

## LEGAL NOTICE

If you paid fees to The PNC Financial Services Group, Inc. in order to make a mortgage payment by telephone, interactive voice response system (“IVR”), or the internet, a class action lawsuit may affect your rights.

*A court authorized this Notice. You are not being sued. This is not a solicitation by a lawyer.  
Corona v. The PNC Financial Services Group, Inc., Case No. 20-cv-06521-MCS-SPx (aco) (C.D. Cal.)*

- Guadalupe Alvarenga Corona (“Plaintiff”) sued PNC Bank, N.A. (“PNC”) on behalf of herself and others similarly situated within California who paid fees to make mortgage payments by telephone, IVR, or the internet.
- Plaintiff asserted that these fees were illegal under the Rosenthal Fair Debt Collection Practices Act and violated California’s Unfair Competition Law.
- The Court has allowed the lawsuit to be certified as a class action on behalf of all persons who paid such fees on residential property within California from June 22, 2016 to March 16, 2021.
- The Court has preliminarily approved a Settlement with PNC through which PNC will pay \$661,793.51 to resolve the claims against it.
- The Court has not decided whether PNC did anything wrong.
- Your legal rights are affected whether you act or don’t act. Read this Class Notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<b>DO NOTHING &amp; RECEIVE A PAYMENT</b>	<b>Stay in this lawsuit. Share in the Settlement if it is approved. Give up the right to sue on your own.</b> By doing nothing, you will be part of the Class and you will be entitled to recover from the Settlement Fund if the Settlement is approved by the Court. You give up any rights to sue PNC separately about the claims described in Section 10, below.
<b>EXCLUDE YOURSELF &amp; RECEIVE NO MONEY</b>	<b>Get out of this lawsuit. Get no benefits from it. Keep the right to act on your own.</b> If you ask to be excluded, you won’t share in the money (assuming the Settlement is approved). But you do not give up the claims described in Section 10, below.
<b>OBJECT</b>	<b>Stay in this lawsuit. Object to the Settlement.</b> If you do not opt out of the Class, you have the right to object to the Settlement and tell the Court why you don’t like the Settlement.

- Your rights and options to be excluded or object—and the deadline to exercise those options—are explained in this Notice.
- To ask to be excluded from the Class, you must act before December 8, 2021.

### 1. Why Did I Receive A Notice Package?

**You are not being sued.** Plaintiff, the person who filed the lawsuit, sued Defendant in a class action on behalf of similar mortgage payors.

PNC’s records show that you paid a fee to make your mortgage payment during the period from June 22, 2016 to March 16, 2021.

This Notice explains that the Court has allowed, or “certified,” a class action claim and preliminarily approved a Settlement that may affect you. You have legal rights and options that you may exercise before the Court holds a hearing on whether to finally approve the Settlement.

### 2. What Is This Lawsuit About?

Plaintiff is a California resident who paid PNC fees in order to make certain of her mortgage payments. The Court has approved Plaintiff to represent the Class.

Plaintiff alleges that PNC engaged in practices that violated California’s Rosenthal Act and Unfair Competition Law by charging fees to process mortgage payments by telephone, IVR, or the internet on payments made for residential properties within California.

Plaintiff seeks money for all California Class Members. PNC denies any liability whatsoever and denies that monies are owed or that it acted contrary to the law.

### **3. Do I Need to Hire an Attorney?**

**You do not need to hire your own attorney.** You are already represented by Class Counsel (see Section 17 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

### **4. What is a Class Action?**

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” In a class action lawsuit, a court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

### **5. Why is This Lawsuit a Class Action?**

The Court decided that Plaintiff’s claims can be a class action because they meet the requirements of the rules governing class actions.

- There are many people within California who paid PNC fees when they made their mortgage payments.
- There are legal questions and facts that are common to each of them.
- The Plaintiff’s claims are typical of the claims of the rest of the Class.
- Plaintiff and the lawyers representing the Class will fairly and adequately represent the Class’ interests.
- Legal questions and facts that are common to the Class are more important than questions that affect only members of the Class individually.
- This class action will be more efficient than having many individual lawsuits.

### **6. Am I a Member of the Class?**

You are a member of the Class if you paid fees when making a mortgage payment by telephone, IVR, or the internet on residential property within California from June 22, 2016 to March 16, 2021.

Unless you exclude yourself, you will remain a Class Member, and you will receive money and be bound by the results of this lawsuit and the settlement of the lawsuit.

### **7. Has the Court Decided Who is Right?**

The Court hasn’t decided whether PNC or the Plaintiff is correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiff would win or lose this case. The Court has preliminarily approved a Settlement and certified a class for purposes of this Settlement.

The proposed Settlement represents a compromise of highly disputed claims. Nothing in the proposed Settlement is intended to or will be construed as an admission by Defendants that the claims in the Lawsuit have merit or that Defendants has any liability to the Class Representative or to the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

### **8. What are the Terms of the Settlement?**

The proposed Settlement will resolve all claims described in Section 10, below, including any under the Rosenthal Act and Unfair Competition Law.

The Parties have agreed to settle the case for \$661,793.51 (“Gross Settlement Amount”). Under the terms of the proposed Settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed 30% of the settlement amount and subject to court approval; (2) all documented litigation costs to Class Counsel, in amounts set by the Court; (3) a service payment to the Class Representative for services in the Lawsuit, in an amount not to exceed \$5,000.00; and (4) settlement administration costs.

The amount of money remaining after these payments, which is approximately \$388,255.46, is the amount that will be distributed to Class Members who do not opt out of the proposed Settlement (“Net Settlement Amount”). If the proposed Settlement is approved, the Net Settlement Amount will be distributed to Class Members on a pro rata basis based on the amount in fees they paid to PNC during the period from June 22, 2016 to March 16, 2021 when making their mortgage payments.

The Net Settlement Amount will be allocated as follows: A Class Member’s pro rata share of the Net Settlement Amount will be calculated according to the following formula:

(Class Member’s Fees Paid ÷ Total Fees Paid by members of the Class who do not exclude themselves from the Class)  
\*Net Settlement Amount = Class Member’s pro rata share.

## 9. How Will the Lawyers be Paid?

Class Counsel will be requesting from the Court an amount not to exceed 30% of the Settlement Fund for their attorneys' fees and will also seek their actual litigation costs and expenses. The actual amount awarded to Class Counsel will be determined by the Court.

## 10. How Does the Settlement Affect My Rights?

If the proposed Settlement is finally approved, the Court will enter a Final Order and Judgment.

**Upon such Final Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims against PNC:**

Any and all claims, demands, damages, causes of action, rights, attorneys' fees and expenses whatsoever, that arise from or relate in any way to the facts, allegations and disputes that are the subject matter of the Action, including any claims of any nature whatsoever in law or equity which were, or could have been asserted, in the Action or that arise out of or relate in any way to the collection or attempted collection of Fees including but not limited to, statutory or regulatory violations, state or federal debt collection claims (including but not limited to violations of the Fair Debt Collection Practices Act and the California Rosenthal Fair Debt Collection Practices Act), unfair, abusive or deceptive act or practice claims, tort, contract, or other common law claims, or violations of any other related or comparable federal, state, or local law, statute or regulation, and any damages (including any compensatory damages, special damages, consequential damages, punitive damages, statutory penalties, attorneys' fees, costs) related thereto, directly or indirectly, and any equitable, declaratory, injunctive, or any other form of relief arising thereunder, whether accrued or unaccrued, known or unknown.

The Settlement Agreement is available through the "court documents" link on the website [www.PNCSettlement.com](http://www.PNCSettlement.com). The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the Class Counsel listed in Question 17 (i.e., Bradley/Grombacher LLP) for free or you can, of course, talk to your own lawyer if you have questions about what this means.

## 11. What do I Need to do to Receive a Settlement Payment?

You do not need to do anything to participate in the proposed Settlement. If the proposed Settlement is finally approved, the Settlement Administrator will mail out settlement payments pursuant to the schedule provided in the Settlement Agreement. Class Counsel has been appointed and approved by the Court to represent you for settlement purposes only.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that your settlement payment will be sent to the correct address. If you fail to keep your address current, you may not receive your settlement payment.

## 12. How Do I Exclude Myself from the Class?

If you do not wish to be a part of the class, and you do not wish to be bound by any result of this lawsuit or share in the recovery from the lawsuit, you may exclude yourself (generally called "opting out") by submitting a written opt-out request to the Settlement Administrator.

In order to opt out, you must (1) mail a written signed statement that "I wish to opt out from the *Corona v. PNC* Lawsuit."; (2) state your name, current address, and PNC loan number; and (3) ensure that your signed statement is postmarked no later than December 8, 2021.

You must sign the request for exclusion personally and may not have someone sign for you, nor may you submit a request for exclusion on behalf of a group. Your request for exclusion must be signed and returned via United States first-class mail postmarked no later than December 8, 2021 to:

***Corona v. PNC Bank, N.A. Settlement Administrator***  
**P.O. Box 43434**  
**Providence, RI 02940-3434**

If you submit a timely request for exclusion, then upon its receipt you shall no longer be a member of the Class, you will not be bound by any result of this lawsuit or share in any recovery from the lawsuit. If you wish, you may pursue, at your own expense, any claims you may have against PNC. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the Settlement in this lawsuit.

## 13. What if I Do Not Exclude Myself from This Settlement?

The proposed Settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the Settlement whether or not they cash their settlement payment checks. Final approval of the proposed Settlement will bar any Class Member who does not request to be excluded from the Settlement from initiating a lawsuit or proceeding regarding the Released Claims against the Releasees.

**14. How Do I Object to the Settlement?**

If you do not request to be excluded, you can object to any of the terms of the proposed Settlement before the Final Approval Hearing in writing. To object, you must submit a written objection to the Settlement Administrator at the following address: *Corona v. PNC Bank, N.A.* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434. All objections must also be filed with the Court and served on Class Counsel at the address specified in Section 17 and on Counsel for PNC at Buckley Sandler LLP, 100 Wilshire Boulevard, Suite 1000, Santa Monica, CA 90401, c/o Fredrick S. Levin and Geoffrey L. Warner.

The objection must: (a) set forth your full name, current address, and telephone number; (b) state your loan number, which shall be partially redacted by the Settlement Administrator before filing with the Court; (c) set forth a statement of the objection you wish to assert, including the factual and legal grounds for the objection; (d) set forth the names and a summary of testimony of any witnesses that you might want to call in connection with the objection; (e) provide copies of all documents that you wish to submit in support of your position; (f) provide the name(s) of any attorney(s) representing you; (g) state the name, court, and docket number of any class action litigation in which you and/or your attorney(s) has previously appeared as an objector or provided legal assistance with respect to an objection; and (h) state whether the objection applies only to you, to a specific subset of the Class, or to the entire Class.

The objection must be postmarked on or before December 8, 2021.

If the Court rejects your objection and approves the proposed Settlement, you will still be bound by the terms of the Settlement, and you will also be sent a settlement payment.

**15. What is the Final Approval Hearing?**

The Court has preliminarily approved the proposed Settlement and will hold a hearing to decide whether to give final approval to the proposed Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the proposed Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class Members; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service payment to the Class Representative.

**16. When and Where is the Final Approval Hearing?**

The Court will hold the Final Approval Hearing on Monday, January 24, 2022 at 9:00 a.m., in Courtroom 7C of the United States District Court, Central District of California, located at 350 West 1st Street, Los Angeles, CA 90012 (“Final Approval Hearing”). The Final Approval Hearing may be continued without further notice to the Class Members. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue, and no settlement payments will be made.

You may attend the Final Approval Hearing, but it is not necessary for you to appear in order to receive your share of the Settlement. You have the right to attend the Final Approval Hearing without counsel or to be represented by your own counsel at your own expense. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement. However, if you have requested exclusion from the proposed Settlement, you may not object or speak at the Final Approval Hearing. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time.

**17. How Do I Get Additional Information?**

The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Central District of California. The case number is 20-cv-06521-MCS-SPx (aco).

**If you have any questions, you can call the Settlement Administrator at 1-866-753-2432 or Class Counsel at the telephone number listed below.**

<b>CLASS COUNSEL</b>
MARCUS J. BRADLEY, KILEY L. GROMBACHER ROBERT N. FISHER BRADLEY/GROMBACHER LLP 31365 Oak Crest Drive, Suite 240, Westlake Village California 91361 Telephone: (805) 270-7100 www.bradleygrombacher.com

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS CASE.**

**THIS NOTICE IS AUTHORIZED BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.**