

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY**

MARC BLOCK, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

RBS CITIZENS, NATIONAL
ASSOCIATION, INC., d/b/a "Charter
One",

Defendant.

1:15-CV-01524 (JHR) (JS)

**DECLARATION OF STEPHEN P. DeNITTIS, ESQ. IN SUPPORT OF PRELIMINARY
OF PROPOSED CLASS ACTION SETTLEMENT**

I, Stephen P. DeNittis, upon my oath certify as follows:

1. I am an attorney-at-law of the State of New Jersey, and a shareholder with DeNittis Osefchen, P.C.
2. I am certified by the State of New Jersey as a certified civil trial attorney and currently serve as lead class counsel in the above-captioned case.
3. Attached hereto as Exhibit A is a true and correct copy of the Amended Settlement Agreement and Release, dated September 7, 2016, between Plaintiff Marc Block and Defendant Citizens Bank, N.A. ("Settlement" or "Agreement").
 - a. Annexed to the Amended Settlement Agreement and Release as Exhibit 1 is a true and correct copy of the proposed Final Judgment.
 - b. Annexed to the Amended Settlement Agreement and Release as Exhibit 2 is a true and correct copy of the Long Form Notice.
 - c. Annexed to the Amended Settlement Agreement and Release as Exhibit 3 is a true and correct copy of the Short Form Notice.

d. Annexed to the Amended Settlement Agreement as Exhibit 4 is a true and correct copy of the proposed Order granting preliminary approval of the proposed Class Settlement.

4. I fully support the proposed settlement in the case at bar and believe it is fair, reasonable and in the best interest of the class. The named, lead Plaintiff also fully supports the proposed Settlement.

5. By way of background, on February 27, 2015, Plaintiff filed a complaint in the United States District Court for the District of New Jersey on behalf of himself and all others similarly situated (the “Complaint”).

6. The Complaint brought claims for both breach of contract under Rhode Island¹ law and the Truth in Lending Act (“TILA”). Complaint at ¶¶ 72-102.

7. Plaintiff alleged that, during the relevant Class Period, Defendant used a pre-printed form contract for its HELOC Accounts that included language stating that Citizens could charge an annual fee of \$100, or, in some contracts, \$125, but would not do so if the average outstanding balance on the borrower’s HELOC credit line was more than a specified percentage of the line of credit during the prior twelve month period (the “Credit Line Agreement”). *Id.* at ¶ 23.

8. Plaintiff further alleged that certain of Citizens’ form HELOC contracts included an Annual Fee Rider (“Rider”). *Id.* ¶ 41. The Rider provided that no annual fee would be charged to an applicable account, regardless of the average outstanding balance on the line of credit. *Id.* ¶ 42.

¹ Based on the uniform language of the “choice of law” clause contained in the HELOC form contract documents signed by the class members, Rhode Island state law applies to all claims for breach of contract brought in this action, regardless of the state in which the HELOC form contract was actually signed or where the class member resides.

9. Plaintiff alleged that Citizens employed a uniform policy during the Class Period of charging an annual fee to Account holders contrary to the terms of the Credit Line Agreement and/or the Rider. Id. ¶¶ 37, 46.

10. After the filing of the Complaint, Plaintiff filed a Motion for Class Certification on March 17, 2015, which was later withdrawn without prejudice to refile.

11. After the Parties began settlement discussions, as described below, they participated in three conferences with Magistrate Judge Schneider in June, September, and October 2015.

12. The Parties held a discovery conference and negotiated a Confidentiality Agreement in September 2015 before the October court conference.

13. Citizens filed its Answer on October 8, 2015.

14. Plaintiffs served written discovery requests on Citizens on October 30, 2015, and Citizens served written discovery on Plaintiffs on November 2, 2015.

15. The Parties first started discussing potential settlement on or around April 30, 2015 during a call regarding Plaintiff's Complaint and discovery.

16. Class Counsel requested that Citizens compile and provide certain information, pursuant to Federal Rule of Evidence 408, that Class Counsel would need to effectively consider a potential settlement and make a demand on Citizens.

17. The Parties entered into an Informal Discovery Confidentiality Agreement in June 2015, and Citizens began to provide Class Counsel with the requested information as from its consumer loan servicing system and backup tapes.

18. Citizens provided informal discovery, on a masked-account basis to protect individual privacy, that included a variety of data regarding Accounts that existed on Citizens'

consumer loan servicing system between December 1, 2008 and December 22, 2015 and were charged a Usage Fee (the "Preliminary Account Data").

19. All data provided to Class Counsel have been masked by Citizens to protect customer privacy. Class Counsel has no access to names of account holders, addresses, account numbers, or other data that could be used to identify the customers behind the data provided.

20. Prior to negotiating with Citizens, Class Counsel reviewed the data and determined that Citizens' data was sufficient to analyze on a class-wide basis the accounts that were charged a Usage Fee when the Account's Usage Percentage was equal to, or greater than, the percentage required to avoid a Usage Fee and those Accounts that were charged a Usage Fee when the Account had a Rider or otherwise prohibited or waived Usage Fees for the life of the Account.

21. The Parties engaged in intense settlement discussions between January and April 2016.

22. A tentative settlement was reached in April 2016, and the Parties negotiated the terms of the Settlement Agreement thereafter. The parties informed Magistrate Judge Schneider that they reached a tentative settlement during the May 5, 2016 status conference.

23. The Parties' settlement negotiations were at arms-length and were concluded prior to any discussions regarding attorneys' fees and costs and the service award to the Plaintiff.

24. Citizens provided confirmatory discovery establishing that the Preliminary Account Data was sufficient to form the basis of the proposed settlement. This confirmatory discovery included:

a. Finalized Account Data which consisted of final updated versions of the Preliminary Account Data previously produced;

b. A sworn declaration of Defendant's employee Senior Vice President, Operations Group Manager, Kevin J. Inkley; and

c. A sworn affidavit of expert economic and finance consultant Robert B. Noah.

25. Plaintiff and Class Counsel believe that the Settlement provides substantial financial benefit and convenience to the Settlement Class. In fact, the settlement represents a full refund to each Settlement Class Member of any alleged overcharges – an extraordinary result for the class.

26. If the Settlement is approved, more than 2,900 Settlement Class Members will receive Automatic Distributions – they do not need to fill out any claim forms – of their portion of the Settlement Fund.

27. Furthermore, each Settlement Class Member's award will not be reduced by attorney's fees or the service award to Plaintiff, which will be paid by Citizens under the Agreement.

28. Citizens has current address information for the Current Account Holders and a last known address for the Past Account Holders.

29. The Notice Program is reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement, Class Counsel's Fee Application and request for Service Awards for Plaintiff, and their rights to opt-out of the Settlement Class and object to the Settlement. The Notices and Notice Program constitute sufficient notice to all persons entitled to notice. The Notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

30. The Parties negotiated the proposed Service Award for Class Representative after reaching agreement on all other material terms of the Settlement.

31. Plaintiff in this matter provided substantial assistance to Class Counsel throughout the case on behalf of the class. He met and conferred with class counsel several times, provided documents and information needed to draft the Complaint, helped edit the Complaint to ensure accuracy, and reviewed the settlement agreement. He was prepared to go forward with the litigation to trial and willing to participate in depositions and written discovery, if needed. He has been very involved with the case and frequently contacted Class Counsel's office to inquire, what, if anything, he could do to assist.

32. Finally, other than the Service Award, Plaintiff will not receive anything more from this Settlement than any other Class Member. Instead, he will be entitled to the same relief, subject to the same conditions, as any other Class Member.

33. Class Counsel conducted substantial investigation and discovery prior to suit, and during the litigation and settlement negotiations. Specifically, Class Counsel gathered and reviewed all of Plaintiff's documents associated with the claim. Class Counsel conducted an online investigation and corporate searches to identify the relevant corporate entities, as well as conducted extensive legal research into the substantive claims. Class Counsel also conducted online searches and obtained copies of other Citizens' HELOC documents for review and comparison to the HELOC signed by Plaintiff.

34. In addition, Citizens provided, pursuant to Rule 408, and Class Counsel analyzed Preliminary Account Data over a series of productions that included a variety of masked data reflecting account-level information for each Account, including among other things: (1) Usage

Fees assessed, (2) Usage Fees waived, (3) Contract/Anniversary Date; (4) dates Usages Fees were charged; and (5) outstanding account balance and available credit information.

35. The data produced by Citizens was sufficient to analyze on a class-wide basis Accounts that were charged a Usage Fee when the Account's Usage Percentage was equal to, or greater than, the percentage required to avoid a Usage Fee or were charged a Usage Fee when the Accounts had a rider or otherwise prohibited or waived Usage Fees for the life of the Account.

36. Once that data was reviewed, counsel for the Parties participated in extensive, arms-length settlement negotiations, including an intense period of negotiations between January and April 2016.

37. Once a tentative settlement was reached, Plaintiff's counsel then received confirmatory discovery to further confirm that the data provided to Plaintiff was sufficient to form a basis for the proposed Settlement.

38. This confirmatory discovery included: final updated versions of the account data previously produced, a sworn declaration of Citizens' Senior Vice President, Operations Group Manager, Kevin J. Inkley, and a sworn affidavit of expert economic and finance consultant Dr. Robert B. Noah. This information provided a firm basis for concluding that the tentative settlement was fair and reasonable.

39. In addition, the Inkley and Noah Declarations explained Citizens' process for obtaining and analyzing the data to establish that the Usage Fee class consists of at least 2,491 members and the Usage Fee Rider Class consists of at least 454 members.

40. I received my Juris Doctor degree from Widener University School of Law in 1997.

41. I am admitted to practice before the Supreme Court of the United States, the Federal

District Court of New Jersey, the Federal District Court for the Eastern District of Pennsylvania, the Federal District Court for the Western District of Tennessee, the Supreme Court of New Jersey and the Commonwealth of Pennsylvania.

42. I have extensive experience successfully participating as lead or co-lead counsel in over 150 class actions, involving consumer fraud, violations of the Real Estate Settlement Procedures Act (RESPA), construction defects, wage and hour violations, and environmental torts, including, but not limited to the following class actions:

Federal Class Actions: Poole v. Merrill Lynch, Civil Action No. 06-cv-1657 (D.Or) (Mr. DeNittis was co-lead counsel in a nationwide wage and hour class action which settled for \$43.5 million); Kaufman v. JP Morgan Chase, Civil Action No. 05-cv-9750 (S.D.N.Y.) (\$5 million wage and hour class settlement); Telliho v. American Traffic Solutions, Civil Action No. 3:12-cv-4800-SGS (\$4.2 million settlement regarding New Jersey red light cameras); Anderson v. Redflex, Civil Case No. 3:12-cv-5198 (\$2.1 million settlement regarding New Jersey red light cameras); Bernhard v. TD Bank, Civil Action No. 08-4392-RBK-AMD(D.N.J.) (\$375,000 wage and hour settlement); Kaufmann v. Commerce Bancorp., Civil Action No. 06-cv-4664-RBK-RMD (D.N.J.) (\$600,000 wage and hour settlement); Jones v. Commerce Bancorp. Inc., Civil Action No. 05-cv-05600-RBK-AMD (D.N.J.) (injunctive relief settlement); DeMarco v. National Collector's Mint, Inc., 229 F.R.D. 73 (S.D.N.Y. 2005) (Mr. DeNittis was lead counsel in a matter of first impression which resulted in a \$9,000,000 valued settlement); Carnival, et al. v. WMX Technologies, et. al., Civil Action No. 97-5122 (D.N.J.) (\$5.1 million settlement); Arnold, et al. v. Ambassadors International, Inc., et al., Civil Action No. 01-CV-2020 (RBK) (D.N.J.) (\$5 million valued settlement and injunctive relief);

State Court Class Actions: Barkers v. PSEG, Docket No. BUR-C-39-03 (settlement resulted in PSEG repairing 3,000 defective gas meter sets throughout the State of NJ and resulted in the Board of Public Utilities adopting new gas meter regulations); Felderstein v. Orleans, Docket No. BUR-L-479-02 (\$345,000 settlement); Melnick v. Orleans, Docket No. BUR-L-152-01 (\$1.4 million settlement); Spectracom, Inc. v. Cell Direct Corporation and Fax.com, Inc., Docket No. CAM-C-116-02 (injunctive relief settlement); Ward and Decker v. York International, et al., Docket No. BUR-L-2693-03; Schmoll, et al. v. Hovnanian, Docket No. BUR-C-141-02; Staub v. Hoeganaes, Docket No. BUR-L-2080-03 (\$1.4 million dollar settlement); Blasini v. Weichert South Jersey, Inc., Docket No. BUR-L-736-11 (\$525,000 for a class of 8,000 Weichert buyers charged an allegedly \$200 illegal administrative fee in violation of the NJ CFA fraud); Blasini v. Prudential Fox & Roach, Docket No. BUR-989-11 (\$270,000 for a class of 4,000 Prudential buyers charged an allegedly \$275 illegal administrative fee in violation of the NJ CFA); Baraldi v. Surety Title, Docket No. BUR-L-3379-11 (a settlement on behalf of 36,000 Surety consumers who were allegedly overcharged deed and mortgage recording fees and were refunded 100% of the overcharge through a claims process); Blasini v. Trident Land Transfer Company of New Jersey, LLP; Trident Insurance Agency Company, LP; Trident Insurance Agency Company, LP; Trident Abstract Title Agency, LLC; and Trident Group, Inc., Docket No. CAM-L-2355-11 (a settlement on behalf of 17,000 Trident consumers who were allegedly overcharged mortgage recording fees and were refunded 100% of the overcharge through a claims process).

43. I have presented and and/or lectured to attorneys on the following class action topics at the following Continuing Legal Education seminars:

- Lecturer, "Fair Labor Standards Act (FLSA) Collective Actions," Camden County Bar Association Labor & Employment Law Committee, November 12, 2008

- Lecturer, “Private Practice Professional Development Symposium – Class Action Litigation,” Rutgers-Camden University School of Law, February 28, 2009
- Lecturer, “Anticipating Class Action,” Camden County Bar Association Class Action Practice Committee, March 23, 2010
- Lecturer, “The Impact of Recent Developments in Class Action Law in the Interests of Plaintiffs and Defendants – New Jersey and Beyond,” Camden County Bar Association Class Action Committee, April 19, 2011
- Lecturer, “Challenges for Plaintiffs and Defendants Posed by Recent NJ Class Action Decisions,” Camden County Bar Association Class Action Practice Committee, May 16, 2012
- Lecturer, “Consumer Fraud Product Labeling Class Actions: One Label, Very Different Perspectives – Plaintiffs, Defendants and the Government,” Perrin Conferences, November 15, 2012
- Lecturer, “Ascertainable Loss Under the NJ CFA – More than Just Out-of-Pocket Damages,” New Jersey Association for Justice, Meadowlands Seminar, November 15, 2013
- Lecturer, “Identifying Consumer Class Action,” New Jersey Association of Justice, Boardwalk Seminar, April 9, 2015

44. I am co-author with my partner, Joseph Osefchen, Esq., of the following publication relating to class actions. Mr. Osefchen has focused his practice almost exclusively on class actions for the last 23 years participating in more than 170 class actions.

- Co-author, “A Plaintiff’s Perspective of the New “Ascertainability” Requirement in Federal Class Actions,” New Jersey Lawyer Magazine, March 2015

I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct.

DeNITTIS OSEFCHEN, P.C.

By:

STEPHEN P. DeNITTIS, ESQ.

Dated: September 9, 2016

Exhibit A

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY

MARC BLOCK, on behalf of himself
and all others similarly situated,

Plaintiff,

V.

RBS CITIZENS, NATIONAL
ASSOCIATION, INC., d/b/a "Charter
One",

Defendant.

1:15-CV-01524 (JHR) (JS)

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Amended Settlement Agreement and Release (the “Agreement”) is made and entered into by and between (1) Plaintiff Marc Block (“Plaintiff” or the “Class Representative”), individually and on behalf of the Settlement Class (defined below), by and through undersigned Settlement Class Counsel (defined below) and (2) Defendant Citizens Bank, N.A. (“Defendant” or “Citizens” and, together with the “Plaintiff” or “Class Representative,” the “Parties”), subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure.

SECTION I
FACTUAL BACKGROUND AND RECITALS

1.01 On February 27, 2015, Plaintiff Marc Block filed the Action against Citizens Bank, N.A., erroneously sued as RBS Citizens, National Association, Inc., in the United States District Court for the District of New Jersey on behalf of himself and all others similarly situated. In the Complaint, Plaintiff alleged that Defendant improperly

charged usage fees on his home equity line of credit (“HELOC”) account. Based on the following, Plaintiff asserted claims for breach of contract, breach of implied covenant of good faith, and violations of the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* (the “Alleged Claims”) and sought, *inter alia*, monetary damages and equitable relief.

1.02 On October 8, 2015, Defendant filed an Answer to Plaintiff’s Complaint. In its Answer, Defendant denied any wrongdoing or liability, denied that a class could be certified, and further denied that Plaintiff was a typical or an adequate class representative. Defendant continues to deny Plaintiff’s allegations, denies any wrongdoing, disclaims liability, asserts that it has valid defenses, and states that a class could not be certified in this matter.

1.03 Beginning in late 2015, the Parties engaged in preliminary settlement discussions, and Citizens produced certain confidential data to Plaintiff. After multiple arm’s length negotiating sessions between counsel for Plaintiff and Defendant, the Parties reached a preliminary agreement in April 2015. On April 28, 2016, the Parties filed a letter with the Court informing it of the Parties’ agreement.

1.04 Settlement Class Counsel has conducted an extensive investigation into the facts and the law regarding this Action and has concluded that it is in the best interests of the Settlement Class to enter into this Agreement and Settlement with Citizens to avoid the uncertainties, costs, and risks associated with litigating this Action, and to obtain the benefits described herein for the Settlement Class, and further, that this Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

1.05 Citizens, despite its belief that it has good, valid and complete defenses to the claims alleged and that a class could not be certified in this matter, has nevertheless agreed to enter into this agreement and deposit the Settlement Amount into the Settlement Fund to avoid further expense, inconvenience, and the distraction of burdensome litigation, to obtain the releases and judgment contemplated by the Agreement, to resolve, satisfy, and terminate with finality all claims that the Settlement Class has or could have asserted against Citizens in the Action.

1.06 The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of the Released Claims. Nothing in the Agreement, or the fact of this Agreement itself, shall be construed as, or deemed to be, an admission of liability, culpability, negligence or wrongdoing of any kind on the part of Citizens with respect to the Action. The Parties intend this Agreement to bind Plaintiff, Citizens, and all members of the Settlement Class who do not timely request to be excluded from the Settlement.

1.07 Pursuant to Federal Rule of Evidence 408, and its state analogs, this Agreement and any related documents filed or created in connection with it shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

1.08 Without any admission or concession on the part of Plaintiff of the lack of merit of this Action, or any admission or concession of liability or wrongdoing or the lack of merit of any defense or class certification argument by Citizens, each of the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this

Agreement and for other good and valuable consideration, and intending to be legally bound, the Action be settled and compromised, and the Action be dismissed on the merits and with prejudice, subject to the approval of the Court, on the terms and conditions contained herein.

SECTION II **DEFINITIONS**

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

2.01 “**Account**” means a HELOC account maintained by Citizens in the United States on which one or more Usage Fees have been charged during the Class Period.

2.02 “**Action**” means that action captioned *Block v. RBS Citizens National Association, Inc.*, No. 1:15-cv-01524 (D.N.J.).

2.03 “**Agreement**” means this Amended Settlement Agreement and Release, and is used interchangeably with “Settlement.”

2.04 “**Alleged Claims**” means the claims asserted in Plaintiffs’ Complaint, which are set forth in paragraph 1.01.

2.05 “**Automatic Distribution**” means the payment or credit that each Settlement Class Member who does not opt-out will receive pursuant to Section III.

2.06 “**Citizens**” means Citizens Bank, N.A. (formerly known as RBS Citizens, N.A.).

2.07 “**Class Period**” means the period from December 1, 2008 to and including December 22, 2015.

2.08 “**Class Representative**” refers to Plaintiff Marc Block.

2.09 **“Court”** means the United States District Court for the District of New Jersey, and the Honorable Joseph H. Rodriguez.

2.10 **“Current Account Holder”** means the holder of an Account, individually or jointly, at any time during the Class Period, who continues to hold an Account, individually or jointly, as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

2.11 **“Defendant”** means Citizens Bank, N.A., erroneously sued as “RBS Citizens, National Association, N.A.”

2.12 **“Defendant’s Counsel”** refers to Jennifer L. Del Medico and Albert J. Rota of Jones Day.

2.13 **“Effective Date”** means the fifth business day after which all of the following events have occurred:

- a. All Parties, Citizens’ counsel, and Settlement Class Counsel have executed this Agreement;
- b. The Court has entered without material change the Final Approval Order and Judgment; and
- c. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for rehearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

2.14 **“Final Approval”** means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Settlement Class Counsel and the amount of the Service Award to Plaintiff. The proposed Final Approval Order that will be attached to the motion for final approval of the Settlement shall be in a form agreed upon by Settlement Class Counsel and Citizens. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

2.15 **“Final Approval Order”** means the order that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then “Final Approval Order” includes all such orders.

2.16 **“Final Judgment”** means the judgment, identical in all material respects to the form attached hereto as Exhibit 1, that the Court enters upon Final Approval.

2.17 **“HELOC”** means Home Equity Line of Credit.

2.18 **“Long-Form Notice”** means the form of notice, substantially similar to the form attached hereto as Exhibit 2, that the Court approves in the Preliminary Approval Order for publication on the Settlement Website.

2.19 **“Mailed Notice”** means the Short Form Notice, substantially similar to the form attached hereto as Exhibit 3, that the Court approves in the Preliminary Approval Order.

2.20 **“Net Settlement Fund”** means the Settlement Amount minus certain deductions as determined pursuant to Section 3.11(A).

2.21 **“Notice”** means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.

2.22 **“Notice Date”** means the date that the Settlement Administrator completes the Mailed Notice Program.

2.23 **“Notice Program”** means the methods provided for in this Agreement for giving Notice and consists of Mailed Notice and Long-Form Notice. Additional description of the contemplated Notice Program is provided in Section VI hereof.

2.24 **“Objection”** is the written communication that a Settlement Class Member may file with the Court to object to this Agreement as provided for in Section VII below.

2.25 **“Objection Deadline”** means 45 days after the Notice Date.

2.26 **“Opt-Out”** means to exclude oneself from the Settlement Class as provided in Section VII.

2.27 **“Opt-Out Deadline”** means 45 days after the Notice Date.

2.28 **“Parties”** means the Plaintiff and Defendant.

2.29 **“Past Account Holder”** means the holder of an Account, individually or jointly, who held that Account at some time during the Class Period but no longer holds that Account as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

2.30 **“Plaintiff”** means Marc Block, individually and as a representative of a proposed Settlement Class, by and through undersigned Settlement Class Counsel.

2.31 **“Preliminary Approval”** means the date that the Court enters the “Preliminary Approval Order.”

2.32 **“Preliminary Approval Order”** means the Court’s Order entered in connection with the Preliminary Approval Hearing, substantially in the form attached as Exhibit 4.

2.33 **“Released Claims”** means all claims to be released as specified in Section IX hereof. The “Releases” means all of the releases contained in Section IX hereof.

2.34 **“Released Parties”** means those entities and individuals released as specified in Section IX.

2.35 **“Releasing Parties”** means Plaintiff and all Settlement Class Members who do not timely and properly opt out of the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

2.36 **“Settlement”** means this Amended Settlement Agreement and Release, and is used interchangeably with **“Agreement”**.

2.37 **“Settlement Administrator”** means Kurtzman Carson Consultants (“KCC”). Settlement Class Counsel and Citizens may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Settlement Class Counsel or Citizens, may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

2.38 **“Settlement Class”** means the classes of individuals defined in paragraph 3.01.

2.39 **“Settlement Class Counsel”** refers to Stephen DeNittis and DeNittis Osefchen, P.C.

2.40 **“Settlement Class Member”** means an individual who is a part of the Settlement Class defined in paragraph 3.01.

2.41 **“Settlement Fund”** means the non-interest bearing account established under Section III.

2.42 **“Settlement Website”** means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long-Form Notice, the order preliminarily approving this Settlement, and such other documents as Settlement Class Counsel and Citizens agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until distribution of the Net Settlement Fund has been made to Settlement Class Members as provided in Section III. The URL of the Settlement Website shall be www.CitizensUsageFeeSettlement.com or such other URL as Settlement Class Counsel and Citizens may subsequently agree upon in writing. The Settlement Website shall not include any advertising, and shall not bear or include the Citizens logo or Citizens trademarks. Ownership of the Settlement Website URL shall be transferred to Citizens within 10 days of the date on which operation of the Settlement Website ceases, which shall

be the date on which distribution of the Residual Settlement Fund has been made to Settlement Class Members as provided in Section III, or such other date as Settlement Class Counsel and Citizens may subsequently agree upon in writing.

2.43 “Usage Fee” means the fee charged to Accounts based on the Account holders’ use of the Account during the prior twelve month period.

2.44 “Usage Percentage” means on the Anniversary Date for each year that a Usage Fee was eligible to be charged to an Account, the Average Outstanding Balance (as defined in Section III) divided by the Line of Credit Amount and expressed as a percentage.

SECTION III

SETTLEMENT TERMS AND BENEFIT OF THE SETTLEMENT CLASS

3.01 Stipulation of the Settlement Classes. For the sole and limited purpose of Settlement only, the Parties stipulate to and will request that the Court certify the Settlement Classes (together, the “Settlement Class”) pursuant to Rule 23 as follows:

A. All persons in the United States who have or had an Account that (i) was on Citizens’ systems between December 1, 2008 and December 22, 2015; (ii) was charged a Usage Fee when the Account’s Usage Percentage was equal to, or greater than, the percentage required to avoid a Usage Fee, and (iii) the Usage Fee was assessed between (x) the time the Account was converted to Citizens’ systems or the time the Account was originated at Citizens, and (y) December 22, 2015 (“Usage Fee Class”); and

B. All persons in the United States who have or had an Account that (i) included a rider or otherwise prohibited or waived Usage Fees for the life of the Account; (ii) was on Citizens’ systems between December 1, 2008 and December 22, 2015; and (iii) was assessed a Usage Fee between (x) the time the Account was converted to Citizens’ systems

or the time the Account was originated at Citizens, and (y) December 22, 2015 (“Usage Fee Rider Class”).

3.02 Settlement Consideration. Subject to approval by the Court, and except as provided in the next paragraph hereafter, Citizens shall provide \$612,294 as the total compensation to the Settlement Fund, inclusive of all attorneys’ fees, costs and expenses awarded to Settlement Class Counsel, and any Service Award (the “Settlement Amount”).

3.03 Cost of Settlement Administration. Citizens will pay all fees, costs, charges, and expenses of the Settlement Administrator incurred in connection with the administration of the Notice Program as set forth in Section VI hereof; the payment of Automatic Distributions from the Settlement Fund to Settlement Class Members as set forth in Section III; and other costs of administering the Settlement as set forth herein. For avoidance of doubt, Citizens shall not bear any other fees, costs, charges, or expenses incurred by Plaintiff or by Settlement Class Counsel.

3.04 Establishment of the Settlement Fund. Within 5 calendar days of the Effective Date, the Settlement Administrator shall open a non-interest bearing account, establishing the Settlement Fund. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases as set forth in Section IX and the dismissal of the Action upon Final Approval, and subject to Citizens receipt of a properly completed and executed IRS Form W-9 from the Settlement Administrator on behalf of the Settlement Fund and any other tax information reasonably requested by Citizens, within thirty calendar days of the Effective Date, Citizens shall transfer the Settlement Amount into the Settlement Fund. The Settlement Administrator shall not invest any funds in the

Settlement Fund or take any action to generate any income for the Settlement Fund. Citizens shall not have any right, entitlement, responsibility, financial obligation, or liability whatsoever with respect to the use, administration, or distribution of the Settlement Amount or with respect to the Settlement Fund, except as otherwise expressly provided herein.

3.05 [Intentionally Left Blank.]

3.06 Tax Characterization. The Settlement Fund at all times is intended to be a “qualified settlement fund” within the meaning of United States Treasury Regulation § 1.468B-1. Neither the Parties nor the Settlement Administrator shall take a position in any filing or before any tax authority that is inconsistent with such treatment. Citizens shall be the “transferor” within the meaning of United States Treasury Regulation § 1.468B-1(d)(1) to the Settlement Fund with respect to the amounts transferred. The Settlement Administrator shall be the “administrator” of the Settlement Fund within the meaning of United States Treasury Regulation § 1.468B-2(k)(3).

3.07 Use of the Settlement Fund. The Settlement Fund shall be used for the following purposes:

- A. Automatic Distributions, including Account Credits, Uncollectible Balance Credits, and mailed checks, to the Settlement Class pursuant to Section III;
- B. Payment of the Court-ordered award of Settlement Class Counsel’s attorneys’ fees, costs, and expenses pursuant to Section III;
- C. Payment of the Court-ordered Service Award to Plaintiff pursuant to Section III;

D. Payment to Citizens of the Account Credits and the Uncollectable Balance Credits for distribution to Settlement Class Members as provided in paragraph 3.11, the amount of Automatic Distributions for each Settlement Class Member who chose to Opt Out of the Settlement, and the return of funds remaining in the Settlement Fund after a Termination as set forth in Section X;

E. Payment of the amounts from unclaimed checks as provided in paragraph 3.12; and

F. Payment of additional fees, costs and expenses not specifically enumerated in subparagraphs (a) through (f) of this paragraph, subject to approval of Settlement Class Counsel and Citizens.

3.08 Data for Calculation of Distribution to Settlement Class Members. Citizens, in consultation with Settlement Class Counsel, shall identify data—to the extent it exists in reasonably accessible electronic form—sufficient to calculate and implement the allocation of Settlement Funds as provided in paragraph 3.09. The calculation and implementation of allocations contemplated in paragraph 3.09 shall be jointly undertaken by Settlement Class Counsel, Citizens, and their respective experts. The methodology provided for in paragraph 3.09 hereof will be applied to the data as consistently, sensibly, and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computation.

3.09 Calculation of Distributions to Settlement Class Members. The amount of the Automatic Distribution from the Settlement Fund to which each identifiable Settlement Class Member is entitled for the Class Period (subject to the availability of data) shall be

determined using the following methodology, or such other methodology as would have an equivalent result:

A. For Settlement Class Members of the Usage Fee Class:

(i) For Usage Fees charged by Citizens on an Account where Citizens currently has insufficient or incomplete electronic data to calculate the Average Outstanding Balance, the Parties will determine whether the Usage Fee was assessed on the Account's Anniversary Date. The Anniversary Date is the month and day matching the month and day of the HELOC agreement for each year after execution of the agreement. If the Usage Fee was not assessed on the Account's Anniversary Date, the Settlement Class Member will receive the amount of the Usage Fee.

(ii) For Usage Fees charged by Citizens where Citizens has sufficient electronic data available to calculate the Average Outstanding Balance:

(a) The Average Outstanding Balance shall be calculated as of the Anniversary Date for each year that a Usage Fee was eligible to be charged to an Account. The Average Outstanding Balance is calculated by adding the outstanding balance on the Account each day for the year preceding the Anniversary Date and dividing the total by the number of days in that year.

(b) On the Anniversary Date for each year that a Usage Fee was eligible to be charged to an Account, the Average Outstanding Balance will be divided by the Line of Credit Amount resulting in the "Usage Percentage." The "Line of Credit Amount" is the total amount that the borrower is permitted to withdraw under his or her HELOC agreement.

(c) Each Account will be identified in which a Usage Fee was charged by Citizens when the Usage Percentage was equal to, or greater than, that required under the HELOC agreement to avoid a Usage Fee on the closest Anniversary Date. The Settlement Class Member will receive the amount of such Usage Fee(s).

(d) Each Account will be identified in which a Usage Fee was charged by Citizens when the closest Anniversary Date was (1) before the third year of the Account's draw period (*i.e.*, the Second Anniversary date), or (2) after the Account's draw period under the HELOC agreement. The Settlement Class Member will receive the amount of such Usage Fee(s).

(e) The dollar amount of the fees described in paragraphs 3.09(A)(i) and 3.09(A)(ii)(c)-(d) for each Account will be added to determine each Account's "Additional Usage Fee Amount."

(f) For each Account with an Additional Usage Fee Amount, it will be determined the amount (if any) in Usage Fees, or partial Usage Fee(s), Citizens waived on that Account (the "Waived Usage Fee Amount"). All Accounts will be identified in which the Additional Usage Fee Amount exceeds the Waived Usage Fee Amount. The Waived Usage Fee Amount will be subtracted from the Additional Usage Fee Amount to determine the Account's "Net Additional Usage Fee Amount."

B. For Settlement Class Members of the Rider Class:

(i) Each Account will be identified in which a Usage Fee was assessed. The Settlement Class Member will receive the amount of such Usage Fee(s).

(ii) The Net Additional Usage Fee Amount will be calculated.

C. For Accounts with Net Additional Usage Fee Amounts:

(i) All Accounts with a Net Additional Usage Fee Amount will be checked against a list of Accounts that Citizens closed with negative balances after writing them off as uncollectable (“Uncollectable Accounts,” and the “Uncollectable Balance”).

(ii) For any Uncollectable Account that has a Net Additional Usage Fee Amount, the Net Additional Usage Fee Amount will be used to reduce dollar-for-dollar the Uncollectable Balance (the “Uncollectable Balance Credit”). When the dollar amount of the Uncollectable Balance equals or exceeds the Net Additional Usage Fee Amount for the Account, the Net Additional Usage Fee Amount shall be used to reduce to zero the Uncollectable Balance, and the Account holder will not receive any other distribution from the Settlement Fund for such Account. When the dollar amount of the Uncollectable Balance is less than the Net Additional Usage Fee Amount for the Account, the Net Additional Usage Fee Amount shall be used to reduce to zero the Uncollectable Balance, and the Account holder will receive a distribution of the difference between the Uncollectable Balance and the Net Additional Usage Fee Amount. If it is not feasible or reasonable for Citizens to apply the Uncollectable Balance Credit, the Settlement Administrator will send a check to the Settlement Class Member for his or her distribution as described in paragraph 3.11.

3.10 No Other Purpose. The Parties agree the foregoing allocation formula is exclusively for purposes of computing retrospectively, in a reasonable and efficient fashion, the Net Additional Usage Fee Amount each identifiable Settlement Class Member paid to Citizens for the Class Period and the amount of any Automatic Distribution each Settlement

Class Member should receive from the Settlement Fund, subject to paragraph 3.11. The fact that this allocation formula is used herein is not intended and shall not be used for any other purpose or objective whatsoever.

3.11 Distribution of Awards to Settlement Class Members. As soon as practicable, but no sooner than 45 days after the Effective Date, the Net Settlement Fund shall be distributed as set forth in this paragraph 3.11. The parties, in consultation with the Settlement Administrator, may determine the most effective and efficient order for distribution of the Net Settlement Fund, including first providing Account Credits (defined below) and providing Uncollectable Balance Credits before sending checks to former Account holders. Each Settlement Class Member who had a Net Additional Usage Fee Amount and has not opted out as provided herein shall receive an Automatic Distribution in the amount of his or her Net Additional Usage Fee Amount, subject to the distribution methodology in this paragraph.

A. The Net Settlement Fund is an amount equal to the Settlement Amount less the following:

(i) the amount of the Court-awarded attorneys' fees, costs and expenses to Settlement Class Counsel; and

(ii) the amount of the Court-awarded Service Award to the Plaintiff.

B. The distribution of each Settlement Class Members' Automatic Distribution will be handled as follows:

(i) Automatic Distributions to Current Account Holders shall be made either by a credit to the principal balance of those Current Account Holders' Accounts

(“Account Credits”), or by mailed check in those circumstances where it is not feasible or reasonable to make the payment by a credit. Citizens, or the Settlement Administrator at Citizens’ request, shall notify Current Account Holders of any such credit, and provide a brief explanation that the credit has been made as a payment in connection with the Settlement (the “Credit Notification”). The Credit Notification described in this paragraph shall be provided through one or more of the following methods, as determined by Citizens: (x) in or with the Citizens account statement on which the credit is reflected; (y) through a letter to the Current Account Holder; or (z) through another mailing. Citizens shall cooperate as reasonably requested by the Settlement Administrator to carry out the provisions of this paragraph.

(ii) The Settlement Administrator shall send the following funds to Citizens from the Settlement Fund for further distribution to Settlement Class Members: (1) the amount of Account Credits to be paid pursuant to paragraph 3.11(B)(i) and the amount of Uncollectable Balance Credits to be applied pursuant to paragraph 3.09(c)(ii). Citizens shall provide written verification to Class Counsel and the Settlement Administrator confirming the amount of Account Credits and Uncollectable Balance Credits that were given. The Settlement Administrator shall also send to Citizens the amount of the Automatic Distributions for each Settlement Class Member who chose to Opt Out of the Settlement.

(iii) Automatic Distributions to Past Account Holders will be made by check with a legend stating “Citizens Usage Fee Settlement Fund,” or such other legend as the Parties mutually agree. Checks will be cut and mailed by the Settlement Administrator,

and will be sent to the addresses that the Settlement Administrator identifies as valid. Checks shall be valid for 120 days. For jointly held Accounts, checks will be payable to all Account Holders, and will be mailed to the first Account Holder listed on the Account. The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of Settlement Funds whose check is returned by the Postal Service as undeliverable, and will re-mail it once to the updated address.

(iv) Automatic Distributions to Past Account Holders will also be made by Uncollectable Balance Credits as described in paragraph 3.09(C)(ii).

3.12 Distribution of Amounts from Unclaimed Checks. Any amounts in the Net Settlement Fund attributable to unclaimed checks payable to Current Account Holders or Past Account Holders shall be distributed by the Settlement Administrator in compliance with all applicable unclaimed property and escheat laws.

3.13 Attorneys' Fees and Costs. Citizens agrees not to oppose Settlement Class Counsel's request for attorneys' fees and reimbursement of costs and expenses of up to 22% of the Settlement Amount, which, in any event, shall not exceed \$130,173. Any award of attorneys' fees, costs, and expenses to Settlement Class Counsel shall be payable solely out of the Settlement Fund.

3.14 Distribution of Attorney's Fees and Costs. Within 31 business days of the Effective Date, the Settlement Administrator shall pay from the Settlement Fund to Settlement Class Counsel all Court-approved attorneys' fees, costs, and expenses of Settlement Class Counsel. In the event that the award of attorneys' fees, costs, and expenses of Settlement Class Counsel is reduced on appeal, the Settlement Administrator shall only

pay to Settlement Class Counsel from the Settlement Fund the reduced amount of such award. Settlement Class Counsel shall timely furnish to the Settlement Administrator any required instructions and tax information or forms before the payment is made. The Settlement Administrator, as “administrator” of the Settlement Fund within the meaning of United States Treasury Regulations § 1.468B-2(k)(3), will be responsible for all tax information reporting and withholding obligations in respect of any payment to Settlement Class Counsel under this Section 3.14, including, but not limited to, the collection of an IRS Form W-9 and reporting to the United States Internal Revenue Service on the applicable IRS Form 1099.

3.15 Incentive Award to Class Representative. Settlement Class Counsel will ask the Court to approve a service award of \$5,000 for Plaintiff (“Service Award”). The Service Award will be paid from the Settlement Fund. The Service Award shall be paid to Plaintiff in addition to Plaintiff’s Settlement Fund Payment. Citizens agrees not to oppose Settlement Class Counsel’s request for the Service Award. The Settlement Administrator, as “administrator” of the Settlement Fund within the meaning of United States Treasury Regulations § 1.468B-2(k)(3), will be responsible for all tax information reporting and withholding obligations in respect of any payment to Plaintiff under this Section 3.15, including, but not limited to, the collection of an IRS Form W-9 and reporting to the United States Internal Revenue Service on the applicable IRS Form 1099.

3.16 Negotiation. The Parties negotiated and reached agreement regarding Attorneys’ Fees and Costs and the Service Award only after reaching agreement on all other material terms of this Settlement.

SECTION IV
PRELIMINARY APPROVAL

4.01 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, Settlement Class Counsel, on behalf of Plaintiff, shall move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit 4. Pursuant to the motion for preliminary approval, Plaintiff will request that the Court:

- A. approve the settlement and this Agreement as fair, adequate and reasonable, and within the reasonable range of possible final approval;
- B. provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only;
- C. approve the forms of Notice and find that the Notice Program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;
- D. approve the procedures set forth in Section VII hereof for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement;
- E. appoint as Class Counsel and Settlement Class Counsel the law firm and attorney listed in the Settlement, and appoint Plaintiff as class representative of the Settlement Class;
- F. permit Settlement Class Counsel and Citizens to provide the Settlement Administration and Notice Administrator with the Class List;
- G. stay the Action pending Final Approval of the Settlement; and

H. schedule a Final Approval hearing for a time and date mutually convenient for the Court, Settlement Class Counsel and counsel for Citizens, which may be continued by the Court from time to time without the necessity of further notice.

SECTION V
SETTLEMENT ADMINISTRATOR

5.01 Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in paragraph 5.02 and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Mailed Notice to Settlement Class Members; distributing the Settlement Fund as provided herein; paying Citizens from the Settlement Fund the amount of the Account Credits, the amount of the Uncollectable Balance Credits, and the amount of Automatic Distributions to Settlement Class Members who chose to Opt Out; and paying the remainder of the Settlement Fund to Citizens in the event of a termination of the Settlement pursuant to Section X hereof.

5.02 Duties of the Settlement Administrator. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:

A. Obtain from Settlement Class Counsel and Citizens name and address information for Settlement Class Members, and verify and update the addresses received through the National Change of Address database, for the purpose of mailing the Mailed Notice, and later mailing distribution checks to Past Account Holder Settlement Class Members, and to Current Account Holder Settlement Class Members where it is not

feasible or reasonable for Citizens to make the payment by a credit to the Settlement Class Members' Accounts;

B. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;

C. Establish and maintain the Settlement Website, including posting of the Long-Form Notice;

D. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries;

E. Respond to any mailed Settlement Class Member inquiries;

F. Process all requests for exclusion from the Settlement Class;

G. Provide weekly reports and, no later than five days after the end of the Opt-Out Period, a final report to Settlement Class Counsel and Citizens that summarizes the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;

H. At Settlement Class Counsel's request in advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that identifies each Settlement Class Member who timely and properly requested exclusion from the Settlement Class;

I. Process and transmit distributions to Settlement Class Members from the Settlement Fund;

J. Provide Citizens with a properly completed and executed IRS Form W-9 on behalf of the Settlement Fund and any other tax information reasonably requested by Citizens;

K. Timely make or join in any and all filings or elections necessary to make the Settlement Fund a qualified settlement fund at the earliest possible date (including, if requested by Citizens, a relation-back election within the meaning of United States Treasury Regulation § 1.468B-1(j));

L. Comply with any applicable tax information reporting or withholding requirements, including, but not limited to, those requirements imposed by Treasury Regulation § 1.468B-2(l)(2) or any other applicable law on or with respect to the Settlement Fund, and in accordance with this Agreement;

M. Pay invoices, expenses and costs upon approval by Settlement Class Counsel and Citizens, as provided in this Agreement;

N. Comply with all applicable unclaimed property and escheat laws in distributing any amounts remaining in the Settlement Fund due to unclaimed checks; and

O. Perform any other Settlement-administration-related function at the instruction of Settlement Class Counsel and Citizens, including, but not limited to, verifying that Settlement Funds have been distributed as required by Section VIII hereof.

Notwithstanding any other provision herein to the contrary, Citizens will not be responsible for any tax information reporting or withholding requirements in respect of the payments hereunder or otherwise with respect to the Settlement Fund, except as otherwise required by applicable law. The Settlement Administrator shall indemnify, defend and hold

Citizens harmless from any taxes (including any interest thereon or penalties assessed with respect thereto) or other losses with respect to any such tax information reporting or withholding requirements.

SECTION VI
NOTICE TO THE SETTLEMENT CLASS

6.01 Upon Preliminary Approval of the Settlement, the Parties shall cause the Settlement Administrator to implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. Citizens shall pay the costs associated with the Notice Program.

6.02 Class List. To facilitate the notice process, within 30 days of Preliminary Approval, Citizens and its counsel will provide to the Settlement Administrator, in an electronically searchable and readable format, a Class List that includes the names, and last known mailing addresses, for all identifiable Settlement Class Members as such information is contained in the reasonably available account records, subject to the availability of information in reasonably accessible electronic form, maintained by Citizens. The Settlement Administrator shall conduct a National Change of Address Update as soon as practicable after receipt of this information.

6.03 Confidentiality of Class List. The Settlement Administrator shall keep the class list confidential as required by the Protective Order in this Action, and any other Court order.

6.04 Notice Program. Notice shall be provided to identifiable Settlement Class Members in two different ways: Mailed Notice; and Long-Form Notice on the Settlement Website. Not all Settlement Class Members will receive both forms of Notice, as detailed

herein. Within 30 days from the date that the Settlement Administrator receives the Class List from Settlement Class Counsel and Citizens, the Settlement Administrator shall run the addresses through the National Change of Address Database, and shall mail to all such Settlement Class Members the Mailed Notice (the "Mailed Notice"). Within seven days after the date the Settlement Administrator completes the Mailed Notice, the Settlement Administrator shall provide Settlement Class Counsel and Citizens an affidavit that confirms that the Mailed Notice Program was completed in accordance with the Preliminary Approval Order. Settlement Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiffs' motion for final approval of the Settlement.

SECTION VII OPT-OUTS AND OBJECTIONS

7.01 Opting Out of the Settlement. Any Settlement Class Members who wish to exclude themselves from the Settlement Class ("Opt Out") must advise the Settlement Administrator in writing of that intent ("Opt-Out Request"), and their Opt-Out Request must be postmarked no later than the Opt-Out Deadline. Within 10 days of the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with copies of all Opt-Out Requests it receives, and shall provide a list of all Settlement Class Members who timely and validly opted out of the Settlement in its declaration filed with the Court, as required by Section VIII. Settlement Class Members who do not properly and timely submit an Opt-Out Request will be bound by this Agreement and the judgment, including the releases in Section IX below.

A. In an Opt-Out Request, each Settlement Class Member must state his or her full name, address, telephone number, and HELOC account number. Further, the

Settlement Class Member must include a statement in his or her Opt-Out Request that he or she wishes to be excluded from the Settlement. Each person requesting exclusion from the Settlement must personally sign his or her Opt-Out Request.

B. Any Settlement Class Member who submits a valid and timely Opt-Out Request will not be a Settlement Class Member and shall not be bound by the terms of this Agreement.

7.02 Objections. Any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of this settlement must file a written objection with the Court and provide a copy to the Settlement Administrator, Settlement Class Counsel and counsel for Citizens no later than Opt-Out Deadline/Objection Deadline. For an Objection to be considered by the Court, the Objection must be mailed first-class postage prepaid or by private courier (e.g., Federal Express) and addressed in accordance with the instructions, and the postmark date (for first-class mail) or shipping date (for private courier) indicated on the envelope must be no later than the last day of the Opt-Out Period, as specified in the Notice.

For an objection to be considered by the Court, the Objection must also set forth:

- A. the name of the Action;
- B. the objector's full name, address and telephone number;
- C. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- D. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;

E. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

F. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;

G. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

H. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing.

7.03 Objector's Appearance at Final Approval Hearing. Any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of the Settlement. A Settlement Class Member or his or her attorney intending to make an appearance at the Final Approval Hearing must: (a) file a notice of appearance with the Court no later than 30 days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (b) serve a copy of such notice of appearance on all counsel for all Parties. Any Settlement Class Member who fails to comply with the provisions of this Section VII shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments.

SECTION VIII
FINAL APPROVAL ORDER AND JUDGMENT

8.01 Plaintiff's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file his motion for final approval of the settlement, and his application for attorneys' fees, costs and expenses and for Service Awards for Plaintiff, no later than 30 days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's motion for final approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for a Service Award for Plaintiff. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense or Service Award application, provided the objectors filed timely Objections that meet all of the requirements listed in Section VII hereof.

8.02 No later than 40 days prior to the Final Approval Hearing, the Settlement Administrator shall provide to counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order and identifying each Settlement Class Member who chose to Opt-Out of the Settlement.

8.03 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order, granting final approval of the Settlement, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses and the Service Award, and the Final Judgment. Settlement Class Counsel and Citizens shall agree to the form of the proposed Final Approval Order. The proposed Final Approval Order and

Final Judgment will be attached to Plaintiff's motion. The Final Approval Order and Final Judgment shall, among other things:

- A. Determine that the Settlement is fair, adequate and reasonable;
- B. Finally certify the Settlement Class for settlement purposes only;
- C. Find that Settlement Class Members have been adequately represented by the Class Representative and Settlement Class Counsel;
- D. Determine that the Notice provided satisfies Due Process requirements;
- E. Dismiss the Action with prejudice and without costs;
- F. Bar and enjoin Plaintiffs and all Settlement Class Members from asserting any of the Released Claims, as set forth in Section IX hereof, including during any appeal from the Final Approval Order;
- G. Release Citizens and the Released Parties from the Released Claims, as set forth in Section IX hereof; and
- H. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Citizens, all Settlement Class Members, and all objectors, and the Settlement Fund, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

SECTION IX **RELEASE OF CLAIMS**

9.01 Upon the Settlement becoming effective, Plaintiff and each Settlement Class Member (who does not timely opt out of the Settlement), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors

shall automatically be deemed to have provided a full, fair and complete release in favor of Citizens and each of their present, future, and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, including but not limited to Citizens Financial Group, Inc., Citizens Bank of Pennsylvania, and the Royal Bank of Scotland Group, and each of their present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns or each of them (the "Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters that were alleged or could have been alleged in the Action including, without limitation: any and all claims for breach of contract, unjust enrichment, breach of covenant of good faith and fair dealing, unconscionability, conversion; any and all claims under federal or state consumer fraud and deceptive or unfair trade practices statutes; any and all claims for consequential, punitive or exemplary damages; any and all claims under federal or state consumer protection laws including, without limitation, the Truth in Lending Act, Fair Credit Reporting Act, or Federal Debt Collection Practices Act claims; and any and all claims for attorneys' fees and costs, damages or other relief, specifically including claims not identified above, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters from (x) the date the respective account was converted to Citizens' systems

or from the date the respective account was originated at Citizens, to (y) the date of final approval of the Settlement by the Court that were or could have been alleged in the Action based on, resulting from, or arising out of (a) the calculation, assessment, imposition, amount, payment, collection, or credit reporting of one or multiple Usage Fees on each Settlement Class Members' Account or Accounts, or (b) Citizens' related policies and practices concerning the calculation, assessment, imposition, amount, payment, collection, or credit reporting of, or relating to, Usage Fees (the foregoing, together with paragraphs 9.02 and 9.03, the "Released Claims").

9.02 AS OF THE EFFECTIVE DATE, PLAINTIFF AND EACH SETTLEMENT CLASS MEMBER SHALL FURTHER AUTOMATICALLY BE DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR SIMILAR LAWS OF ANY OTHER STATE OR JURISDICTION. SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS: "§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

9.03 Waiver of Unknown Claims. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the

terms of paragraphs 9.01 and 9.02, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this paragraph and paragraphs 9.01 and 9.02. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the releases contained in this paragraph and paragraphs 9.01 and 9.02, and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement, and/or disputes the amount of any distribution of funds or credits from the Settlement, and/or never receives a distribution of funds or credits from the Settlement.

9.04 Non-Waiver Of Debts/Obligations Owning By Settlement Class Members.

While Citizens may credit a Current Account Holders' Account up to the amount of the Settlement Class Members' Automatic Distribution and/or may reduce Settlement Class Members' Uncollected Balance up to the amount of the Settlement Class Members' Automatic Distribution, the Parties understand and agree that this Amended Settlement Agreement and any terms herein shall not affect in any regard any debt or obligation owed by the Class Representative or any Settlement Class Member to Citizens and/or its clients, principals and their related or affiliated entities pursuant to the terms and conditions of such

accounts, loans, or any other debts. This Amended Settlement Agreement does not operate to waive, extinguish, terminate, reduce or affect any debt or obligation owed by the Plaintiff or Settlement Class Members, and shall not impair or limit any right or cause of action or right to enforce or otherwise collect any underlying debt or amount owed to Citizens, Citizens Financial Group, Inc., or Citizens Bank of Pennsylvania and their clients, principals and their related or affiliated entities.

SECTION X

TERMINATION OF AGREEMENT

10.01 Either Side May Terminate the Agreement. The Class Representative and Citizens shall each have the right to unilaterally terminate this Agreement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within ten (10) calendar days of any of the following occurrences: (a) Settlement Class Counsel and Citizens agree to termination; (b) the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Amended Settlement Agreement; (c) an appellate court reverses the Final Approval Order, and the Amended Settlement Agreement is not reinstated without material change by the Court on remand; (d) any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Amended Settlement Agreement in a way that the Plaintiff or Citizens reasonably consider material, unless such modification or amendment is accepted in writing by all Parties; (e) the Effective Date does not occur; or (f) any other ground for termination provided for elsewhere in this Agreement occurs.

10.02 Termination if Large Number of Opt-Outs. If, at the Opt-Out Deadline, more than 150 of the Settlement Class Members have opted-out of the Settlement, Citizens shall have, in its sole and absolute discretion, the option to terminate this Agreement within ten (10) business days after the Opt-Out Deadline.

10.03 Revert to Status Quo. If either the Plaintiff or Citizens terminate this Agreement as provided herein, this Agreement shall be considered null and void; all of Citizens' obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Citizens in accordance with paragraph 10.4; the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. In addition, the Parties' discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose,

10.04 Return of Funds. In the event of a termination as provided in herein, and after payment of any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund, the Settlement Fund shall return the balance of the Settlement Fund to Citizens within seven days of termination. Citizens shall have no right to seek reimbursement from Plaintiff or Class Counsel for any funds disbursed from the Settlement Fund for Automatic Distributions or for any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund.

SECTION XI
NO ADMISSION OF LIABILITY

11.01 Citizens disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Further, Citizens disputes that common issues predominate over individual ones, including but not limited to issues relating to Plaintiff's ability to prove damages, and deny that a litigation class properly could be certified on the claims asserted in this Action. Citizens has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

11.02 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

11.03 Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity or sustainability of a class or of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

11.04 In addition to any other defenses Citizens may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

SECTION XII **MISCELLANEOUS**

12.01 Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the Parties and supersedes any and all prior agreements. No representations, warranties or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

12.02 Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New Jersey, without regard to the principles thereof regarding choice of law.

12.03 Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Settlement Class Members, and all Objectors for purposes of the administration and enforcement of this Agreement.

12.04 Interpretation. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

12.05 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

12.06 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

12.07 Authority. Each person executing this Amended Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

12.08 Notice. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax or hand delivery, postage prepaid, as follows:

A. If to Class Counsel:

Stephen P. DeNittis
Joseph A. Osefchen
Shane T. Prince
DeNittis Osefchen, P.C.
5 Greentree Center, Suite 410
Marlton, New Jersey 08053
(856) 797-9951
Fax: (856) 797-9978

B. If to counsel for Defendant Citizens Bank, N.A:

Jennifer L. Del Medico
Jones Day
250 Vesey Street

New York, New York 10281
(212) 326-3939
Fax: (212) 755-7306

Albert J. Rota
Jones Day
2727 North Harwood Street
Dallas, Texas 75201
(214) 969-3939
Fax: (214) 969-5100

12.09 No Oral Modifications. This Agreement may be amended or modified only by a written instrument signed by counsel for Citizens and Settlement Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

12.10 No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

12.11 Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Citizens has provided and is providing information that Plaintiff reasonably requests to identify Settlement Class Members and the alleged damages they incurred. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or

changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

12.12 Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section IX, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

12.13 Press Release. The Parties and their counsel agree they will not issue any press releases concerning this Amended Settlement Agreement or the resolution of the Action.

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this 7th day of Sept., 2016.

PLAINTIFF MARC BLOCK

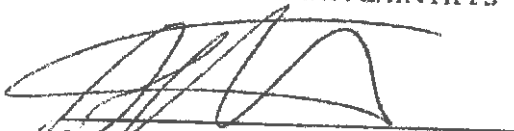
CITIZENS BANK, N.A.



By: _____
Its: _____

CLASS COUNSEL FOR PLAINTIFFS

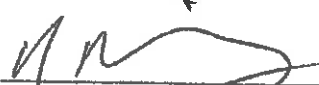
COUNSEL FOR CITIZENS BANK, N.A.


STEPHEN DeNITTIS

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have
caused this Agreement to be executed this 7 day of September, 2016.

PLAINTIFF MARC BLOCK


CITIZENS BANK, N.A.


By: Neil Rosolinsky
Its: Deputy General Counsel

CLASS COUNSEL FOR PLAINTIFFS

COUNSEL FOR CITIZENS BANK, N.A.

STEPHEN DeNITTIS



Albert Bets

EXHIBIT 1

Case 1:15-cv-01524-JHR-JS Document 32-2 Filed 09/09/16 Page 55 of 89 PageID: 274

calculated, under all the circumstances, to apprise interested parties of the pendency of the Action and the terms of the Settlement and to afford them an opportunity to present their objections or to request exclusion from the Settlement. The Court also has jurisdiction over Citizens Bank, N.A. ("Citizens"), and over the Plaintiff, all of whom have personally appeared in the Action pending before this Court. The Court has subject matter jurisdiction over the Action pursuant to 28 U.S.C. §§ 1331.

4. For purposes of effectuating the Settlement, and in accordance with Federal Rules of Civil Procedure 23(a) and 23(b)(3), the Court certifies the Settlement Classes defined as:

All persons in the United States who have or had an Account that, (i) was on Citizens' systems between December 1, 2008 and December 22, 2015; (ii) was charged a Usage Fee when the Account's Usage Percentage was equal to, or greater than, the percentage required to avoid a Usage fee; and (iii) the Usage fee was assessed between (x) the time the Account was converted to Citizens' systems or the time the Account was originated at Citizens, and (y) December 22, 2015 ("Usage Fee Class"); and

All persons in the United States who have or had an Account that (i) included a rider or otherwise prohibited or waived Usage Fees for the life of the Account; (ii) was on Citizens' systems between December 1, 2008 and December 22, 2015; and (iii) was assessed a Usage Fee between (x) the time the Account was converted to Citizens' systems or the time the Account was originated at Citizens, and (y) December 22, 2015 ("Usage Fee Rider Class").

5. The Action is hereby dismissed with prejudice, each side to bear its own fees and costs, except as otherwise provided in the Final Approval Order. The "Action," as defined in the Settlement Agreement, is *Block v. RBS Citizens, N.A., Inc.*, 1:15-CV-01524 (D.N.J.)

6. Without limiting the scope of Section IX of the Settlement Agreement, as of the Effective Date, Plaintiff and each Settlement Class Member (who do not timely opt out of the Settlement), each on behalf of himself or herself and on behalf of his or her respective heirs,

assigns, beneficiaries, and successors shall automatically be deemed to have provided a full, fair and complete release in favor of Citizens and each of their present, future, and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, including but not limited to Citizens Financial Group, Inc., Citizens Bank of Pennsylvania, and the Royal Bank of Scotland Group, and each of its present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns or each of them, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters that were alleged or could have been alleged in the Action including, without limitation: any and all claims for breach of contract, unjust enrichment, breach of covenant of good faith and fair dealing, unconscionability, conversion; any and all claims under federal or state consumer fraud and deceptive or unfair trade practices statutes; any and all claims for consequential, punitive or exemplary damages; any and all claims under federal or state consumer protection laws including, without limitation, the Truth in Lending Act, Fair Credit Reporting Act, or Federal Debt Collection Practices Act claims; and any and all claims for attorneys' fees and costs, damages or other relief, specifically including claims not identified above, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters from (x) the date the respective account was converted to Citizens' systems or from the date the respective account was originated at Citizens, to (y) the date of final approval of the Settlement by the Court that were or could have been alleged in the Action based on, resulting

from, or arising out of (a) the calculation, assessment, imposition, amount, payment, collection, or credit reporting of one or multiple Usage Fees on each Settlement Class Members' Account or Accounts, or (b) Citizens' related policies and practices concerning the calculation, assessment, imposition, amount, payment, collection, or credit reporting of, or relating to, Usage Fees. As of the Effective Date, Plaintiffs and each Settlement Class Member shall further automatically be deemed to have waived and released any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code or similar laws of any other state or jurisdiction. Section 1542 of the California Civil Code reads: "§1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

7. The release in paragraph 6 extends to all Released Claims, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery of additional or different facts or a change in law. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraphs 9.01 and 9.02 of the Settlement, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by paragraphs 9.01-9.03. Further, each of those individuals

agrees and acknowledges that he/she shall be bound by the Agreement, including by the releases contained in paragraphs 9.01-9.03, and that all of their claims in the Action shall be dismissed with prejudice and released; even if he/she never receives actual notice of the Settlement, and/or disputes the amount of any distribution of funds or credits from the Settlement, and/or never receives a distribution of funds or credits from the Settlement.

8. The Settlement Agreement and any terms therein shall not affect in any regard any debt or obligation owed by the Class Representative or any Settlement Class Member to Citizens and/or its clients, principals and their related or affiliated entities pursuant to the terms and conditions of such accounts, loans, or any other debts. The Settlement Agreement does not operate to waive, extinguish, terminate, reduce or affect any debt or obligation owed by the Plaintiff or Settlement Class Members, and shall not impair or limit any right or cause of action or right to enforce or otherwise collect any underlying debt or amount owed to Citizens, Citizens Financial Group, Inc., or Citizens Bank of Pennsylvania and their clients, principals and their related or affiliated entities.

9. Those persons identified on the List of Exclusions attached hereto as Exhibit A are hereby excluded from the Settlement, shall not receive any distribution from the Settlement and are not bound by this Judgment.

10. The Parties to the Settlement Agreement submit to, and this Court expressly reserves and retains, exclusive jurisdiction over the Action and the Parties, including Citizens, Plaintiff's, and all Settlement Class Members, including all Objectors, as set forth in paragraph 12.03 of the Settlement Agreement, to administer, implement, supervise, construe, enforce and perform the Settlement Agreement in accordance with its terms, and to enforce the Final Approval Order. Without limiting the foregoing, and by way of example only, the Court retains

jurisdiction to adjudicate any suit, action, proceeding or dispute arising out of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and disputes related to the Notice Program and the Settlement Administrator.

11. Nothing in the Settlement Agreement, the Final Approval Order, or this Judgment shall be deemed to be an admission, or to constitute an adjudication by the Court, of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by Citizens or any party of any fault, liability or wrongdoing of any kind whatsoever or of any violation of statute, regulation or law.

12. The Protective Order entered in this Action [DE # 26] shall survive the termination of this Action and continue in full force and effect after the entry of the Final Approval Order and this Judgment.

13. In accordance with paragraphs 9.01-9.03 of the Settlement Agreement, Plaintiffs and all Settlement Class Members, including all Objectors, are hereby barred and enjoined from asserting any of the Released Claims, including, but without limitation, during any appeals from the Final Approval Order and this Judgment.

DONE AND ORDERED in Chambers at the Mitchell H. Cohen Building and United States Courthouse in Camden, New Jersey, this ____ day of **Month**, 2016.

JOSEPH H. RODRIGUEZ
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

[Plaintiff's Counsel is directed to promptly mail a copy of this Final Judgment to all *pro se* Objectors]

EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If You Paid Usage Fees on a Home Equity Line of
Credit Account to Citizens 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 \$612,294 Settlement has been reached in a class action lawsuit in which plaintiff has alleged that Citizens Bank, N.A. ("Citizens") improperly charged usage fees ("Usage Fees") to certain Home Equity Line of Credit ("HELOC") accounts ("Accounts"). Citizens disputes the allegations and has not admitted liability or wrongdoing of any kind. The Court has not decided which side is right.
- The Settlement provides for account credits or payments to certain current and former account holders who were assessed Usage Fees on Citizens accounts that were on Citizens' systems between December 1, 2008 and December 22, 2015.
- Your legal rights are affected whether you act or don't act. Please read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
GET A PAYMENT OR ACCOUNT CREDIT AUTOMATICALLY	If you are eligible for an account credit or payment related to Usage Fees charged by Citizens on Accounts on its systems between December 1, 2008 and December 22, 2015, you do not have to do anything to receive a payment or account credit. Your payment or account credit will be made automatically if the Court approves the Settlement and it becomes final.
EXCLUDE YOURSELF	Get no benefits from the Settlement. This is the only option that allows you to participate in any other lawsuit against Citizens about the claims in this case.
OBJECT	Write to the Court if you don't like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will still receive any account credit or automatic payment to which you are entitled, and you will give up your right to participate in any other lawsuit against Citizens 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. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

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QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.CITIZENSUSAGEFEESSETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about a proposed Settlement of the 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.

Judge Joseph H. Rodriguez of the United States District Court for the District of New Jersey is overseeing this case. This litigation is *Block v. RBS Citizens, N.A., Inc.*, 1:15-CV-01524 (D.N.J.). The person who sued is called the "Plaintiff." Citizens is the "Defendant."

2. What is this litigation about?

This lawsuit concerns allegations that Citizens improperly charged usage fees on certain HELOC accounts. The lawsuit claims that Citizens charged Usage Fees on some accounts that had terms prohibiting such fees. The lawsuit also claims that Citizens charged Usage Fees when the account's usage percentage was equal to or greater than the percentage required to avoid a Usage Fee.

The complaint in the lawsuit is posted on the website www.CitizensUsageFeeSettlement.com and contains all of the allegations and claims asserted against Citizens. Citizens disputes the claims alleged and has not admitted any liability or wrongdoing of any kind.

3. What is a Usage Fee?

A "Usage Fee" is a charge based on the account holders' use of the account during the prior twelve month period.

4. Why is this a class action?

In a class action, one or more people called "Class Representatives" (in this case, Marc Block, a Citizens customer) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a "Settlement Class."

5. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Citizens. Instead, both sides have agreed to a 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 proposed Settlement does not mean that any law was broken or that Citizens did anything wrong. Citizens denies all legal claims in this case. The Class Representative and his lawyer think the proposed Settlement is best for everyone who is affected.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.CITIZENSUSAGEFESETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement by mail addressed to you, then you are a Settlement Class Member.

6. Who is included in the Settlement?

You are a member of a Settlement Class if you:

- are or were the holder of a HELOC account that was on Citizens' systems between December 1, 2008 and December 22, 2015; and
- were charged a Usage Fee between the time the Account was converted to Citizens' systems or the time the Account was originated at Citizens; and
- a Usage Fee was charged even though the percentage of the credit line in use was equal to, or greater than, the percentage required to avoid a Usage Fee as set forth in the loan note (the "Usage Fee Class"); or
- have or had an Account that included a rider or otherwise prohibited or waived Usage Fees for the life of the Account (the "Usage Fee Rider Class").

You may be a member of either the Usage Fee Class or the Usage Fee Rider Class, but not both.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement, or have any other questions about the Settlement, visit the Settlement website at www.CitizensUsageFeeSettlement.com or call the toll free number, 1-800-000-0000. You may also send questions to the Settlement Administrator at [EMAIL ADDRESS] or P.O. Box 0000, City, State Zip.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members. Citizens will pay \$612,294 to a Settlement Fund to make payments to eligible Settlement Class Members, as well as to pay for attorneys' fees, costs, and expenses, and a special service payment to the Class Representative who initiated the lawsuit. Citizens has also agreed to pay costs associated with administering the Settlement. Any money left in the Settlement Fund after distribution and any required reissues shall be distributed through a residual unclaimed property and escheatment process.

9. How much will my payment be?

Any payment you are eligible to receive will be based on an agreed-upon formula set forth in paragraph 3.09 of the Amended Settlement Agreement. Individual payments will vary and depend on account-specific factors such as Usage Fees charged, account usage, prior fee waivers, the terms of the loan note at issue, and whether the account was charged off with an outstanding balance. Settlement Class Members may not receive a payment if Citizens previously waived Usage Fees exceeding any amount

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.CITIZENSUSAGEFESETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.

that the Settlement Class Member might be owed as part of this Settlement. Please note that not every Usage Fee that was charged entitles a Settlement Class Member to payment pursuant to the Settlement. The amount of each Settlement Class Member's payment has not been finalized at this time. Please be patient as the parties determine the final payment amounts.

10. When will I receive my payment?

Settlement Class Members who are entitled to payments will receive their payments either by account credit or by check, only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

Current account holders will receive an automatic credit to the principal balance of their accounts or will receive a check in those circumstances where it is not possible or reasonable to provide a credit. Past account holders will receive payment via check sent by mail to the last address known to Citizens. Past account holders whose accounts were closed with a charged off balance will receive a credit to the charged off balance and, if the eligible Settlement Class Members' payment amount exceeds his or her charged off balance, a check for the difference. If it is not possible or reasonable to provide a credit to past account holders with a charged off balance, payment will be sent via check to the last address known to Citizens.

11. What I am giving up to stay in a Settlement Class?

Unless you exclude yourself from the Settlement, you are giving up the right to sue or bring a claim against Citizens, or be part of any other lawsuit against Citizens, about the issues in this case and resolved by the Amended Settlement Agreement and Release. Unless you exclude yourself, all of the decisions by the Court will be binding on you. The Amended Settlement Agreement and Release is available at www.CitizensUsageFeeSettlement.com and describes the claims that you give up if you remain in the Settlement.

HOW TO RECEIVE A PAYMENT

12. How can I receive a payment?

If you are entitled to a payment, either by credit or check, for Usage Fees charged to your account, you do not have to do anything to receive that payment. As long as you do not exclude yourself from the Settlement (*see* Question 13), the payment will be made automatically, either by: (1) a credit to the principal balance of your Citizens HELOC account; (2) check mailed to you at the address Citizens has on file; or (3) if your account was closed with a charged off balance, credit to the charged off balance and, if your payment amount exceeds your charged off balance, a check for the difference. Please contact the Settlement Administrator if you change your address.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep the right to sue Citizens 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.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.CITIZENSUSAGEFEESETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to the Settlement Administrator. Your request must include:

- Your name, address, telephone number, and HELOC account number;
- A statement that you want to be excluded from the Citizens Settlement in *Block v. RBS Citizens, N.A., Inc.*, 1:15-CV-01524 (D.N.J.); and
- Your personal signature (no one can sign for you).

You must mail your exclusion request, postmarked no later than **Month 00, 2016**, to P.O. Box 0000, City, State Zip. You cannot ask to be excluded on the phone, by email, or at the website.

14. If I do not exclude myself, can I sue Citizens for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Citizens for the claims that the Settlement resolves. You must exclude yourself from *this* Settlement in order to try to maintain your own lawsuit or arbitration or take part in any other action.

15. If I exclude myself, can I still get a payment?

No. If you exclude yourself from the Settlement you will not get a payment or account credit.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has appointed lawyers to represent all Settlement Class Members as "Settlement Class Counsel." They are:

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
DENITTIS OSEFCHEN, P.C.
5 Greentree Center, Suite 410
Marlton, New Jersey 08053
Tel: (856) 797-9951

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel intends to request up to 22% of the value of the Settlement Fund for attorneys' fees and reimbursement of the costs and expenses of prosecuting the class action, but which shall not exceed \$130,173.00. The Court will decide the amount of fees to award. Settlement Class Counsel will also request that a special service payment of \$5,000 be paid from the Settlement Fund to the Class Representative for his service on behalf of the whole Settlement Class. Counsel fees and expenses and

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.CITIZENSUSAGEFEESSETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.

special service payments awarded by the Court will be paid out of the Settlement Fund before making payments to eligible Settlement Class Members.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

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

- Your full name, address, and telephone number;
- A statement saying that you object to the Citizens Settlement in *Block v. RBS Citizens, N.A., Inc.*, 1:15-CV-01524 (D.N.J)
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- The reasons you object to the Settlement, along with any supporting materials;
- The identity of any attorney who represents you, including any former or current counsel, who may be entitled to compensation for any reason related to your objection;
- The identity of all counsel 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 the objection; and
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing.

The requirements to object to the Settlement are described in detail in paragraph 7.02 of the Amended Settlement Agreement. You must mail your objection to each of the following three addresses, and your objection must be postmarked by **Month 00, 2016**:

Clerk of the Court U.S. District Court for the District of New Jersey Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Room 1050 Camden, NJ 08101	Stephen P. DeNittis Joseph A. Osefchen Shane T. Prince DENITTIS OSEFCHEN, P.C. 5 Greentree Center, Suite 410 Marlton, New Jersey 08053	Jennifer L. Del Medico JONES DAY 250 Vesey Street New York, New York 10281
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19. What is the difference between objecting and asking to be excluded?

Objecting is simply 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. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

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

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.CITIZENSUSAGEFEESSETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.

The Court has scheduled a Final Approval Hearing on **Month 00, 2016 at 00:00 p.m.** at the United States District Court for District of New Jersey, Camden Vicinage, located at Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Room 1050, Court Room 5D, Camden, NJ 08101. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.CitizensUsageFeeSettlement.com for updates. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any request by Settlement Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to attend the hearing 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 addresses, and it complies with the other requirements described in paragraph 7.02 of the Amended Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number; and
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the Citizens Settlement in *Block v. RBS Citizens, N.A., Inc.*, 1:15-CV-01524 (D.N.J.).

You must send copies of your Notice of Intention to Appear, postmarked by **Month 00, 2016**, to all three addresses listed in Question 18. You cannot speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Amended Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Amended Settlement Agreement at www.CitizensUsageFeesSettlement.com. You also may write with questions to the Settlement Administrator at P.O. Box 0000, City, State Zip or call the toll-free number, 1-800-000-0000.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.CITIZENSUSAGEFEESSETTLEMENT.COM
SI DESEA RECIBIR ESTA NOTIFICACION EN ESPANOL, LLAMENOS O VISITE NUESTRA PAGINA WEB.

EXHIBIT 3

If You Paid Usage Fees on a Home Equity Line of Credit Account to Citizens Bank, You May be Eligible for a Payment from a Class Action Settlement.

A \$612,294 Settlement has been reached in a class action lawsuit claiming that Citizens Bank, N.A. (“Citizens”) improperly charged usage fees (“Usage Fees”) to certain Home Equity Line of Credit (“HELOC”) account holders. Citizens disputes the allegations and has not admitted liability or wrongdoing of any kind. The Court has not decided which side is right.

Who’s Included?

The Settlement includes anyone who:

- is or was the holder of a HELOC account that was on Citizens’ systems between December 1, 2008 and December 22, 2015 that was charged a Usage Fee; and
- was charged a Usage Fee between the time the Account was converted to Citizens’ systems or the time the Account was originated at Citizens; and
- a Usage Fee was charged even though the percentage of the credit line in use was equal to, or greater than, the percentage required to avoid a Usage Fee as set forth in the loan note (the “Usage Fee Class”); or
- has or had an Account that included a rider or otherwise prohibited or waived Usage Fees for the life of the Account (the “Usage Fee Rider Class”).

Together, the Usage Fee Class and Usage Fee Rider Class are called the “Settlement Classes”. The people included in the Settlement Classes are called “Settlement Class Members”. You may be a member of the Usage Fee Class or the Usage Fee Rider Class, but not both.

What are the Settlement Terms?

Citizens has agreed to establish a Settlement Fund of \$612,294 that will provide payments, via a credit or check, to eligible Settlement Class Members. Individual payments will vary and depend on account-specific factors such as Usage Fees charged, account usage, prior fee waivers, the terms of the loan note at issue, and whether the account was charged off with an outstanding balance. Settlement Class Members may not receive a payment if Citizens previously waived Usage Fees exceeding any amount that the Settlement Class Member might be owed as part of this Settlement. Please note that not every Usage Fee that was charged entitles a Settlement Class Member to payment. Payments will be based on the formula set forth in paragraph 3.09 of the Amended Settlement Agreement. The amount of each Settlement Class Member’s payment has not been finalized at this time. Any money left in the Settlement Fund after distribution and any required reissues shall be distributed through a residual unclaimed property and escheatment process based on the State law of each eligible Settlement Class Members’ last known address.

How to Get a Payment?

Current account holders will receive an automatic credit to the principal balance of their accounts or will receive a check if it is not possible or reasonable to provide a credit. Past account holders will receive payment via check sent by mail to the last address known to Citizens. Past account holders whose accounts were closed with a charged off balance will receive a credit to the charged off balance

and, if the eligible Settlement Class Members' payment amount exceeds his or her charged off balance, a check for the difference. If it is not possible or reasonable to provide a credit to past account holders with a charged off balance, payment will be sent via check to the last address known to Citizens.

Your Rights May Be Affected.

If you do not want to be legally bound by the Settlement, you must ask (in writing) to be excluded from the Settlement Class by **Month 00, 2016**. If you do not exclude yourself, you will release claims that were or could have been made against Citizens, as well as those listed in Section IX of the Amended Settlement Agreement and Release. If you stay in the Settlement Class, you may object to the Settlement by **Month 00, 2016**.

The Court has scheduled a hearing on **Month 00, 2016** to consider whether to approve: the Settlement; attorneys' fees, costs, and expenses of up to 22% of the Settlement Amount, but which shall not exceed \$130,173.00; and a \$5,000 payment to the Class Representative. If approved, these fees, costs and award will be paid from the Settlement Amount before making payments to eligible Settlement Class Members. You can appear at the hearing, but you don't have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. You can call the toll-free number or visit the website to learn more about how to exclude yourself from or object to the Settlement or obtain a copy of the Amended Settlement Agreement and Release.

For more information: www.CitizensUsageFeeSettlement.com or 1-800-000-0000
Si Desea Recibir Esta Notificación En Español, Llámenos O Visite Nuestra Página Web.

EXHIBIT 4

Case 1:15-cv-01524-JHR-JS Document 32-2 Filed 09/09/16 Page 75 of 89 PageID: 294

Settlement, the record in these proceedings, the representations, argument and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and parties to these proceedings; (2) the proposed Settlement Class meets the requirements of Federal Rule of Civil Procedure 23 and should be certified for settlement purposes only; (3) the person and entities identified below should be appointed class representative and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arms'-length negotiations between the parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice Program and proposed forms of Notice satisfy Federal Rule of Civil Procedure 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Settlement Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for a Service Award for Plaintiff, and their rights to opt-out of the Settlement Class and object to the Settlement, Settlement Class Counsel's Fee Application, and/or the request for a Service Award for Plaintiff; and (7) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Federal Rule of Civil Procedure 23(e), to assist the Court in determining whether to grant final approval of the Settlement and enter Final Judgment, and whether to grant Settlement Class Counsel's Fee Application and request for a Service Award for Plaintiff.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. As used in this Order, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.
2. The Court has jurisdiction over the subject matter and parties to this proceeding pursuant to 28 U.S.C. § 1331.

3. Venue is proper in this District.

Provisional Class Certification and Appointment of Class Representatives and Class Counsel

4. “In addition to doing a preliminary evaluation of the fairness of the settlement in the first step of the judicial review process, it is also necessary to determine if class certification is appropriate.” Zimmerman v. Zwicker & Assocs., P.C., No. 09-3905 (RMB/JS), 2011 U.S. Dist. LEXIS 2161, at **8-9 (D.N.J. Jan. 10, 2011) (J. Schneider). “In this context, some courts make only a preliminary determination that the proposed claims satisfy the criteria set out in Fed. R. Civ. P. 23(a) and at least one of the subsections of Rule 23(b).” Id. (citing Manual for Complex Litigation §21.632 (4th ed. 2006) (“The judge should make a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).”)).

5. The Court finds, for settlement purposes, that the Rule 23 factors are present and that certification of the proposed Settlement Class is appropriate under Rule 23. The Court, therefore, provisionally certifies the following Settlement Classes:

(a) All persons in the United States who have or had an Account that (i) was on Citizens’ systems between December 1, 2008 and December 22, 2015; (ii) was charged a Usage Fee when the Account’s Usage Percentage was equal to, or greater than, the percentage required to avoid a Usage Fee, and (iii) the Usage Fee was assessed between (x) the time the Account was converted to Citizens’ systems or the time the Account was originated at Citizens, and (y) December 22, 2015 (“Usage Fee Class”); and

(b) All persons in the United States who have or had an Account that (i) included a rider or otherwise prohibited or waived Usage Fees for the life of the Account; (ii) was on Citizens’ systems between December 1, 2008 and December 22, 2015; and (iii) was assessed a

Usage Fee between (x) the time the Account was converted to Citizens' systems or the time the Account was originated at Citizens, and (y) December 22, 2015 ("Usage Fee Rider Class").

6. Specifically, the Court finds, for settlement purposes, that the Settlement Class satisfies the following factors of Federal Rule of Civil Procedure 23:

(a) Numerosity: In the Action, the parties have determined that over 2,900 individuals, spread out across the country, are members of the proposed Settlement Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. See Stewart v. Abraham, 275 F.3d 220, 226-27 (3d Cir. 2001) ("No minimum number of plaintiffs is required to maintain a suit as a class action, but generally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met."); Consol. Rail Corp. v. Town of Hyde Park, 47 F.3d 473, 483 (2d Cir. 1995) (stating that "numerosity is presumed at a level of 40 members").

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. See In re Chiang, 385 F.3d 256, 265 (3d Cir. 2004) (holding that the Rule 23(a)(2) commonality requirement "is not a high bar"); see also Neal v. Casey, 43 F.3d 48, 56 (3d Cir. 1994) ("Because the [Rule 23(a)(2) commonality] requirement may be satisfied by a single common issue, it is easily met . . ."). Here, the commonality requirement is satisfied because there are multiple questions of law and fact that center on Citizens' class-wide policies and practices and are common to the Settlement Class.

(c) Typicality: The Plaintiff's claims are typical of the Settlement Class for purposes of the Settlement because they concern the same alleged Citizens policies and practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. See Stewart, 275 F.3d at 227-28 ("Factual differences will not render a claim atypical if the claim arises from the same event or practice or course of conduct that

gives rise to the claims of the [absent] class members, and if it is based on the same legal theory.”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Settlement Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. See Bogosian v. Gulf Oil Corp., 561 F.2d 434, 449 (3d Cir. 1977) (holding that Rule 23(a)(4) requires the absence of any actual conflict of interest between the representative plaintiff and other class members, and the presence of competent counsel to represent the class), cert. denied, 434 U.S. 1086 (1978). Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff has retained competent counsel to represent him and the Settlement Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Settlement Class Counsel have vigorously and competently represented the Settlement Class Members’ interests in the Action.

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for approximately 2,900 of Settlement Class Members in a single, coordinated proceeding is superior to approximately 2,900 individual lawsuits addressing the same legal and factual issues. Under Rule 23(b)(3), “[c]ommon issues of fact and law predominate if they have a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys. v. Humana Military Healthcare Servs.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (citations and alterations omitted); see also Sullivan v. DB

Invs., Inc., 667 F.3d 273, 299-300 (3d Cir. 2011) (holding that the predominance requirement is met where there is a “common course of conduct” by the defendant that predominates over any individual issues and can be established through common proof). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Settlement Class Members in a single common judgment.

7. The Court appoints the following person as class representative: Marc Block.

8. The Court appoints the following persons and entities as Class Counsel:

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
DeNittis Osefchen, P.C.
5 Greentree Center, Suite 410
Marlton, New Jersey 08053
Tel: (856) 797-9951

Preliminary Approval of the Settlement

9. “Review of a proposed class action settlement is a two-step process: preliminary approval and a subsequent fairness hearing.” Jones v. Commerce Bancorp, Inc., No. 05-5600, 2007 U.S. Dist. LEXIS 52144, at *4 (D.N.J. July 16, 2007) (Kugler, J.) (citation omitted).

“Preliminary approval is not binding, and it is granted unless a proposed settlement is obviously deficient.” Id. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” Zimmerman, 2011 U.S. Dist. LEXIS 2161, at *7.

10. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good-faith, arms’-length negotiations between the parties and their capable and experienced counsel. The Court further finds that the

Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter final judgment.

Approval of Notice and Notice Program and Direction to Effectuate Notice

11. The Court approves the form and content of the Notice to be provided to the Settlement Class, substantially in the forms attached as Exhibits 2 and 3 to the Motion. The Court further finds that the Notice Program, described in Section VI of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's Fee Application, and the request for a Service Award for Plaintiff. The Notice and Notice Program constitute sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

12. The Court directs that Kurtzman Carson Consultants ("KCC") act as the Settlement Administrator.

13. The Settlement Administrator shall implement the Notice Program, as set forth below and in the Settlement, using substantially the forms of Notice attached as Exhibits 2 and 3 to the Amended Settlement Agreement and approved by this Order. Notice shall be provided to the Settlement Class Members pursuant to the Notice Program, as specified in Section VI of the Settlement and approved by this Order. The Notice Program shall include Mailed Notice and

Long-Form Notice on the Settlement Website, as set forth in the Settlement, the exhibits appended to the Motion, and below.

Mailed Notice Program

14. The Settlement Administrator shall administer the Mailed Notice Program. To facilitate the notice process, within 30 days of this Order, Citizens and its counsel will provide to the Settlement Administrator in an electronically searchable and readable format, a Class List that includes the names, and last known mailing addresses, for all identifiable Settlement Class Members as such information is contained in the reasonably available account records, subject to the availability of information in reasonably accessible electronic form, maintained by Citizens.

15. Within 30 days from the date that the Settlement Administrator receives the Class List from Citizens, the Settlement Administrator shall run the addresses through the National Change of Address Database, and shall mail to all such Settlement Class Members the Mailed Notice.

16. Within seven days after the date the Settlement Administrator completes the Mailed Notice, the Settlement Administrator shall provide Settlement Class Counsel and Citizens with an affidavit that confirms that the Mailed Notice Program was completed in accordance with this Order. Settlement Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiff's Motion for Final Approval of the Settlement.

17. All costs associated with the Mailed Notice Program shall be paid by Citizens, as set forth in the Settlement.

Settlement Website and Toll Free Settlement Line

18. The Settlement Administrator shall establish a Settlement Website as a means for Settlement Class Members to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval,

but prior to the commencement of the Notice Program. The Settlement Website shall include hyperlinks to the Settlement, the Long-Form Notice, this Order, and such other documents as Settlement Class Counsel and counsel for Citizens agree to post or that the Court orders posted on the Settlement Website. These documents shall remain on the Settlement Website at least until distribution of the Net Settlement Fund has been made to Settlement Class Members as provided in Section III of the Settlement.

19. The Settlement Administrator shall establish and maintain a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the questions of Settlement Class members who call with or otherwise communicate such inquiries.

20. KCC is directed to perform all other responsibilities under the Notice Program assigned to the Settlement Administrator in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

21. The Court directs that a Final Approval Hearing shall be scheduled for _____, 2016 [Week of February 13, 2017 assuming the Court grants preliminary approval on or before September 14, 2017 and one week later for each week after September 14, 2016 that the order is not entered] at _____ a.m./p.m., to assist the Court in determining whether to grant Final Approval to the Settlement and enter the Final Approval Order and Judgment, and whether Class Counsel's Fee Application and request for a Service Award for Plaintiff should be granted.

22. The Court directs that any person within the Settlement Class definition who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Long-Form Notice at any time during the Opt-Out-Period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 45 days after the Notice Date, and mailed to the address indicated in the Long-Form Notice, and must include:

- (i) the full name, telephone number, address, and HELOC account number of the person seeking to be excluded from the Settlement Class;
- (ii) a statement that such person wishes to be excluded from the Citizens Settlement in *Block v. RBS Citizens, N.A., Inc.*, 1:15-CV-01524 (JHR) (JS); and
- (iii) the signature of the person seeking to be excluded from the Settlement Class.

The Opt-Out Deadline shall be 45 days after the Notice Date and shall be specified in the Mailed Notice and Long-Form Notice. All persons within the Settlement Class definition who do not timely and validly opt-out of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section IX of the Settlement.

23. The Court further directs that any person in the Settlement Class who does not opt-out of the Settlement Class may object to the Settlement, Settlement Class Counsel's Fee Application and/or the request for a Service Award for Plaintiff. Any such objections must be filed with the Court, with copies provided to the Settlement Administrator, Settlement Class Counsel, and counsel for Citizens, at the addresses indicated in the Long-Form Notice. For an Objection to be considered by the Court, the Objection must set forth:

- (i) the case name, *Block v. RBS Citizens, N.A., Inc.*, 1:15-CV-01524 (JHR) (JS);
- (ii) the objector's full name, address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- (iv) all grounds for the Objection, accompanied by any legal support for the Objection known to the objector or his counsel;

- (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the Objection to the Settlement or fee application;
- (vi) the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the Objection; and
- (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing.

For an Objection to be considered by the Court, the Objection must also be mailed first-class postage prepaid or by private courier (e.g., Federal Express) and addressed in accordance with the instructions, and the postmark date (for first-class mail) or shipping date (for private courier) indicated on the envelope must be no later than the last day of the Opt-Out Period, as specified in the Notice.

24. A Settlement Class Member or his or her attorney intending to make an appearance at the Final Approval Hearing must: (a) file a notice of appearance with the Court no later than thirty (30) days prior to the Final Approval Hearing; and (b) serve a copy of such notice of appearance on all counsel for all Parties. Any Settlement Class Member who fails to comply with these requirements shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments.

Further Papers In Support Of Settlement and Fee Application

25. Plaintiff shall file his motion for final approval of the settlement, and his application for attorneys' fees, costs, and expenses, and for a Service Award for Plaintiff, no later than 30 days before the Final Approval Hearing.

26. No later than 40 days prior to the Final Approval Hearing, the Settlement Administrator shall provide to counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order and identifying each Settlement Class Member who chose to Opt-Out of the Settlement.

27. Plaintiff and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Fee Application no later than 14 days before Final Approval Hearing. If Citizens chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Final Approval Hearing.

Effect of Failure to Approve the Settlement or Termination

28. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order and Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiff's right to seek class certification and Citizens' right to oppose class certification;

- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Citizens or Plaintiff on any point of fact or law; and
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders, and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, and/or any objections or interventions may be used as evidence.

Stay/Bar Of Other Proceedings

29. All proceedings in the Action are hereby stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against Citizens any action or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims.

30. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must precede it:

- (i) The Settlement Administrator shall establish the Settlement Website and toll-free telephone line as soon as practicable following Preliminary Approval, but no later than the commencement of the Mailed Notice Program;
- (ii) Within 30 days of this Order, Citizens and its counsel will provide to the Settlement Administrator, in an electronically searchable and readable format, a Class List that includes the names, and last known mailing addresses, for all identifiable Settlement Class Members as such information is contained in the reasonably

available account records, subject to the availability of information in reasonably accessible electronic form, maintained by Citizens.

- (iii) Within 30 days after receiving the Class List, the Settlement Administrator shall run the addresses through the National Change of Address Database and shall send the Mailed Notice to Settlement Class Members;
- (iv) The Settlement Administrator shall provide to counsel for all Parties a declaration stating that Notice was completed in accordance with the Amended Settlement Agreement;
- (v) No later than 30 days prior to the Final Approval Hearing, Plaintiff shall file his motion for Final Approval of the Settlement, and Settlement Class Counsel shall file their Fee Application and Request for a Service Award for Plaintiff;
- (vi) Settlement Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Fee Application, and/or the Request for a Service Award no later than 45 days after the Notice Date;
- (vii) Settlement Class Members must file requests for exclusion from the Settlement by no later than 45 days after the Notice Date;
- (viii) Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and Fee Application no later than 14 days before Final Approval Hearing;
- (ix) If Citizens chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it shall do so no later than 14 days before Final Approval Hearing; and
- (x) The Final Approval Hearing will be held on [Week of February 13, 2017 assuming the Court grants preliminary approval on or before September 14, 2017 and one

week later for each week after September 14, 2016 that the order is not entered],
2016 at, _____ a.m./p.m. in Courtroom _____ of the Mitchell H.
Cohen Building and United States Courthouse, in Camden, New Jersey.

DONE AND ORDERED at the Mitchell H. Cohen Building and United States Courthouse,
in Camden, New Jersey this ____ day of _____ 2016.

JOSEPH H. RODRIGUEZ
UNITED STATES DISTRICT JUDGE
DISTRICT OF NEW JERSEY

cc: All Counsel of Record