

## **If You Paid Overdraft Fees to RBC Bank, You May Be Eligible for a Payment from a Class Action Settlement.**

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

- A \$7.5 million Settlement has been reached in a class action about the order in which RBC Bank (USA) (“RBC”), posted Debit Card Transactions to customer Accounts, and the alleged effect the posting order had on the number of Overdraft Fees charged to Account Holders. The Settlement was reached with PNC Bank, N.A. (“PNC”), successor in interest to RBC after the two banks merged. PNC maintains that there was nothing wrong about the posting process used by RBC and that no laws were violated.
- Current holders of PNC consumer checking accounts that were formerly RBC accounts and former holders of RBC consumer checking accounts may be eligible for a payment or Account credit from the Settlement Fund.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Receive a Payment or Account Credit</b>	If you are entitled under the Settlement to a payment or Account credit, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, all Settlement Class Members whose Overdraft Fees were not paid due to a negative account balance at closing or were not refunded by the Bank will automatically receive a payment or Account credit.
<b>Exclude Yourself from the Settlement</b>	Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against PNC about the claims in this case.
<b>Object</b>	Write to the Court if you do not like the Settlement.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Settlement.
<b>Do Nothing</b>	You will receive any payment or Account credit to which you are entitled and will give up your right to bring your own lawsuit against PNC about the claims in this case.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments and Account credits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**Questions? Call 1-855-958-0544 or visit [www.RBCBankOverdraftSettlement.com](http://www.RBCBankOverdraftSettlement.com)**

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## BASIC INFORMATION

### 1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

Senior Judge James Lawrence King, of the U.S. District Court for the Southern District of Florida, is overseeing this case. The case is known as *In Re: Checking Account Overdraft Litigation*, 1:09-MD-02036-JLK. The person who sued is called the “Plaintiff.” The Defendant is PNC Bank, successor in interest to RBC Bank when the two banks merged.

### 2. What is this lawsuit about?

The lawsuit claims that RBC posted Debit Card Transactions in the order of highest to lowest dollar amount, which Plaintiff argues results in an increased number of Overdraft Fees assessed to customers. The complaint in this Action is posted on this website and contains all of the allegations and claims asserted against RBC. PNC maintains that there was nothing wrong about the posting process RBC used and that no laws were violated.

### 3. What do Overdraft Fee, Account, High-to-Low Posting, Debit Card Transaction and Positive Differential Overdraft Fees mean?

An “Overdraft Fee” is any fee assessed to an Account for items paid when the Account has insufficient funds to cover the item. Fees charged to transfer funds from other accounts are excluded. “Account” means any consumer checking, demand deposit or savings account maintained by RBC in the United States accessible by a Debit Card, including Accounts which became PNC accounts as a result of RBC’s merger with PNC. “High-to-Low Posting” means RBC’s practice of posting an Account’s Debit Card Transactions from highest to lowest dollar amount each business day, which is alleged to have resulted in the assessment of Overdraft Fees that would not have been assessed if RBC had used an alternative posting method, e.g., one that posted transactions from lowest to highest. “Debit Card Transaction” means any debit transaction effectuated with a Debit Card, including Point of Sale transactions (whether by PIN or signature/PIN-less) and ATM transactions. For avoidance of doubt, Debit Card Transaction does not include a debit transaction effectuated by check, by preauthorized transaction, by wire transfer or Automated Clearing House (“ACH”) transaction, or a transfer to another account such as a credit card account or line of credit. “Positive Differential Overdraft Fee” means all eligible Overdraft Fees minus any Overdraft Fees that were not paid due to a negative account balance at closing or were not refunded by RBC.

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

In a class action, one or more people called named plaintiffs (in this case, Michael Dasher) sue on behalf of people who have similar claims.

All of the people who have claims similar to the named plaintiff are members of the Settlement Class, except for those who timely exclude themselves from the class.

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## 5. Why is there a Settlement?

The Court has not decided in favor of either Plaintiffs or PNC. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The class representative and their attorneys think the Settlement is best for everyone who is affected.

## WHO IS IN THE SETTLEMENT?

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

## 6. Who is included in the Settlement?

The Settlement Class includes:

All holders of a RBC Account who, from October 10, 2007 through and including March 1, 2012, incurred one or more Overdraft Fees as a result of RBC's High-to-Low Posting.

Excluded from the Class are all former RBC and current PNC employees, officers and directors, and the judge presiding over this Action.

You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

## THE SETTLEMENT'S BENEFITS

## 7. What does the Settlement provide?

PNC has agreed to establish a Settlement Fund of \$7.5 million from which Settlement Class Members may receive payments or Account credits. The amount of such payments or Account credits cannot be determined at this time. However, it will be based on the number of Settlement Class Members and the amount of Additional Overdraft Fees each Settlement Class Member paid as a result of RBC's High-to-Low Posting practice. PNC will separately pay for Settlement administration and related costs; such amounts will not come out of the \$7.5 million Settlement Fund.

## 8. How do I receive a payment or Account credit?

If you are in the Settlement Class and entitled to receive a cash benefit, you do not need to do anything to receive a payment or Account credit. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, all Settlement Class Members whose Overdraft Fees were not paid due to a negative account balance at closing or were not refunded by the bank will automatically receive a payment or Account credit for your *pro rata* portion of eligible Overdraft Fees you paid during the time period covered by the Settlement.

**Questions? Call 1-855-958-0544 or visit [www.RBCBankOverdraftSettlement.com](http://www.RBCBankOverdraftSettlement.com)**

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

Unless you exclude yourself from the Settlement Class, you cannot sue, continue to sue or be part of any other lawsuit against PNC about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The “Release of Claims” included in the Settlement Agreement describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at [www.RBCBankOverdraftSettlement.com](http://www.RBCBankOverdraftSettlement.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue PNC on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself — or it is sometimes referred to as “opting-out” of the Settlement Class.

## 10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

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

You must mail your exclusion request, postmarked no later than **March 18, 2020**, to:

Checking Account Overdraft Litigation Exclusions  
P.O. Box 4109  
Portland, OR 97208-4109

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

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

## 12. If I exclude myself from the Settlement, can I still receive a payment?

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

## THE LAWYERS REPRESENTING YOU

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

The Court has appointed a number of lawyers as “Class Counsel” and “Settlement Class Counsel” to represent you and others in the Settlement Class. Aaron S. Podhurst of Podhurst Orseck, P.A., Bruce S. Rogow of Bruce S. Rogow, P.A. and Robert C. Gilbert of Grossman Roth Yaffa Cohen, P.A. have been appointed as Settlement Class Counsel, and they are responsible for handling all Settlement-related matters on behalf of Plaintiffs.

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Settlement Class Counsel will represent you and others in the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **14. How will the lawyers be paid?**

Class Counsel intend to request up to 35% of the money in the Settlement Fund for attorneys' fees, plus reimbursement of their litigation costs and expenses incurred in connection with prosecuting this case. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that up to \$10,000.00 be paid from the Settlement Fund to the one Class Representative for his service to the entire Settlement Class.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

#### **15. How do I tell the Court that I don't like the Settlement?**

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's request for attorneys' fees and expenses and/or the request for a Service Award for the Class Representative. To object, you must submit a letter that includes the following:

- The name of this case, which is *In Re: Checking Account Overdraft Litigation*, 1:09-MD-02036-JLK;
- Your full name, address and telephone number;
- An explanation of the basis upon which you claim to be a member of the Settlement Class;
- A statement with specificity of the grounds for your objection, and whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for your objection known to you or your counsel;
- The number of times in which you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection to the Settlement or fee application;
- A copy of any orders related to or ruling upon counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five (5) years;
- Any and all agreements that relate to your objection or the process of objecting— whether written or oral—between you or your counsel and any other person or entity;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection;

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- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than **March 18, 2020**.

<p style="text-align: center;">Clerk of the Court U.S. District Court for the Southern District of Florida James Lawrence King Federal Justice Building 99 Northeast Fourth Street Miami, FL 33132</p>	<p style="text-align: center;">Checking Account Overdraft Litigation P.O. Box 4109 Portland, OR 97208-4109</p>
<p style="text-align: center;">Robert C. Gilbert Grossman Roth Yaffa &amp; Cohen P.O. Box 140420 Coral Gables, FL 33114</p>	<p style="text-align: center;">Mark J. Levin, Esq. BALLARD SPAHR LLP 1735 Market St., 51st Floor Philadelphia, PA 19103</p>

#### 16. What's the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

The Court will hold the Final Approval Hearing to decide whether to approve the Settlement and the request for attorneys' fees, expenses and Service Award. You may attend and you may ask to speak, but you don't have to do so.

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

The Court will hold a Final Approval Hearing at 10:30 a.m. on **April 22, 2020**, at the United States District Court for Southern District of Florida, Miami Division, located at James Lawrence King Federal Justice Building, 99 Northeast Fourth Street, Miami, FL 33132. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.RBCBankOverdraftSettlement.com](http://www.RBCBankOverdraftSettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider the request by Class Counsel for attorneys' fees and expenses and for the Service Award for the Class Representative. If there are objections, the Court will consider them at the hearing. The Court will decide whether to approve the Settlement at or following the hearing. We do not know how long these decisions will take.

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**18. Do I have to come to the hearing?**

No. Settlement Class Counsel will answer any questions the Court may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper address and it complies with the requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**IF YOU DO NOTHING**

**19. What happens if I do nothing at all?**

If you do nothing, you will still receive the benefits to which you are entitled. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against PNC or RBC relating to the issues in this case.

**GETTING MORE INFORMATION**

**20. How do I get more information?**

This Detailed Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at [www.RBCBankOverdraftSettlement.com](http://www.RBCBankOverdraftSettlement.com). You may also write with questions to Checking Account Overdraft Litigation, P.O. Box 4109, Portland, OR 97208-4109, or call the toll-free number, 1-855-958-0544. Do not contact PNC or the Court for information.