

If You Paid Overdraft Fees to PNC Bank, N.A., You May be Eligible for a Payment from a Class Action Settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer. This is not a suit against you.

- A \$90 million Settlement has been reached in several class action lawsuits about the order in which PNC Bank, N.A. (“PNC”) posted debit card transactions to consumer deposit accounts, and the effect the posting order had on the number of overdraft fees the bank charged its account holders. PNC maintains there was nothing wrong about the posting process used. The Court has not decided which side is right.
- Current and former PNC customers, who had a PNC consumer deposit account that was accessible with a PNC debit card between January 1, 2004 and August 15, 2010, may be eligible for a payment or account credit from the Settlement Fund.
- The Settlement offers payments or account credits to people who paid overdraft fees as a result of PNC posting debit card transactions in order from highest to lowest dollar amount between January 1, 2004 and August 15, 2010. It also covers such overdraft fees paid by PNC customers when they were customers at certain banks that were merged into PNC. (Those banks are identified below.) For former National City Bank customers whose accounts were converted to PNC accounts, this Settlement only covers overdraft fees assessed on or after June 22, 2010.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

| | |
|--|---|
| GET A PAYMENT OR ACCOUNT CREDIT AUTOMATICALLY | If you are eligible for a payment or account credit for overdraft fees charged between July 7, 2004 and August 15, 2010 and your PNC account remains open or you closed your account after July 21, 2010, you do not have to do anything to receive a payment or account credit. Your payment or account credit will be made automatically if the Court approves the Settlement and it becomes final. |
| SUBMIT A CLAIM FORM | By submitting a Claim Form, some Settlement Class Members will be eligible to receive payments for overdraft fees charged during periods for which PNC does not have enough information to compute your payment automatically or to mail a payment to you. |
| EXCLUDE YOURSELF | Get no benefits from the Settlement. This is the only option that allows you to participate in any other lawsuit against PNC about the claims in this case. |
| OBJECT | Write to the Court if you don’t like the Settlement. |
| GO TO A HEARING | Ask to speak in Court about the fairness of the Settlement. |
| DO NOTHING | You will still receive any automatic payment or account credit to which you are entitled, unless you closed your PNC account between January 1, 2004 and July 21, 2010 and you will give up your right to participate in further litigation against PNC about the claims in this 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 or not to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

**Questions? Call 1- 877-264-9597 Or Visit www.PNCBankOverdraftSettlement.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

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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 a proposed settlement of these class action lawsuits and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuits, the Settlement, and your legal rights.

Senior Judge James Lawrence King of the United States District Court for the Southern District of Florida is overseeing this case. This litigation is known as *In re: Checking Account Overdraft Litigation*, No. 1:09-md-02036-JLK. The people who sued are called the “Plaintiffs.” PNC is the “Defendant.”

2. What is this litigation about?

The lawsuits concern whether PNC posted debit card transactions in order from highest to lowest dollar amount to maximize the number of overdraft fees assessed to its customers. The lawsuits claim that, instead of declining debit card transactions initiated by the account holder when an account had insufficient funds to cover a purchase, PNC authorized the transactions and then processed them in highest to lowest dollar order, which in some instances had the effect of increasing the number of overdraft fees the bank charged its customers. The complaints in the lawsuits are posted on the website www.PNCBankOverdraftSettlement.com and contain all of the allegations and claims asserted against PNC.

PNC maintains there is no one posting order that always benefits the customer; that, in many instances, a high-to-low method helps the customer by paying important items, such as mortgage payments, that might otherwise be returned without payment; and that, therefore, there was nothing wrong about its approval of transactions or the posting process it used.

The Court has not decided which side is right.

3. What is an overdraft fee?

An overdraft fee is any fee assessed to an account for items paid when the account had insufficient funds to cover the item. This litigation concerns only fees assessed on overdrafts of debit card transactions. Also, fees charged to transfer balances from one account to another under an overdraft protection plan are excluded.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, five PNC customers who were assessed overdraft fees) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class” and are called “Settlement Class Members”.

5. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or PNC. Instead, both sides have agreed to a 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 proposed Settlement does not mean that any law was broken or that PNC did anything wrong. PNC denies all legal claims in this case. Class Representatives and their lawyers think the proposed Settlement is best for everyone who is affected.

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WHO IS PART OF THE SETTLEMENT

If you received notice of the Settlement by a postcard addressed to you, then you are a Settlement Class Member. But even if you did not receive a postcard, you may be a Settlement Class Member, as described below.

6. Who is included in the Settlement?

You are a member of the Settlement Class if you:

- Had a PNC consumer deposit account that you could access with a PNC debit card anytime between January 1, 2004 and August 15, 2010 (the “Class Period”); and
- Were charged two or more overdraft fees for debit card transactions posted to your account on a single day during the Class Period listed above, at least one of which was caused by PNC’s practice of posting debit card transactions from highest to lowest dollar amount.
- If you had an account with a bank that merged into PNC during the Claims Period and your account was converted into a PNC account, overdraft fees you paid to your prior bank may be covered by the Settlement, but to recover any money from these overdrafts you would have to submit a claim, as explained below. For former National City Bank customers whose accounts were converted to PNC accounts, the Settlement only covers overdraft fees assessed to these accounts on or after June 22, 2010, through August 15, 2010.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at www.PNCBankOverdraftSettlement.com or call the toll free number, 1-877-264-9597. You may also send questions to the Settlement Administrator at PNC Overdraft Settlement, PO Box 3219, Portland, OR 97208-3219.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members. PNC will pay \$90,000,000 to a Settlement Fund to make payments to eligible Settlement Class Members, as well as to pay for attorneys’ fees, costs, and expenses, and special service payments to the five Class Representatives who prosecuted the lawsuit (*see* Question 21). PNC has also agreed to change, for a period of at least three years, the order in which it posts debit card transactions for consumer accounts to a time ordered posting method (*see* Question 11). Finally, PNC has agreed to pay costs associated with administering the Settlement. If there are any funds remaining in the Settlement Fund after payments are made to Settlement Class Members, all remaining funds will be distributed to a nonprofit organization or organizations agreed upon by Class Counsel and PNC and approved by the Court.

9. How much will my payment be?

Any payment you are eligible to receive will be based on the number of overdraft fees charged to your PNC consumer deposit account as a result of posting debit card transactions high to low between January 1, 2004 and August 15, 2010. It is not possible to know at this point how much any Settlement Class Member’s payment from the Settlement will be. Only a small percentage of all overdraft fees that were charged by

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PNC were affected by high to low posting. So, not every overdraft fee that was charged is eligible for payment under this Settlement.

10. When will I receive my payment?

Settlement Class Members who submit valid claims and/or are entitled to automatic payments will receive their payments, either by account credit (for current PNC customers) or by check, only after the Court grants final approval to the Settlement and after any appeals are resolved (see “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

11. What other benefits does the Settlement provide?

PNC has also agreed to implement the following change to its business practices: Within one year of the date that the Settlement becomes final, PNC will change the order in which it posts debit card transactions from highest to lowest dollar amount to a method of time ordered posting. This generally means that PNC will post debit card transactions in the order in which they are received by PNC. The process of posting electronic debits is complex and PNC will use its discretion in dealing with items that cannot practically be posted in time order. Also, PNC’s posting of items other than electronic debit card transactions, including checks and ACH transactions, is outside this Settlement and PNC retains its discretion as to the posting order of these categories of items. Unless there is a change in the law, or certain limited circumstances, such as guidance from its regulators, that requires some other posting order, PNC will not change from time ordered posting to another method for at least three years.

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

Unless you exclude yourself from the Settlement, you can’t sue PNC, or be part of any other lawsuit against PNC about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at www.PNCBankOverdraftSettlement.com and describes the claims that you give up if you remain in the Settlement.

HOW TO RECEIVE A PAYMENT

13. How can I receive a payment?

Payments will be calculated in two ways, depending on the dates overdraft fees were charged to your PNC account. Payments will either be made by mailed check or as an automatic credit to your PNC consumer deposit account.

| Type of Payment | Account Origin | Overdraft Fee Charge Time Period | Class Member Action Required |
|------------------------------------|--|--|---|
| Automatic (No Claim Form Required) | PNC consumer deposit accounts | July 7, 2004 through August 15, 2010 for PNC accounts that remain open or were closed after July 21, 2010. | None-Payment will be made automatically |
| Automatic (No Claim Form Required) | National City Bank consumer deposit accounts that converted to PNC | June 22, 2010 through August 15, 2010. | None-Payment will be made automatically |

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| Type of Payment | Account Origin | Overdraft Fee Charge Time Period | Class Member Action Required |
|--------------------------------------|---|---|---|
| Non-Automatic (Claim Form Required) | PNC consumer deposit accounts | January 1, 2004 through July 6, 2004 | File a Claim Form (<i>see</i> Question 15) |
| Non-Automatic (Claim Form Required) | PNC consumer deposit accounts | For PNC accounts closed between July 7, 2004 through July 21, 2010. <u>However, no Claim Form is required if you have received a postcard in the mail notifying you of this Settlement.</u> | File a Claim Form (<i>see</i> Question 15) |
| Non-Automatic (Claim Form Required) | United Trust Bank consumer deposit accounts | January 1, 2004 through March 19, 2004 | File a Claim Form (<i>see</i> Question 15) |
| Non-Automatic (Claim Form Required) | Former banking subsidiaries of Mercantile Bankshares Corporation, namely Mercantile Safe Deposit and Trust Company, The Citizens National Bank, Mercantile Southern Maryland Bank, Westminster Union Bank, Mercantile County Bank, Mercantile Eastern Shore Bank, Farmers & Mechanics Bank, The Annapolis Banking and Trust Company, The National Bank of Fredericksburg, Marshall National Bank and Trust Company and Mercantile Peninsula Bank accounts | January 1, 2004 through September 14, 2007 | File a Claim Form (<i>see</i> Question 15) |
| Non- Automatic (Claim Form Required) | Yardville National Bank | January 1, 2004 through March 7, 2008 | File a Claim Form (<i>see</i> Question 15) |
| Non-Automatic (Claim Form Required) | The banking subsidiaries of Sterling Financial Corp., namely Bank of Lancaster County, Bank of Hanover, Bay First Bank, PennSterling Bank, Bank of Lebanon County, Pennsylvania State Bank, Delaware Sterling Bank & Trust Co. accounts | January 1, 2004 through August 8, 2008 | File a Claim Form (<i>see</i> Question 15) |

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Automatic Payments:

Settlement Class Members who were charged overdraft fees during the time period for automatic settlement payments due to posting of debit card transactions from highest to lowest dollar amount will receive payments from the Settlement automatically, either as account credits (if the Settlement Class Member still holds the PNC account) or in the form of a check (if the Settlement Class Member no longer holds the PNC account).

If you are entitled to an *automatic* payment for overdraft fees charged to your account, you do not have to do anything in order to receive that payment. As long as you do not exclude yourself from the Settlement (*see* Question 17), the payment will be made automatically, either by a credit to your PNC account or (if you no longer have that PNC account) by check mailed to you at the address PNC has on file or at such updated address as the Settlement Administrator can identify. Please contact the Settlement Administrator if you change your address.

Non-Automatic Payments:

Settlement Class Members who were charged overdraft fees during the time period for non-automatic settlement payments due to posting of debit card transactions from highest to lowest dollar amount may receive payments from the Settlement by submitting a Claim Form (*see* Question 15). The Claims Periods are shown in the chart above.

14. Can I get an automatic payment *and* submit a claim?

Yes. If you have eligible overdrafts in more than one time period, it is possible to get an automatic payment and submit a claim for a non-automatic payment. As long as the overdrafts to your account meet the conditions outlined for non-automatic payments in Question 13, you may submit a claim. For example, assume a Settlement Class Member incurred overdraft fees as a result of high-to-low posting both on an account at an acquired bank and on that account after it was converted to a PNC account. The Settlement Class Member would receive an automatic payment for the time the account was with PNC, and the Settlement Class Member may submit a claim for overdraft fees covered by the non-automatic payment time period. The Settlement Class Member will still receive the amount determined for the automatic time period even if he does not submit a claim.

15. How do I submit a claim for a non-automatic payment?

You can submit a claim online or by mail. You can view and print a paper Claim Form at www.PNCBankOverdraftSettlement.com. You also can request that a Claim Form be mailed to you by calling 1-877-264-9597, by emailing or mailing your request to the Settlement Administrator. **YOU SHOULD NOT CALL PNC, BECAUSE PNC DOES NOT HAVE THE INFORMATION NECESSARY FOR YOU TO SUBMIT A CLAIM FORM.**

Claims can be submitted *only* for eligible overdraft fees charged to your account during a Claims Period, that is, from January 1, 2004 through July 6, 2004 for PNC accounts or for PNC accounts that were closed between July 7, 2004 and July 21, 2010, **if you have not received a postcard notice in the mail notifying you of the Settlement** or for one of the Claims Periods outlined in the above chart for transactions that occurred while you were a customer of a bank that was merged into PNC during the period January 1, 2004 through August 15, 2010. Payments for overdraft fees between July 7, 2004 and August 15, 2010 for PNC accounts that remain open or that were closed after July 21, 2010 (and, for former National City customers, between June 22, 2010 and August 15, 2010) will all be made automatically without any need to submit a claim. Any Claim Form requesting a payment based on overdraft fees charged outside an applicable Claims

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Period will not be considered. However, as stated above, you may submit a claim based on overdraft fees charged to your account during a Claims Period even if you think you may *also* be entitled to an automatic payment for transactions that occurred outside a Claims Period.

With the exception of some PNC accounts that were closed between July 7, 2004 and July 21, 2010, if you submit a claim, you also must provide documents (account statements) supporting your claim.

For each overdraft fee for which you are asking for a payment, you must provide: (1) the monthly account statement showing the transaction that caused the fee to occur, (2) (if different) the account statement on which the fee appeared, and (3) the account statement after the one on which the fee appeared. If you are seeking payment for overdraft fees that were charged to your account on more than three different days, you must also submit a worksheet explaining why you believe those fees were charged due to the posting of debit card transactions from highest to lowest dollar amount. The Settlement Administrator may require you to provide additional documents.

Claims must be postmarked or uploaded to the website no later than **July 16, 2013** and paper claims must be mailed to:

PNC Overdraft Settlement
PO Box 3219
Portland, OR 97208-3219

16. How will my claim be decided?

After you submit your claim, the Settlement Administrator will analyze your claim and your supporting documents (including, if applicable, your worksheet) to confirm whether you are entitled to a payment. If your application is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your claim. If you do not, your claim will be denied. If the overdraft fees that are the subject of your claim were charged to your account during a Claims Period due to the posting of debit card transactions from highest to lowest dollar amount, would not have been charged under the alternative method used for the Settlement calculation, and were not refunded or charged off for non-payment, you will be eligible for a payment.

The Settlement Agreement, available at www.PNCBankOverdraftSettlement.com, provides more detail on how claims will be decided.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep the right to sue PNC 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.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to the Settlement Administrator. Your request must include:

- Your name, address, telephone number, and account number;
- A statement that you want to be excluded from the PNC Overdraft Settlement in *In re: Checking Account Overdraft Litigation*, 1:09-MD-02036-JLK; and
- Your signature.

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You must mail your exclusion request, postmarked no later than **April 12, 2013**, to PNC Overdraft Settlement, PO Box 3219, Portland, OR 97208-3219. You cannot ask to be excluded on the phone, by email, or at the website.

18. If I do not exclude myself, can I sue PNC for the same thing later?

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

19. If I exclude myself, can I still get a payment?

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

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Settlement Class Counsel.” They include:

| | | | |
|--|--|---|--|
| Bruce S. Rogow, Esq. BRUCE S. ROGOW, P.A. Broward Financial Center 500 East Broward Blvd Suite 1930 Fort Lauderdale, FL 33394 | Aaron S. Podhurst, Esq. PODHURST ORSECK, P.A. 25 West Flagler St Suite 800 Miami, FL 33130 | Robert C. Gilbert, Esq. GROSSMAN ROTH, P.A. 2525 Ponce de Leon Blvd 11th Floor Coral Gables, FL 33134 | E. Adam Webb WEBB, KLAUSE & LEMOND, L.L.C. 1900 The Exchange SE Suite 480 Atlanta, GA 30339 |
|--|--|---|--|

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will the lawyers be paid?

Class Counsel intend to request up to 30 percent of the cash amount of the Settlement for attorneys’ fees plus reimbursement of the costs and expenses of prosecuting the class action. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees to award. Class Counsel will also request that special service payments of \$10,000 each, or \$5,000 each for married couples, be paid from the Settlement Fund to the five Class Representatives for their service as representatives on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

22. How do I tell the Court that I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s requests for fees and expenses, and/or the special service payments to the five Class Representatives. To object, you must submit a letter that includes the following:

- Your name, address, and telephone number;

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- A statement saying that you object to the PNC Settlement in *In re: Checking Account Overdraft Litigation*, 1:09-md-02036-JLK;
- The reasons you object to the Settlement, along with any supporting materials;
- Information about other objections you or your lawyer have made in other class action cases; and
- Your signature.

The requirements to object to the Settlement are described in detail in the Settlement Agreement in paragraphs 74 and 75. You must mail your objection to each of the following three addresses, and your objection must be postmarked by **April 12, 2013**:

| | | |
|---|--|---|
| Clerk of the Court U.S. District Court for the Southern District of Florida James Lawrence King Federal Justice Building 99 Northeast Fourth Street Miami, FL 33132 | Robert C. Gilbert, Esq. GROSSMAN ROTH, P.A. 2525 Ponce de Leon Boulevard 11th Floor Coral Gables, FL 33134 | Philip N. Yannella, Esq. BALLARD SPAHR LLP 1735 Market Street 51st Floor Philadelphia, PA 19103 |
|---|--|---|

23. What is the difference between objecting and asking to be excluded?

Objecting is simply 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. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

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

The Court has scheduled a Final Approval Hearing on **May 17, 2013 at 11:00 a.m.** at the United States District Court for the Southern District of Florida, Miami Division, located at James Lawrence King Federal Justice Building, 99 Northeast Fourth Street, 11th Floor, Miami, FL 33132. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.PNCBankOverdraftSettlement.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. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

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25. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend the hearing 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 addresses, and it complies with the other requirements described in paragraphs 74 and 75 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

26. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the PNC Bank Settlement in *In re: Checking Account Overdraft Litigation*, 1:09-md-02036-JLK;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that you will present to the Court; and
- Your signature.

You must send copies of your Notice of Intention to Appear, postmarked by **April 12, 2013**, to all three addresses listed in Question 22. You cannot speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.PNCBankOverdraftSettlement.com. You also may write with questions to the Settlement Administrator at PNC Overdraft Settlement, PO Box 3219, Portland, OR 97208-3219 or call the toll-free number, 1-877-264-9597.

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