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Overdraft Fee and Credit Card Practices: New Regulations and Litigation Trends

Minimizing Litigation Exposure and Preparing for Heightened Regulatory Scrutiny

TUESDAY, NOVEMBER 2, 2010

1pm Eastern | 12pm Central | 11am Mountain | 10am Pacific

Today's faculty features:

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"I warn you, Sir! The discourtesy of this bank is beyond all limits. One word more and I—I withdraw my overdraft."

Punch Magazine, Vol. 152, June 27, 1917



KRCL LITIGATION ALERT—MORE CONFLICT AND DEBATE ON THE OVERDRAFT LITIGATION ROAD

By Kenneth Johnston, James Greer, and Julie Biermacher

Introduction

Courts across the country have seen a proliferation of class-action lawsuits challenging overdraft practices and policies. As discussed in a previous KRCL Litigation Alert from June 2010,¹ at least fifty-seven putative class-action lawsuits are pending nationwide. These lawsuits challenge the methods used by banks in posting and processing debit transactions. The plaintiffs generally assert that banks improperly reorder debit transactions in "high-to-low" order, thereby causing artificially high overdraft fees. In response, the defendants generally assert that "high-to-low" posting is authorized by law and regulation.

This Alert provides brief background on the overdraft litigation landscape; discusses a recent ruling adverse to a bank; highlights new data which suggests that consumers want the overdraft protection that is at the heart of the class-action litigation; and raises questions about the propriety of courts regulating the price of overdraft fees.

The Overdraft Litigation Landscape

In June 2009, in an effort to uniformly administer the growing number of overdraft lawsuits, the Judicial Panel on Multidistrict Litigation consolidated the pretrial proceedings for overdraft cases pending in the federal courts (the "Overdraft MDL").² The Panel has transferred to the Overdraft MDL all but a few overdraft cases pending in the federal courts. One exception is a California case styled Veronica Gutierrez, Erin Walker and William Smith, as individuals and on behalf of all others similarly situated v. Wells Fargo Bank, N.A., Cause No. 07-05923 ("Gutierrez").

At present, the Overdraft MDL is on hold pending subject matter jurisdiction rulings by the Eleventh Circuit.³ Because the plaintiffs in Gutierrez filed their lawsuit in November 2007, well before the Overdraft MDL, the Panel denied its transfer to the Overdraft MDL. Gutierrez proceeded to a bench trial on May 7, 2010. Gutierrez is significant because it is the only case that has proceeded to trial and resulted in an adverse ruling against a bank.

On August 10, 2010, the Gutierrez court issued Findings of Fact and Conclusions of Law in favor of the Gutierrez plaintiffs on several critical issues explained in detail below.⁴ Based on the court's findings, injunctive relief was ordered and significant restitution was awarded to the Gutierrez class members. In response, on September 8, 2010, Wells Fargo filed an appeal.

Thus, the overdraft cases will likely continue for the foreseeable future.

What Happened in Gutierrez?

Gutierrez, as well as most overdraft litigation, did not directly challenge the general policy of overdraft fees. This is no surprise because regulators encourage the use of overdraft fees to deter habitual overdraft usage and to promote the safety and soundness of the banking system.⁵ Nonetheless, without giving much consideration to Wells Fargo's defenses, the Gutierrez court criticized three specific overdraft practices that Wells Fargo used in its overdraft program. The court concluded that together these three practices "formed a 'one-two-three' punch to maximize the overdraft-multiplying effect of a 'high-to-low' posting order – all at the expense of customers."⁶

Based on the evidence, the Gutierrez court concluded that these practices were both "unfair" and "fraudulent" in violation of California's consumer protection statute. Significantly, the court found that "Wells Fargo affirmatively reinforced the expectation that transactions were covered in the sequence made while obfuscating its contrary practice of posting transactions in 'high-to-low' order to maximize the number of overdrafts assessed on customers."

The court's ruling conferred the following relief to a class of California customers. First, the court granted injunctive relief barring Wells Fargo from continued "high-to-low" posting effective November 30, 2010. Second, the court ordered Wells Fargo to pay restitution, which would require Wells Fargo to refund all overdraft fees that exceeded the fees that would have been generated had Wells Fargo posted debits in a purely chronological order. The court estimated the restitution to be in the neighborhood of \$203 million for the California class members.

Recent Empirical Data and Regulatory Findings Could Undermine Gutierrez

As the Gutierrez appeal and the Overdraft MDL proceed, emerging empirical data may discredit plaintiffs' contentions

The three practices criticized in *Gutierrez* involved "high-to-low" posting, transaction commingling, and use of a "shadow line" to support decisions to cover overdrafts:

- "High-to-low" posting means that when a bank receives multiple items for payment on a customer's account, the bank will pay the largest-sum items first and the smallest-sum items last. Historically, many banks and regulators supported this practice to ensure that the most important items (and typically most expensive), such as a mortgage or rent payment, would be paid. However, in practice, "high-to-low" posting can lead to more overdraft fees than would otherwise be assessed if the bank had followed a "low-to-high" or chronological posting order.
- Commingling debits entails a bank's aggregation of various debit transactions into a single batch versus a posting in a pre-specified order (i.e., payment of all checks, then payment of all debit-card transactions, etc.). Wells Fargo commingled all checks, ACH debits, cash withdrawals and debit-card transactions into a single batch and then posted high-to-low. Under this policy, the largest items will always be paid first – no matter what type of transaction it is.
- A "shadow line" refers to a credit extension available to cover insufficient funds availability on a checking account. To satisfy regulatory requirements, banks are required to establish account eligibility standards to determine which accounts qualify for overdraft protection. By use of a shadow line, Wells Fargo authorized various debit transactions to customer accounts despite the account having insufficient funds to pay for the item.

that "high-to-low" posting is improper. For example, a recent study of overdraft opt-in rates since implementation of amended Regulation E⁷ found that even with the alleged high cost of overdrafts, consumers still want overdraft coverage:

About 90 percent of overdraft revenue comes from frequent users. The Moebs study noted frequent users, those with 10 or more overdrafts in a year, almost all opted in. For all consumers, consent varied between 60 percent and 80 percent with a median of about 75 percent. The median overdraft price increased to \$28 per check in 2010 from \$26 in 2009. NSF's, where the institution returns the check, increased from \$25 per check returned in 2009 to \$27 in 2010. "Even with the price of overdraft protection going up, it appears from the opt-in numbers that the American consumer is saying they want and need overdrafts."⁸

This study also lends support to a 2008 report issued by the Government Accounting Office, which found relatively few consumer complaints about overdraft fees:

[o]ur analysis of complaint data from each of the federal regulators showed that while they receive a large number of checking account complaints, a small percentage of these complaints concerned the fees and disclosures associated with either checking or savings accounts.⁹

Despite the contentions in Gutierrez and other cases, significant evidence suggests that consumers both want and need overdraft protection.

Does Gutierrez Improperly Attempt to Regulate the Pricing of Overdraft Fees?

The Gutierrez decision may be viewed as an inappropriate attempt to regulate overdraft fees through judicial activism. Historically, bank regulators have deferred to market competition among banks to dictate fee pricing. Indeed, "[f]ederal regulators' examination procedures for Regulations DD and E do not require examiners to evaluate the reasonableness of fees associated with checking and savings accounts. According to the Federal Reserve, the statutes administered by the regulators do not specifically address the reasonableness of fees assessed."¹⁰ Industry-wide standards on fees would not be feasible because, among other things, market conditions largely determine fees.¹¹ In most situations, market conditions will prevent excessive fees because a financial institution charging significantly higher fees will likely lose business to its competitors.¹² One may argue that the Gutierrez court usurped the province of the marketplace.

Conclusion

Contrary to what news reports may suggest, the Overdraft MDL is far from over. For example, the plaintiffs' bar must still maneuver rulings favorable to banks in recent cases such as *Hassler v. Sovereign Bank*, where the Third Circuit affirmed the dismissal of a case virtually identical to Gutierrez.¹³ There, the court held that because the deposit agreement authorized non-chronological debit posting, the plaintiffs' allegations were insufficient to maintain any claims. Moreover, contrary to Gutierrez, historical case law specifically authorized Wells Fargo's "high-to-low" check posting practices.¹⁴ These cases—combined with both an obvious indication that consumers need and want overdraft protection and a regulatory regime that deferred overdraft pricing to the market—provide grounds for a robust debate about Gutierrez and how it may not impact the Overdraft MDL. Only time will tell.

Kane Russell Coleman & Logan PC is a full service law firm with offices in Dallas and Houston. Formed in 1992 with five lawyers, today KRCL has 73 lawyers. The Firm provides professional services for clients ranging from Fortune 500 companies to medium-sized public and private companies to entrepreneurs. KRCL handles transactional, litigation and insolvency matters in Texas and throughout the country.

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For more information about this topic, please contact Kenneth Johnston, James Greer, or Julie Biermacher at (214) 777-4200.



¹ <http://www.krcl.com/index.php?src=news&submenu=News&srctype=detail&category=Publications&refno=176>.

² *In re Checking Account Overdraft Litigation*, MDL No. 2036 pending in the United States District Court for the Southern District of Florida, Cause No. 1:09-MD-02036.

³ See *In re Checking Account Overdraft Litigation*, Cause No. 1:09-MD-02036, Order Granting Joint Motion to Suspend Oral Argument and Hold Motions to Dismiss in Abeyance [doc no. 795].

⁴ Findings of Fact and Conclusions of Law After Bench Trial [Doc. No. 476], available at <http://graphics8.nytimes.com/packages/pdf/business/20100811-wells.pdf>.

⁵ By way of example, 12 C.F.R. § 7.4002(b) dictates that national banks should consider deterring the misuse of the service by customers when setting overdraft fees.

⁶ Findings of Fact and Conclusions of Law After Bench Trial at p. 68 [Doc. No. 476].

⁷ See 12 C.F.R. 205 Electronic Fund Transfers (Regulation E), available at <http://www.fdic.gov/regulations/laws/rules/6500-3100.html>. Regulation E, which governs electronic funds transfers, was amended effective July 1, 2010. Under the revised Regulation E consumers must now opt-in to any overdraft protection program.

⁸ <http://www.moebis.com/Pressreleases/tabid/58/ctl/Details/mid/380/ItemID/193/Default.aspx>.

⁹ <http://www.gao.gov/new.items/d08281.pdf> at p. 25.

¹⁰ <http://www.gao.gov/new.items/d08281.pdf> at p. 26; See also 12 C.F.R. 230 Truth in Savings (Regulation DD) and 12 C.F.R. 205 Electronic Fund Transfers (Regulation E).

¹¹ Id.

¹² <http://www.gao.gov/new.items/d08281.pdf> at p. 27.

¹³ See 374 Fed. Appx 341, 2010 WL 893134 (C.A.3 N.J.), affirming *Hassler v. Sovereign Bank*, 644 F.Supp.2d 509 (D. N.J. 2009).

¹⁴ See *Fetter v. Wells Fargo Bank Texas, N.A.*, 110 S.W.3d 683 (Tex.App.—Houston [14th Dist.] 2003, no writ) (holding that the Uniform Commercial Code and deposit agreements authorized the bank to post checks in any order).

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Alabama	1:09-CV-00549	Willie James Moore v. BBVA Compass, et al.	BBVA Compass Banco Bilbao Vizcaya Argentaria, S.A.
Arizona	4:09-cv-00075	Georgio Churchwell v. Wells Fargo Bank, N.A., et al.	Wells Fargo Bank, N.A. Wells Fargo & Co.
California	2:09-cv-00176	Adam Najemy v. Bank of America Corp., et al.	Bank of America Corp. Bank of America, N.A.
	2:09-cv-06967	Andrea Luquetta v. J.P. Morgan Chase Bank, N.A.	J.P. Morgan Chase Bank, N.A.
	2:10-cv-00550	Robert Townsend v. Wells Fargo Bank & Co., et al.	Wells Fargo Bank & Co. Wells Fargo Bank, N.A. J.P. Morgan Chase Chase Bank USA, N.A.
	2:10-cv-02469	Betty Orallo v. Bank of the West	Bank of the West

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
California	2:10-cv-03423	Victor M. Braden, et al. v. Wells Fargo Bank, N.A., et al.	Wells Fargo Bank, N.A. Wells Fargo & Co.
	8:10-cv-00527	Laura Knighten v. Bank of America, N.A.	Bank of America, N.A.
	3:07-cv-05923	Claudia Sanchez, et al. v. Wells Fargo & Co., et al.	Wells Fargo & Co. Wells Fargo Bank, N.A.
	3:08-cv-04610	Celia Spears-Haymond v. Wachovia Corp., et al.	Wachovia Corp. Wachovia Bank, N.A.
	3:08-cv-05739	Donna McMillian, et al. v. Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.
	3:09-cv-01579	George T. Burke v. U.S. Bancorp, et al.	U.S. Bancorp U.S. Bank, N.A.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
California	3:09-cv-02071	Willyum Waters, et al. v. U.S. Bancorp, et al.	U.S. Bancorp U.S. Bank, N.A.
	3:09-cv-02186	Steve Yourke, et al. v. Bank of America, N.A., et al.	Bank of America, N.A. Bank of America Corp. California Bank of America
	3:09-cv-04700	Linda D. Ray v. Wells Fargo & Co., et al.	Wells Fargo & Co. Wells Fargo Bank, N.A.
	3:09-cv-05338	Josh Naehu-Reyes v. Unionbancal Corp., et al.	Unionbancal Corp. Union Bank of California, N.A.
	3:09-cv-05622	Katherine Anne Williams v. Wachovia Bank, N.A.	Wachovia Bank, N.A.
	3:10-cv-03956	Loretta A. Billen v. Bank of the West	Bank of the West

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
California	4:08-cv-05101	Mike Amrhein v. Citibank, Inc., et al.	Citibank, Inc. Citibank, N.A. Citibank, F.S.B.
	4:09-cv-03250	Cynthia Larsen v. Union Bank, N.A., et al.	Union Bank, N.A. Unionbancal Corp.
	4:10-cv-02736	Saynyohoh Dee v. Bank of the West	Bank of the West
	3:09-cv-02115	John D. Kirkland v. JP Morgan Chase Bank	JP Morgan Chase Bank
	3:09-cv-02179	Sandra Quarles v. Union Bank, N.A., et al.	Union Bank, N.A. Unionbancal Corp.
	3:09-cv-02232	Donald Kimenker v. U.S. Bancorp, et al.	U.S. Bancorp US Bank National Association

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Colorado	1:09-cv-00253	Lynn Egan v. Wells Fargo & Co., et al.	Lynn Egan v. Wells Fargo & Co. Wells Fargo Bank, N.A.
	1:09-cv-02940	Preston & Associated Intn'l, P.C. v. Wells Fargo & Co., et al.	Wells Fargo & Co. Wells Fargo Bank, N.A.
Connecticut	3:10-cv-01448	Kelly v. Webster Bank NA	Webster Bank NA
Washington DC	1:10-cv-00040	Anne-Marie Mascaro v. TD Bank, Inc.	TD Bank, Inc
	1:10-cv-00232	Ramona Trombley, et al. v. National City Bank	National City Bank
Florida	2:10-cv-00376	Jeffrey M. Eno, et al. v. M&I Marshall & Ilsley Bank	M&I Marshall & Ilsley Bank

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Florida	1:10-cv-00090	Shane Swift v. BancorpSouth, Inc.	BancorpSouth, Inc.
	0:10-cv-60505	Michelle Keyes v. Fifth Third Bank	Fifth Third Bank
	1:08-cv-22463	Melanie L. Garcia v. Wachovia Bank, N.A.	Wachovia Bank, N.A.
	1:08-cv-23323	Ralph Tornes, et al. v. Bank of America, N.A.	Bank of America, N.A.
	1:09-cv-21863	Anthony Scott Poulin v. Wachovia Bank, N.A.	Wachovia Bank, N.A.
	1:09-cv-22623	Raisa Construction Corp. v. Colonial Bank	Colonial Bank Branch Banking & Trust Co.
	1:09-cv-23126	April Speers v. U.S. Bank, N.A.	U.S. Bank, N.A.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Florida	1:09-cv-23127	Estella A. Lopez, et al. v. J.P. Morgan Chase Bank, N.A.	J.P. Morgan Chase Bank, N.A.
	1:10-cv-21283	Michelle Keyes v. Fifth Third Bank	Fifth Third Bank
	1:10-cv-21556	Stephen T. Anderson v. Compass Bank	Compass Bank
	1:10-cv-21771	Robert A. Matos v. National City Bank	National City Bank
	1:10-cv-21868	Fernando Hernandez, et al. v. PNC Bank, N.A.	PNC Bank, N.A.
	1:10-cv-21870	Gregory D. Mazzadra, et al. v. TD Bank, Inc.	TD Bank, Inc.
	1:10-cv-22190	Michael Dasher v. RBC Bank (USA)	RBC Bank (USA)
Georgia	1:06-cv-00560	Ken Vollmer v. Wachovia Bank, N.A.	Wachovia Bank, N.A.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Georgia	1:09-cv-01558	Jeffrey Buffington, et al. v. SunTrust Banks, Inc..	SunTrust Banks, Inc.
	1:09-cv-01744	Faith Gordon v. Branch Banking & Trust Co.	Branch Banking & Trust Co.
	1:09-cv-02017	Linda McDaniel v. J.P. Morgan Chase Bank, N.A.	J.P. Morgan Chase Bank, N.A.
	1:09-cv-02079	William W. Powell, Jr., et al. v. Bank of America Corp.	Bank of America Corp.
	1:09-cv-02148	Juanita Dickerson v. Wachovia Bank, N.A.	Wachovia Bank, N.A.
	1:09-cv-02545	Lawrence D. Hough, et al. v. Regions Financial Corp.	Regions Financial Corp.
	1:10-cv-00271	Marlene Willard v. Fifth Third Bancorp	Fifth Third Bancorp
	1:10-cv-01176	Howard Watson Green, Jr. v. Wachovia Bank, N.A.	Wachovia Bank, N.A.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Georgia	1:10-cv-02747	Griner et al v. Synovus Bank	Synovus Bank
	1:10-cv-03027	Childs et al v. Columbus Bank & Trust et al	Columbus Bank & Trust Synovus Bank Synovus Financial Corp.
Illinois	1:09-cv-04381	M. Roger Olds v. U.S. Bank, N.A.	U.S. Bank, N.A.
	1:09-cv-05909	Yi Tang v. TCF Financial Corp.	TCF Financial Corp.
	1:09-cv-06655	Shannon Schulte v. Fifth Third Bank	Fifth Third Bank
	1:10-cv-00533	Jessica Duval v. Citizens Financial Group, Inc.	Citizens Financial Group, Inc.
	1:10-cv-02543	Stephanie N. Blahut v. Harris, NA	Harris, NA

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Illinois	1:10-cv-05961	Solomon v. Bank of America, N.A. et al	Bank of America, N.A. U.S. Asset Management, Inc. Collecto, Inc. NCO Financial Systems, Inc.
Louisiana	2:09-cv-07776	Erich Webb Bailey v. SunTrust Bank, et al.	SunTrust Bank SunTrust Banks, Inc. Federal Reserve Bank of Atlanta
	2:10-cv-01505	Leanne Steen v. Capital One Financial Corp., et al.	Capital One Financial Corp. Capital One Bank, N.A.
Massachusetts	1:09-cv-12118	Carly A. Dwyer v. Toronto-Dominion Bank	Toronto-Dominion Bank
	1:10-cv-10386	Eric Daniels v. Citizens Financial Group, Inc.	Citizens Financial Group, Inc.
	1:10-cv-11493	Shirley Durgin, et al. v. RBS Citizens, N.A., et al.	RBS Citizens, N.A. Citizens Bank of Pennsylvania

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Maryland	1:09-cv-02207	Maxine Aarons Given v. M&T Bank Corp.	M&T Bank Corp.
Michigan	1:09-cv-00880	Michelle Gulley v. Huntington Bancshares, Inc., et al.	Huntington Bancshares, Inc. Huntington National Bank
Minnesota	0:10-cv-03943	Kimberly Pellett, et al. v. TCF Bank, N.A., et al.	TCF Bank, N.A. TCF Financial Corp.
Missouri	4:10-cv-00328	Leslie J. Wolfegeher v. Commerce Bank, N.A.	Commerce Bank, N.A.
	4:10-cv-00595	Michael McKinley v. Great Western Bank	Great Western Bank
	4:10-cv-00654	David Johnson v. UMB Bank N.A., et al.	UMB Bank N.A. UMB Financial Corp
	4:10-cv-00685	Harold J. Joseph, Jr. v. Commerce Bank N.A., et al.	Commerce Bank N.A. Commerce Bancshares, Inc.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
North Carolina	5:10-cv-00329	Stephanie Avery v. RBC Bank	RBC Bank
	1:09-cv-00619	Doris Powell-Perry v. Branch Banking & Trust, Inc., et al.	Branch Banking & Trust, Inc. Branch Banking & Trust Co. BB&T Corp.
	1:09-cv-00678	Lacy Barras v. Branch Banking & Trust Co.	Branch Banking & Trust Co.
New Jersey	1:08-cv-05263	Ryan Phillip Pena v. Wachovia Bank, N.A.	Wachovia Bank, N.A.
	1:10-cv-00136	Donald Kimenker v. TD Bank, N.A., et al.	TD Bank, N.A. TD Bank Financial Group
	1:10-cv-02718	John C. Chierici v. Citizens Financial Group, Inc., et al.	Citizens Financial Group, Inc.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
New Jersey	2:09-cv-02138	Daniel Dachille, et al. v. Bank of America, N.A., et al.	Bank of America, N.A. Bank of America Corp.
	2:09-cv-05155	Virgilio S. Casayuran, Jr. v. PNC Bank, N.A.	PNC Bank, N.A.
New Mexico	6:09-cv-01072	Marc Martinez v. Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.
Nevada	3:09-cv-00065	Diane Martenson v. Wells Fargo Bank, N.A., et al.	Wells Fargo Bank, N.A. Wells Fargo & Co.
New York	1:09-cv-08780	Angela Walsh-Duffy, et al. v. JP Morgan Chase Bank, N.A., et al.	JP Morgan Chase Bank, N.A. JP Morgan Chase & Co.
	1:10-cv-04172	Jane Emmons v. Webster Bank, N.A.	Webster Bank, N.A.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Ohio	1:10-cv-0060	Nicholas J. Benedetti v. Key Corp., et al.	Key Corp. Key Bank, National Association
Oklahoma	5:10-cv-00901	Terry Case v. Bank of Oklahoma, N.A.	Bank of Oklahoma, N.A.
Oregon	3:09-cv-00409	April Speers v. U.S. Bank, N.A.	U.S. Bank, N.A.
	3:09-cv-01329	Dolores Gutierrez v. Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.
Pennsylvania	2:10-cv-00731	Todd M. Mosser v. TD Bank, N.A.	TD Bank, N.A.
Rhode Island	1:10-cv-00163	Michael L. Blankenship v. RBS Citizens, N.A., et al.	RBS Citizens, N.A. Citizens Bank of Pennsylvania Citizens Financial Group, Inc.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Texas	9:09-cv-00146	James E. Spikes, et al. v. Regions Bank	Regions Bank
	3:10-cv-00326	Delphia Simmons v. Comerica, Inc.	Comerica, Inc.
	4:09-cv-02578	Vada Mitchell, et al. v. Wells Fargo Bank, N.A., et al.	Wells Fargo Bank, N.A. Wells Fargo & Co.
	4:10-cv-03911	Bevins v. International Bancshares Corporation	International Bancshares Corporation
Washington	2:10-cv-00356	Brown et al. v. US Bank National Association	US Bank National Association
	2:08-cv-01476	Alex Zankich, et al. v. Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.

State and Parties involved in the Overdraft MDL (October 2010)



STATE	CASE NUMBER	CASE NAME	BANKS INVOLVED
Washington	2:10-cv-00304	David M. Johnson v. KeyBank National Association	KeyBank, National Association
	3:10-cv-00182	Pamela Harris v. Associated Banc-Corp.	Associated Banc-Corp.