasis added). Given that when an "item" is processed for payment a second or third time, WPCU has *already* assessed a \$25 NSF Fee on that item, WPCU could simply not charge another \$25 NSF Fee on the same item when a customer's account had insufficient funds. This would result in a single NSF Fee, rather than two or more NSF Fees. By exercising its discretion in its own favor—and to the prejudice of Plaintiff and other accountholders—WPCU abuses the power it has over Plaintiff and her bank account and acts contrary to her reasonable expectations under the Deposit Agreement. This is a breach of the Credit Union's implied covenant to engage in fair dealing and act in good faith.

55. It was bad faith and totally outside Plaintiff's reasonable expectations for WPCU to abuse its discretion to assess \$50 in NSF Fees for a single transaction.

56. WPCU uses its discretion to interpret "item" in an unreasonable way that violates common sense and reasonable consumer expectations. WPCU abuses its contractual discretion to define that term by choosing a meaning that directly causes more NSF Fees.

57. Additionally, WPCU grants itself discretion to charge—or not to charge—an NSF Fee on a given transaction. When it charges more than one NSF Fee on a given transaction, WPCU behaves in bad faith and contradicts reasonable consumer expectations.

**II. WPCU IMPROPERLY CHARGES TWO SEPARATE OON FEES ON SINGLE CASH WITHDRAWALS AT OUT OF NETWORK ATMS**

**A. Out-of-Network ATM Withdrawals**

58. When consumers use ATMs not owned by their own financial institution, federal law requires the owners of those out-of-network ATMs to inform users of the amount of the usage fees charged by the ATM owner.

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

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

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

62. WPCU knows this—that consumers expect a fair fee disclosure at the ATM—and has designed a scheme to assess OON Fees on balance inquiries and exploit consumers' reasonable expectation that they will be provided an opportunity to cancel actions before being

assessed a fee. That scheme involves assessing fees for the mere act of checking a balance before proceeding with a cash withdrawal.

63. In the United States, most ATM display screens immediately ask consumers if they would like to “check their account balance” before proceeding with their transaction.

64. The ATM screen does not disclose that a balance inquiry alone will incur a usage fee, and indeed ATM owners in the United States in general do not charge usage fees for balance inquiries.

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

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

67. WPCU knows this—that consumers expect a balance inquiry to be an included part of a cash withdrawal—and has designed a scheme to assess OON Fees on those balance inquiries. The Credit Union preys on the common sense that a balance inquiry preceded by a cash withdrawal is not an independent basis for a fee.

68. Thus, in most circumstances, there is simply no warning at the ATM that a balance inquiry alone could incur a fee.

69. As a result, Plaintiff and other WPCU accountholders have zero expectation that WPCU, their home Credit Union, will charge a separate fee for a balance inquiry, especially one that precedes a cash withdrawal at the same ATM.

70. If a financial institution is going to charge such a conscience-shocking fee, it must fully and fairly disclose the fee in its account documentation. WPCU did the opposite—providing express and implied indications that balance inquires would not incur OON Fees.

**B. WPCU's Account Contract**

71. WPCU 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, and ATM withdrawals at both WPCU and non-WPCU ATMs.

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

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

74. The Checking Account Disclosure of Fees, Terms and Conditions referenced by WPCU (attached hereto as Exhibit C) never states that a balance inquiry can be an independent basis for an OON Fees. It states:

Non-WPCU ATM Use

- Premier members: Up to \$10.00 a month refunded for non-WPCU ATM transactions
- Associate members: First two (2) monthly ATM transactions free; **\$.60 per transaction** thereafter
- All remaining members: First six (6) monthly ATM transactions free; **\$.60 per transaction** thereafter
- Fees from ATM owner will apply

*See Exhibit C.*

75. WPCU advertises its Account Agreement and Checking Account Disclosure of Fees, Term, and Conditions on its website, and in doing so, it falsely portrays the fees it charges its accountholders.

76. Moreover, accountholders using a non-WPCU ATM are never warned that they will receive two separate fees from WPCU when they check their balance before proceeding with a cash withdrawal at the same ATM. Yet that is exactly what happens.

77. As discussed *supra*, ATMs immediately prompt consumers to check their balance, and never warn that such a balance inquiry will be the basis for a fee, either from the ATM owner or from the consumer's own financial institution. WPCU's disclosures do nothing to disabuse consumers of the reasonable understanding that a balance inquiry will not incur a separate fee when it precedes a cash withdrawal at the same ATM, and never state outright that such a fee will be assessed. Again, the Fee Schedule says nothing more than "\$0.60 per transaction."

78. Moreover, reasonable consumers like Plaintiff do not understand—and are never warned—that a mere balance inquiry (in which no funds are transferred in any way) could be a separate "transaction" that is the basis for an independent OON Fee.

79. Merriam-Webster defines "transaction" to mean "something transacted; especially: an exchange or transfer of goods, services, or funds." There is no exchange or transfer involved in a balance inquiry; a balance inquiry is merely a precursor to the actual "transaction"—the cash withdrawal. Since WPCU has promised only "transactions" will incur an OON Fee, it violates its contract when it charges OON Fees on balance inquiries.

**C. Plaintiff's Out-of-Network ATM Withdrawals**

80. As one example, on December 24, 2015, Plaintiff withdrew \$80 in cash from an out-of-network ATM in Columbus, Ohio. Prior to withdrawing the cash, Plaintiff was prompted to check her balance, and she did so. She received no warning that doing so would incur a fee from the ATM owner or from her own financial institution. The ATM owner charged Plaintiff \$2 for the cash withdrawal, but did not charge a fee for the balance inquiry. Later, WPCU charged Plaintiff two OON Fees—one for the balance inquiry and one for the cash withdrawal—of \$0.60 each. Plaintiff would not have proceeded with the balance inquiry or the cash withdrawal if she had been notified by the ATM owner or by WPCU that she would be charged three separate fees, totaling \$3.20, for her cash withdrawal.

81. Plaintiff was shocked to discover that she was charged these two OON Fees by WPCU, in addition to the ATM owner's fee for the cash withdrawal, especially because she was not warned that the balance inquiry would incur any fee at all.

**CLASS ALLEGATIONS**

82. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

83. The proposed classes are defined as:

All WPCU checking account holders in the United States who, during the applicable statute of limitations, were charged multiple NSF Fees on the same item (the "National NSF Class").

All WPCU checking account holders in Ohio who, during the applicable statute of limitations, were charged multiple NSF Fees on the same item (the "Ohio NSF Subclass").

All WPCU checking account holders in the United States who, during the applicable statute of limitations, were charged multiple

OON Fees on the same cash withdrawal (the “National OON Class”).

All WPCU checking account holders in Ohio who, during the applicable statute of limitations, were charged multiple OON Fees on the same cash withdrawal (the “Ohio OON Subclass”).

The classes are collectively referred to as the “Classes.” The National NSF Class and the Ohio NSF Subclass will be referred to collectively as the NSF Classes. The National OON Class and the Ohio OON Subclass will be referred to collectively as the OON Classes.

84. Plaintiff reserves the right to modify or amend the definition of the proposed Classes before the Court determines whether certification is appropriate.

85. Excluded from the Classes are WPCU, its parents, subsidiaries, affiliates, officers, and directors, any entity in which WPCU has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members, and any member of such judge’s staff and immediate family.

86. The members of the Classes are so numerous that joinder is impractical. The Classes consist of thousands of members, the identity of whom is within the knowledge of and can be ascertained only by resort to WPCU’s records.

87. The claims of the representative Plaintiff are typical of the claims of the NSF Class in that the representative Plaintiff, like all NSF Class members, was charged improper NSF Fees. The representative Plaintiff, like all NSF Class members, has been damaged by WPCU’s misconduct in that she has paid improper NSF Fees.

88. The claims of the representative Plaintiff are typical of the claims of the OON Class in that the representative Plaintiff, like all OON Class members, was charged improper



OON Fees. The representative Plaintiff, like all OON Class members, has been damaged by WPCU's misconduct in that she has paid improper OON Fees.

89. Furthermore, the factual basis of WPCU's misconduct is common to all Class members, and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Classes.

90. There are numerous questions of law and fact common to the Classes and those common questions predominate over any questions affecting only individual Class members.

91. Among the questions of law and fact common to the NSF Classes are whether:

- a. WPCU charged multiple NSF Fees on a single transaction;
- b. WPCU breached its contract with consumers by charging multiple NSF Fees on a single transaction;
- c. WPCU breached the covenant of good faith and fair dealing by charging multiple NSF Fees on a single transaction;
- d. WPCU committed fraud by charging multiple NSF Fees on a single transaction; and
- e. Plaintiff and the NSF Classes were damaged by WPCU's conduct and if so, the proper measure of damages.

92. Among the questions of law and fact common to the OON Classes are whether:

- a. WPCU charged multiple OON Fees on a single cash withdrawal;
- b. WPCU breached its contract with consumers by charging multiple OON Fees on a single cash withdrawal;
- c. WPCU breached the covenant of good faith and fair dealing by charging multiple OON Fees on a single cash withdrawal;

- d. WPCU committed fraud by charging multiple OON Fees on a single cash withdrawal; and
- e. Plaintiff and the OON Classes were damaged by WPCU's conduct and if so, the proper measure of damages.

93. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers and against financial institutions. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

94. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of WPCU, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and WPCU's misconduct will proceed without remedy.

95. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

**FIRST CLAIM FOR RELIEF**  
**Breach of Contract Regarding NSF Fees Including Breach of the Covenant**  
**of Good Faith and Fair Dealing**  
**(On Behalf of the Plaintiff and the NSF Classes)**

96. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

97. Plaintiff (and fellow members of the NSF Classes) and WPCU have contracted for bank account deposit and checking services, as embodied in WPCU's Deposit Agreement and related documentation.

98. For the reasons discussed herein, the contract documents bar WPCU from assessing multiple NSF Fees on the same transaction.

99. WPCU charged Plaintiff and members of the NSF Classes multiple NSF Fees on the same transaction.

100. Therefore, WPCU breached the terms of its contract, the Deposit Agreement and related documentation, with accountholders by charging multiple NSF Fees on the same transaction.

101. Additionally, under the laws of each state where WPCU does business, good faith is an element of every contract. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. 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.

102. 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.

103. WPCU has breached the covenant of good faith and fair dealing in the Deposit Agreement through its NSF Fee policies and practices as alleged herein.

104. Instead of exercising that discretion in good faith and consistent with Plaintiff's reasonable expectations, the Credit Union abuses that discretion to take money out of Plaintiff's account without her permission and contrary to her reasonable expectations that she will not be charged multiple NSF Fees for the same transaction. Specifically, WPCU regularly charges NSF Fees upon reprocessing of previously declined transactions, even when it knows a customer's account lacks sufficient funds.

105. By exercising its discretion to enrich itself by gouging its accountholders, WPCU consciously and deliberately frustrates the agreed common purposes of the contract and disappoints the reasonable expectations of Plaintiff and members of the NSF Classes, thereby depriving them of the benefit of their bargain.

106. WPCU grants itself discretion to charge—or not to charge—an NSF Fee on a given transaction. When it charges more than one NSF on a given transaction, WPCU breaches the covenant of good faith and fair dealing.

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

108. Plaintiff and members of the NSF Classes have suffered and continue to suffer damages as a result of WPCU's breach of contract and breach of the covenant of good faith and fair dealing.

**SECOND CLAIM FOR RELIEF**  
**Breach of Contract Regarding OON Fees Including Breach of the Covenant**  
**of Good Faith and Fair Dealing**  
**(On Behalf of Plaintiff and the OON Classes)**

109. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

110. Plaintiff (and fellow members of the OON Classes) and WPCU have contracted for bank account deposit and checking services, as embodied in WPCU's Deposit Agreement and related documentation.

111. For the reasons discussed herein, the contract documents bar WPCU from assessing multiple OON Fees on the same cash withdrawal.

112. WPCU charged Plaintiff and members of the OON Classes multiple OON Fees on the same cash withdrawal, where the account balance was checked as part of the ATM transaction.

113. Therefore, WPCU breached the terms of its contract, the Deposit Agreement and related documentation, with consumers by charging multiple OON Fees on the same cash withdrawal.

114. Additionally, under the laws of each state where WPCU does business, good faith is an element of every contract. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. 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.

115. 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.

116. WPCU has breached the covenant of good faith and fair dealing in the Deposit Agreement through its OON Fee policies and practices as alleged herein.

117. Instead of exercising that discretion in good faith and consistent with Plaintiff's reasonable expectations, the Credit Union abuses that discretion to take money out of Plaintiff's account without her permission and contrary to her reasonable expectations that she will not be charged multiple OON Fees for the same cash withdrawal. Specifically, WPCU regularly charges multiple OON Fees where a customer checks her balance as part of a single ATM transaction.

118. By exercising its discretion to enrich itself by gouging its accountholders, WPCU consciously and deliberately frustrates the agreed common purposes of the contract and disappoints the reasonable expectations of Plaintiff and members of the OON Classes, thereby depriving them of the benefit of their bargain.

119. In addition, WPCU grants itself discretion to charge—or not to charge—an OON Fee on a given cash withdrawal. When it charges more than one OON Fee on a given cash withdrawal, WPCU breaches the covenant of good faith and fair dealing.

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

121. Plaintiff and members of the OON Classes have suffered and continue to suffer damages as a result of WPCU's breach of contract and breach of the covenant of good faith and fair dealing.

**THIRD CLAIM FOR RELIEF**  
**Fraud Regarding Multiple NSF Fees**  
**(On Behalf of the Plaintiff and the NSF Classes)**

122. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

123. WPCU misrepresented to Plaintiff and to the members of the NSF Classes that only a single NSF fee would be charged on a given transaction. These uniform misrepresentations were made in the Deposit Agreement and Fee Schedule. These uniform misrepresentations were false.

124. WPCU knew that these uniform misrepresentations were false.

125. Based on these uniform representations made by WPCU falsely and with intent to deceive, and in reasonable reliance on them, Plaintiff and members of the NSF Classes paid charges for multiple NSF Fees on a single transaction. Further, Plaintiff and the members of the NSF Classes reasonably relied on these representations presented by WPCU, and reasonable relied on, as true, the amount listed as being due.

126. Plaintiff and members of the NSF Classes reasonably relied on these representations and paid the multiple NSF Fees to WPCU, illegally and improperly benefitting WPCU in receiving more money than it was owed through the multiplied NSF Fees.

127. These representations were material to the multiple NSF Fee charges, as otherwise, WPCU would not have been able to charge Plaintiff and members of the NSF Classes multiple NSF Fee charges as they did.

128. WPCU's acts and practices proximately caused injury to Plaintiff and the NSF Classes, and they are entitled to, *inter alia*, damages in the amount of the payments exceeding what they would have paid but for the fraudulent fee charges.

129. WPCU engaged in this conduct in the same way to all members of the NSF Classes, who reasonably relied thereon in similar fashion.

**FOURTH CLAIM FOR RELIEF**  
**Fraud Regarding Multiple OON Fees**  
**(On Behalf of the OON Classes)**

130. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

131. WPCU misrepresented to Plaintiff and to the members of the OON Classes that only a single OON Fee would be charged for a single ATM cash withdrawal. These uniform misrepresentations were made in the Deposit Agreement and Fee Schedule. These uniform misrepresentations were false.

132. Defendant knew that these uniform misrepresentations were false.

133. Based on these uniform representations made by WPCU falsely and with intent to deceive, and in reasonable reliance on them, Plaintiff and members of the OON Classes paid charges for OON ATM transactions which were false. Further, Plaintiff and members of the OON Classes reasonably relied on these uniform misrepresentations presented by WPCU, and reasonably relied on, as true, the amount listed as being due.



134. Plaintiff and members of the OON Classes reasonably relied on these uniform misrepresentations and paid the multiple OON Fees to WPCU, illegally and improperly benefitting WPCU in receiving more money than it was owed through the multiplied OON Fees.

135. These representations were material to the multiple OON Fee charges, as otherwise, WPCU would not have been able to charge Plaintiff and members of the OON Classes multiple OON Fee charges as they did.

136. WPCU's acts and practices proximately caused injury to Plaintiff and the OON Classes, and they are entitled to, *inter alia*, damages in the amount of the payments exceeding what they would have paid but for the fraudulent fee charges.

137. WPCU engaged in this conduct in the same way to all members of the OON Classes, who reasonably relied thereon in similar fashion.

#### **DEMAND FOR JURY TRIAL**

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Complaint that are so triable as a matter of right.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff and the Classes demand a jury trial on all claims so triable and judgment as follows:

1. Declaring WPCU's NSF Fee policies and practices to be wrongful, unfair, and unconscionable;
2. Declaring WPCU's OON Fee policies and practices to be wrongful, unfair, and unconscionable;
3. Restitution of all relevant fees paid to WPCU by Plaintiff and the Classes, as a result of the wrongs alleged herein in an amount to be determined at trial;

4. Disgorgement of the ill-gotten gains derived by WPCU from its misconduct;
5. Actual damages in an amount according to proof;
6. Punitive and exemplary damages;
7. Pre-judgment interest at the maximum rate permitted by applicable law;
8. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and
9. Such other relief as this Court deems just and proper.

Dated: May 14, 2019

Respectfully submitted,

s/ Stuart E. Scott

STUART E. SCOTT (0064834)

KEVIN C. HULICK (0093921)

**SPANGENBERG SHIBLEY & LIBER LLP**

1001 Lakeside Avenue East, Suite 1700

Cleveland, OH 44114

(216) 696-3232

(216) 696-3924 (FAX)

[sscott@spanglaw.com](mailto:sscott@spanglaw.com)

[khulick@spanglaw.com](mailto:khulick@spanglaw.com)

JEFFREY D. KALIEL (DC 983578)

SOPHIA G. GOLD (DC 1044723)

**KALIEL PLLC**

1875 Connecticut Avenue, NW, 10<sup>th</sup> Floor

Washington, DC 20009

(202) 350-4783

(202) 615-3948 (FAX)

[jkaliel@kalielllc.com](mailto:jkaliel@kalielllc.com)

[sgold@kalielllc.com](mailto:sgold@kalielllc.com)

(Pro Hac Vice Motions to be submitted)

HASSAN A. ZAVAREEI (DC 456161)  
ANDREA R. GOLD (DC 502607)  
KATHERINE M. AIZPURU (DC 1022412)

**TYCKO & ZAVAREEI LLP**

1821 L Street NW, Suite 1000

Washington, DC 20036

(202) 973-0900

(202) 973-0950 (FAX)

[hzavareei@tzlegal.com](mailto:hzavareei@tzlegal.com)

[agold@tzlegal.com](mailto:agold@tzlegal.com)

[kaizpuru@tzlegal.com](mailto:kaizpuru@tzlegal.com)

(*Pro Hac Vice* Motions to be submitted)

JEFFREY M. OSTROW (FL 0121452)  
JONATHAN M. STREISFELD (FL 0117447)

**KOPELOWITZ OSTROW FERGUSON  
WEISELBERG GILBERT**

1 West Las Olas Boulevard, Suite 500

Fort Lauderdale, FL 33301-1928

(954) 525-4100

(954) 525-4300 (FAX)

[ostrow@kolawyers.com](mailto:ostrow@kolawyers.com)

[streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)

(*Pro Hac Vice* Motions to be submitted)

*Counsel for Plaintiff and the Proposed Class*



Effective  
02/19

# Important Account Information

- Membership and Account Agreement
- Electronic Fund Transfer Disclosure
- Funds Availability Disclosure
- Privacy Policy

# Welcome to Wright-Patt Credit Union

As a not-for-profit, member-owned financial cooperative, Wright-Patt Credit Union is committed to helping you and your family through life. We do not simply offer checking accounts, mortgages, car loans and IRAs. We do something much more fundamental: we help you and your family improve and maintain your financial health, allowing you to live the life you want to live.

## **Membership and Account Agreement**

Please read and retain this Membership and Account Agreement for your records. This Agreement contains important information you'll need to know about your Credit Union account(s) and includes the following additional disclosures:

- ❖ Electronic Fund Transfers Disclosure
- ❖ Funds Availability Disclosure
- ❖ Privacy Notice

Please retain this Agreement and ensure that all authorized signers on your account are also familiar with its contents.

## **Acceptance of Terms**

By opening or maintaining your Credit Union account on or after the effective date of this Agreement, you agree that the terms and conditions contained in this Agreement will govern your account and any services related to your account.

**Table of Contents**

**1 Membership Agreement ..... 3**

    1.1 Our Agreement ..... 3

    1.2 Membership Eligibility ..... 3

**2 Welcome to Your Credit Union ..... 3**

    2.1 Terms You Should Know ..... 3

    2.2 How to Access Your Account ..... 4

    2.3 How to Contact Your Credit Union ..... 4

**3 Reporting Errors and Dispute Resolution ..... 5**

**4 How We Handle Your Personal Information ..... 5**

    4.1 Privacy Notice ..... 5

**5 Funds Availability Disclosure ..... 7**

    5.1 Your Ability to Withdrawal Funds at Wright-Patt Credit Union, Inc ..... 7

    5.2 Determining When a Deposit is Received ..... 8

    5.3 Longer Delays May Apply ..... 8

**6 Electronic Fund Transfers Disclosure ..... 8**

    6.1 Your Rights and Responsibilities ..... 8

    6.2 Remittance Transfers – Your Rights and Responsibilities ..... 10

    6.3 Transactions that are Not Completed ..... 11

    6.4 Liability for Unauthorized Transactions ..... 11

    6.5 Our Rules and Regulations and Other Agreements ..... 11

    6.6 Disclosure of Information about Your Designated Accounts ..... 11

    6.7 In Case of Errors or Questions Regarding Your Electronic Transfer ..... 11

    6.8 Our Business Days ..... 12

    6.9 Online Banking ..... 12

**7 Overdrafts and How to Avoid Them ..... 12**

    7.1 Overdrafts ..... 12

    7.2 Overdraft Protection Plan ..... 12

**8 Account Terms and Conditions ..... 13**

    8.1 Ownership of Accounts ..... 13

    8.2 Deposit of Funds Requirements ..... 14

    8.3 Accounts Access ..... 15

    8.4 Account Rates and Fees ..... 15

    8.5 Transaction Limitations ..... 15

    8.6 Post Dated and Stale Dated Checks ..... 16

    8.7 Certificate Accounts ..... 16

    8.8 Stop Payment Orders ..... 16

    8.9 Credit Union Liability ..... 16



8.10	Right of Setoff and Security Interest.....	16
8.11	Legal Process.....	17
8.12	Account Information.....	17
8.13	Notices .....	17
8.14	Taxpayer ID Numbers and Backup Withholding.....	17
8.15	Statements and eStatements.....	17
8.16	Inactive Accounts .....	18
8.17	Special Account Instructions.....	18
8.18	Termination of Account.....	18
8.19	Termination of Membership .....	18
8.20	Death or Incompetence .....	18
8.21	Severability.....	18
8.22	Enforcement.....	18
8.23	Governing Law .....	19
8.24	Telephone Consumer Protection Act.....	19



## 1 Membership Agreement

### 1.1 Our Agreement

This Membership Account Agreement (“Agreement”) covers your and our rights and responsibilities concerning accounts Wright-Patt Credit Union, Inc. (the “Credit Union”) offers. In this Agreement, the words “you” and “yours” mean anyone who signs a printed copy of the Master Membership and Account Agreement (“Account Card”). The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more share or other accounts you have with the Credit Union.

This is a legally binding contract. Please READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account. Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions set forth in the Account Card, and all terms and conditions set forth in:

1. This Membership and Account Agreement, and
2. current, applicable account disclosure(s), and
3. current Rate Sheet, and
4. any account receipt accompanying this agreement (collectively known as the “Account Documents”).

The documents referenced above also contain the Electronic Funds Transfer Disclosure, the Funds Availability Policy Disclosure, and Truth-in-Savings Disclosures. Additionally, you agree to comply with the Credit Union’s Articles of Incorporation and Code of Regulations and membership conditions (collectively known as the “Articles”), and any amendments to the Articles and Account Documents.

### 1.2 Membership Eligibility

To join the Credit Union, you must meet the membership requirements including purchase and maintenance of at least one (1) share (membership share) as set forth in the Credit Union’s Articles. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the account and services you request.

## 2 Welcome to Your Credit Union

As a not-for-profit, member-owned financial cooperative, Wright-Patt Credit Union is committed to helping you and your family through life. We do not simply offer checking accounts, mortgages, car loans and IRAs. We do something much more fundamental: we help you and your family improve and/or maintain your financial health, allowing you to live the life you want to live.

This Agreement governs your Credit Union account(s) and related services, and replaces all prior account agreements with the Credit Union.

### 2.1 Terms You Should Know

- a) **Annual Percentage Yield (APY).** The Annual Percentage Yield is the total amount of interest paid on an account, based on the interest rate and frequency of compounding for a 365 day period. The Annual Percentage Yield is expressed as a percentage.
- b) **Average Daily Balance.** Your Average Daily Balance is your daily ending balance divided by the number of days in the statement cycle.
- c) **Available balance.** Your available balance is the amount of funds available in your account for withdrawal. This may not include the amount of a pending transaction, funds on hold based on our “Funds Availability” policy, funds held in connection with transactions identified in a notice of presentment or return, funds held in connection with an adverse claim, a dispute, a levy or other legal process, or funds held in connection with a security agreement.
- d) **Business Days.** Business days are all days Monday through Friday, excluding federal holidays, even though the Credit Union may be open on Saturday. Unless otherwise noted, time refers to Eastern Standard Time (EST).
- e) **Compounding Dividends/Interest.** You earn dividends each month or quarter, depending on the type of account. This means that in one month/quarter you will earn a dividend on your balance, and the next month/quarter you will earn a





dividend on the original balance plus the dividend earned in the prior month/quarter. Essentially, you will be earning dividends on your dividends.

- f) **Dividends.** A dividend is what you are paid for keeping your money in an account. It is determined as a percentage of your total balance. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividends are based on the Credit Union's earnings at the end of a dividend period and cannot be guaranteed.
- g) **Item.** An item refers to a check, substitute check, electronic item, draft, demand draft, or other order or instruction for the payment, transfer or withdrawal of funds.
- h) **Insufficient or Non-Sufficient Funds (NSF).** This is a term used to indicate when an item or other transaction presented for payment is returned unpaid because the available balance in your account is less than the amount of the item.
- i) **Overdraft.** An overdraft is any event that results in a negative balance in your account. A negative balance occurs when your available balance is not sufficient to cover an item or transaction.
- j) **Overdraft Protection.** This is a service that allows the Credit Union to transfer or advance money from your share account or credit account when your available balance in your share draft (checking) account is not sufficient to cover an item or transaction.
- k) **Routing Number.** Your account routing number is listed on the bottom left corner of your checks to the left of your account number. The routing number is a nine (9) digit number that identifies the bank or credit union that issued the check. Every bank and credit union in the United States has at least one routing number.
- l) **Stop Payment Order.** If you ask the Credit Union not to pay a particular check you have written or another transaction you have authorized for withdrawal from your account, you are asking for a "Stop Payment" order.

## 2.2 How to Access Your Account

<b>Online Access</b>	You may access your account(s) free of charge 24 hours a day by using our "online banking" at: <a href="http://www.wpcu.coop">www.wpcu.coop</a> .
<b>Mobile Banking</b>	You may access your account(s) free of charge 24 hours a day by using our mobile banking application on your mobile device.
<b>ATM/PTM access</b>	You may access your account(s) by using our network of Automated Teller and Personal Teller Machines (ATMs and PTMs). Please see our website for a list of locations and availability.
<b>Telephone Access</b>	You may access your account(s) free of charge 24 hours a day by using our "Call-24" audio response telephone banking at (937) 912-7000 or (800) 762-0047.
<b>Member Experience Representative</b>	You may request assistance from one of our friendly Member Experience Representatives during business hours by calling (937) 912-7000 or (800) 762-0047. Deaf and hard of hearing members may call (937) 912-7001.
<b>Member Center Assistance</b>	You may visit any of our Member Centers or a shared branching location during regular business hours.

## 2.3 How to Contact Your Credit Union

<b>Email</b>	You may submit your inquiry via e-mail by visiting: <a href="http://www.wpcu.coop/ContactUs">www.wpcu.coop/ContactUs</a> .
<b>Telephone</b>	<b>General Account Inquiries:</b> You may reach us by telephone at (937) 912-7000 or



(800) 762-0047. Deaf and hard of hearing members may call (937) 912-7001 (TDD).

**Mortgage Lending Inquiries:** You may reach us by telephone at (937) 912-7680 or (800) 762-0047, ext. 7680.

**Retirement Solutions:** You may reach us by telephone at (937) 912-7855 or (800) 762-0047, ext. 7855

**Lost or Stolen Credit Card:** To report a lost or stolen card, please call (800) 762-0047.

**Fax**

You may fax an inquiry to: (937) 912-8148.

**U.S. Mail**

You may mail an inquiry to: 3560 Pentagon Boulevard, Beavercreek, OH 45431-1706.

**In Person**

You may visit any of our Member Centers during regular business hours. Locations are listed at: [www.wpcu.coop/locations](http://www.wpcu.coop/locations).

### 3 Reporting Errors and Dispute Resolution

To report an error or dispute, please contact us at 800) 762-0047.

If you have a dispute with the Credit Union and we are not able to resolve the dispute informally, you agree that the dispute will be resolved through an arbitration process further detailed in the Dispute Resolution section of the Account Agreement. If a claim is eligible to be resolved in small claims court, you may pursue the claim in small claims court.

### 4 How We Handle Your Personal Information

#### 4.1 Privacy Notice

The Credit Union works hard to protect your personal information. Please review our Privacy Policy on the following pages to learn more about how we manage member data.



Rev. 09/2010

<b>FACTS</b>		<b>WHAT DOES WRIGHT-PATT CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you <u>how</u> we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ account balances and payment history</li> <li>▪ credit history and credit scores</li> </ul>		
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wright-Patt Credit Union, Inc. chooses to share; and whether you can limit this sharing.		
<b>Reasons we can share your personal information</b>		<b>Does Wright-Patt Credit Union Share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes—to offer our products and services to you		Yes	Yes
For joint marketing with other financial companies		Yes	Yes
For our affiliates' everyday business purposes—information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness		Yes	Yes
For our affiliates' to market to you		Yes	Yes
For nonaffiliates to market to you		Yes	Yes
<b>To limit our sharing</b>	Call our Member Help Center at (800) 762-0047, ext. 7000 or (937) 912-7000 <b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us during business hours to limit our sharing.		
<b>Questions?</b>	Call (800) 762-0047, ext. 7000 or (937) 912-7000 or go to <a href="http://www.wpcu.coop">www.wpcu.coop</a>		



Who is providing this notice?	Wright-Patt Credit Union, Inc. ("WPCU")
<b>What we do</b>	
How does Wright-Patt Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. WPCU restricts access to non-public personal information about you to employees who have a specific business purpose for using it. Our employees are trained on the importance of customer privacy.
How does Wright-Patt Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ show your government-issued ID or use your credit or debit card</li> <li>■ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ Our affiliates include financial companies, such as myCUMortgage, a wholly-owned subsidiary of Wright-Patt Credit Union, Inc.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ Nonaffiliates we share can include companies, such as credit bureaus, data processors, credit and debit card processing networks, broker-dealers, nondepository investment and insurance services, and mailing and distribution services.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ Our joint marketing partners include companies that provide insurance products, such as Accidental Death and Dismemberment Insurance and Group Term Life Insurance.</li> </ul>

**5 Funds Availability Disclosure**

**5.1 Your Ability to Withdrawal Funds at Wright-Patt Credit Union, Inc.**

Generally our practice is to make funds from your deposits available to you on the next business day as the day we receive your deposit. Our practice for funds availability is outlined below in section 5.2. Electronic direct deposits will be available on the day we receive the deposit. At that time, you can withdraw the funds in cash or we will use the funds to pay checks that you have written.



## 5.2 Determining When a Deposit is Received

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit at any time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after we are closed for business or on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

Generally Your Deposits Become Available for Withdrawal	
Deposit Type	When Funds Are Available
❖ Cash deposit with teller	Same business day.
❖ Check deposit with teller	First \$200 next business day, next \$4,800 second business day, remaining funds 5 <sup>th</sup> business day.
❖ Cash and check deposit at ATM (non-WPCU)*	Five business days.
❖ Cash deposit at ATM (WPCU)	Same business day.
❖ Check deposit at ATM (WPCU) or via mobile device	First \$200 next business day, next \$4,800 second business day, remaining funds 5 <sup>th</sup> business day.
❖ Direct Deposit	Same business day.
❖ Wire Transfer	Same business day.

\* All ATMs that we own or operate are identified as Wright-Patt Credit Union machines.

## 5.3 Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day as the day of your deposit. However, the first \$200.00 of your deposit will be available no later than the first business day after the day of your deposit. The following are common examples of check deposits that may be subject to additional delay before the funds are fully available to you:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- The check is drawn on a non-WPCU account.
- There is an emergency, such as failure of communications or computer equipment.
- You are a new member (account opened within 30 days).

We will notify you at the time you make your check deposit if a portion of the funds will be subject to a hold beyond the next business day. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will provide you notice via mail or by other means that you have authorized (e.g. via email) within two business days after we receive your deposit. Check deposits subject to delayed availability will generally be available no later than the seventh business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

## 6 Electronic Fund Transfers Disclosure

### 6.1 Your Rights and Responsibilities

Indicated below are the types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it explains your rights and obligations for the transactions listed.

- Pre Authorized Credits.** You may make arrangements for certain direct deposits to be accepted into your Checking or Share Account. If you have arranged to have direct deposits made into your account at least once every 60 days from the same person or company, you can call us at (937) 912-7000 or (800) 762-0047 to find out whether or not the deposit has been made.
- Pre Authorized Payments.** You may make arrangements to pay certain bills from your Checking or Share Account. See section (f) IV for transaction limitations.

Important Account Information | Page 8

Wright-Patt Credit Union, Inc. | 3560 Pentagon Boulevard | Beavercreek, Ohio 45431  
(937)912-7000 | (800)762-0047 | TDD (937)912-7001 | www.wpcu.coop



- I. **Notice of Varying Amounts.** If preauthorized payments from your account may vary in amount, the person you are going to pay will tell you in writing, ten (10) days before each payment, when it will be made and how much it will be.
  
  - II. **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone number or address provided at the end of this Disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. Give us your name and account number, the name of the person receiving the payment, the amount of the payment, and date on which it is scheduled to be made. If you call, we will require you to put your request in writing and get it to us within 14 days after you call. We will charge you the amount listed in the current Account Disclosure fee schedule for each stop-payment order you give us.
  
  - III. **Liability for Failure to Stop Payment of Pre-Authorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages proved.
- c) **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 and/or pay bills.
  
  - d) **ATM Transactions.** You can access your Checking, Share, or Money Market Accounts by using your ATM card and personal identification number at STAR<sup>SM</sup>, Money Station<sup>TM</sup>, and PLUS<sup>®</sup> automated teller machines. For more information regarding your rights, responsibilities and fees governing use of your card, please refer to our separate ATM Card Disclosure and Agreement, and the current Account Disclosure fee schedule.
  
  - e) **Debit Card Transactions.** You may access your Checking Account by using your debit card instead of a check to purchase goods or services at any merchant who has agreed to accept the Card. For more information regarding your rights, responsibilities and fees governing use of your card, please refer to our separate Debit Card and/or My Health Savings Card Disclosure and Agreement, and the current Account Disclosure fee schedule.
  
  - f) **Call-24 Telephone Transfers.** You may access your account by telephone via Call-24 by using the Audio Access PIN we have assigned or you have requested. You agree that you will not write down your PIN anywhere, or keep your PIN where it may be found. You may authorize joint owners of your account to utilize Call-24 by disclosing your PIN to them. Keep in mind before doing so that your PIN grants access to all your share and loan accounts. By disclosing your PIN, you agree to be responsible for all transactions initiated by your PIN.
    - I. **Using the Call-24 Service.** You may perform the following transactions by using your PIN and a touch-tone phone:
      - a) Make withdrawals from your Checking, Share (savings), or Money Market Accounts (except IRAs, Club, and Share Certificate Accounts). A check will be mailed from the Credit Union on the following business day to the most recent address you have provided to us.
      - b) Transfer funds from your Checking, Share, or Money Market Accounts to your Checking, Share, Money Market, IRA, or Club Accounts. You cannot transfer funds from an IRA or Club Account, nor can you transfer funds into or out of a Share Certificate Account.
      - c) Transfer funds from your Checking, Share, or Money Market Accounts to Wright-Patt Credit Union loan accounts to make payments.
      - d) Obtain account balance information on any Deposit Account.
      - e) Obtain the balance and payment due date of any loan account, or obtain the amount available on your Line-of-Credit.
      - f) Obtain information about the last dividends that were paid and posted to an account.





- g) Obtain an advance on a Line-of-Credit loan. An advance may be deposited to any Deposit Account, or you may have a check mailed from us on the following business day to the most recent address you have provided to us.
  - h) Obtain information about the most recent payroll transactions posted to your account.
  - i) Obtain tax information including total loan interest paid and share dividends earned from the previous year for each tax identification number.
  - j) Obtain information on cleared (paid) checks.
  - k) Obtain information on Debit/ATM transactions posted.
  - l) Obtain information on ACH debits.
  - m) Calculate a loan payment.
  - n) Obtain information on anticipated annual percentage yields for Checking, Share, Club, IRA, Share Certificate, and Money Market Accounts.
  - o) Obtain information on current rates for most loans.
  - p) Obtain loan payoffs.
  - q) Obtain information on your non-payroll deposits.
  - r) Obtain information on your Share Certificate.
  - s) Obtain information on your IRA Account.
- II. **Charges for Call-24 Services.** There are no fees for the use of Call-24. However, we reserve the right to impose fees at a future date after giving you written notice as required by applicable law.
- III. **Account Statements.** All transactions made using the Call-24 service will be shown on your account statement with the notation of "Audio Response". You will not receive receipts for Call-24 transactions, as you can verify the balances of your account after making Call-24 transactions.
- IV. **Transaction Limitations.** Please refer to the Transaction Limitations paragraph in the Truth-in-Savings Account Disclosure regarding limitations that apply to telephone transfers to and from your Share and Money Market Accounts.
- V. **Termination of Call-24 Service.** You can terminate your Call-24 service at any time by notifying us in writing and no longer using your PIN. We can terminate your Call-24 service at any time. Whether we or you terminate your Call-24 service, the termination will not affect your Call-24 obligations, even if we allow any transaction to be completed with your PIN after your Call-24 service has been terminated.

g). **Online Banking.** You may access your account by using our Online Internet Account Service ("Online Banking"). In order to obtain access to Online Banking, you must have full access Call-24, and be a Credit Union member in good standing. Please refer to our separate Internet Account Access Agreement and Disclosure Statement and the current Account Disclosure fee schedule for your rights, responsibilities and fees governing Online Banking. Inquiry access only is available for Custodial Accounts.

## 6.2 Remittance Transfers – Your Rights and Responsibilities

If you think there has been an error or problem with your remittance transfer (international electronic funds transfer) call us or write us at the telephone number or address listed at the end of this Disclosure. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (a) Your name, address and telephone number; (b) The error or problem with the transfer, and why you believe it is an error or problem; (c) The name of the person



receiving the funds, and if you know it, the telephone number or address; (d) The dollar amount of the transfer; (e) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. 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 any documents we used in our investigation. You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the telephone number listed at the end of this Disclosure within 30 minutes of payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

### 6.3 Transactions that are Not Completed

If the Credit Union does not complete a transfer to or from your account on time, or in the correct amount according to the agreement with you, the Credit Union will be liable for your actual losses or damages. However, there are some exceptions. The Credit Union will not be liable, for instance: (a) If, through no fault of the Credit Union, you do not have enough funds in your account to make the transfer; (b) If the funds in such account are restricted by legal process, assignment, claim, encumbrance, or other prohibitions against withdrawal; (c) If the transaction is prevented by policies, rules, or limitations imposed by the Credit Union, from time to time, such as minimum balance requirements or verification and collection of deposits; (d) If the fault is yours; (e) If circumstances beyond the Credit Union's control prevent the transfer, despite reasonable precautions taken; (f) There may be other exceptions stated in the Credit Union's Agreement with you; (g) If the Call-24 system is not operational; (h) If Online Banking is not operational.

### 6.4 Liability for Unauthorized Transactions

Except for unauthorized use of your debit card, the following describes your liability for unauthorized EFTs. For liability for unauthorized use of your debit card, please refer to our separate debit card and/or My Health Savings Card Disclosure and Agreement.

Tell us IMMEDIATELY if you believe your code, PIN, password, or access device 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 is the best way of keeping your possible losses down. If your code, PIN, password, or access device has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your code, PIN, password, or access device without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, PIN, password, or access device, and we can prove we could have stopped someone from using your code, PIN, password, or access device without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe that your code, PIN, password, or access device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address listed at the end of this Disclosure.

### 6.5 Our Rules and Regulations and Other Agreements

Your designated account may also be governed by other agreements between you and us and by our rules and regulations for your designated account.

### 6.6 Disclosure of Information about Your Designated Accounts

In the ordinary course of business, we may disclose information to third parties about your designated account or the transfers you make: (a) Where it is necessary for completing transfers or resolving errors involving transfers; (b) In order to verify the existence and condition of your designated accounts for a third party; (c) In order to comply with orders or subpoenas of government agencies or courts; (d) If you give us your written permission.

### 6.7 In Case of Errors or Questions Regarding Your Electronic Transfer

Telephone us at (937) 912-7000 or (800) 762-0047. Or, write to us at P.O. Box 340134, Beavercreek, OH 45434-0134. You may also email us at [ContactUs@wpcu.coop](mailto:ContactUs@wpcu.coop). Please contact the Credit Union immediately if you suspect 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.





- a) Tell us your name and account number (if any).
- b) 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.
- c) 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. 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.

### 6.8 Our Business Days

Our business days are Monday through Friday, other than federal holidays.

### 6.9 Online Banking

You may access your account by using our Online Internet Account Service ("Online Banking"). In order to obtain access to Online Banking, you must have full access Call-24, the initial assigned Online Banking password, and be a Credit Union member in good standing. Please refer to our separate Internet Account Access Agreement and Disclosure Statement and the current Account Disclosure fee schedule for your rights, responsibilities and fees governing Online Banking. Inquiry access only is available for Custodial Accounts.

## 7 Overdrafts and How to Avoid Them

### 7.1 Overdrafts

If on any one day, the funds in your checking account are not sufficient to cover checks, drafts, or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. Our determination of an insufficient account balance may be made at any time between presentation of the item and our midnight deadline with only one review of the account required. We are not required to notify you if your account does not have funds to cover checks, drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a fee as set forth in the current Account Disclosure fee schedule.

At our discretion, we may agree to honor a check, draft, or other transfer or payment order which creates an overdraft; however, the honoring of one or more overdrafts does not obligate us to honor any future overdrafts and we may discontinue paying overdrafts without notice. You agree to promptly deposit sufficient funds to cover the overdraft and any service fees upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft from you including without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond midnight deadline limits.

### 7.2 Overdraft Protection Plan

The Credit Union offers overdraft protection options to help you avoid or minimize overdraft fees. These options are described in your Account Disclosure.

If we have approved an overdraft protection plan for your account, we will honor checks, drafts or other posted items drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under our overdraft protection practice. The fee for overdraft transfers, if any, is set forth in the current Account Disclosure fee schedule. This agreement governs all transfers, except those governed by agreements for loan accounts.



## 8 Account Terms and Conditions

### 8.1 Ownership of Accounts

The form of ownership for your account is designated on the Account Card you sign when you open your account. The following provisions describe the rules applicable to the various ownership designations available.

- a) **Single Accounts.** A single account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for Credit Union membership.
- b) **Joint Accounts.** An account owned by two or more persons.
  - I. **Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint owners, the deceased owner's interest will become the property of the surviving joint owner(s), provided, however, if the deceased joint owner has a loan or loans with the Credit Union, the Credit Union may apply the balance in any account to the payment of the loan or loans.
  - II. **Rights of Joint Account Owners.** Any joint account owner is authorized to act for the other owner(s) and we may accept orders and instructions regarding the account and any transaction from any joint owner. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners. Any joint owner may withdraw all funds in the account, stop payment on items drawn on an account, transfer, or pledge all or part of the shares of any account (except the membership share) without the consent of the other joint account owner(s) and we shall have no duty to notify any other joint account owner(s). We reserve the right to require written consent of all joint account owners for change of ownership or termination of an account. If we receive written notice of a dispute between joint account owners or receive inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.
  - III. **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to us for the amount of the returned item or overdraft and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any joint account owner is indebted to us such that we have a lien against an account of that joint account owner, we may enforce our rights against any or all funds in the joint account, or the joint owner's other accounts, regardless of who contributed the funds to the account. Notice provided by the Credit Union to any one joint owner is notice to all joint owners.
  - IV. **Indemnification for the Credit Union.** The joint owners hereby release and agree to indemnify and hold the Credit Union harmless from and against any claim arising out of a payment made from any account in accordance with the terms of this Agreement.
- c) **POD/Trust Account Designations.** A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an account shall be payable to the owner(s) during his, her or their lifetimes. When the last account owner dies, the funds remaining in the account shall be payable to any surviving POD or trust beneficiary/payee which has been designated in accordance with the Credit Union's procedures for such designation, subject to the Credit Union's right of Set-Off. Accounts designated as payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any beneficiary designation made on your primary account shall be applicable to all subsequent accounts that you open, unless you provide written instructions to the Credit Union to modify such beneficiary designations on any sub-accounts, which shall be effective upon written acknowledgement by the Credit Union. Notwithstanding the foregoing, POD or trust beneficiary/payee designations shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation process. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. Accordingly, it is incumbent upon to inform the Credit Union of changes in address and marital status of your designated
- d) **Accounts for Minors.** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid fees or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.



- e) **Ohio Transfers to Minors Account.** A Uniform Transfers/Gifts to Minors Account is an individual account established by a member as a custodian on behalf of a minor (a person under twenty-one (21) years of age). The custodian shall open the account in the name of the minor, include the minor's SSN, and sign his or her own name on the Account Card. The custodian is the owner of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawals. The custodian agrees to abide by the law by notifying the Credit Union in writing immediately upon the death of the minor or at the time the minor attains the age of 21. After notification of either of these two events, the custodian's authority over the account continues only to the extent allowed by law. Before it receives such notice, the Credit Union may honor any checks written, or withdrawals made on the account without incurring liability to the minor or 3rd party, and the custodian will be liable to the Credit Union for any loss or expense it incurs, including reasonable attorney fees because of the failure to give prompt notice.
- f) **Business Account.** Business accounts are those established by any partnership, corporation, limited liability company, association or other entity operated on a for-profit basis; all corporations, associations and organizations operated on a not-for-profit basis; and any individual who intends to use the account for carrying on a trade or business. The classification and form of ownership of a business account are as designated on the Business Account Authorization Card.

All business accounts are subject to the same terms as set forth in this Agreement and the additional rules set forth in the Business Account Addendum and Business Account Authorization Card. The Account owners agree to inform us of the persons authorized to transact business on behalf of the entity. We may rely on the account owners' written authorization until such time as we are informed of changes in writing that the authorization has been terminated and we have a reasonable time to act on the notice. We may require that third party checks payable to a business entity be deposited in the business account, and not cashed.

- g) **Agency Designation of an Account.** An agency designation or Power of Attorney (POA) on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. The Credit Union is not liable for the misapplication of funds from your account by your agent. We have the right to review and approve the agency/POA agreement.

## 8.2 Deposit of Funds Requirements

Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in this Agreement and the Account Documents. If the Credit Union receives an item on a weekend, holiday or after the Credit Union's cut-off hour on a business day, the item is deemed to have been received on the Credit Union's next business day. The Credit Union's business days and cut-off hours are posted and subject to change. We are not responsible for deposits made by mail or through a depository not staffed by our personnel until we actually receive them.

- a) **Endorsements.** We may, but are not obligated to, accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated to, supply the missing endorsement. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or other item as though it is payable to either person.

If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1-1/2 inches from the top edge, although we may accept endorsements outside this space. You agree, however, that we will not be liable to you and you will be liable to us for any delay, loss, or expense, including without limitation reasonable attorneys' fees we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository institution.

- b) **Collection and Final Payment of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House Rules. Items drawn on an institution located outside the United States are handled on a collection basis only. We may charge back any item at any time before final payment and impose a return item fee on your account. We reserve the right to refuse or return any item or funds transfer.



- c) **Automated Processing of Items.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all members. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items. We may disregard information on any check or draft, other than the signature of the drawer, the amount and any magnetic encoding.
- d) **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, social security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- e) **Special Account Instructions.** If you request us to provide special checks with two signature lines you specifically acknowledge and agree that the dual signature feature is strictly for your or your business' internal control procedures and that we are not responsible for examining the presented checks to verify that the checks contain the correct number of signatures so long as the checks contain at least one authorized signature. Furthermore, you agree that we do not fail to exercise ordinary care in paying a check solely because our procedures do not provide for examination of a check to verify more than one signature.

### 8.3 Accounts Access

- a) **Authorized Signature.** Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.
- b) **Access Options.** You may withdraw or transfer funds from your account in any manner we permit (e.g., an automated teller machine, in person, by mail, automatic transfer, electronic access, or telephone) in the Account Documents.
- c) **ACH and Wire Transfers.** You may authorize us to process ACH & wire payment orders. Payment orders are the movement of funds from one financial institution to another. You agree to be bound by any payment order whether or not authorized, issued in your name accepted by us. Payment orders may settle by account number, even if the name does not match. Payment orders may settle by the financial institution's identifying number, even if the name provided for the financial institution does not match. We will follow the security procedures set forth in our management practices and procedures. We may require you to complete a separate document at the time of each payment order. Payment orders will not be processed without proper verification of the order and account owner. All payment orders received after 4:00 p.m. eastern time will be processed the next business day. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement.

Notice to any account owner is considered notice to all account owners. Fees as set forth on the current Account Disclosure fee schedule will apply to all wire and ACH payment orders. Any payment orders that are subject to the Uniform Commercial Code Article 4A will be subject to this Agreement and Ohio Revised Code Section 1304.51 to 1304.85.

### 8.4 Account Rates and Fees

We pay account dividends and assess fees against your account as set forth in the Account Documents. We may change the terms set forth in the Account Documents at any time and will notify you as required by law.

### 8.5 Transaction Limitations

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. We may refuse any check, draft or other item drawn against your account or used to withdraw funds from your account if it is not in a form approved by us, and you are responsible for any loss we incur handling such an item.

We also reserve the right to refuse any check, draft or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdraw or transfer specifically permitted for



your account. See the Truth-in-Savings Disclosure for the rules governing the various accounts. We may pay checks, drafts or other items drawn on your account in any order, even if paying a particular check, draft or other item results in an insufficient balance in your account to pay one or more checks, drafts or other items that otherwise could have been paid out of your account.

### 8.6 Post Dated and Stale Dated Checks

We may pay any check without regard to its date. We maintain the option either to pay or dishonor any stale check (i.e., more than six months old) upon presentation to us. You agree not to deposit checks, drafts, or other items before they are properly payable. You agree that we will not be liable to you for charging your account before the indicated date on a properly payable but postdated check.

### 8.7 Certificate Accounts

Any time deposit or Share Certificate Account we offer is subject to terms of this agreement, the Rate Sheet and fee schedule located within your Account Disclosure, any separate Share Certificate Account Agreements, and the Account Deposit Receipt for each Share Certificate Account, the terms of which are incorporated herein by reference.

### 8.8 Stop Payment Orders

- a) **Requesting a Stop Payment.** You may request a stop payment order on any check drawn on your account that has not been paid or certified. An oral stop payment order lapses after 14 calendar days unless it is confirmed in writing within that period; a written stop payment order is effective for six months. Renewals must be in writing. We do not have to notify you when a stop payment order expires. To be binding, an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action. A release or cancellation of a stop order may be given by any person who is authorized to draw checks against the account.
- b) **Liability.** Fees for stop payment orders are set forth on the fee schedule located within your account disclosure. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorneys' fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.

### 8.9 Credit Union Liability

If we do not properly complete a transaction according to this Agreement, we will be liable for your actual losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearing House rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

### 8.10 Right of Setoff and Security Interest

You agree that that we have the right under the law, called "set-off" and under this Agreement you grant us a security interest in your accounts, except for your HSA, IRA or a tax-deferred Keogh Retirement Account. The security interest granted in this Agreement is consensual and is in addition to our right of set-off. You agree that we may, unless prohibited by law, use the funds in your account to pay off any obligation or debt, whether direct or indirect, as borrower, guarantor, endorser or otherwise, you have with us. If your account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt, without notifying you in advance. Similarly, each joint owner agrees that we may use the money in their individual accounts to satisfy obligations in the joint account without notifying you in advance. We may use the money to pay the debt even if withdrawal results in an interest penalty or dishonor of checks. Our right of set-off and security interest are automatic and superior to any claims on the account arising through a right of survivorship.





### 8.11 Legal Process

If any legal action such as a tax levy, attachment, garnishment, etc. is brought against your account, we may pay out the funds according to the terms of the action or refuse any payout until the dispute is resolved. We may also refuse to allow you to make any withdrawals until the dispute is resolved. We will not be liable to you if such payment of funds or placing a hold on the account leaves insufficient funds to cover outstanding checks. If the account is a joint account, the entire account will be subject to legal process for the debt of either joint owner, regardless of who contributed the funds to the account. Any expenses or attorneys' fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien, right of set-off, and/or security interest.

### 8.12 Account Information

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law, a government agency, or court order; or (4) you give us written permission.

### 8.13 Notices

- a) **Name or Address Changes.** You are responsible for notifying us of any address or name change. We are only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address. If we attempt to locate you, we may impose a service fee as set forth on the fee schedule located within your Account Disclosure.
- b) **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement and the other Account Documents at any time. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c) **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- d) **Waiver of Notice.** By signing the Account Card, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if a check that you deposited is dishonored and returned, we are not required to notify you of the dishonor.

### 8.14 Taxpayer ID Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

### 8.15 Statements and eStatements

- a) **Contents.** If we provide a periodic statement for your account, we will mail your periodic statement to the most recent address you have provided to us, or we will send your statement electronically to the most recent email address you have provided. The statement will contain a description of your transactions and activity in your account during the statement period as required by applicable law. For checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even though the checks do not accompany the statement. Additionally, you agree that our retention of the checks does not alter or waive your responsibilities to examine your statement.
- b) **Examination.** You are responsible for examining each statement and reporting any irregularities to us, and the statement is considered correct unless you notify us promptly after any error is discovered. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within twenty (20) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) these items were drawn without authority or altered so cleverly (as by unauthorized use of a facsimile signature machine, electronic signature or otherwise) that the lack of authorization or alteration could not be detected by a reasonable person.



- c) **Notice to Credit Union.** If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

#### 8.16 Inactive Accounts

If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the fee schedule located within your Account Disclosure during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the fee schedule located within your Account Disclosure for processing your inactive account. If we impose a fee, we will notify you, as required by law, at the most recent address you have provided to us. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to accounts payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

#### 8.17 Special Account Instructions

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by either a signed Account Card change or written request and accepted by us.

#### 8.18 Termination of Account

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) the owner has violated the terms of Credit Union membership; (7) there has been any misrepresentation or any other abuse of your account; or (8) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

#### 8.19 Termination of Membership

You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by the Articles and applicable law, including causing a loss to the Credit Union.

#### 8.20 Death or Incompetence

Neither the death nor legal adjudication of incompetence revokes our authority to accept, pay or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for 10 days after the death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### 8.21 Severability

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of the Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are to be construed as part of the Agreement.

#### 8.22 Enforcement

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.



### 8.23 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the state of Ohio. Any action to enforce this Agreement shall be commenced in the Common Pleas Court of Greene County, Ohio.

### 8.24 Telephone Consumer Protection Act

The telephone Consumer Protection Act generally requires WPCU to obtain express consent before contacting our members on their mobile phones. To ensure that you are able to receive important communications, including possible fraud or suspicious activity on your account, WPCU may request you to grant permission to WPCU and any related affiliate or third parties to contact you on a mobile phone number and all future phone numbers that you furnish to WPCU. You are not required to provide consent as a condition to open an account or receive WPCU products and services.

Your consent is applicable for the following reasons: suspected fraud or suspicious activity, data security breaches, suspected identity theft, informational, marketing, communications about existing accounts and loans, notification of late payments, and/or collection efforts. Contacts may be made as a direct dial call, through the use of text messages, pre-recorded or artificial voice messages, and/or the use of an "automated telephone dialing system" or "autodialer" as defined by federal regulations. Depending on your mobile service plan, message and data rates may be assessed by your mobile provider and will be your sole responsibility.

You may withdraw consent or opt-out at any time by any reasonable means, including providing a written notice to the below WPCU address, by emailing us at [Contactus@wpcu.coop](mailto:Contactus@wpcu.coop), calling the credit union at 1-800-762-0047 or by visiting our website at [www.wpcu.coop](http://www.wpcu.coop).







# General Fee Schedule

ACCOUNT FEES		
ACCOUNT FEES		
ACCOUNT FEES	<b>Non-Sufficient Funds (NSF), per item, created by check, ACH (Electronic Item), or other.</b>	\$25.00
	<b>NSF, per item, created by a Debit Card transaction or ATM withdrawal</b>	\$19.00
	<b>Return Convenience Check (check drawn off credit card account)</b>	\$25.00
	<b>Return Deposit Item, per item</b>	\$10.00
	<b>Resubmit Return Deposit Item, per item</b>	\$5.00
	<b>Rejected Item Fee (i.e. loan payment or deposit request via ACH), per item</b>	\$10.00
	<b>Inactive Account, per month, per sub-account</b> (applies to accounts with no activity for one year and balance of less than \$100.00)	\$5.00
	<b>Stop Payment Fees, per request</b>	\$25.00
	<b>Release of Stop Payment, per request</b>	\$8.00
	<b>Reinstatement/Probation Fee</b>	\$25.00
	<b>Account Reconciliation, per hour or any part thereof (\$12.00 minimum)</b>	\$12.00
	<b>Account Research, per hour or any part thereof (\$25.00 minimum)</b>	\$25.00
	<b>Overdraft Transfer from Savings, per transfer</b>	\$5.00
	<b>Checking with Dividends below minimum balance fee</b>	\$5.00
	<b>Select Checking Monthly Fee</b> Associate & Partner Advantage Premier	\$5.00 \$4.00 FREE
	PLEASE SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS	

ATM FEES		
ATM FEES		
ATM FEES	<b>All WPCU ATMs</b>	FREE
	<b>Other ATM Fees (These fees apply on all accounts):</b>	
	<b>Non-WPCU ATMs</b>	
	Associate: First Two (2) Free Each Month	\$.60 after 2
	Partner: First Six (6) Free Each Month	\$.60 after 6
	Advantage: First Six (6) Free Each Month	\$.60 after 6
	Premier	FREE
Young Adult (23 & younger): First Six (6) Free Each Month	\$.60 after 6	
PLEASE SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS		
<b>PLUS ATMs, per transaction</b> <b>This fee applies only to transactions performed at ATMs that are not STAR or Money Station</b>	\$1.50	
<b>Point-of-Sale Transactions</b>	FREE	
<b>Deposits</b>	FREE	
<b>Change PIN</b>	FREE	

TRANSACTION & INQUIRY FEES	TRANSACTION & INQUIRY FEES	
	<b>Call-24 Transaction and Inquiries</b>	FREE
	<b>Non-Electronic Funds Transfer (EFT) Activity</b> <b>Teller Assisted Activity - Does Not Apply to Deposits</b> Associate Partner: First Four (4) Free Each Month Advantage & Premier  PLEASE SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS	\$2.00 \$2.00 after 4 FREE
	<b>Cashier's Checks</b> Associate Partner: First Two (2) Free Each Month Advantage & Premier  PLEASE SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS	\$5.00 \$5.00 after 2 FREE
	<b>Telecommunication Device for the Deaf (TDD) Transactions and Inquiries</b>	FREE
	<b>Shared Branching</b> Associate Partner: First Four (4) Free Each Month Advantage & Premier  PLEASE SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS	\$2.00 \$2.00 after 4 FREE

MISCELLANEOUS FEES	MISCELLANEOUS FEES	
	<b>Non-Member Check Cashing</b>	\$5.00
	<b>Wire Transfer, per transfer</b> Incoming Outgoing - Domestic Resend <i>(due to incorrect information provided by member)</i> Outgoing - International Resend <i>(due to incorrect information provided by member)</i>	FREE \$20.00 \$20.00 \$50.00 \$50.00
	<b>Duplicate IRS Reporting Form</b>	\$10.00
	<b>Incorrect Address, per returned item</b>	\$5.00
	<b>Each Instance of Levy, Garnishment, or Attachment</b>	\$20.00
	<b>Notary Public</b>	FREE
	<b>Money Orders</b> Associate & Partner Advantage & Premier  PLEASE SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS	\$1.00 FREE
	<b>Card Replacement Fee</b>	\$5.00
	<b>Gift Card Fee</b>	\$3.00
	<b>Non-Member Coin Machine Fee</b>	10%
	<b>UPS Overnight Mail Fee</b>	\$12.00



Wright-Patt Credit Union, Inc. | 3560 Pentagon Boulevard | Beaver Creek, Ohio 45431  
(937)912-7000 | (800)762-0047 | TDD (937)912-7001 | www.wpcu.coop



# Checking Account Disclosure of Fees, Terms and Conditions

(Truth-in-Savings Disclosure)

## How Your Account Works for You

Wright-Patt Credit Union (WPCU) is committed to helping you Save Better, Borrow Smarter and Learn a Lot! The following Disclosure will help you understand exactly how your checking account works, how to avoid fees, and how to grow your money. For complete terms governing your account, please see your "Important Account Information" document.

	YOUR CHECKING ACCOUNT: FEES, TERMS, AND CONDITIONS			
		Totally Fair Checking	Checking with Dividends	Select Checking
OPENING AND USING YOUR ACCOUNT	Minimum Deposit to Open Your Account	\$0	\$1,000.00	\$5.00
	Monthly Service Charge	\$0	\$5.00	Up to \$5.00 <sup>1</sup>
	How to Avoid the Monthly Service Charge	N/A	If you maintain a \$1,000.00 minimum balance, the monthly service charge will be waived.	"Premier" membership qualifies for no monthly service charge. (SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS)
	Dividends Earned on Your Account <sup>2</sup>	No	Yes See current Rate Sheet	Yes See current Rate Sheet
	Minimum Avg. Daily Balance Required to Earn Dividends	N/A	\$0.01	\$1,000.00
	How Dividends are Compounded and Credited <sup>3</sup>	N/A	Monthly	Monthly
	Balance Computation Method <sup>4</sup>	N/A	Average Daily Balance	Average Daily Balance
	Monthly Transaction Limits	None	None	None

	YOUR CHECKING ACCOUNT: FEE SCHEDULE FOR ALL CHECKING ACCOUNTS	
ACCOUNT FEE SCHEDULE	Minimum Balance Fee (balance falls below minimum)	\$0 Totally Free Checking and Select Checking \$5.00 Checking with Dividends
	Stop Payment Fee	\$25.00
	Non-Sufficient Fund (NSF) Check & ACH Fee	\$25.00
	Deposited Item Return Fee	\$10.00
	WPCU ATM Use	\$0
	Non-WPCU ATM Use	<ul style="list-style-type: none"> <li>❖ Premier members: Up to \$10.00 a month refunded for non-WPCU ATM transactions</li> <li>❖ Associate members: First two (2) monthly ATM transactions free; \$.60 per transaction thereafter</li> <li>❖ All remaining members: First six (6) monthly ATM transactions free; \$.60 per transaction thereafter</li> <li>❖ Fees from ATM owner will apply</li> </ul> SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS
	Teller Assisted and Shared Branching Transactions (excluding deposits) <sup>5</sup>	<ul style="list-style-type: none"> <li>❖ Advantage and Premier members: \$0</li> <li>❖ Associate members: \$2.00</li> <li>❖ Partner members: First four (4) free per month; \$2.00 per transaction thereafter</li> </ul> ❖ SEE MEMBER CHOICE BROCHURE FOR MEMBER CHOICE TIER REQUIREMENTS

<sup>1</sup> Fee varies based on member choice level. Monthly service charge is assessed on the last calendar day of each month. Please refer to the Member Choice brochure for Member Choice tier requirements.

<sup>2</sup> Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividends are based on the Credit Union's earnings at the end of a dividend period and cannot be guaranteed. The applicable dividend rate is paid on the entire balance in your account. The dividend rate and Annual Percentage Yield (APY) may change at any time at the sole discretion of the Credit Union.

<sup>3</sup> The dividend period is monthly. Dividends are declared by the last day of the period on the last day of each month. If you close your account before the dividends are credited, you will not receive the accrued dividends.

<sup>4</sup> The average daily balance is calculated by adding the balance in your account for each day of the period and dividing that figure by the number of days in that period. Dividends begin to accrue on the business day you make a deposit to your account.

<sup>5</sup> Teller assisted transactions conducted at WPCU member centers, PTMs, and Member Help Center; Shared branch transactions conducted at CO-OP branch locations.

YOUR CHECKING ACCOUNT: OVERDRAFT PROTECTION PLANS		
The following overdraft protection plans are available on your checking account.		
Overdraft Options	Fees	How Transactions Are Handled
<b>Option A</b> No Overdraft Protection (Default Option)	No Overdraft Fee	If you choose not to opt in to any kind of overdraft service, transactions that would cause an overdraft will be declined.
<b>Option B</b> Overdraft Protection using Savings Account	\$5.00 Transfer Fee	Overdraft Protection using a savings account moves money from a pre-determined savings account into your checking account to cover an overdraft. Funds are transferred in increments of \$100.00 per overdraft to cover negative account balance. Limited to six (6) per month.
<b>Option C</b> Overdraft Protection using Line of Credit	\$0.00 Transfer Fee	Overdraft Protection using a line of credit moves money from a pre-determined line of credit account into your checking account to cover an overdraft. Interest will apply for transfers from your line of credit. Funds are transferred in increments of \$100.00 per overdraft to cover negative account balance.
<b>Option D</b> Debit/ATM Overdraft Coverage <sup>6</sup>	\$19.00 Overdraft Fee	Overdraft Coverage that allows us to authorize debit card and ATM transactions, at our discretion, when there is not enough funds available in your account.
<b>Option E</b> Courtesy Pay Coverage <sup>7</sup> (Checks/ACH)	\$25.00 NSF Fee	If no funds are available or if you have declined Overdraft Protection on your account, we can honor your checks and ACH transactions and draw your account negative. However, you will avoid merchant returned item fees and will only be charged Our standard NSF fee. Not to exceed more than 10 checks per month or 60 checks per year.

YOUR CHECKING ACCOUNT: DEPOSIT HOLD POLICY	
When Funds Deposited to Your Account are Available (Applies to all Checking Accounts)	
Deposit Type	When Funds Are Available
❖ Cash Deposit with Teller	Same business day
❖ Check Deposit with Teller	First \$200 next business day, next \$4,800 second business day, remaining funds 5 <sup>th</sup> business day
❖ Cash and Check Deposit at ATM (non-WPCU)	Five business days
❖ Cash Deposit at ATM (WPCU)	Same business day
❖ Check Deposit at ATM (WPCU) or via Mobile Device	First \$200 next business day, next \$4,800 second business day, remaining funds 5 <sup>th</sup> business day
❖ Direct Deposit	Same business day
❖ Wire Transfer	Same business day

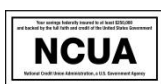
<sup>6</sup> Overdraft coverage is not routinely permitted on transactions performed at an ATM.

<sup>7</sup> Qualification criteria may apply. Please refer to the Courtesy Pay Opt-in Disclosure.

YOUR CHECKING ACCOUNT: TRANSACTION POSTING ORDER		
How Transaction Items are Posted to Your Account (Applies to all Checking Accounts)		
Transactions can be posted to your account in two different ways. "Real time" transactions are posted as they occur throughout the day. Other transactions are posted to your account in a batch process. The order we use for posting batch transactions is described below.		
Posting	Item Type	Order
HOW ITEMS ARE POSTED	<b>Real Time Transactions</b>	Deposits; ATM and Debit Card Transactions; In-Branch Transactions; Wires; Overdraft and Non-Sufficient Funds (NSF) Fees; Immediate WPCU to WPCU Share Transfers
	<b>Items Posted in Batch</b>	Deposited chronologically based on the date and time our records indicate the transaction was initiated or authorized.
	1 Scheduled and Automated Account Transfers between WPCU accounts	Scheduled WPCU to WPCU share and loan transfers are posted at the beginning of each business day.
	2 ACH Credits and Debits; Electronic Funds Transfers (EFT); External Share Transfers, Pop Money Transfers	ACH credits post prior to ACH debits; All ACH transactions post in order from the smallest dollar amount to the largest (includes Bill Pay ACH).
	3 Checks	Posted in numerical check order on or after 4:00 p.m. EST (includes checks initiated by Bill Pay).
	4 Non-Sufficient Funds (NSF) Fee (excludes Overdraft Fees)	Posted at the time a transaction is processed that causes a negative account balance.

OTHER TERMS AND CONDITIONS	
OTHER TERMS AND CONDITIONS	Changes to the fees, terms, or conditions of all accounts may be made at the discretion of the Credit Union. Advance notice of changes will be provided to you if required by law.
	By opening an account and signing the Master Membership and Account Agreement, you acknowledge that you have received and agree to the additional terms and conditions stated in this Disclosure and the Membership and Account Agreement.

DISPUTE RESOLUTION	
DISPUTE RESOLUTION	To report an error or dispute, please contact us at (800) 762-0047.
	If you have a dispute with the Credit Union and we are not able to resolve the dispute informally, you agree that the dispute will be resolved through an arbitration process further detailed in the Dispute Resolution section of the Account Agreement. If a claim is eligible to be resolved in small claims court, you may pursue the claim in small claims court.



Wright-Patt Credit Union, Inc. | 3560 Pentagon Boulevard | Beavercreek, Ohio 45431  
 (937)912-7000 | (800)762-0047 | TDD (937)912-7001 | www.wpcu.coop

Federally Insured by NCUA

As of 05/2017

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

NATALIE QUALLS

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Stuart E. Scott | Kevin C. Hulick @ Spangenberg Shibley & Liber LLP 1001 Lakeside Avenue East, Suite 1700, Cleveland, OH 44114 (216) 696-3232 | (216) 696-3924 (FAX)

DEFENDANTS

WRIGHT-PATT CREDIT UNION, INC.

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

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

Attorneys (If Known)

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (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)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332(d)(2) and (6) | 28 U.S.C. 1391. Brief description of cause: Breach of Contract and Fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/14/2019 SIGNATURE OF ATTORNEY OF RECORD s/ Stuart E. Scott (0064834)

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

NATALIE QUALLS

Plaintiff(s)

v.

WRIGHT-PATT CREDIT UNION, INC.

Defendant(s)

Civil Action No. 2:19-cv-01965

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Wright-Patt Credit Union, Inc.
c/o Scott R. Everett, Statutory Agent
3560 Pentagon Boulevard
Beavercreek, OH 45431

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Stuart E. Scott, Esq.
Kevin C. Hulick, Esq.
Spangenberg Shibley & Liber LLP
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk



Civil Action No. 2:19-cv-01965

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Print

Save As...

Reset

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wright-Patt Credit Union Facing Lawsuit Over Allegedly Unauthorized Penalties, Fees](#)

---