

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank (“FDIC-R”) and PNC Bank, National Association (“PNC”) (individually, FDIC-R and PNC may be referred to herein as “Party” and collectively as the “Parties”). This Settlement Agreement shall be effective as of the date last executed by any Party (“Effective Date”).

RECITALS

WHEREAS:

Prior to September 25, 2008, Washington Mutual Bank (“WaMu”) was a depository institution organized and existing under the laws of Nevada;

On September 25, 2008, the Office of Thrift Supervision closed WaMu, and, pursuant to 12 U.S.C. § 1821(c), Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), FDIC-R succeeded to all rights, titles, powers and privileges of WaMu, including those with respect to its assets;

Among the assets to which FDIC-R succeeded were all of WaMu’s claims, demands, and causes of action against mortgage brokers;

PNC is the successor to the entities listed on Exhibit A (each, a “PNC Predecessor”);

On August 10, 2023, FDIC-R filed a complaint for money damages against PNC. Those claims for damages are now pending in the United States District Court for the Southern District of California (the “Court”) in *FDIC-R v. PNC*, No. 3:23-cv-1470 (“Action”). PNC has denied liability in the Action; and

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty and expense of further litigation;

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, each with the other, as follows:

SECTION I: Payment to FDIC-R

A. As an essential covenant and condition to this Agreement, on or before February 29, 2024, PNC shall pay FDIC-R the sum of One Million Dollars (\$1,000,000.00) (“the Settlement Payment”). The Settlement Payment shall constitute a debt due and owing FDIC-R, an instrumentality, agency and/or other entity of the United States, on the Effective Date. The debt shall be discharged by payment in full to the FDIC-R.

B. PNC shall deliver the Settlement Payment to FDIC-R by electronic funds transfer pursuant to the written instructions attached as Exhibit B.

C. If FDIC-R does not receive the Settlement Payment in full on or before February 29, 2024, then PNC shall be in default of its payment obligations (“Default”) and interest shall accrue at the rate of five percent (5%) per annum or the rate calculated in accordance with 26 U.S.C. § 6621(a)(2), whichever rate is higher (“Default Interest Rate”) on the unpaid total (i.e. unpaid amount of Settlement Payment together with all accrued interest) until paid in full, and FDIC-R, in its sole discretion, shall have the right to:

1. Waive the Default and extend the period of time for the Settlement Payment in writing, including interest at the Default Interest Rate accruing from the date determined by Section I.A above; or
2. Enforce this Agreement, in which case PNC agrees a) that FDIC-R shall be entitled to its reasonable attorneys’ fees (including fees of in-house counsel) and costs in enforcing the Agreement and b) to exclusive jurisdiction and venue in the United States District Court for the Southern

District of California; or

3. Terminate the Agreement by declaring it null and void, move to vacate any dismissal order, to which PNC agrees to consent, and re-institute an action on FDIC-R's claims. PNC further agrees to waive and covenants to not plead, argue, or otherwise assert any defense, claim or counterclaim of any kind whatsoever that did not exist or was otherwise unavailable as of the Effective Date, except the defense of payment of the Settlement Payment, in part or in full; and/or

4. Seek any other relief available to it in law or equity.

Any decision by FDIC-R to extend the time, and any extension of time, under Section I.C.1 for delivery of the Settlement Payment or any decision by FDIC-R to accept a portion of the Settlement Payment, and any acceptance of a portion of the Settlement Payment, shall not prejudice FDIC-R's rights to take any of the actions set forth in Section I.C.1 through I.C.4 at any time prior to receipt of Settlement Payment (including all accrued interest) in full; provided, however, that in the event FDIC-R terminates this Agreement by declaring it null and void, FDIC-R will return to PNC any and all amounts paid to FDIC-R under this Settlement Agreement.

SECTION II: Stipulation and Dismissal

Promptly after the Effective Date, the Parties shall jointly advise the Court in the Action of the Parties' entry into a settlement agreement and jointly request a stay of all deadlines and proceedings in the Action pending compliance with the terms of the settlement agreement. Within ten business days after the latter of (1) full execution of this Agreement by all of the Parties, and (2) receipt of the Settlement Payment, plus any accrued interest, FDIC-R shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties hereto, in the form attached hereto as Exhibit C, in the Action.

SECTION III: Releases

A. FDIC-R's Releases.

Upon receipt of the Settlement Payment in full and except as provided in Section III.C, FDIC-R, for itself and its successors and assigns, hereby releases and discharges PNC and its respective parents, subsidiaries, and affiliates, and their respective officers, agents, representatives, successors, and assigns from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to FDIC-R, that in any way arise from or relate to (a) the causes of action alleged in the Action (including any claims for monetary damages, prejudgment interest, costs and expenses, attorneys' fees, and any other relief sought in connection with such causes of action), or (b) the origination, sale, conveyance, or brokerage by PNC or any PNC Predecessor of any loan secured by an interest in residential real property (including, without limitation, any residential mortgage loan, home equity loan, home equity line of credit loan, or home equity installment loan) originated or acquired by WaMu, its subsidiaries, or its affiliates prior to the Effective Date (clauses (a) and (b) collectively, the "Released Matters").

B. PNC's Reciprocal Release.

Effective simultaneously with the release granted in Section III.A above, PNC, on behalf of itself and its parents, subsidiaries, and affiliates, and their respective successors and assigns, hereby releases and discharges FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that in any way arise from or relate to the Released Matters.

C. Exceptions from Releases by FDIC-R.

1. Notwithstanding any other provision of this Agreement, FDIC,

in any capacity, does not release, and expressly preserves fully and to the same extent as if this Agreement had not been executed, any claims or causes of action:

- a. Against PNC or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, WaMu, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC-R as successor in interest to WaMu or any person or entity other than WaMu; and
- b. by FDIC in any capacity other than as Receiver for WaMu; and
- c. Against any person or entity not expressly released by FDIC-R in this Agreement.

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person or entity.

3. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed or interpreted as waiving, or intending to waive, any claims that could be brought by the United States or any department, agency or instrumentality thereof (other than the FDIC-R), including, but not limited to, through the United States Department of Justice or any United States Attorney's Office.

D. Scope of Releases.

Each of FDIC-R and PNC acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by California Civil Code Section 1542 or any law of any other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Parties acknowledge that inclusion of the provisions of this Section III.D in this Agreement was a material and separately bargained-for element of this Agreement. The Parties further acknowledge that the releases granted herein are specific releases limited to the Released Matters, not general releases.

E. Ownership of Released Claims.

Each Party represents and warrants to the other Party that it has not assigned or otherwise transferred any portion of any claims, rights, actions, or causes of action that accrued to it and would otherwise be released by it herein, and that it has and maintains full ownership and control of the disposition of such claims, rights, actions, and causes of action.

SECTION IV: Representations and Acknowledgements

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to

bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, trustees, administrators, representatives, successors and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

SECTION V: Reasonable Cooperation

The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to conclude the Action and to otherwise perform the terms of this Agreement.

SECTION VII: Other Matters

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

B. Counterparts and Digital Signatures. This Agreement may be executed digitally by DocuSign or similar services which use public key cryptography or by hand, in any number of counterparts, and delivered electronically or physically, each original or electronic copy thereof will be deemed an original, and all of which when taken together constitute one and the same Agreement.

C. Choice of Law/Jurisdiction. This Agreement shall be interpreted,

construed and enforced according to applicable federal law, or in its absence, the laws of the Commonwealth of Pennsylvania without regard to the conflicts-of-law principles thereof. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute. All Parties hereto submit to the personal jurisdiction of the United States District Court for the Southern District of California for purposes of implementing and enforcing the settlement embodied in this Agreement.

D. Notices. Any notices required hereunder shall be sent by nationally recognized overnight delivery service (e.g. FedEx or UPS), and by email, to the following:

If to the FDIC-R:

Stuart Tonkinson
3501 Fairfax Drive
Arlington, Virginia 22226
(214) 673-7549
jtonkinson@fdic.gov

If to PNC:

PNC Bank, National Association
340 Madison Avenue, 11th Floor
New York, NY 10173
Attention: Peter McCarthy, Executive Vice President
peter.mccarthy@pnc.com

and

PNC Bank, National Association
Legal Department
1600 Market Street
Philadelphia, PA 19103
Attention: Gary Deutsch
gary.deutsch@pnc.com

E. Entire Agreement and Amendments. This Agreement, including Exhibits, constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed by the Parties bound thereby, or by their respective authorized attorney(s), or other representative(s).

F. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to Federal Deposit Insurance Corporation’s applicable policies, procedures, and other legal requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

Date: 2/13/2024

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR WAMU

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Stuart Tonkinson
Counsel

Date: 2/15/2024

PNC BANK, NATIONAL ASSOCIATION

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Peter McCarthy
Executive Vice President

Exhibit A

1st Performance National Bank
Accubanc Mortgage
Accubanc Mortgage, a division of National City Bank of Indiana
Acculend Mortgage, LP
Admiralty Bank
Alabama Exchange Bank
Allegiant Bank
Alpena Savings Bank
American Best Mortgage, LLC
American Fidelity Bank and Trust Company
American Mortgage Source
American Savings and Loan Association
Americity Federal Savings Bank
Atlantic Savings and Loan Association
Baltimore Trust Company
BancOhio National Bank
Bank of Byromville
Bank of Colerain
Bank of Dadeville
Bank of Delaware
Bank of Edenton
Bank of Enfield
Bank of Hanover
Bank of Hanover and Trust Company
Bank of Harrellsville
Bank of Lancaster County, National Association
Bank of Mecklenburg
Bank of Milan
Bank of Northampton
Bank of Pilot Mountain
Bank of Pinchurst
Bank of Rich Square

Bank of the Southeast
Bay First Bank, National Association
Bay Net A Community Bank
BBVA Compass Bank
BBVA USA
BLC Bank National Association
Bloomington Federal Savings and Loan Association
Brandywine Savings & Loan Association
Brandywine Savings Bank, PASA
Brentwood Savings Association
Brevard Federal Savings and Loan Association
Buckeye Federal Savings and Loan Association
Byars and Company, Inc.
Calvert Bank and Trust Company
Camp Hill Bank
Candor Savings and Loan Association
Canton Savings Bank, SSB
CCNB Bank, NA
Centennial Savings and Loan Company
Centennial Savings Bank
Centura Bank
CFC Interim, Inc.
Champion Federal Savings and Loan Association
Chattahoochee National Bank
Chemical Bank New Jersey, National Association
Chesterfield Federal Savings and Loan Association of Chicago
Chippewa Valley Bank
Citizens Bank of Talladega
Citizens Federal Savings and Loan Association (Rutherfordton, N.C.; RSSD ID: 988779)
Citizens Federal Savings and Loan Association (Carthage, N.C.; RSSD ID: 697576)
Citizens Fidelity Bank and Trust Co.
Citizens Fidelity Bank and Trust Company d/b/a Citizens Fidelity Mortgage Company
Citizens Fidelity Bank and Trust Co. d/b/a PNC Mortgage Servicing Co.

Citizens Fidelity Bank and Trust Company Indiana
Clayton National Bank
Cleveland Federal Bank, A Savings Bank
Columbus National Bank
Commercial and Industrial Bank of Henderson
Commonwealth Mid-Atlantic Mortgage
Commonwealth United Mortgage Company
Commonwealth United Mortgage, a division of National City Bank of Indiana
Commonwealth United Mortgage Company, a division of National City Bank of Indiana
Community Bank & Trust, S.S.B
Community Bank of Naples, National Association
Community Bank of Northern Virginia
Community Federal Savings and Loan Association
Compass Bank
Constellation Mortgage, LLC
Continental Bank
Continental Bank – Comm Housing
Coquina Bank
County Banking & Trust Company
County Bank and Trust Company
Cypress Coquina Bank
Dominion Trust Mortgage, LLC
East Federal Savings and Loan Association of Kinston
Eastern Mortgage Services
EFS Bank
Elgin Federal Financial Center, a Federal Association
Elgin Financial Savings Bank
Empire Banking Corporation
Endeavor Capital Mortgage, LP
Enterprise Bank, National Association
Equality Mortgage Corporation
Equality Savings Bank
Equality Savings and Loan Association

Equibank

EQUIBANK, A BANK AND TRUST COMPANY

Farmers & Mechanics Bank

Farmers and Mechanics National Bank

Farmers and Merchants Bank – Eastern Shore

Farmers National Bank

Fayette Bank and Trust Company

Fidelity Federal Bank & Trust

Fidelity Federal Bank & Trust Company

Fidelity Federal Savings and Loan Association

Fidelity Federal Savings Bank

Fidelity Federal Savings Bank of Florida

First American Bank

First American Bank of Pelham

First American Federal Savings and Loan Association

First American Federal Savings Bank

First American Savings, F.A.

First American Savings Bank FSB

First Capital Bank

First Capital Bank (Raleigh, Georgia)

First Carolina Bank and Trust Company

First Charlotte Bank and Trust Company

First Citizens Bank

First Coastal Bank

First Commercial Bank

First Community Bank

First Community Bank of Palm Beach County

First Eastern Bank, National Association

First Federal Savings and Loan Association

First Federal Savings and Loan Association of Pittsburgh

First Federal Savings Association of Raleigh

First Federal Savings & Loan Association of Westchester

First Federal Savings Bank of Kokomo

First Federal Savings Bank of LaGrange
First Federated Capital Corporation
First Flag Bank
First Franklin a division of National City Bank of Indiana
First Franklin Financial, a division of National City Bank of Indiana
First Franklin Financial Corp., a Division of National City Bank of Indiana
First Independent Mortgage, LLC
First National Bank in Ayden
First National Bank of Delaware
First National Bank of East Chicago, Indiana
First National Bank of Indiana and Mutual Trust Company
First National Bank of Louisville
First National Bank of North East
First National Bank of Smithfield
First National Bank of Warsaw
First of America Bank-Champaign, National Association
First of America Bank - Indiana
First of America Bank-Illinois, National Association
First of America Bank – Menominee
First of America Bank – Metro Southwest, N.A.
First of America Bank – Mid Michigan
First of America Bank-Muskegon
First of America Bank – North Central Illinois, N.A
First of America Bank – Southeast Michigan, National Association
First of America Bank-Springfield N.A.
First of America Bank – Upper Peninsula, National Association
First of America Bank – Van Buren
First of America Bank – Wayne Oakland
First of America Bank – West Branch
First of America Bank-West Michigan
First of America Loan Services, Inc.
First of America Mortgage Company
First of America Mortgage Company

First of America Mortgage a Division of National City Bank of Indiana
First of America Origination Company
First Peoples Federal Savings and Loan Association
First Savings and Loan Association
First Savings and Loan Association of Central Indiana
First Savings Bank of Forest City, SSB
First Seneca Bank
First Southern Savings and Loan Association
First Southern Savings and Loan Association of Hamlet
First Southern Savings Bank
FirstSouth Bank
First State Bank and Trust Company of Park Ridge
First Team Mortgage LLC.
Flag Bank
Florida Choice Bank
FNMC, a division of National City Bank
FNMC, a division of National City Bank of Indiana
Fort Wayne National Bank
Founders Federal Bank, a division of UFSB
Founders Federal Savings and Loan Association
Founders Mortgage Company
Frankenmuth Bank & Trust
Franklin Bank
FrederickTown Bank & Trust Company
Gallatin National Bank
Garden State Bank
Gateway Federal Savings Bank
Gateway Federal Savings and Loan Association
Gem Mortgage Corporation of North America
Gem Savings Association
Georgia State Bank
Gold Standard National Bank of Marienville
Granite Savings Bank, SSB

Granville United Bank
Greenbrier Mortgage, LLC
Guaranty Bank
Guaranty Federal Bank F.S..B.
Guaranty Federal Bank, F.SB
Guaranty Federal Savings Bank
Guaranty Residential Lending, Inc.
Guaranty Savings Bank, FSB
Guaranty State Bank
Hanover Bank
Harbor Federal Savings and Loan Association
Harbor Federal Savings Bank
Harlingen National Bank
Hemet Federal Savings and Loan Association
Henderson Savings and Loan Association
Heritage Bank N.A.
Heritage Savings Bank
Hertford Banking Company
Home Federal Savings Bank
Homeowners Loan Corp.
Horizon Bank, N.A.
Indian River National Bank
Industrial-Commercial Bank
Integra Bank
Integra Bank/North
Integra National Bank/North
Integra Bank/Pittsburgh
Integra Mortgage Company
James Monroe Bank
Keystone National Bank
Knutson Mortgage Corporation
La Grange Federal Savings and Loan Association
Landmark Mortgage Services, Inc.

Landmark Savings Association
The Laredo National Bank
Leader Financial Corporation
Liberty Bank & Trust Company
London Bank and Trust Co.
Marine Bank
Marine National Bank
Market Mortgage Services, LLC dba First Market Mortgage, LLC
Marshall National Bank and Trust Company
Mercantile Bank & Trust, FSB
Mercantile County Bank
Mercantile Eastern Shore Bank
Mercantile Peninsula Bank
Mercantile Potomac Bank
Mercantile Safe Deposit and Trust Company
MERCANTILE POTOMAC BANK, Division of Mercantile Safe and Deposit and Trust
Company
Mercantile Southern Maryland Bank
Mid America Federal Savings and Loan Association
Mid America Bank, FSB
Midamerica Federal Savings Bank
Midlantic Bank, National Association
Midlantic National Bank
Midlantic National Bank/ Citizens
Midlantic National Bank/North
Mid-South Bank and Trust Company
Mid Town Bank & Trust Company of Chicago
Millennium Bank
Miners Savings Bank of Pittston
Mortgage Source Funding, LLC
Mountain Federal Savings and Loan Association
Muskegon Bank & Trust Company
National Bank of Commerce of Birmingham

National Bank of Commerce of Birmingham
National Bank of Fredericksburg
National City
National City Bank
National City Bank of Ashland
National City Bank of Columbus
National City Bank of Indiana
National City Bank of Kentucky
National City Bank of the Midwest
National City Bank, Akron
National City Bank, Dayton
National City Bank, Indiana
National City Bank of Michigan/Illinois
National City Bank, Northeast
National City Bank, Northwest
National City Bank of Pennsylvania
National City Corporation
National City Mortgage Co.
National City Mortgage Co dba Accubanc Mortgage
National City Mortgage Co. doing business as Accumortgage
National City Mortgage Co. doing business as Commonwealth Mid-Atlantic Mortgage
National City Mortgage Co dba Commonwealth United Mortgage Company
National City Mortgage Co., dba First of America Mortgage Company
National City Mortgage Co dba FNMC.
National City Mortgage Services Co.
National City Mortgage Services, Inc.
National City Mortgage, a division of National City Bank
National City Mortgage, a division of National City Bank of Indiana
National City Mortgage, Inc.
National City Real Estate Services, LLC
National City Warehouse Resources, a division of National City Bank
Nationpoint a Division of National City Bank
Nationpoint a division of Nat City Bank of IN

New East Bank of Goldsboro
New East Bank of Greenville
New East Bank of New Bern
New East Bank of the Albemarle
New East Bank of the Cape Fear
New Haven Savings Bank
North Central Mortgage Corporation
North Central Financial Corporation
North Scranton Bank and Trust Company
Northeastern Bank of Pennsylvania
Northwestern Savings and Loan Association
Ohio Citizens Bank
Orange Federal Savings and Loan Association
Oxford National Bank
Palm Springs Savings Bank, F.S.B
Parent Federal Savings Bank
PCFS Financial Services, Inc.
PCFS Mortgage Resources
PCFS Mortgage Resources, Inc.
PCFS Mortgage Resources, a division of The Provident Bank
Peach Acquisition Sub, Inc.
Pee Dee State Bank
Peninsula Bank
PennBank
PennSterling Bank, a division of Bank of Lancaster County N.A.
PennSterling Bank, a division of BLC Bank
Pennsylvania State Bank
Penn Valley Savings Association
Peoples Bank and Trust Company
Peoples Bank of the Triad
Peoples Community Mortgage, LLC
Peoples Federal Savings and Loan Association
People's Savings Association

Peoples State Bank of Groveland
The Phillipsburg National Bank and Trust Company
Phillipsburg Trust Company
Pioneer Bank and Trust Company
Pittsburgh National Bank
Platinum First Mortgage, LP
PNC Bank, Delaware
PNC Bank, FSB
PNC Bank Indiana, Inc.
PNC Bank Kentucky, Inc.
PNC Bank, Kentucky, Inc., d/b/a PNC Mortgage Company
PNC Bank, Kentucky, N.A.
PNC Bank, Northern Kentucky
PNC Bank, New England, Boston Massachusetts
PNC Bank, New Jersey
PNC Bank, Northeast PA
PNC Bank, Ohio, National Association
PNC Community Development Company, LLC
PNC Mortgage, LLC
Potomac Valley Bank
Princeton Bank
Provident Bank
Provident Consumer Financial Services, Inc.
Provident Consumers Financial Service(s)
Provident National Bank
Public Bank
Raritan Savings Bank
RBC Bank (USA)
RBC Centura Bank
Reliance Federal Savings and Loan Association
Riggs Bank National Association
Riggs National Trust Company
Riverway Bank

Roanoke Bank and Trust Co.
Roanoke Rapids
Robbins Savings and Loan Association
Robeson Savings Bank, Inc., SSB
Robeson Savings Bank, Incorporated
Scotland Savings Bank, SSB
Sears Savings Bank
Sears Savings Bank, FSB
Second Federal Savings and Loan Association
Security First Federal Savings and Loan Association
Security First Network Bank
Shawmut Mortgage Corporation
Silsbee State Bank
Southern Crescent Bank
South Side National Bank in St. Louis
St. Clair Federal Savings Bank
St. Francis Bank, FSB
St. Louis County Federal Savings and Loan Association of Ferguson
St. Michaels Bank
Standard Bank and Trust Company
State Bank and Trust Company
State Bank of Jefferson County
State College Federal Savings and Loan Association
Stockton Savings Bank, FSB
Suburban Savings Association
Summit First Financial LLC
Sunrise Federal Savings and Loan Association
Sussexmortgage.com, LLC
Talladega Federal Savings and Loan Association
Taneytown Bank & Trust Company
Taylorville Savings and Loan Association
Temple-Inland Mortgage Corporation

TexasBank
Texas State Bank
TFB Management (RE), Inc.
The Bank of Manteo
The Brown Bank
The Centennial Savings and Loan Company
The Chestertown Bank of Maryland
The Citizens Bank
The Citizens National Bank Laurel Maryland
The Citizens National Bank of Decatur
The Cumberland Bank
The Dollar Savings and Trust Company
The Farmers National Bank of Opelika
The Fidelity Bank
The First National Bank
The First National Bank of Pennsylvania
The First National Bank of St. Mary's at Leonardtown
The First National Bank of Wyoming
The Forest Hill State Bank
The Gettysburg National Bank
The Guaranty Savings and Loan Association, Inc.
The Hershey Bank
The Laredo National Bank
The Marine Bank
The Massachusetts Company, Inc.
The National Bank of Fredericksburg
The National Bank of Greenwood
The Peachtree Bank
The Peoples Bank of Maryland
The Planters National Bank and Trust Company
The Provident Bank
The Provident Bank, doing business as Provident Consumer Financial Services
The Provident Bank d/b/a PCFS Financial Services, Inc

The Provident Bank, doing business as PCFS Mortgage Resources

THE PROVIDENT BANK, DBA PCFS, PCFS INC., PCFS FINANCIAL SERVICES, PCFS FINANCIAL SERVICES INC., PROVIDENT CONSUMER FINANCIAL SERVICES AND PROVIDENT CONSUMER FINANCIAL SERVICES INC

The Provident Bank, Inc.

The Riggs National Bank of Washington, D.C.

The Savings Bank & Trust

The Security First Corporation a division of First of America Mortgage Co.

The Sparks State Bank

The Union National Bank of Westminster

The Village Bank

The Warren National Bank

The Wayne County National Bank of Wooster

The Winchester Bank

The Yardville National Bank

Third National Bank of Ashland

Thomaston Federal Savings Bank

Thrift Savings and Loan Company

Tidewater First Mortgage, LLC

Tower Federal Savings and Loan Association

Triangle Bank

Tucker Federal Bank

Tucker Federal Bank d/b/a Prime Lending

TUCKER FEDERAL BANK DBA PROVIDENCE MORTGAGE CORP.

Tucker Federal Bank d/b/a Tucker Federal Mortgage

Tucker Federal Mortgage

Tucker Federal Savings and Loan Association

Tucker Federal Savings and Loan Association d/b/a Prime Lending

Twin Rivers Community Bank

United Federal Savings and Loan Association

United Federal Savings Bank #FDIC 30421

United Federal Savings Bank

United National Bank

Unity Bank and Trust Company
UnitedTrust Bank
Valley American Bank and Trust Company
Valley Mortgage Company, Inc
Virginia Beach Federal Savings and Loan Association
Virginia Beach Federal Savings Bank
Virginia Home Mortgage, LLC
Wayne County National Bank of Wooster
Watauga Savings and Loan Association
Western Cities Mortgage Corporation
Westminster Union Bank
Watasuga Savings and Loan Associaton

Exhibit B

BANK: Federal Home Loan Bank of New York

ROUTING #: 026009739

FOR CREDIT TO: FDIC National Liquidation Account

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New York Main Office

101 Park Avenue

New York, NY 10178-0599

212-681-6000

212-441-6890 Fax

OTHER BENEFICIARY INFORMATION (OBI):

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2.

EXHIBIT C

MARK MIGDAL & HAYDEN

PAUL A. LEVIN (CA State Bar No. 229077)
LAUREN M. GIBBS (CA State Bar No. 251569)
11150 Santa Monica Blvd., Suite 1670
Los Angeles, California 90025
Telephone: (305) 374-0440
e-mail: paul@markmigdal.com
lauren@markmigdal.com

FEDERAL DEPOSIT INSURANCE CORPORATION

JOHN STUART TONKINSON (attorney for U.S. agency)
3501 Fairfax Drive
Arlington, Virginia 22226
Telephone: (214) 673-7549
e-mail: jtonkinson@fdic.gov

Attorneys for Plaintiff Federal Deposit
Insurance Corporation as Receiver
for Washington Mutual Bank

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

FEDERAL DEPOSIT
INSURANCE CORPORATION AS
RECEIVER FOR WASHINGTON
MUTUAL BANK,

Plaintiff,

vs.

PNC BANK, N.A., as successor to
NATIONAL CITY BANK and
NATIONAL CITY MORTGAGE, A
DIVISION OF NATIONAL CITY
BANK OF INDIANA,

Defendant.

Case No. 3:23-cv-1470-BEN-SBC

**JOINT STIPULATION TO
DISMISS CASE WITH
PREJUDICE; ORDER
THEREON**

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Plaintiff Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank and Defendant PNC Bank, N.A. hereby stipulate pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that this action be dismissed with prejudice as to all claims, causes of action, and parties, with each party bearing that party’s own attorney’s fees and costs.

Respectfully submitted,

Dated: _____, 2024 VORYS, SATER, SEYMOUR AND PEASE LLP

Adam S. Hamburg
Attorney for Defendant PNC Bank, N.A.

Dated: _____, 2024 MARK MIGDAL & HAYDEN

Paul A. Levin
Attorney for Plaintiff Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank

ORDER OF DISMISSAL

Pursuant to the stipulation of the parties under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), IT IS ORDERED THAT THIS ACTION BE, AND HEREBY IS, DISMISSED WITH PREJUDICE as to all claims, causes of action, and parties, with each party bearing that party's own attorney's fees and costs.

IT IS SO ORDERED.

Date: _____

HON. ROGER T. BENITEZ
UNITED STATES DISTRICT JUDGE

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