

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

LEMUEL BLAND, <i>et al.</i> , individually, and on behalf of all others similarly situated,)	
)	
)	
Plaintiffs,)	Civil Action No. 2:15-cv-01042-AJS
v.)	
)	
PNC BANK, N.A.,)	LEAD CASE
)	
Defendant.)	ELECTRONICALLY FILED

MARAT GOKHBERG, <i>et al.</i>)	
)	
Plaintiffs,)	Civil Action No. 2:15-cv-01700-AJS
)	
v.)	
)	
THE PNC FINANCIAL SERVICES)	MEMBER CASE
GROUP, INC., <i>et al.</i> ,)	
)	ELECTRONICALLY FILED
Defendants.)	

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into by and between Plaintiffs Lemuel Bland, Scott Rubin, Jason Galasso, Mariano Santoloci, Kirk Fyson, John Sousa, Gregory Zaccagni, Eugene Eacret, Jr., Dan Bernard Lindeman, III, David Groothuis, James Grasso, Bianca D’Alessio, Patricia Cates, Joan Malfatti, Patrick Kernick, Denise Longo, Yury Gokhberg, Marat Gokhberg, David Jaffe, Surekha Bassi, and Marc Franchi (“Named Plaintiffs”) and on behalf of the class of individuals that they seek to represent (collectively, with Named Plaintiffs, “Plaintiffs”) and Defendants The PNC Financial Services Group, Inc. and PNC Bank, N.A. (collectively “Defendants” or “PNC”) (Defendants together with Plaintiffs, the “Parties”).

RECITALS

WHEREAS, the Plaintiffs have filed a Third Amended Individual, Class, and Collective Action Complaint (“Complaint”) asserting claims against Defendants for violations of the Fair Labor Standards Act (“FLSA”), and Pennsylvania, New Jersey, Ohio, California, Maryland,

Kentucky, Missouri, Illinois, Indiana, Washington, New Jersey, and New York state law for alleged failure to pay mortgage loan officers ("MLOs") according to the terms of their offer letters, making unauthorized and unlawful deductions from MLOs' wages and commissions, and alleged failure to pay them for off-the-clock work (the "Litigation"); and

WHEREAS, on October 28, 2016, Plaintiffs moved for class certification, which was referred to Special Master David R. Cohen who issued a Report and Recommendation certifying the action as a class action as to certain claims;

WHEREAS, the Parties stipulate and agree that, for settlement purposes only, the requisites for establishing collective action certification under the FLSA pursuant to 29 U.S.C. Sec. 216(b), and class certification pursuant to Fed. R. Civ. P. 23 (a) and (b)(3) are met for Plaintiffs' wage and hour claims. Should this Settlement not become final, such stipulation to class certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context.

WHEREAS, the purpose of this Agreement is to settle fully and finally all claims as set forth in Section 4 of this Agreement, including all claims asserted in the Litigation and those claims that could have been so asserted under the FLSA or the state laws cited in the Complaint through January 4, 2017, relating to individuals employed in the position of MLO at PNC who have filed a consent to join this lawsuit and have not been dismissed from the lawsuit or withdrawn their consent to join; or worked in California from August 7, 2011 to January 4, 2017; New York from April 4, 2011 to January 4, 2017; or any other state from August 7, 2012 to January 4, 2017; and who have not opted out of the Settlement.

WHEREAS, PNC denies all of the allegations made by Plaintiffs in the Litigation and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever, PNC has agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation; and

WHEREAS, Plaintiffs' Counsel analyzed and evaluated the merits of the claims made against PNC in the Litigation, conducted interviews with putative class and collective members, obtained and reviewed documents relating to PNC's compensation policies and practices, and analyzed payroll data, took and defended more than 20 depositions, filed motions for summary judgment and class certification, and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Plaintiffs' Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs and the putative class and collective.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties

agree to a full and complete settlement of the Litigation on the following terms and conditions.

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1** "Acceptance Period" means the 120-day period that an Eligible Settlement Class Member has to sign and cash a Settlement Check after it is postmarked.
- 1.2** "Mortgage Loan Officer" or "MLO" means those persons employed by PNC as a Mortgage Loan Officer in the United States, as that term was commonly used by PNC.
- 1.3** "Class Counsel" or "Plaintiffs' Counsel" means Swartz Swidler, LLC; Robert D. Soloff, P.A.; Frank Weinberg & Black, P.L.; Woodley & McGillivray LLP; and Spivak Lipton LLP.
- 1.4** "Court" means the United States District Court for the Western District of Pennsylvania.
- 1.5** "Defendants" or "PNC" means The PNC Financial Services Group, Inc. and PNC Bank, N.A.
- 1.6** "Defendants' Counsel" means Reed Smith LLP.
- 1.7** "Eligible Settlement Class Member" means any and all current and former employees employed by PNC in the position of Mortgage Loan Officer who:
 - 1.7.1** have filed a consent to join the Litigation, have not been dismissed from the Litigation or withdrawn their consent to join, and worked at any time during the three years prior to the date that MLO opted-in to this Litigation ("Opt-Ins"); or
 - 1.7.2** did not previously file a consent to join the Litigation, or filed a consent form more than 3 years from the last date of employment with PNC, and worked in California from August 7, 2011 to January 4, 2017; New York from April 4, 2011 to January 4, 2017; or in any other state from August 7, 2012 to January 4, 2017 ("Non-Opt-Ins");
- 1.8** "Eligible Work Week" means any and all weeks during which an Eligible Settlement Class Member performed any compensable work for PNC in the position of Mortgage Loan Officer during the period: from August 7, 2011 to January 4, 2017 if that Eligible Settlement Member worked in California; or from April 4, 2011 to January 4, 2017 if that Eligible Settlement Member worked in New York; or from August 7, 2012 to January 4, 2017 if that Eligible Settlement Member did not work in California or New York.
- 1.9** "Employer Payroll Taxes" means all taxes and withholdings an employer is required to make arising out of or based upon the payment of employment/wage compensation in this Litigation, including FICA, FUTA, and SUTA obligations.
- 1.10** "Fairness Hearing" means the hearing on the Motion for Judgment and Final Approval.

- 1.11 “Gross Settlement Amount” means Sixteen Million Dollars (\$16,000,000.00), which is the maximum amount that PNC has agreed to pay to fully resolve and settle this Litigation, including any claim for attorneys’ fees and costs approved by the Court; any and all amounts to be paid to Participating Settlement Class Members; the cost of settlement administration; any Court-approved Service Awards; and the Reserve Fund. PNC will not be required to pay any more than the gross total of Sixteen Million Dollars (\$16,000,000.00), except for the Employer Payroll Taxes.
- 1.12 “Last Known Address” or “Last Known Addresses” means the most recently recorded personal mailing address for an Eligible Settlement Class Member as shown in PNC’s records.
- 1.13 “Last Known E-mail Address” or “Last Known E-mail Addresses” means the most recently recorded personal and work e-mail address for an Eligible Settlement Class Member as shown in PNC’s records.
- 1.14 “Last Known Telephone Number” or “Last Known Telephone Numbers” means the most recently recorded personal mobile or home telephone number for an Eligible Settlement Class Member as shown in PNC’s records.
- 1.15 “Litigation” or the “Lawsuit” or the “Action” mean the lawsuit entitled *Bland et al. v. PNC Bank, N.A.* United States District Court for the Western District of Pennsylvania, No. 2:15-cv-01042-AJS and *Gokhberg et al. v. The PNC Financial Service Group, Inc. and PNC Bank, N.A.*, No. 2:15-cv-01700-AJS. “Complaint” means the Third Amended Individual, Class, and Collective Action Complaint dated October 13, 2016 that was filed by Plaintiffs in this Action.
- 1.16 “Named Plaintiffs” means Lemuel Bland, Scott Rubin, Jason Galasso, Mariano Santoloci, Kirk Fyson, John Sousa, Gregory Zaccagni, Eugene Eacret, Jr., Dan Bernard Lindeman, III, David Groothuis, James Grasso, Bianca D’Alessio, Patricia Cates, Joan Malfatti, Patrick Kernick, Denise Longo, Yury Gokhberg, Marat Gokhberg, David Jaffe, Surekha Bassi, and Marc Franchi.
- 1.17 “Net Settlement Fund” means the remainder of the Gross Settlement Amount after deductions, payments, or allocations for: (a) the Settlement Administrator’s fees and costs; (b) Court approved attorneys’ fees and costs for Plaintiffs’ Counsel; (c) any Court-approved Service Awards; and (d) the Reserve Fund.
- 1.18 “Order Granting Final Approval” or “Approval Order” means an order to be approved and entered by the Court, which gives final approval to the Settlement and this Agreement, and enters final judgment, in a form substantially similar to the Proposed Approval Order and Judgment Approving Settlement, to be prepared by the Parties.
- 1.19 “Order Granting Preliminary Approval” means the Order entered by the Court preliminarily approving, *inter alia*, the approval of a settlement class, the terms and conditions of this Agreement, the manner and timing of providing notice to the Class, and the time period for opt-outs and objections. Exhibit A is the Order Granting Preliminary Approval.

- 1.20** “Participating Settlement Class Members” means each Eligible Settlement Class Member, including any Named Plaintiff, who timely signs and cashes a Settlement Check.
- 1.21** “Parties” collectively means the Named Plaintiffs and Defendants.
- 1.22** “Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator from the Gross Settlement Amount paid by PNC. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Court’s Order(s). Interest, if any, earned on any monies in the QSF will become part of the Net Settlement Fund.
- 1.23** “Releasees” means PNC and each and all of its affiliates, parents, subsidiaries, predecessors, successors, employees and agents.
- 1.24** “Reserve Fund” means a fund in the amount of Seventy-Five Thousand Dollars (\$75,000.00), allocated from the Gross Settlement Amount, that the Settlement Administrator may use, with approval from the Parties (which will not be unreasonably withheld), to make payments to Eligible Class Members who dispute their allocation amounts.
- 1.25** “Settlement” means the settlement between the Parties embodied and contained in this Agreement.
- 1.26** “Settlement Administrator” means the Settlement Administrator to be selected by Plaintiffs and approved by PNC.
- 1.27** “Settlement Agreement” or “Agreement” means this agreement and the exhibits hereto, which the Parties understand and agree set forth all material terms and conditions of the Settlement between them, and which is subject to Court approval.
- 1.28** “Settlement Check” means the check issued to Eligible Settlement Class Members for their proportionate share of the Net Settlement Fund calculated in accordance with this Agreement.
- 1.29** “Settlement Hearing” means a hearing set by the Court for the purpose of finally (a) determining the fairness, adequacy and reasonableness of the Agreement; and (b) entering Judgment.
- 1.30** “Settlement Notice” means the documents entitled Notice of Settlement (for Opt-Ins) and Notice of Settlement and Opportunity to Join Collective Action (for Non-Opt-Ins), to be approved by the Court in a form substantially similar to the Notices attached hereto as Exhibit B.
- 1.31** “Supplemental Payroll Data” means the workweek data produced to Plaintiffs’ Counsel on November 10, 2016 in advance of the Parties’ mediation in addition to data to be produced by PNC which will cover MLOs’ workweeks with PNC through January 4, 2017.

2. APPROVAL AND NOTICE TO ELIGIBLE SETTLEMENT CLASS MEMBERS

- 2.1** Binding Agreement. This Agreement is a binding agreement, pending approval of the Court, and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.
- 2.2** Duties of the Settlement Administrator. The Settlement Administrator will be responsible for establishing a QSF account; allocating funds from the Gross Settlement Amount for the Reserve Fund; preparing and mailing the Settlement Notices to Eligible Settlement Class Members; preparing and mailing Settlement Checks; distributing approved Service Awards and attorneys' fees and expenses; calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; retaining and providing a copy of the Settlement Checks signed by the Participating Settlement Class Members to Defendants' Counsel; and preparing a declaration describing all duties performed and claims administration statistics.
- 2.3** The Parties will have equal access to the Settlement Administrator and all information related to the administration of the Settlement. The Settlement Administrator shall provide such information to counsel for either Party upon request. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Notices to Eligible Settlement Class Members, the claims administration process, and distribution of the Settlement Checks.
- 2.4** PNC agrees to cooperate with the Settlement Administrator, provide accurate information, to the extent reasonably available, necessary to calculate the Settlement Checks, and assist the Settlement Administrator in locating Eligible Settlement Class Members. The Parties agree that it is their mutual goal to maximize participation in the settlement.
- 2.5** By January 17, 2017, Plaintiffs will submit to the Court a Motion for an Order Preliminarily Approving the Class Action Settlement and the Proposed Notice of Settlement of the Class Action Lawsuit and Fairness Hearing (the "Motion for Preliminary Approval"). If the Court denies the Motion for Preliminary Approval, then the Litigation will resume unless the Parties jointly agree to seek reconsideration of the ruling or seek Court approval of a renegotiated settlement. If a mutually agreed class settlement is not approved, the case will proceed as if no settlement had been attempted.
- 2.6** **Class Notice.**
- 2.6.1** Within thirty (30) calendar days of the date of the Order Granting Preliminary Approval, PNC shall give the Settlement Administrator and Plaintiffs' Counsel a list, in electronic form, of the names, Last Known Addresses, Last Known E-mail Addresses, Last Known Telephone Numbers, social security numbers, locations worked and Eligible Work Weeks for each Eligible Settlement Class Member ("Class List").

2.6.2 Within fifteen (15) calendar days after receiving the information described in Section 2.6.1, the Claims Administrator shall mail, via First Class United States mail, postage prepaid, and email, the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing in the draft form attached as Exhibit A, to all Eligible Class Members using each individual's last known address and email as recorded in PNC's records. The Claims Administrator shall take all reasonable steps to obtain the correct address of any Class Members for whom the notice is returned by the post office as undeliverable and shall attempt re-mailings as described below. The Claims Administrator shall notify Class Counsel and Defendant's Counsel of any mail sent to Class Members that is returned as undeliverable after the first mailing as well as any such mail returned as undeliverable after any subsequent mailing(s).

2.7 Class Member Opt-Out.

2.7.1 Any Eligible Settlement Class Member may request exclusion from the Class by "opting out." Additionally, any Eligible Class Member who signed a consent form to opt-in to the collective action filed pursuant to the FLSA may withdraw their consent to participate in the collective action. Class Members who choose to do so must mail a written, signed statement to the Claims Administrator that he or she is opting out of the monetary portion of the Settlement ("Opt-Out Statement"). To be effective, such Opt-Out Statements must be sent via First Class United States Mail and postmarked by a date certain to be specified on the Notice of Proposed Class Action Lawsuit and Fairness Hearing, which will be thirty (30) calendar days after the Claims Administrator mails the Notice. The thirty-day period will begin to run from the first mailing, except for those Class Members whose first mailing was returned to the Claims Administrator as undeliverable, in which case the thirty-day period for any such Class Member will begin to run from the date of the second mailing (or, if there are more than two (2) mailings, the final mailing) to such Class Member. The end of the "Opt-Out Period" shall be thirty (30) calendar days after the last day on which the Claims Administrator makes a mailing. The Claims Administrator shall, within ten (10) calendar days after the last day on which it makes such a mailing, notify Class Counsel and Defendant's Counsel in writing by email and overnight delivery of the precise date of the end of the Opt-Out Period.

2.7.2 The Claims Administrator shall stamp the postmark date on the original of each Opt-Out Statement that it receives and shall serve copies of each Statement on Class Counsel and PNC's Counsel not later than three (3) calendar days after receipt thereof. The Claims Administrator also shall, within three (3) calendar days of the end of the Opt-Out Period, file with the Clerk of Court, stamped copies of any Opt-Out Statements. The Claims Administrator shall, within 24 hours of the end of the Opt-Out Period, send a final list of all Opt-Out Statements to Class Counsel and Defendant's Counsel by both email and overnight delivery. The Claims Administrator shall retain the stamped originals of all Opt-Out Statements and originals of all envelopes accompanying Opt-Out Statements in its

files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Stipulation.

2.8 Objections to Settlement.

2.8.1 Eligible Settlement Class Members who wish to present objections to the proposed settlement at the Fairness Hearing must first do so in writing. To be considered, such statement must be sent to the Claims Administrator via First-Class United States mail, postage prepaid, and be received by the Claims Administrator by a date certain, to be specified on the Notice of Proposed Class Action Lawsuit and Fairness Hearing, which shall be for each Class Member thirty (30) calendar days after the Claims Administrator mails such Notice to such Class Member. The Claims Administrator shall stamp the date received on the original and send copies of each objection to Class Counsel and Defendant's Counsel by email and overnight delivery not later than three (3) calendar days after receipt thereof. The Claims Administrator shall also file the date-stamped originals of any and all objections with the Clerk of Court within three (3) calendar days after the end of the Opt-Out Period.

2.8.2 An objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Fairness Hearing must state his or her intention to do so at the time he/she submits his/her written objections. An objector may withdraw his/her objections at any time. Any Class Member who has submitted an Opt-Out Form may not submit objections to the settlement.

2.8.3 The Parties may file with the Court written responses to any filed objections not later than fourteen (14) calendar days before the Fairness Hearing.

2.9 Entry of Order. At the Fairness Hearing, the Parties will request that the Court, among other things, (a) enter an Order in accordance with this Agreement; (b) approve the settlement and Agreement as final, fair, reasonable, adequate, and binding on all Class Members who have not timely opted out; and (c) dismiss the Litigation with prejudice.

2.10 By April 17, 2017, Plaintiffs' Counsel shall file a Motion for Order Granting Final Approval of the Class and Collective Action Settlement, along with all attorney's fees, costs, service payments, and all related relief.

2.11 Settlement Checks will be mailed, via First Class United States mail, postage prepaid, to Eligible Settlement Class Members by the Settlement Administrator no later than thirty-five (35) calendar days after the Order Granting Final Approval is entered and no appeal of the Order Granting Final Approval is filed. If there is an appeal of the Approval Order by any person, Settlement Notices and Settlement Checks shall not be sent until all appeals are decided and the case is returned to the district court and the district court enters an Order that the Settlement Checks should be sent.

- 2.12** Settlement Checks issued pursuant to this Agreement shall expire one-hundred (120) calendar days after they are postmarked. If a Settlement Check has not been cashed by any Eligible Settlement Class Member within thirty-five (35) calendar days after it is postmarked, the Settlement Administrator shall send a letter or postcard, and email to the Eligible Settlement Class Member inquiring whether they received the Settlement Check and reminding them of the expiration of the Acceptance Period. After the Acceptance Period expires, the Settlement Administrator will issue a stop payment order on all uncashed or returned checks. In the event an Eligible Settlement Class Member reports a lost or destroyed Settlement Check within the Acceptance Period, the Settlement Administrator shall issue a stop payment order on the original check and issue a new check. In no event shall an Eligible Settlement Class Member be issued a replacement check until any prior check sent to them has been cancelled.
- 2.13** Thirty (30) calendar days before the close of the Acceptance Period, the Settlement Administrator shall provide Plaintiffs' Counsel with a list of the names and contact information for all Eligible Settlement Class Members who have not signed and cashed a Settlement Check. Within ten (10) calendar days after such date, Plaintiffs' Counsel may attempt to contact Eligible Settlement Class Members who have not signed and cashed a Settlement Check. At Plaintiffs' Counsel's request, the Settlement Administrator also shall take additional steps to remind Eligible Settlement Class Members of their eligibility to participate in the Settlement.
- 2.14** After the Approval Order is entered, PNC will inform Plaintiffs' counsel whether they intend to send one or more communications to their current employees encouraging them to participate in the Settlement. PNC will provide Plaintiffs' counsel with at least seven (7) calendar days to review the communication and will not send the communication if counsel for the Parties cannot agree on the content.
- 2.15** The Settlement Administrator shall take all reasonable steps to obtain the correct address of Eligible Settlement Class Members for whom the Settlement Notice is returned by the United States Postal Service as undeliverable and shall make all reasonable attempts to ensure that the Settlement Notice and Settlement Check are successfully delivered. The Settlement Administrator will notify Plaintiffs' Counsel and Defendants' Counsel of any mailing sent to any Eligible Settlement Class Member that is returned as undeliverable. To the extent any such mailing is returned as undeliverable, that Eligible Settlement Class Member shall be permitted the greater of the balance of the remaining Acceptance Period or thirty (30) calendar days from any re-mailing of the Settlement Notice to sign and cash their Settlement Check. The Settlement Administrator shall issue a stop-payment order on all returned checks.
- 2.16** If within thirty (30) calendar days after the close of the Acceptance Period an Eligible Settlement Class Member reports a lost or destroyed check, and informs the Settlement Administrator that she or he did not receive a check or otherwise requests reissuance of her or his Settlement Check, PNC may approve the reissuance of a Settlement Check to such Eligible Settlement Class Members on a case-by-case basis for good cause shown. Reissuance to a given Eligible Settlement Class Member will not require reissuance to

any other Eligible Settlement Class Member. PNC will not unreasonably withhold approval to reissue a Settlement Check.

- 2.17** Plaintiffs' Counsel and Defendants' Counsel have the right to make inquiries and receive any information from the Settlement Administrator related to the claims administration process. The Settlement Administrator will periodically update Plaintiffs' Counsel and Defendants' Counsel regarding returned mailings for which it is unable to obtain corrected addresses.
- 2.18** Retention/Filing of Copies of Settlement Checks. The Settlement Administrator shall on a weekly basis compile and transmit to Defendants' Counsel and Plaintiffs' Counsel statistics on the number of individuals who have signed and cashed Settlement Checks. At the end of the Acceptance Period, the Settlement Administrator shall provide copies of signed and cashed checks to Plaintiffs' Counsel and Defendants' Counsel. PNC shall file with the Court a summary list of the Participating Settlement Class Members.
- 2.19** Effect of Court Failure to Approve Settlement. In the event that the Court fails to approve the Settlement and/or this Agreement, the Parties (a) must attempt to renegotiate the Settlement for the purpose of obtaining Court approval of a renegotiated Settlement and Agreement (b) and/or either or both Parties may seek reconsideration or appellate review of the decision denying approval of the Settlement or Agreement. In the event reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement modification is not approved, and the Parties decide to forego further negotiation of a settlement, the Litigation will proceed as if no settlement had been attempted. In that event, nothing in the Settlement or Agreement may be used by or against any Party under Rule 408 of the Federal Rules of Evidence or otherwise.

3. SETTLEMENT TERMS

3.1 Settlement Payments.

- (A) PNC agrees to pay up to a gross amount of Sixteen Million Dollars (\$16,000,000.00), which shall fully resolve and satisfy any and all amounts to be paid to Eligible Settlement Class Members, any Court-approved Service Awards as more fully set forth herein, the Reserve Fund, the Settlement Administrator's fees and costs and any claim for attorneys' fees and costs. PNC will not be required to pay more than this amount under the terms of this Agreement, with the exception of Employer Payroll Taxes.
- (B) Within thirty (30) calendar days of the Order Granting Final Approval, PNC shall deposit the Gross Settlement Amount into the QSF. In the event of an appeal of the Approval Order, the Gross Settlement Amount shall be returned to PNC within three (3) business days after the appeal is filed pending disposition of the appeal in accordance with Section 2.11.
- (C) Any portion of the Net Settlement Fund that is unclaimed by Eligible Settlement Class Members who do not timely sign and cash their Settlement Check, or that

otherwise remains in the QSF or under the control of the Settlement Administrator upon the final accounting of the settlement funds, shall be donated to a *cy pres* recipient jointly selected by the Parties and approved by the Court.

- (D) The final accounting and donations occur no later than ninety (90) calendar days after the last Settlement Check is mailed.

3.2 Settlement Amounts Payable as Attorneys' Fees and Costs.

- (A) In their Motion for Order Granting Final Approval, Plaintiffs' Counsel shall ask the Court to approve payment of 33 1/3% of the Gross Settlement Amount as an award of attorneys' fees. In addition, Plaintiffs' Counsel shall seek reimbursement of reasonable actual case-related costs and expenses from the Gross Settlement Amount. These amounts shall constitute full satisfaction of any claim for attorneys' fees or costs, and Plaintiffs agree that they shall not seek, nor be entitled to, any additional attorneys' fees or costs under any theory or from any source, incurred in relation to this case.

3.3 Service Awards to Certain Plaintiffs.

- (A) In their Approval Motion, Named Plaintiffs will apply to the Court to receive Ten Thousand Dollars (\$10,000.00) each from the Gross Settlement Amount for the services they rendered to the Collective and the Class.

3.4 Distribution of Payments.

- (A) The payments from the Gross Settlement Amount to Plaintiffs' Counsel for any Court-approved attorneys' fees and costs will be wired to Plaintiffs' Counsel by the Settlement Administrator thirty-five (35) calendar days after the Order Granting Final Approval is entered. However, if there is an appeal of the Approval Order by any person, no payments under this Section shall be made until all appeals are decided and the case is returned to the district court and the district court enters an Order that the payments under this Section should be made.
- (B) The Settlement Checks will be mailed to Eligible Settlement Class Members by the Settlement Administrator along with the Settlement Notices in accordance with Section 2.11. However, if there is an appeal of the Order Granting Final Approval by any person, no payments under this Section shall be made until all appeals are decided and the case is returned to the district court and the district court enters an Order that the payments under this Section should be made.
- (C) Service Awards, allocated from the Gross Settlement Amount, shall be paid to the Named Plaintiffs from the QSF by the Settlement Administrator within thirty-five (35) calendar days after the Order Granting Final Approval is entered.

- (D) The allocation to Eligible Settlement Class Members for their Settlement Checks will be made from the Net Settlement Fund. The estimated proportionate share of the Net Settlement Fund for each Eligible Settlement Class Member will be determined by the Settlement Administrator pursuant to the following formula:
- (1) Each Eligible Settlement Class Member that is an Opt-In, including the Named Plaintiffs, shall be assigned one and three-tenths (1.3) points for each of his or her Eligible Work Weeks.
 - (2) Each Eligible Settlement Class Member that is a Non-Opt-In shall be assigned one (1) point for each of his or her Eligible Work Weeks.
 - (3) To calculate each Eligible Settlement Class Member's proportionate share:
 - (a) Add all points for all Eligible Settlement Class Members together to obtain the "Denominator";
 - (b) Divide the number of points for each Eligible Settlement Class Member by the Denominator to obtain each Eligible Settlement Class Members' "Portion of the Net Settlement Fund";
 - (c) Multiply each Eligible Settlement Class Member's Portion of the Net Settlement Fund by the Net Settlement Fund to determine each Eligible Settlement Class Member's Settlement Check amount.
- (E) To effectuate the terms of the Settlement and to correct for mathematical or factual errors in the allocation to Eligible Settlement Class Members, the Settlement Administrator will also allocate Seventy-Five Thousand Dollars (\$75,000.00) from the Gross Settlement Amount to create a Reserve Fund, which the Settlement Administrator may use, with approval from the Parties, to make payments to Eligible Class Members who dispute their allocation amounts, to individuals who were not identified as Class Members but have a good faith claim for participation, or for any other reasonable purpose necessary to effectuate the Settlement.
- (F) Tax Characterization of Payments.
- (1) For tax purposes, 50% of the payment to an Eligible Settlement Class Member pursuant to this Section 3.4 shall be treated as back wages and 50% of such payment shall be treated as interest, any applicable penalties, liquidated damages and other non-wage relief.

- (2) Payments treated as back wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and the payee under the payee’s name and Social Security number on an IRS Form W-2. Payments treated as interest and/or liquidated damages shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee’s name and Social Security number on an IRS Form 1099. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Settlement Checks and Service Awards and issuing IRS Forms W-2 and Form 1099. Payments of attorneys’ fees and costs pursuant to Section 3.2 shall be made without withholding, and be reported to the IRS and to each payee under the payee’s name and taxpayer identification number, which each such payee shall provide for this purpose, on an IRS Form 1099. Any Service Award pursuant to Section 3.3 shall be deemed non-wage compensation in its entirety.
- (3) The employee portion of all applicable income and payroll taxes will be the sole responsibility of the individual Participating Settlement Class Member receiving a Settlement Check or Service Award. PNC makes no representations, and it is understood and agreed that PNC has made no representations, as to the taxability of any portions of the settlement payments to any Participating Settlement Class Members, the payment of any costs or award of attorneys’ fees, or any payments to the Named Plaintiffs. The Settlement Notices will advise Eligible Settlement Class Members to seek their own tax advice prior to acting in response to that Settlement Notice. Neither Plaintiffs’ Counsel nor Defendants’ Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.
- (4) None of the amounts paid to the Named Plaintiffs or Participating Settlement Class Members shall create any credit for, be included in, or otherwise affect the calculation or the accrual of any employee benefits in any plans, programs, agreements or policies sponsored, maintained or contributed to by PNC, including for purposes of any bonus of any kind.

3.5 Non-Monetary Settlement Terms.

As part of the settlement of this Litigation, PNC hereby agrees to undertake, no later than June 30, 2017, the actions set forth in Exhibit C.

4. RELEASE OF CLAIMS

- 4.1 All Eligible Settlement Class Members who did not opt-out, upon the Court’s Order Entering Final Approval, waive, release, and forever discharge any claim he or she has

or may have from the beginning of time through January 4, 2017, against PNC Financial Services Group, Inc. and PNC Bank N.A., and their affiliates, parents, subsidiaries, predecessors, successors, employees and agents, whether known or unknown, as asserted in this case or that could have been so asserted in this case, under the FLSA or state wage and hour or common law, based on the allegations in the complaint, that accrued while the Eligible Settlement Class Member worked for PNC as a Mortgage Loan Officer, including any claims for non-payment or improper payment of overtime compensation under any federal, state, or local law or regulation or common law, including but not limited to claims under the federal Fair Labor Standards Act and the wage and hour laws in the Pennsylvania, New Jersey, Ohio, California, Maryland, Kentucky, Missouri, Illinois, Indiana, Washington, New Jersey, and/or New York and all other state and local wage and hour laws, relating to employment at PNC as a Mortgage Loan Officer. This includes claims for liquidated damages, attorneys' fees, costs, and expenses.

- 4.2 By signing the Agreement, Named Plaintiffs become parties to the Agreement.

5. VOIDING THE AGREEMENT

- 5.1 If the Court rejects the Settlement and/or this Agreement, fails to approve and enter the Order Granting Final Approval in the form submitted by the Parties, or fails to enter a Final Judgment, unless the Parties agree in writing, this Agreement shall be void *ab initio* except as to the provisions expressly stated in this Agreement to survive, and PNC shall have no obligations to make any payments under the Settlement or this Agreement.
- 5.2 In the event that the Agreement is not approved by the Court or if there is no Order Granting Final Approval, the Parties shall resume the Litigation at that time as if no Agreement had been entered. In such event, the terms and provisions of the Agreement, and the approval of any settlement class for purposes of implementing this Settlement, shall have no further force and effect with respect to the Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement (including without limitation any order certifying the case or any part of the case as a class or collective action for settlement purposes) shall be treated as vacated *nunc pro tunc*.

6. LIMITED CONFIDENTIALITY

- 6.1 The Parties and their respective counsel will not issue any public statement, press release, website postings, social media posting, or press outreach disclosing the identities of the Defendants. If contacted by the media at any time, the Parties and Counsel will say only that, "The Parties have worked together to reach a fair resolution of this dispute" or words to that effect. Notwithstanding, Plaintiffs' Counsel may continue to operate and distribute publically available information in a form to be agreed upon by the parties on Plaintiffs' counsel's website (www.swartz-legal.com).

7. PARTIES' AUTHORITY

- 7.1** The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

8. MUTUAL COOPERATION

- 8.1** The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of PNC and their counsel, take all necessary steps to secure the Court's approval of this Agreement.

9. NOTICES

- 9.1** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and/or Settlement Class:

Justin L. Swidler
Swartz Swidler, LLC
1101 Kings Highway N, Ste. 402
Cherry Hill, New Jersey 08034
Telephone: (856) 685-7420
Email: jswidler@swartz-legal.com

and

Robert D. Soloff
Robert D. Soloff, P.A.
7805 SW 7th Court
Plantation, Florida 33324
Telephone: (954) 472-0002
Email: robert@solofflaw.com

and

Marc A. Silverman
Frank Weinberg Black, P.A.
7805 SW 7th Court
Plantation, Florida 33324
Telephone: (954) 474-8000
Email: msilverman@fwblaw.net

and

Molly A. Elkin
Woodley & McGillivray LLP
1101 Vermont Ave., NW
Suite 1000
Washington, DC 20005
Telephone: (202) 833-8855
Email: mae@wmlaborlaw.com

and

Hope Pordy
Spivak Lipton LLP
1700 Broadway
Suite 2100
New York, NY 10019
Telephone: (212) 765-2100
Email: hpordy@spivaklipton.com

To Defendants:

Richard L. Etter
Catherine S. Ryan
Gretchen Woodruff Root
Reed Smith LLP
225 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Telephone: (412) 288-3806/4226/3883
Email: retter@reedsmith.com
cryan@reedsmith.com
groot@reedsmith.com

10. NO ADMISSION OF LIABILITY

- 10.1** PNC denies all of the allegations made by Named Plaintiffs in the Litigation and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any

liability or damages whatsoever, PNC has agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation.

11. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 11.1 Further Acts.** Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 11.2 No Assignment.** Plaintiffs' Counsel and Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action, and any attempt to do so shall be of no force or effect.
- 11.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 11.4 Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Plaintiffs, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- 11.5 Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 11.6 Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 11.7 Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 11.8 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Pennsylvania, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 11.9 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related

to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

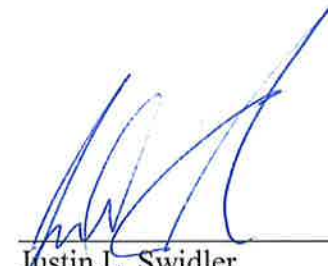
- 11.10 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 11.11 Notice.** The Settlement Notices will advise all Eligible Settlement Class Members of the binding nature of the release and that by not opting out of the settlement, they are bound by the release provisions in this Agreement.
- 11.12 Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.
- 11.13 Facsimile, Electronic and Email Signatures.** Any party may execute this Agreement by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email or other electronic means to counsel for the other party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.
- 11.14 Signatories.** This Agreement is valid and binding if signed by Defendants' counsel and Plaintiffs' counsel.

[The remainder of this page is intentionally blank]

WE AGREE TO THESE TERMS.


Counsel for Plaintiffs

Date: January 4, 2017



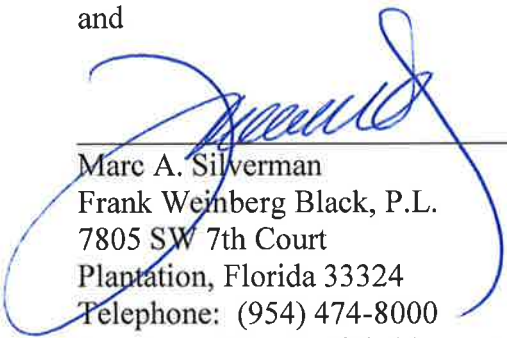
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1101 Kings Highway N, Ste. 402
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and




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and




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and



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Washington, DC 20005
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Email: mae@wmlaborlaw.com

and



Hope Pordy
Spivak Lipton LLP
1700 Broadway
Suite 2100
New York, NY 10019
Telephone: (212) 765-2100
Email: hpordy@spivaklipton.com

Counsel for Defendants

Dated: January 4, 2017



Catherine S. Ryan (PA78603)
Richard L. Etter (PA92835)
Gretchen Woodruff Root (PA309683)
REED SMITH LLP
225 Fifth Avenue
Pittsburgh, PA 15222
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Email: cryan@reedsmith.com
etter@reedsmith.com
groot@reedsmith.com

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

LEMUEL BLAND, <i>et al.</i> , Plaintiffs, v. PNC BANK, N.A. Defendant.	CIVIL ACTION COMPLAINT CIVIL ACTION NO: 2:15-cv-01042-AJS LEAD CASE
MARAT GOKHBERG, <i>et al.</i> Plaintiffs, v. THE PNC FINANCIAL SERVICES GROUP, INC., and PNC BANK, N.A. Defendants.	CIVIL ACTION COMPLAINT CIVIL ACTION NO: 2:15-cv-01700-AJS MEMBER CASE

ORDER

AND NOW, on this _____ day of January, 2017, upon consideration of the Plaintiffs’ Motion for Preliminary Approval of Class Settlement and Provisional Certification of Settlement Class, IT IS:

1. ORDERED that the Joint Stipulation of Settlement and Release (“Settlement Agreement”) is preliminarily approved by this Court;
2. ORDERED that the settlement class consisting of all persons who:
 - a. have filed a consent to join the Litigation pursuant to §216(b) of FLSA, have not been dismissed from the Litigation or withdrawn their consent to join, and worked at any time during the three years prior to the date that MLO opted-in to this Litigation (“Opt-Ins”); or
 - b. did not previously file a consent to join the Litigation or filed a consent form more than 3 years from the last date of employment with PNC, and worked in

California from August 7, 2011 to January 4, 2017; New York from April 4, 2011 to January 4, 2017; or any other state from August 7, 2012 to January 4, 2017 (“Non-Opt-Ins”).

3. ORDERED that the Named Plaintiffs listed in the caption, other than James Samuel (who was dismissed for failure to participate in discovery) are appointed as representatives of the settlement class;
4. ORDERED that Swartz Swidler LLC, Robert D. Soloff P.A., Frank, Weinberg & Black, P.L., Woodley & McGillivray LLP, and Spivak Lipton, LLP are appointed as Class Counsel;
5. ORDERED that the Notice of Settlement and Fairness Hearing is approved and shall be mailed in accordance with the procedures outlined in the Settlement Agreement to all class members by no later than 45 days following the issuance of this Order;
6. ORDERED that Class Counsel’s requested fee award of 33 1/3% of the Settlement Fund is preliminarily approved;
7. ORDERED that Service Awards in the amount of \$10,000.00 per Named Plaintiff, not to exceed \$210,000.00 of the Gross Settlement Amount, as defined in Settlement Agreement, shall be paid to the Named Plaintiffs;
8. ORDERED that Class Counsel shall file the motion for final approval of the settlement sought in the Joint Stipulation no later than 7 days before the Final Settlement Fairness Hearing.
9. ORDERED that a Final Settlement Fairness Hearing shall be held at the United States District Court for the Western District of Pennsylvania, U.S. Courthouse, 700 Grant

Street, Courtroom 7C on April 6, 2017 at 10:00 a.m. Counsel for the Parties must attend said hearing.

BY THE COURT:

The Honorable Arthur J. Schwab, USDJ

Dated:

Exhibit B

As a current or former mortgage loan officer for PNC, you are eligible to get a payment from a class action settlement.

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

- The settlement will provide Sixteen Million Dollars (\$16,000,000.00) to resolve all claims that PNC failed to properly pay its mortgage loan officers (MLOs) under federal and state law during the Class Period of August 7, 2011 to January 4, 2017 for MLOs employed in California, from April 4, 2011 to January 4, 2017 for MLOs employed in New York, and from August 7, 2012 to January 4, 2017 for MLOs employed in any other state.
- The court-appointed lawyers will ask the Court for up to 33 1/3% of the maximum Sixteen Million Dollar (\$16,000,000.00) settlement amount as fees for investigating the case, litigating the case, and negotiating the settlement.
- The two sides disagree as to who would win, and how much could be won, if the case went to trial.
- **Your legal rights will be affected whether you act or don't act.** Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	No action is required of you to remain in the case. If the Court grants final approval of the settlement, you will get a payment.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against PNC for the legal claims in this case.
Object	Write to the Court about what you don't like in the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.

- 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 will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL CLASS COUNSEL OR
VISIT WWW.SWARTZ-LEGAL.COM

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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

LEMUEL BLAND, *et al.* and
MARAT GOKHBERG, *et al.*
Plaintiffs,

v.

PNC BANK, N.A., *et al.*
Defendant.

Case No.: 15-1042

Case No.: 15-1700

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY.

1. Why did I get this notice package?

You are receiving this notice because records indicate that you worked as a mortgage loan officer for PNC Bank, N.A. and/or The PNC Financial Services Group (collectively “PNC”) at some point during the class period. The above-referenced lawsuit, *Lemuel Bland, et al. and Marat Gokhberg, et al. v. PNC Bank, N.A., et al.* (the “Lawsuit”) is pending in the United States District Court for the Western District of Pennsylvania in Pittsburgh, Pennsylvania (the “Federal Court”). You are receiving this Notice because the Federal Court has ordered that it be mailed to you.

The Federal Court has preliminarily approved a settlement (“Settlement”) of the Lawsuit. The Settlement provides for current and former mortgage loan officers of PNC to receive a portion of a Sixteen Million Dollar (\$16,000,000.00) fund (“Settlement Fund”). The Federal Court will conduct a hearing (“Fairness Hearing”) to determine if the Settlement should be approved.

This Notice describes the Settlement and describes how you can obtain a money recovery from the Settlement. This Notice also describes how you can exclude yourself from, or object to, the Settlement.

2. What is this Lawsuit about and why did it settle?

The Lawsuit alleges that PNC violated the federal Fair Labor Standards Act (“FLSA”) and various state laws by failing to properly pay mortgage loan officers for all hours worked and by making improper deductions from loan officers’ commissions. Specifically, the Lawsuit contends that PNC violated the law by (1) causing mortgage loan officers to work off-the-clock; and (2) making deductions from commissions in violation of written agreements and state and federal law. PNC disputes the allegations in the Lawsuit, and asserts that it paid mortgage loan officers in compliance with all laws and in compliance with all agreements with the mortgage loan officers.

Even though PNC has defenses to the claims alleged, it has decided to settle the Lawsuit. The Settlement enables PNC and the mortgage loan officers to avoid the uncertainty, risks, and time involved in continued litigation.

The employees' attorneys, who are referred to as "Class Counsel," believe that the Settlement benefits the class members. The Settlement provides a benefit to a large number of present and former mortgage loan officers, and enables the class members to avoid the risk that PNC could win the Lawsuit, in which case class members would recover nothing. The Settlement also enables class members to recover money without the delay of protracted litigation.

The parties' attorneys negotiated the Settlement after nearly two years of litigation that has enabled each side to understand the risks of proceeding with adversarial litigation. Substantial documents were produced by both sides to enable the Parties to evaluate settlement. Both Parties retained experts to assist in damage calculations. Both sides have taken a large number of depositions, and significant motion practice has taken place, including motions on class certification and summary judgment. Class Counsel believe that the Settlement is fair and serves the best interests of the class members. The Federal Judge overseeing the Lawsuit has "preliminarily approved" the Settlement as fair. The Federal Judge will make his final decision regarding the fairness of the Settlement at the Fairness Hearing described in Section 7 below.

3. What does the Settlement provide and how much will I be paid?

Under the Settlement, PNC has agreed to pay a Settlement amount of Sixteen Million Dollars (\$16,000,000.00) to resolve all claims asserted in the Lawsuit. Your "Individual Settlement Payment" will be calculated based upon the Settlement formula stated in the Settlement Agreement on file with the Court.

After litigation costs, attorneys' fees, settlement administrator fees, and service payments are subtracted from the Settlement Fund, the remaining fund (the "Net Fund") will be distributed to all Class Members who do not opt-out of the Settlement. Class Members who do not opt-out will receive a payment from the Settlement Fund.

All class members who do not opt-out of the Lawsuit will receive as part of the Settlement: a pro-rated amount for each workweek employed by PNC during the Class Period. Individuals who timely submitted Consent Forms to join the Lawsuit will receive 1.3 points for each workweek worked at PNC during the Class Period. Individuals who did not submit a timely Consent Form will receive 1 point for each workweek worked at PNC during the Class Period. Once all the points are distributed, the dollar value of those points will be determined by dividing the Net Settlement Amount by the total number of points distributed to all Class Members. Class Members will then receive that amount as a Settlement Payment.

Additionally, PNC has agreed to undertake certain actions to ensure management and mortgage loan officers are aware of and understand PNC's time reporting and overtime policies as well as the ability of employees to report concerns regarding time reporting.

Plaintiffs will receive half of their Settlement amount (the amount allocated for liquidated damages) in the form of a non-payroll check with no deduction for payroll taxes or withholdings. This payment will be reported on an IRS Form 1099 issued after the end of the tax year. The other half of their Settlement payment will be in the form of a payroll check, less all ordinary payroll taxes and withholdings. This payment will be reported on an IRS Form W-2 issued after the end of the tax year.

At the Fairness Hearing, Class Counsel will apply to receive up to one-third of the Total Settlement (equivalent to Five Million Three Hundred Thirty-Three Thousand Three Hundred and Thirty-Three Dollars (\$5,333,333.00)) for the services they provided. Class Counsel will also seek to recover their out-of-pocket expenses incurred in the Lawsuit, not to exceed Five Hundred Thousand Dollars (\$500,000.00) plus the costs of administration of the settlement. The requested fee is based on the substantial

work Class Counsel performed in the Lawsuit and the risk Class Counsel took in bringing the Lawsuit. Class Counsel have conducted extensive investigation in prosecuting the Lawsuit, including, but not limited to, interviewing hundreds of employees, taking and defending more than 30 depositions, reviewing thousands of documents related to the Lawsuit, including hundreds of thousands of electronic records, propounding discovery, answering discovery for a substantial number of Class Members, reviewing and analyzing substantial amounts of payroll and time data, drafting and filing of motions, hiring and consulting with experts, and preparing all pre-trial motions and filings required by the court.

At the Fairness Hearing, each Named Plaintiff will request a service fee in the amount of Ten Thousand Dollars (\$10,000.00), totaling Two-Hundred Ten Thousand Dollars (\$210,000.00). The service payments are requested because these individuals provided service to the Settlement Class by helping Class Counsel formulate claims and by assisting in bringing the Lawsuit forward. The Named Plaintiffs participated in discovery and were subject to depositions. The service payments are separate from, and in addition to, the portion of the Settlement Fund that they may receive as a member of the Settlement Class.

4. How can I receive my payment?

You do not need to take any further action to receive a payment. If you move prior to receiving a check, you should contact the Claims Administrator at (xxx) xxx-xxxx to notify the Claims Administrator of your new address. You may also provide change of address information via facsimile to (xxx) xxx-xxxx or by e-mail to xxx@xxx.com.

The parties anticipate that the settlement checks will be issued this summer.

5. What am I giving up as a Class Member?

If the Federal Court grants final approval of the Settlement, the Lawsuit will be dismissed with prejudice, and you will release any claim that you may have from the beginning of time through January 4, 2017, against PNC as asserted in this case or that could have been so asserted in this case, under the FLSA or state wage and hour law, based on the allegations in the complaint, that accrued while you worked for PNC as a mortgage loan officer, including any claims for non-payment or improper payment of overtime compensation under any federal, state, or local law or regulation or common law, including but not limited to claims under the federal Fair Labor Standards Act and the wage and hour laws in Pennsylvania, New Jersey, Ohio, California, Maryland, Kentucky, Missouri, Illinois, Indiana, Washington, New Jersey, and/or New York and all other state and local wage and hour laws, relating to employment at PNC as a Mortgage Loan Officer. This includes claims for liquidated damages, attorneys' fees, costs, and expenses.

6. How do I exclude myself (opt-out) from this Settlement?

You will release your legal claims, as described in Section 5 above, unless you affirmatively exclude yourself from the Settlement. If you exclude yourself, you will not release or waive any legal claims, and you will preserve your right to sue PNC on your own for alleged violations of the Released Claims. If you exclude yourself from the Settlement, you will not receive money in this Settlement.

To exclude yourself from the Settlement, you must mail a written request to opt-out of the settlement to [ADDRESS], or you may send your request via facsimile to (xxx) xxx-xxxx or by e-mail to xxx@xxx.com. Your request for exclusion must be postmarked or submitted on or before [30 days from mailing date] to be valid. To be valid, the Request for Exclusion from Class Settlement

form must be signed and dated by you, and must include the name of the case. You should also provide your phone number on the request in case the Claims Administrator needs to contact you regarding same.

7. Final Approval of Settlement at Fairness Hearing

The Federal Judge presiding over this Lawsuit will conduct a Fairness Hearing at 10:00 a.m. on Thursday, April 6, 2017 in Courtroom 7C of the United States Courthouse, 700 Grant Street, Pittsburgh, Pennsylvania. At the Fairness Hearing, the Judge will decide whether the Settlement is sufficiently fair and reasonable to warrant final court approval. You are not required or expected to attend the Fairness Hearing. However, you are welcome to attend at your own expense. If you plan on attending, please contact Class Counsel so that the Court can be notified to ensure that there is enough space and time allotted for you.

8. How do I object to the Settlement?

If you believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement, either personally or through an attorney at your own expense, by filing a written objection with the Court and mailing a copy of your written objection to [ADDRESS] or you may send your objection via facsimile to (xxx) xxx-xxxx or by e-mail to xxx@xxx.com. In order to object to the Settlement, you must remain a class member and may not opt-out from the Settlement.

All objection(s) to any part of the Settlement must be signed by you or your counsel and set forth your address, telephone number, and the name of the Lawsuit. All objections must be postmarked or submitted no later than **[**30 Days from Mailing**]**. If you submit a timely objection, you may appear, either personally or through an attorney, at your own expense, at the Fairness Hearing discussed above. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Fairness Hearing. If you object to the Settlement, Class Counsel will not represent you in your objection.

Any class member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness and adequacy of the proposed Settlement, the payment of attorneys' fees, service payments, settlement administration fees, and litigation costs, and any and all other aspects of the Settlement.

Likewise, regardless of whether you file an objection, you will be deemed to have released all of the Released Claims against PNC and subject to the Release contained in the Settlement Agreement as explained in Section 5 above unless you properly request exclusion from the Settlement in accordance with the Section 6 above. Please note that if you exclude yourself from the Settlement by following the procedures set forth in Section 6 above, you will not have standing to object to the Settlement, and the Court will not consider your objection at the Fairness Hearing.

9. Are there more details about the Settlement? Questions?

Yes. This Notice summarizes the most important aspects of the Settlement. You can get a copy of the written Settlement Agreement and obtain further information regarding the Lawsuit and the Settlement by calling Class Counsel. Their contact information is listed below. You will not be charged any money for communicating with Class Counsel.

10. Do I have an attorney in this case?

The Court has appointed Swartz Swidler, LLC, Robert D. Soloff, P.A., Frank, Weinberg & Black PL, Spivak Lipton LLP and Woodley & McGillivray, LLP, to represent the interests of class members in the Lawsuit. Class Counsel will represent you in the

Lawsuit and can answer questions for you regarding the Lawsuit and the Settlement. Class Counsel's contact information is below. You will not be charged any money for Class Counsel's representation of you; rather Class Counsel will be paid out of the class-wide Settlement Fund. You also have the right to get your own attorney at your own expense in which case Class Counsel will not represent you in the Lawsuit or Settlement. If you object to the Settlement, Class Counsel will not represent you in your objections.

Justin L. Swidler, Esq.
Richard S. Swartz, Esq.
Swartz Swidler, LLC
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Cherry Hill, NJ 08034

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Phone: (202) 833-8855
Fax: (202) 452-1090
E-mail: mae@wmlaborlaw.com

Exhibit C

EXHIBIT C

As part of the settlement of the Bland Litigation, PNC hereby agrees to undertake, no later than June 30, 2017, the following actions:

I. Mortgage Loan Officers (“MLOs”)

- Institute a practice, whereby, as new hires, MLOs will sign a certification acknowledging receipt of, understanding of and compliance with the Overtime, Hours of Work, Recording and Correcting Time, and Resolution of Complaints policies.
- All current MLOs will receive a written communication summarizing the Overtime, Hours of Work, Recording and Correcting Time, and Resolution of Complaints policies and containing links to the full policies.
- The written communication will make clear that: MLOs must report all hours worked; MLOs will be paid for all overtime hours worked and recorded; and all suspected or actual violations of the Overtime, Hours of Work, and Recording and Correcting Time policies must be reported. The written communication also will emphasize that questions or concerns regarding the reporting or payment of overtime may be raised through management, the Employee Relations Information Center, the Corporate Ethics Office, or the Business Conduct and Ethics Hotline (calls made to the Hotline can be made anonymously). There will be no retaliation for good faith complaints.
- All MLOs will receive training on PNC overtime and related policies.

II. Managers of MLOs

- All new hires and newly promoted managers of MLOs will sign a certification acknowledging receipt of, understanding of and compliance with the Overtime, Hours of Work, Recording and Correcting Time, and Resolution of Complaints policies.
- All current managers of MLOs will receive a written communication summarizing the Overtime, Hours of Work, Recording and Correcting Time, and Resolution of Complaints policies and containing links to the full policies.
- The written communication will make clear that: MLOs must report all hours worked; MLOs will be paid for all overtime hours worked and recorded; and all suspected or actual violations of the Overtime, Hours of Work, and Recording and Correcting Time policies must be reported. The written communication also will emphasize that questions or concerns regarding the reporting or payment of overtime may be raised through management, the Employee Relations Information Center, the Corporate Ethics Office, or the Business Conduct and Ethics Hotline (calls made to the Hotline can be made anonymously). There will be no retaliation for good faith complaints.

- The written communication will also provide that managers of MLOs who knowingly violate the Overtime, Hours of Work, Recording and Correcting Time, and Resolution of Complaints policies will be disciplined up to and including termination of employment.
- All managers of MLOs will receive training on PNC overtime and related policies.