

Court of Common Pleas of Butler County, Pennsylvania

**If you are a deposit account customer of NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and were charged any Retry NSF Fee between January 1, 2017, and December 31, 2022, then you may be entitled to a payment from a class action settlement.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against NexTier Bank, N.A. (“Defendant”) in a lawsuit claiming a breach of contract regarding Defendant’s alleged assessment or disclosure of multiple Insufficient Funds (“NSF”) fees or Overdraft (“OD”) fees on the alleged same item. Defendant denies it did anything wrong, and the Court has not decided who is right.
- The Settlement includes anyone who is a deposit account customer of Defendant NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017, and December 31, 2022, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class includes both consumer and business customers. The Settlement Class does not include any Person who held a deposit account with Mars Bank on February 16, 2024.
- If you are member of the Settlement Class, you do not need to do anything to receive your benefit. If the Settlement receives final approval from the Court, you will get your benefit automatically. Current customers will receive an account credit. Former customers will receive a check.

**Please read this Notice fully and carefully; the proposed Settlement affects your legal rights.**

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>OPT OUT OF THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO LEGAL CLAIMS</b>	You can choose to opt out of the Settlement by <b>May 19, 2025</b> . You will keep your individual legal claims against Defendant, but you will not receive a payment from the Settlement Fund. If you opt out of the Settlement but want to recover against Defendant, you will have to file a separate lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	You can file an objection with the Court by <b>May 19, 2025</b> , explaining why you believe the Court should reject the Settlement.
<b>DO NOTHING</b>	If you do nothing, you may be eligible to receive a benefit from the Settlement Fund. If you are eligible and do not exclude yourself from the Settlement, you will receive this benefit automatically. By doing nothing, you will also release your legal claims against Defendant, and you will be bound by the terms of the Settlement.

These rights and options—*and the deadlines to exercise them*—along with the material terms of the Settlement are explained in this Notice.

**Questions? Call 1-877-806-7572 or visit [www.NexTierLitigation.com](http://www.NexTierLitigation.com).**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of a class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available and how to get settlement benefits.

The lawsuit being settled is entitled *Diana Heuser et al. v. NexTier Bank, N.A.*, Case No. AD-2023-10076. The Lawsuit is pending in the Court of Common Pleas of Butler County, Pennsylvania. The case is a “class action.” The persons who filed the lawsuits are called the “Plaintiffs” and the company sued, NexTier Bank, N.A., is called the “Defendant.”

### 2. What is the lawsuit about?

This lawsuit claims a breach of contract regarding Defendant’s alleged assessment or disclosure of multiple NSF fees or OD fees on the alleged same item. The Complaint can be read at [www.NexTierLitigation.com](http://www.NexTierLitigation.com).

Defendant denies the allegations in the lawsuit and is entering into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint regarding Retry NSF Fees, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. The Defendant’s Preliminary Objections to Plaintiff’s Complaint can be found at [www.NexTierLitigation.com](http://www.NexTierLitigation.com). The Court has not decided who is right.

### 3. What is a “Retry NSF Fee”?

A Retry NSF Fee is a non-sufficient fund (“NSF”) fee and/or overdraft (“OD”) fee assessed or charged by Defendant in connection with a check or ACH payment item drawn on a checking account that (a) was resubmitted by a merchant or the merchant’s bank with a “RETRY PYMT” indicator after the initial request for payment was declined because the customer’s account had an insufficient available balance within the prior 10 calendar days or (b) was preceded by another returned check or ACH entry submitted by the same merchant or merchant’s bank in the same amount within the prior 10 calendar days.

### 4. Why is this lawsuit a class action?

In a class action, plaintiffs sue on behalf of all people who have similar claims. In this lawsuit, the Class Representative, Diana Heuser, is acting on behalf of all persons who fit the Class definition decided by the Court. Together, all these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

### 5. Why did the Parties settle?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. Plaintiffs and the lawyers for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the benefits of the Settlement and the risks and uncertainty associated with continued litigation.

## WHO IS IN THE SETTLEMENT

### 6. How do I know if I am part of the Settlement?

The Court decided that the Settlement Class includes any person who is a deposit account customer of Defendant NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017, and December 31, 2022, inclusive, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class includes both consumer and business customers. The Settlement Class does not include any Person who held a deposit account with Mars Bank on February 16, 2024.

**Questions? Call 1-877-806-7572 or visit [www.NexTierLitigation.com](http://www.NexTierLitigation.com).**

If you received Notice, then Defendant's records indicate that you are a member of the Settlement Class and are entitled to receive a cash payment from the Settlement Fund.

## **7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.NexTierLitigation.com](http://www.NexTierLitigation.com) or call the Settlement Administrator's Settlement Toll-Free Number at 1-877-806-7572.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

### **8. What does the Settlement Provide?**

According to the Settlement Agreement, a \$165,000.00 Settlement Fund will be established for the Settlement and will be used to pay for (1) Notice and Administrative Expenses; (2) Taxes and Tax-Related Expenses; (3) Service Award Payment approved by the Court; and (4) attorneys' fees, costs, and expenses. The amount remaining after these items are paid or allocated, if any, is the "Net Settlement Fund." The Net Settlement Fund will then be used to make an automatic Individual Payment (an account credit or payment by check) to all Settlement Class Members (who do not request exclusion from the Class).

### **9. How will the amount of account credits and cash payments be determined?**

Members of the Settlement Class will be paid per incurred Retry NSF Fee calculated as follows:

$$\left( \frac{\text{Net Settlement Fund}}{\text{Total Retry NSF Fees of participating Settlement Class Members}} \right) \times (\text{Total Retry NSF Fees of individual participating Settlement Class Member}) = \text{Individual Payment.}$$

Payments to individual class members ("Individual Payments") will be made as follows:

- For those Class Members who were charged a Retry NSF Fee and still have an active account with NexTier Bank at the time of the distribution of the Net Settlement Fund, a credit in the amount of the Individual Payment they are entitled to receive shall be applied to that account.
- If that account is no longer active, then a credit may be made to any checking or savings account that Class Member still maintains at NexTier Bank that is held by them individually.
- For those Class Members who are not current customers of NexTier Bank at the time of the distribution of the Net Settlement Fund or at that time do not have an individual account, they will be sent a check by the Settlement Administrator at the address used to provide the Notice, or at such other address as designated by the Class Member.
- In the event that a Settlement Class Member's account that was charged a Retry NSF Fee becomes inactive between the time when the information is provided by NexTier Bank and the account credit is attempted, and there is not an alternative account for NexTier Bank to credit with the payment, NexTier Bank will return the settlement payment amount for that individual Class Member to the Settlement Administrator, which will then send the payment by check to the Class Member.

### **10. What am I giving up to receive settlement benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other action for all Released Claims against the Released Parties (including Defendants) that relates to this lawsuit.

### **11. What are the Released Claims?**

The Settlement Agreement in Section 14, "General Release," describes the Releases, Released Claims, and Released Parties in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.NexTierLitigation.com](http://www.NexTierLitigation.com) or in the public Court records on file in these lawsuits. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 of this Notice for free, or you can talk to your own lawyer at your own expense.

**Questions? Call 1-877-806-7572 or visit [www.NexTierLitigation.com](http://www.NexTierLitigation.com).**

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 12. Do I have to file a claim to receive settlement benefits?

No, if the Settlement is approved, Individual Payments will be made automatically by account credit or check. You do not need to file a claim to receive an Individual Payment.

### 13. What happens if my contact information changes?

If you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-877-806-7572 or by writing to:

NexTier Settlement Administrator  
P.O. Box 5596  
Portland, OR 97228-5596

### 14. When will I receive my settlement benefits?

Individual Payments will be provided to Settlement Class Members by account credit or check after the Settlement is approved by the Court and becomes final. It may take time for the Settlement to be approved and become final. Please be patient and check [www.NexTierLitigation.com](http://www.NexTierLitigation.com) for updates.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

Yes, the Court has appointed attorneys Jeffrey D. Kaliel and Sophia G. Gold of Kaliel Gold PLLC, Christopher Jennings and Tyler Ewigleben of Johnson Firm, and Kenneth J. Grunfeld of Kopelowitz Ostrow to represent you and the Settlement Class for purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

### 16. How will Class Counsel be paid?

Class Counsel will apply for an award of attorneys' fees of up to one third of the Settlement Fund, plus reimbursement of reasonable litigation costs, to be approved by the Court. Defendant agrees not to oppose an application for attorneys' fees of up to one third of the Settlement Fund, but reserves the right to oppose an application for fees in excess of that amount. Any award of attorneys' fees and expenses shall be solely determined by the Court and payable solely from the Settlement Fund.

Class Counsel may apply to the Court for a service award to the Named Plaintiff of up to \$2,500.00. Subject to the Court's approval, the service award shall be paid from the Settlement Fund.

## OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from, or "opting out" of, the Settlement.

### 17. How do I opt out of the Settlement?

If you do not want to receive an Individual Payment, and if you want to keep any right you may have to sue Defendant for the legal claims alleged in this lawsuit, you must opt out of the Settlement.

For an Exclusion Letter to be valid, it must be postmarked on or before **May 19, 2025**. Any Exclusion Letter should include your name, state your wishes to exclude yourself from the Settlement, and should be signed and dated.

**Questions? Call 1-877-806-7572 or visit [www.NexTierLitigation.com](http://www.NexTierLitigation.com).**

Your letter can simply say, “I hereby elect to be excluded from the Settlement in the *Heuser v. NexTier Bank, N.A.* class action.” Your opt-out request must be **postmarked by May 19, 2025**, and sent to the following address:

NexTier Settlement Administrator  
Exclusion Request  
P.O. Box 5596  
Portland, OR 97228-5596

## 18. What happens if I opt out of the Settlement?

If you opt out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the legal claims alleged in the Action. However, you will not be entitled to receive a payment from the Settlement.

## 19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue the Defendant for all claims and other matters released in and by the Settlement Agreement. You must opt out to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant regarding the Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

## 20. How do I notify the Court that I do not like the Settlement?

You can object to the Settlement and/or the Application for Approval of Attorneys’ Fees, Costs, and Service Awards if you do *not* opt out of the Settlement. Members of the Settlement Class who opt out of the Settlement have no right to object to how Settlement Class Members are treated. The objection must be sent to the Settlement Administrator so that it is received by **May 19, 2025**, and must include the following information:

- a) Your name, address, telephone number, the last four digits of your customer number or former customer number, and the contact information for any lawyer retained in connection with the objection or otherwise in connection with this case;
- b) A statement of the factual and legal basis for each objection and any exhibits you wish the Court to consider in connection with the objection; and
- c) A statement as to whether you intend to appear at the Final Approval Hearing, either in person or through your lawyer, and, if through your lawyer, identifying them by name, address, and telephone number.

All objections must be mailed to the Settlement Administrator **so they are received by May 19, 2025**, to the following address:

NexTier Settlement Administrator  
Objection  
P.O. Box 5596  
Portland, OR 97228-5596

## 21. What is the difference between objecting and requesting to opt out of the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class and asking the Court to reject it. You can object only if you do not opt out of the Settlement. If you object to the Settlement and do not opt out, then you may be entitled to an Individual Payment if the Settlement is approved. You will release legal claims you might have against Defendant. Opting out is telling the Court that you do not want to be part of the Settlement and do not want to receive an Individual Payment or release legal claims you might have against Defendant for the legal claims alleged in this lawsuit.

**Questions? Call 1-877-806-7572 or visit [www.NexTierLitigation.com](http://www.NexTierLitigation.com).**

## THE COURT'S FINAL APPROVAL HEARING

### **22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at **9:00 a.m. on September 3, 2025, in Courtroom 3** at the Court of Common Pleas of Butler County, Pennsylvania, which is located at Government Judicial Center, 124 West Diamond Street, Butler, PA 16001. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much of a Service Award to award the Class Representative and Class Counsel for attorneys' fees and costs. The date, time, or location of the hearing could change, so please make sure and check the Settlement Website at [www.NexTierLitigation.com](http://www.NexTierLitigation.com).

### **23. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend the Hearing at your own expense, but it is not necessary. If you have submitted an objection, you may want to attend.

### **24. May I speak at the hearing?**

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 20, above, the statement "I hereby give notice that I intend to appear at the Final Approval Hearing."

## IF YOU DO NOTHING

### **25. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, and if the Settlement becomes final, you will receive an Individual Payment by account credit or check. You will also give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, be part of any other lawsuit, etc. against the Defendant regarding the Released Claims in this lawsuit.

## GETTING MORE INFORMATION

### **26. How do I get more information?**

This Notice summarizes the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.NexTierLitigation.com](http://www.NexTierLitigation.com), by calling 1-877-806-7572, or by writing to the following address:

NexTier Settlement Administrator  
P.O. Box 5596  
Portland, OR 97228-5596

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERKS OFFICE  
REGARDING THIS NOTICE.**

**Questions? Call 1-877-806-7572 or visit [www.NexTierLitigation.com](http://www.NexTierLitigation.com).**