

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

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

A Pennsylvania court authorized this notice. This is not a solicitation from a lawyer.

- A \$2.35 million Settlement has been reached in a class action about the order in which Northwest Savings Bank posted Debit Card Transactions to customer Accounts maintained in Pennsylvania, and the alleged effect the posting order had on the number of overdraft fees charged to Account holders. Northwest Savings Bank maintains that there was nothing wrong about the posting process used and that it has not violated any laws.
- Current and former holders of Northwest Savings Bank Accounts maintained in Pennsylvania may be eligible for a payment or Account credit from the Settlement Fund.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE A PAYMENT OR ACCOUNT CREDIT	If you are entitled under the Settlement to a payment or Account credit, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive a payment or Account credit.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against Northwest Savings Bank about the claims in this case.
OBJECT	Write to NW Savings Overdraft Litigation if you do not like the Settlement.
DO NOTHING	You will receive any payment or Account credit to which you are entitled, and will give up your right to bring your own lawsuit against Northwest Savings Bank about the claims in the case.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments and Account credits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

This case is pending in the Common Pleas Court of Allegheny County, Pennsylvania. The case is known as Toth v. Northwest Savings Bank, GD-12-008014. The person who sued is called the “Plaintiff.” The Defendant is Northwest Savings Bank.

2. What is this lawsuit about?

The lawsuit claims that Northwest Savings Bank posted Debit Card Transactions in the order of highest to lowest dollar amount (“High-to-Low Posting”), which results in an increased number of Overdraft Fees assessed to customers. The complaint in this Action is posted on this website, and contains all of the allegations and claims asserted against Northwest Savings Bank. Northwest Savings Bank maintains that there was nothing wrong about the posting process it used and that it has not violated any laws.

3. What is High-to-Low Posting?

High-to-Low Posting refers to the practice of ordering a customer’s debit card transactions that the bank receives each day in the order of highest to lowest in dollar amount. For example, hypothetically, suppose that a customer’s balance at the beginning of a day was \$211 and the customer enters into four debit card transactions in the following order: (1) parking meter - \$3; (2) breakfast - \$4; (3) Target - \$17; and (4) The Gap - \$197. Plaintiff contends that if the transactions were posted in either the order they were entered into (i.e., chronologically) or in the order of lowest-to-highest dollar amount, only the fourth transaction would result in an overdraft fee. Under High-to-Low Posting, the \$197 transaction would be posted first, and the other three transactions would be posted in highest-to-lowest dollar amount (i.e., \$17, \$4, and \$3), resulting in three overdraft fees.

4. What is an overdraft fee?

An overdraft fee may be assessed when a customer’s withdrawals from a bank account exceed the available balance.

5. Why is this a class action?

In a class action, one or more people, called class representatives (in this case, one Northwest Savings Bank customer who was assessed Overdraft Fees), sue on behalf of people who have similar claims.

All of the people who have claims similar to the class representatives are members of the Settlement Class, except for those who exclude themselves from the class.

6. Why is there a Settlement?

The Court has not decided in favor of either Plaintiff or Northwest Savings Bank. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The class representative and her attorneys think the Settlement is best for the members of the Class.

WHO IS IN THE SETTLEMENT?

If you received notice of the Settlement from a letter addressed to you, then you are in the Settlement Class. But even if you did not receive a letter with Settlement notice, you may still be in the Settlement Class, as described below.

7. Who is included in the Settlement?

You are included in the Settlement Class if you had one or more Northwest Savings Bank Accounts maintained in Pennsylvania that you could access with a Debit Card and, at any time between May 7, 2006 and June 30, 2011, incurred an overdraft fee as a result of Northwest Savings Bank’s practice of posting Debit Card Transactions from highest to lowest dollar amount. In order to have incurred an Overdraft Fee as a result of this practice, you must have had two or more Overdraft Fees assessed on one or more days during that time period. If this happened to you, you may be in the Settlement Class. If it did not happen to you, you are not a member of the Settlement Class. Further, you are not eligible for a payment under the Settlement if your Account was closed with a negative balance and the amount of the benefits that would otherwise be provided for in the Settlement would be insufficient to make the balance in that Account positive. You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

THE SETTLEMENT’S BENEFITS

8. What does the Settlement provide?

Northwest Savings Bank has agreed to establish a Settlement Fund of \$2.35 million from which Settlement Class Members may receive payments or Account credits. Assuming the Court awards the requested attorneys’ fees and expenses in the amount of \$775,000, as well as an incentive award to the class representative in the amount of \$3,000, Settlement Class Members will receive approximately \$7 per each \$25 additional overdraft fee charged, and \$8.60 per each \$31 additional overdraft fee charged. Some Settlement Class Members were charged more than one additional overdraft fee under High-to-Low Posting. The average total payment per each Settlement Class Member is expected to be approximately \$44, however, your total payment may be lower or higher than this approximate average and

will depend on the number of additional overdraft fees you were charged. Northwest Savings Bank will separately pay for Settlement administration and related costs; such amounts will not come out of the \$2.35 million Settlement Fund.

9. How do I receive a check or Account credit?

If you are in the Settlement Class and entitled to receive a cash benefit, you do not need to do anything to receive a check or Account credit. If the Court approves the Settlement and it becomes final and effective, you will automatically receive a check or Account credit.

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

Unless you exclude yourself from the Settlement Class, you cannot sue, continue to sue or be part of any other lawsuit against Northwest Savings Bank about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" included in the Settlement Agreement describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.NWSavingsoverdraftsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Northwest Savings Bank on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself - or it is sometimes referred to as "opting-out" of the Settlement Class

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name, address and telephone number;
- A statement that you want to be excluded from the Northwest Savings Bank Settlement in Toth v. Northwest Savings Bank; and
- Your signature.

You must mail your exclusion request, postmarked no later than **March 19, 2015**, to:

Toth v. Northwest Savings Bank
c/o Gilardi & Co. LLC
P.O. Box 808061
Petaluma CA 94975-8061

12. If I don't exclude myself, can I sue Northwest Savings Bank for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Northwest Savings Bank for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to try to pursue your own lawsuit.

13. If I exclude myself from the Settlement, can I still receive payment?

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The following lawyers instituted this lawsuit and represent you and others in the Settlement Class as "Class Counsel," including:

Todd D. Carpenter
Carpenter Law Group
402 West Broadway, 29th Floor
San Diego, CA 92101
Email: todd@carpenterlawyers.com
Telephone: (619) 756-6994
Facsimile: (619) 756-6991

Michael W. Sobol
Roger N. Heller
Nicole D. Sugnet
Lieff, Cabraser, Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Email: msobol@lchb.com, rheller@lchb.com, nsugnet@lchb.com
Telephone: (415) 956-1000
Facsimile: (415) 956-1008

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel intends to request thirty percent (30%) of the money in the Settlement Fund for attorneys' fees, plus reimbursement in an amount not to exceed \$20,000 of their expenses incurred in connection with prosecuting this case, and reimbursement in an amount not to exceed \$50,000 of the Payment Advisor's fees and expenses incurred in calculating the Settlement payment amounts to be awarded to each Settlement Class Member. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that up to \$3,000 be paid from the Settlement Fund to the class representative for her service to the entire Settlement Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses and/or Class Counsel's request for a Service Award for Plaintiff. To object, you must submit a letter that includes the following:

- The name of this case, which is Toth v. Northwest Savings Bank, Case No. GD-12-008014;
- Your full name, address and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- A summary of the grounds for the objection, accompanied by any legal support for the objection known to you or your counsel; and
- If you are represented by counsel, the identity of counsel representing you who will appear at the hearing that the Court has scheduled to determine whether to grant final approval to the Settlement and Class Counsel's request for attorneys' fees and a service award to Plaintiff (the "Final Approval Hearing").

You must submit your objection to NW Savings Overdraft Litigation at the following address by no later than **March 19, 2015**:

Toth v. Northwest Savings Bank
c/o Gilardi & Co. LLC
P.O. Box 6002
Larkspur CA 94977-6002

17. What's the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold the Final Approval Hearing to decide whether to approve the Settlement and the request for attorneys' fees and a Service Award for Plaintiff. You may attend and you may ask to speak, but you don't have to do so.

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

The Court will hold a Final Approval Hearing at 11 a.m. on April 7, 2015, in Room 815 of the City-County Building, 414 Grant Street, Pittsburgh, Pennsylvania 15219. Through a court order, the hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.NWSavingsoverdraftsettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider any request by Class Counsel for attorneys' fees and expenses and for a Service Award for Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper address and it complies with the requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Northwest Savings Bank relating to the issues in this case.

GETTING MORE INFORMATION

22. How do I get more information?

This Detailed Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.NWSavingsoverdraftsettlement.com. You may also write with questions to NW Savings Overdraft Litigation, P.O. Box 808061, Petaluma, CA 94975-8061, or call the toll-free number, 1-888-286-8916. Do not contact Northwest Savings Bank or the Court for information.