

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
Miami Division

**Case Number: 18-22974-CIV-MORENO**

DIANE FISHER,

Plaintiff,

vs.

PNC Bank N.A., and PNC INVESTMENTS,  
LLC,

Defendants.

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**ORDER GRANTING DEFENDANTS' MOTION TO COMPEL ARBITRATION**

PNC Bank and PNC Investments moved to compel arbitration of Plaintiff's complaint alleging negligence of her bank account held jointly with her mother Rose Charlap. Plaintiff Diane Fisher signed an agreement on July 29, 2015 that said, "Pre-Dispute Arbitration: This account is governed by a pre-dispute arbitration clause, which appears on the last page of the Brokerage Account Customer Agreement, and you acknowledge that you have received a copy of this clause," and the last page of the Brokerage Agreement provides that all parties give up "the right to sue each other in court." Therefore, the Court finds, contrary to the Magistrate Judge's recommendation, that there is a binding arbitration agreement, PNC Bank's objections are sustained and its motion to compel arbitration is granted but all other motions are dismissed.

Diane Fisher, with her mother, Rose Charlap, opened a joint bank account with Royal Bank of Canada. The daughter claims that her mother was of weakened mental state and was persuaded to transfer her account from Royal Bank of Canada to PNC Bank. Ms. Charlap's account became a joint Brokerage Account with her daughter, Ms. Fisher. The 11-page Brokerage Account Application containing the pre-dispute arbitration clause language was indisputably signed by Ms.

Fisher. The Brokerage Account Customer Agreement referenced in the application did not have lines requiring signatures. However, the signed application refers to the last page of the agreement specifically containing the following language regarding arbitration:

## **20. ARBITRATION**

This Agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your Account Application, you, we and NFS agree as follows:

- A. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain certain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators will typically include a minority of arbitrators who are or were affiliated with the securities industry. In certain cases, all of the arbitrators may be unaffiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendment thereto, shall be incorporated into this Agreement.

All controversies that may arise between you, us and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any Account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you, us, and NFS, whether entered into or arising before, on or after the date this Account is opened) shall be determined in arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange, of which the person, entity or entities against whom the claim is made is a member, as you may designate. If you designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then you shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which

the person, entity or entities against whom the claim is made is a member. If you do not notify us in writing of your designation within five (5) days after such a failure or after you receive from us a written demand for arbitration, then you authorize us and/or NFS to make such designation on your behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying Agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

(Pages 1 and 14—the last page of the Agreement referenced in the signed 11-page application—are attached as exhibits. The entire 11-page agreement is also attached to this order).


Ms. Fisher alleges several counts of theft, fraud, and negligence against the bank because her mother under the influence of her son, Alan, withdrew money unlawfully from the joint bank account without Ms. Fisher's knowledge or consent. Those allegations, if true, are indeed sad. However, with an arbitration agreement signed by Ms. Fisher, these claims are to be resolved by an arbitrator.

Ms. Fisher now claims that she did not receive the Brokerage Agreement referenced in her signed Application. Yet, the Defendant bank submitted an affidavit to the contrary. The Magistrate Judge relied on this alleged factual dispute to conclude that an evidentiary hearing needs to be conducted for a judge to decide what was received. This Court disagrees. There is no evidence or even an allegation of fraud committed by the bank in obtaining Ms. Fisher's signature. The 14-page agreement is referenced in the signed application. As expected, banks and many institutions prefer arbitration to resolve disputes instead of the costly and lengthy proceedings in court. Ms. Fisher agreed.

To read the signed application, that also requires arbitration, without the referred to Brokerage Agreement as a rejection of the joint decision to forego the courts and arbitrate is not reasonable. An evidentiary hearing is thus not necessary. What is needed is for the allegations of fraud and theft to be reached on the merits, but not by the Court, but by the arbitrator, as agreed by Plaintiff Fisher and the bank.

The Federal Arbitration Act mandates that courts direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed. *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 218 (1985). The signed application, along with David Shafer's affidavit, are sufficient indication that both sides agreed to arbitration. Belated protestations that arbitration is not fair, the application was signed but not read, the Brokerage Agreement did not have a separate signature in addition to the application are not viable arguments sufficient to preclude arbitration. Therefore, the motion to compel arbitration is granted and all other motions are denied as moot.

DONE AND ORDERED in Chambers at Miami, Florida, this 23<sup>rd</sup> of August 2021.

  
\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record



Account Number



# BROKERAGE ACCOUNT APPLICATION



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## ACCOUNT TYPE

### PERSONAL ACCOUNTS

- Individual Account
- Joint Account (more than one account holder)
  - Tenants with Rights of Survivorship
  - Tenants in Common
- Custodial Account
  - UTMA
  - UGMA
- Estate
  - Administrator
  - Executor
  - Personal Representative
- Transfer on Death Account
  - TOD — Individual
  - TOD — Joint with Rights of Survivorship

### ENTITY ACCOUNTS

- Corporation
  - C Corporation
  - S Corporation
- Partnership<sup>1</sup>
- Unincorporated Association<sup>2</sup>
- Limited Liability Company
  - C Corporation
  - S Corporation
- Trust Account
  - Under Agreement
  - Under Will
- Non-Prototype
  - IRA
  - Plan
  - Trust
  - Other: GUARDIAN

<sup>1</sup> If you are an entity taxed as a Partnership, you must select the Partnership account type.

<sup>2</sup> A domestic LLC solely owned by an individual that is a disregarded entity for tax purposes should provide the Individual's name, the DBA Company name and the Individual's SSN in the Entity Account Information section of this application.



08200224020



Account Number

**ACCOUNT OWNER/MINOR (INFORMATION ON THE PRIMARY ACCOUNT HOLDER)**

Full Legal Name ROSE CHARLAP

**Marital Status**

Single/Divorced/Widowed  Married

Number of Dependents: 0

For Tenants in Common, Indicate this owner's share:

E-mail Address \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Social Security Number \_\_\_\_\_

or Taxpayer ID Number \_\_\_\_\_

**Phone Numbers**

Daytime \_\_\_\_\_ Ext. \_\_\_\_\_

Evening \_\_\_\_\_

**Legal Address (No P.O. Boxes)**

Street 44 WALL ST PL 12

City NEW YORK

State NY Zip 10005

**Mailing Address (if different from above)**

Street PO BOX 1111

City NEW YORK

State NY Zip 10028

Country of Citizenship U.S.A.

**UNEXPIRED GOVERNMENT ID**

(Identification document must have a reference number and photo.)

Check which type of document you are providing:

- U.S. Driver's License  Military ID
- U.S. Passport  State ID
- Employment Authorization Document  INS Card

**Document number and state/country of issuance**

(Number from the document checked above)

ID Issue Date (mm/dd/yyyy) \_\_\_\_\_

ID Expiration Date (mm/dd/yyyy) \_\_\_\_\_

**EMPLOYMENT STATUS**

Employed  Not Employed  Retired

Occupation RETIRED

Source of Income INVESTMENTS & SOCIAL SECURITY  
(If Not Employed or Retired, indicate Source of Income)

**Employer's Name and Address**

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Country of Tax Residence U.S.A.

**AFFILIATIONS**

Check appropriate box: You  are or you  are not affiliated with, or employed by, a stock exchange or a member firm of an exchange or FINRA, a municipal securities dealer or PNC Investments, and attach the compliance officer's letter of approval ("407 letter"). Indicate the affiliated entity's name and address below. Failure to include an approval letter may delay the processing of your request. We must tell the affiliated entity you have applied for this account.

Check here if your affiliation information is the same as your employer's. (If you checked this box, you are not required to complete the information below.)

**Affiliated Entity Name and Address**

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Check appropriate box: You  are or you  are not a control person or affiliate or an immediate family/household member of a control person or affiliate of a publicly traded company under SEC Rule 144 (this would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors).

Trading Symbol \_\_\_\_\_ Company \_\_\_\_\_

Check appropriate box: You  are or you  are not a senior foreign political figure, or a family member or close relative of a senior foreign political figure.

08200324920



Account Number

**JOINT ACCOUNT OWNER/CUSTODIAN (IF APPLICABLE)**

Full Legal Name DIANE FISHER

**Marital Status**

Single/Divorced/Widowed  Married

Number of Dependents: 0

For Tenants in Common, Indicate this owner's share:

E-mail Address DFISHERPERSONAL@GMAIL.COM

Date of Birth (mm/dd/yyyy) [REDACTED]

Social Security Number [REDACTED]

or Taxpayer ID Number \_\_\_\_\_

**Phone Numbers**

Daytime [REDACTED] Ext. \_\_\_\_\_

Evening \_\_\_\_\_

**Legal Address (No P.O. Boxes)**

Street 44 WALL ST FL 12

City NEW YORK

State NY Zip 10005

**Mailing Address (if different from above)**

Street PO BOX 1111

City NEW YORK

State NY Zip 10028

Country of Citizenship U.S.A.

**UNEXPIRED GOVERNMENT ID**

(Identification document must have a reference number and photo.)

Check which type of document you are providing:

- U.S. Driver's License
- U.S. Passport
- Employment Authorization Document
- Military ID
- State ID
- INS Card

**Document number and state/country of issuance**

[REDACTED]  
(Number from the document checked above)

ID Issue Date (mm/dd/yyyy) 06/15/1995

ID Expiration Date (mm/dd/yyyy) 06/14/2017

**EMPLOYMENT STATUS**

Employed  Not Employed  Retired

Occupation SELF EMPLOYED

Source of Income \_\_\_\_\_  
(If Not Employed or Retired, Indicate Source of Income)

**Employer's Name and Address**

Name FISHER PEI LLC

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Country of Tax Residence U.S.A.

**AFFILIATIONS**

Check appropriate box: You  are or you  are not affiliated with, or employed by, a stock exchange or a member firm of an exchange or FINRA, a municipal securities dealer or PNC Investments, and attach the compliance officer's letter of approval ("407 letter"). Indicate the affiliated entity's name and address below. Failure to include an approval letter may delay the processing of your request. We must tell the affiliated entity you have applied for this account.

Check here if your affiliation information is the same as your employer's. (If you checked this box, you are not required to complete the information below.)

**Affiliated Entity Name and Address**

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Check appropriate box: You  are or you  are not a control person or affiliate or an immediate family/household member of a control person or affiliate of a publicly traded company under SEC Rule 144 (this would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors).

Trading Symbol \_\_\_\_\_ Company \_\_\_\_\_

Check appropriate box: You  are or you  are not a senior foreign political figure, or a family member or close relative of a senior foreign political figure.

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Account Number



**4 ENTITY ACCOUNT INFORMATION**

Entity Name \_\_\_\_\_ Nature of Business \_\_\_\_\_  
 Entity Taxpayer ID Number \_\_\_\_\_ Country of Tax Residence \_\_\_\_\_  
 Trust Date (mm/dd/yyyy - Trusts only) \_\_\_\_\_ Country of Organization \_\_\_\_\_

---

Legal Address (No P.O. Boxes) \_\_\_\_\_ Mailing Address (if different from left) \_\_\_\_\_  
 Street \_\_\_\_\_ Street \_\_\_\_\_  
 City \_\_\_\_\_ City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

**5 ENTITIES THAT ARE ACCOUNT HOLDERS**

Entity Name \_\_\_\_\_ Nature of Business \_\_\_\_\_  
 Entity Taxpayer ID Number \_\_\_\_\_ Country of Tax Residence \_\_\_\_\_  
 Trust Date (mm/dd/yyyy - Trusts only) \_\_\_\_\_ Country of Organization \_\_\_\_\_

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Legal Address (No P.O. Boxes) \_\_\_\_\_ Mailing Address (if different from left) \_\_\_\_\_  
 Street \_\_\_\_\_ Street \_\_\_\_\_  
 City \_\_\_\_\_ City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

**6 FINANCIAL PROFILE (FOR JOINT ACCOUNTS, PROVIDE COMBINED INCOME.)**

**Annual Income<sup>1</sup> (from all sources)**  
 Under \$25,000  
 \$25,000 - \$50,000  
 \$50,000 - \$100,000  
 Over \$100,000  
 \$ \_\_\_\_\_

**Estimated Net Worth<sup>2</sup> (excluding residence)**  
 Under \$50,000  
 \$50,000 - \$100,000  
 \$100,000 - \$500,000  
 Over \$500,000  
 \$ 1,140,000.00

**Investable/Liquid Assets<sup>3</sup> (including cash and securities)**  
 Under \$50,000  
 \$50,000 - \$100,000  
 \$100,000 - \$500,000  
 Over \$500,000  
 \$ 1,140,000.00

**Federal Tax Bracket (highest marginal)**  
 0% - 15%  
 25% - 27.5%  
 Over 27.5%

**Annual Expenses (recurring)**  
 Under \$50,000  
 \$50,000 - \$100,000  
 \$100,000 - \$250,000  
 \$250,000 - \$500,000  
 Over \$500,000  
 \$ \_\_\_\_\_

**Special Expenses (future and nonrecurring)**  
 Under \$50,000  
 \$50,000 - \$100,000  
 \$100,000 - \$250,000  
 Over \$250,000  
 \$ \_\_\_\_\_

**Timeframe (required for special expenses)**  
 Within 2 years  
 3 - 5 years  
 6 - 10 years

<sup>1</sup> Annual Income includes income from sources such as employment, alimony, social security, investment income, etc.  
<sup>2</sup> Estimated Net Worth is the value of your assets minus your liabilities. For this application, assets include stocks, bonds, mutual funds, other securities, bank accounts and other personal property, but exclude your primary residence. Liabilities include any outstanding loans, credit card balances and taxes, but exclude your mortgage balance.  
<sup>3</sup> Investable/Liquid Assets are your net worth minus assets that cannot be quickly and easily converted into cash, such as real estate, business equity, personal property, autos, expected inheritances, assets earmarked for other purposes and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.

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**INVESTMENT OBJECTIVES AND RISK PROFILE**

Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected return of a product or strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, time frame and tolerance for market fluctuations.

Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives.

- Preservation of Capital. I want to preserve my initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- 01  Income. I seek to generate income from investments. I am interested in investments with low historical risk of loss of principal.
- 02  Capital Appreciation. I am willing to accept some risk to my initial principal and tolerate some volatility to seek higher returns, and understand I could lose a portion of the money invested.
- Speculation. I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time, and understand I could lose a substantial amount of the money invested.
- Trading Profits. I seek to take advantage of short-term trading opportunities (a high-risk strategy). I am willing to accept maximum risk to my initial principal to aggressively seek maximum returns, and understand I could lose most, or all, of the money invested.
- Other: \_\_\_\_\_

- Investment Purpose
- Save for Education
  - Save for Retirement
  - Save for Short-Term Goal(s)
  - Generate Income
  - Accumulate Wealth
  - Preserve Wealth
  - Market Speculation
  - Other: \_\_\_\_\_

- Risk Tolerance
- Conservative
  - Moderate
  - Aggressive
- Investment Time Horizon
- Short Term
  - Intermediate Term
  - Long Term
- General Investment Knowledge
- Limited
  - Good
  - Extensive Financial Investment

Df July 29 2015



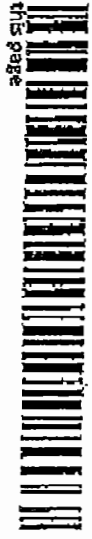
**INVESTMENT PRODUCT KNOWLEDGE**

We are collecting the information below to better understand your investment experience. We recognize your responses may change over time as you work with us. For the types of investments below, indicate your level of knowledge as None, Limited, Good or Extensive. Then, estimate the number of transactions you typically order per year.

Investment Level of Knowledge	Level of Knowledge				Transactions Per Year		
	None	Limited	Good	Extensive	0-5	6-15	Over 15
Stocks*			✓		✓		
Bonds*			✓		✓		
Mutual Funds*			✓		✓		
Options*	✓				✓		
Limited Partnerships	✓				✓		
Variable Contracts*	✓				✓		
Futures	✓				✓		
Annuities*			✓		✓		
Alternative Investments	✓				✓		
Margin*	✓				✓		
Foreign Currency	✓				✓		
Foreign Securities	✓				✓		
Other							

\*Required fields to be populated.

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Account Number

**8> INVESTMENT PRODUCT KNOWLEDGE CONTINUED**

**ADDITIONAL SUITABILITY INFORMATION**

Decision-Making Experience (Check all that apply):

- I consult with my broker  Yes  No
- I make my own decisions  Yes  No
- I consult with my family/friends  Yes  No

Additional Information

MOVING AC 097791725 TO THIS GUARDIAN AC PER COURT ORDER

**TOTAL VALUE OF ASSETS HELD AWAY**

Provide total value of assets held at other institutions.

\$ 0.00

**PERCENTAGE OF ASSETS HELD AWAY**

Provide percentages of your total investment portfolio for each type of asset held away. Total of all percentages must equal 100%.

Stocks	_____ %
Bonds	_____ %
Mutual Funds	_____ %
Options	_____ %
Limited Partnerships	_____ %
Variable Contracts	_____ %
Security Futures	_____ %
Annuities	_____ %
Alternative Investments	_____ %
Foreign Currency	_____ %
Foreign Security	_____ %
Other	_____ %
Total	_____ %

**9> FUNDING THIS ACCOUNT**

Please tell us how you are funding this account (check all that apply):

- Income  Business revenue  Inheritance  Legal/Insurance settlement
- Savings from earnings  Sale of assets  Other FUNDS FROM ANOTHER ACCOUNT

**10> ACCOUNT FEATURES**

**CORE ACCOUNT**

All uninvested cash in your Account, including money you have deposited that has not yet been invested and income earned from securities (dividends, capital gains or sale proceeds), is automatically deposited into your Core Account. Each of the available Core Account options has different benefits and risks, including different interest rates, customer protections and insurance coverage (either SIPC or FDIC). Availability of Core Account options may change, and you may contact us to change your Core Account option.

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although these funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a fund. If you choose a money market fund as your Core Account option, we reserve the right to terminate the fund and move your cash balance into an FDIC-insured bank account. We will only do so after providing you with thirty (30) days written notice prior to making the change.

If you choose the FDIC bank deposit sweep option, if the Core Account option you select is unavailable or if you do not select a Core Account, your uninvested cash will automatically be swept to an FDIC-insured bank account at PNC Bank, N.A., our affiliate. You are responsible for monitoring the total amount of deposits you have at PNC Bank to determine the extent of FDIC coverage available to you.

- Federated Government Obligations Fund - QGOSQ
- Federated Prime Cash Obligations Fund - QPRXQ
- Federated US Treasury Cash Reserves - QTISQ
- Federated Municipal Obligations Fund - QMOSQ
- PNC Money Market Fund Class A - QPEAQ

- PNC Tax-Exempt Money Market Fund Class A - QPXAX
- PNC Government Money Market Fund Class A - QPQAQ
- PNC Treasury Money Market Fund Class A - QPRAQ
- PNC Bank Deposit Sweep Program (Business) - QPNBQ
- PNC Bank Deposit Sweep Program (Consumer) - QPNCC

Please insert the Core Account option you have selected from the list above:

Investment Vehicle Name FEDERATED PRIME CASH OBLIGATIONS FUND Investment Vehicle Symbol QPRXQ

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Account Number



**10 ACCOUNT FEATURES CONTINUED**

**SALES PROCEEDS**

Check one box below to indicate what should be done with the proceeds from the sale of securities.

- Hold in Core Account or in brokerage account
- Send by check to mailing address of account
- Send by electronic funds transfer (EFT)
- Send by intra-bank payment (IBP)
- Delivery vs. payment (DVP)

**SECURITY PURCHASES**

Check one box below to indicate how the securities should be held.

- Hold in street name
- Register certificates to account and send to mailing address
- Delivery vs. payment (DVP)

**DIVIDENDS AND INTEREST**

Check one box below to indicate how you want dividends and interest to be handled.

- Handle all dividends and distributions like sales proceeds
- Reinvest mutual fund and equity dividends, and handle all other distributions like sales proceeds
- Reinvest mutual fund dividends, and handle all other distributions like sales proceeds
- Reinvest equity dividends, and handle all other distributions like sales proceeds

Pay all distributions in cash and send a check

- Weekly  Twice a month
- Monthly  Quarterly

**OPTIONAL ACCOUNT FEATURES**

You must qualify to add these features to your account. Indicate any features you would like to request, and consult your Registered Representative for availability and eligibility, and to obtain the appropriate additional application(s).

Note: You may change your account features and options at any time, with advance written notice to us.

**Account Features**

- Margin  Options

**Managed Account**

Type \_\_\_\_\_

**ADDITIONAL AUTHORIZED TRADER(S) (OPTIONAL)**

For each additional person you wish to authorize for trading on this account, consult with your Registered Representative to obtain proper forms.

**11 DUPLICATE INFORMATION (OPTIONAL)**

**TO ACCOUNT HOLDERS**

- If this box is selected, we will send New Account Profiles (NAPs) and Revised Account Profiles (RAPs) regarding changes to investment objectives, additional account holder address changes and name changes to each account holder's mailing address. If it is not selected, we will mail these communications to the mailing address of the account and will deem them to have been delivered to all account holders.

**TO THIRD PARTIES**

You may request us to send the communications checked below to an additional person or persons by indicating their name(s) and address(es) below.

- Account Statements  Trade Confirmations

**Name and Mailing Address**

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Account Number

**12 BENEFICIARY INFORMATION**

Required for Transfer on Death accounts. Optional for IRAs, Trusts and other Plan accounts. For Trusts, provide the Trust name, date established and the names of all Trustees. Does not apply to other account types. Use percentages only. Share percentages must total 100% for primary and 100% for contingent beneficiaries. If you make a Per Stirpes designation, consult your estate-planning attorney and provide the name of the Executor or other contact: \_\_\_\_\_

**PRIMARY BENEFICIARIES**

Name of Beneficiary N/A

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

Name of Beneficiary \_\_\_\_\_

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

Name of Beneficiary \_\_\_\_\_

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

Name of Beneficiary \_\_\_\_\_

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

**CONTINGENT BENEFICIARIES**

Name of Beneficiary N/A

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

Name of Beneficiary \_\_\_\_\_

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

Name of Beneficiary \_\_\_\_\_

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

Name of Beneficiary \_\_\_\_\_

Spouse  Non-Spouse  Trust  Entity

Trustee (if Trust) \_\_\_\_\_

Social Security Number or  Taxpayer ID Number

Date of Birth/Trust (mm/dd/yyyy) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_

Share for this Beneficiary \_\_\_\_\_%  Per Stirpes

(To include more beneficiaries, use extra sheets as necessary.)

**SIGNATURE PAGE FOLLOWS**

08200324920

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***This page is an addendum to the original document to display electronic annotations that have been added and are stored with the document.***

Annotation	UserName	UserID	Date
Principal approved by Debra Hartzell		[REDACTED]	Tue Aug 04 08:17:14 EDT 2015



Account Number



**CONFIRMATIONS, ACKNOWLEDGEMENTS AND SIGNATURES**

**PLEASE READ CAREFULLY**

By signing this form, you acknowledge that you have received, read and understand this Application, the attached Brokerage Account Customer Agreement and the Investor Disclosures, and that you have had the opportunity to ask questions about them. You also acknowledge that you have received, read and understand any supplemental documents governing your relationship with us.

By signing this Application, you affirm that the information you have provided is accurate and you agree to notify us of any changes in the information provided.

- If you are a U.S. citizen, U.S. resident alien or other U.S. person, you certify under penalties of perjury that:
  - (1) The Social Security Number or Taxpayer Identification Number that I provided on this application is correct (or I am waiting for a number to be issued to me); and
  - (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - (3) I am a U.S. citizen or other U.S. person, including a U.S. resident alien; and
  - (4) I am not subject to FATCA reporting.

If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, check this box to indicate that you do not certify item 2 above.

If I am not a U.S. citizen, U.S. resident alien or other U.S. person, I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.

Note: By signing and dating this form, all applicants authorize the disclosure of their names, security position(s) and contact information, for purposes of receiving official communications concerning municipal securities, if relevant, to: (a) an issuer of municipal securities; (b) a custodian for an issuer of municipal securities in its capacity as trustee; (c) a state or federal tax authority; or (d) a custody agent for a stripped coupon municipal securities program in its capacity as custody agent. For more information, please see MSRB Rules G-8(a)(2)(ii) and G-15(g)(1)(ii)(A).

Pre-Dispute Arbitration: This account is governed by a pre-dispute arbitration clause, which appears on the last page of the Brokerage Account Customer Agreement, and you acknowledge that you have received a copy of this clause.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**SIGNATURES (All Account Owners must sign the application.)**

Primary Applicant Signature: Prase Fishy Date: July 29 2015

Co-Applicant #1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant #3 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Registered Rep Name (please print): CAROL L BENDIK

Registered Rep Signature: Carol L Bendik Date: 7-29-15

Office Manager/Principal Name (please print): \_\_\_\_\_

Office Manager/Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ARI: OXO R2: OXO Agency: IBAAAG01 Bank Branch: 0100064

- Are one or more Holders employees of PNC Investments, LLC?  Yes  No
- Are one or more Holders relatives of employees of PNC Investments, LLC?  Yes  No
- Are one or more Holders employees of PNC Bank, N.A.P?  Yes  No

Brokerage Account Application - PNCI

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Form 1742452.0714

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08200224526

Account Number

# BROKERAGE ACCOUNT CUSTOMER AGREEMENT



## 1. ABOUT THIS AGREEMENT

This is the Agreement for your brokerage Account. It describes the features and policies associated with the Account, including descriptions of possible investment objectives and the trading strategies employed to meet them. It also summarizes our responsibilities, and those of our Affiliates, as well as your responsibilities as an Account holder. Finally, it contains a pre-dispute arbitration clause, by which each of us agrees to give up the right to pursue claims related to this Agreement in court and instead to resolve any disputes through arbitration.

Please review this Agreement carefully and keep it for your records. Do not return it with your Application.

If you have any questions or concerns regarding your Account or need to inform us of any changes to your Account profile, you can reach us at:

PNC Investments  
620 Liberty Avenue  
Pittsburgh, Pennsylvania 15222  
P2-PTPP-26-6  
Phone: 800.762.6111  
E-mail: service1@pnc.com

### Definitions

Throughout this document, "we," "us," "our" and "the firm" refer to PNC Investments LLC ("PNCI"), together with our Agents and Affiliates with respect to any services they provide to your Account. National Financial Services LLC ("NFS"), a registered broker-dealer and New York Stock Exchange ("NYSE") member, is the Agent we have engaged to provide custody and clearing services for your Account. NFS has no fiduciary responsibilities to you or this Account, and does not offer any investment advice or opinions on the suitability of any investment in connection with this Account.

"Affiliate" means any entity that is controlled by, controls or is under common control with PNC Investments, including but not limited to our parent, The PNC Financial Services Group, Inc., or as used with NFS, including but not limited to their parent, FMR, LLC. Each Affiliate is a separate legal entity and is generally not responsible for the obligations of any other Affiliate.

The terms "Account owner," "you" and "your" refer to the owner(s) indicated on the Account Application. For joint Accounts, these terms refer to all owners, collectively and individually. For Accounts owned by entities, such as trust or business Accounts, these terms refer both to the entity and to all Account holders. "Business Day" means Monday through Friday, excluding NYSE holidays.

## 2. ACCOUNT FEATURES

By accepting your Account Application, we agree to serve as your broker and maintain an Account for you. We agree to buy, sell or otherwise dispose of securities for you according to your instructions, subject to an authorized order. We and NFS also agree to provide the services and features described below. Note, however, that neither we nor NFS offers any tax, legal or accounting advice in connection with this Account.

### Cash Account

Unless you complete the "Supplemental Application for NFS Margin Account Privileges," and agree to the "Disclosure on Credit Terms on Transactions," and NFS accepts your Account for margin trading, your Account will be opened as a cash Account.

### Margin Account

A margin Account lets you borrow money from NFS, using the eligible securities in your Account as collateral. A margin Account is designed primarily to finance additional purchases of securities, and as noted above, requires a separate application. Margin may also be used to provide overdraft protection for your cash management activities, but there are certain risks involved in doing so. Consult one of our representatives for more information on the risks and benefits of a margin Account.

### Core Account

Your Account includes a "Core Account" that is used to settle transactions and hold credit balances. Amounts credited to your Account will be invested in the "Core Account Investment Vehicle" you indicate on your application. If you do not select a Core Account Investment Vehicle, we or NFS may invest your credit balance in a money market fund, Bank Deposit Sweep Program or taxable interest-bearing credit account of our choice. Different Core Account Investment Vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. We or NFS may not consider these differences if we must select a default Core Account Investment Vehicle for you.

If the Core Account Investment Vehicle you designate on your Application becomes unavailable at any time for any reason, you authorize us to select an alternate Investment Vehicle at our discretion. If this occurs, any or all of the credit balance in your Account may be placed into the alternate Investment Vehicle at any time. We will provide you with thirty (30) days prior written notice before investing your assets in an alternative Investment Vehicle.

### Bank Deposit Sweep Program

If you choose a Bank Deposit Sweep Program as your Core Account Investment Vehicle, cash balances in your Account will be automatically swept into one or more interest-bearing deposit accounts at our Affiliate, PNC Bank, N.A. (the



**Credit-Reporting Information**

For the name and address of any credit-reporting agency from which we or NFS have obtained information about you, send a written request to us or the card issuer, as applicable.

**Money Market Fund Investments**

An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or any other U.S. government agency. Although a money market fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

**USA PATRIOT Act Notice**

To help the government fight the funding of terrorism and money-laundering activities, Federal law and contractual obligations to NFS require that we verify your identity by obtaining your name, date of birth, address and a government-issued identification number before opening your Account. In certain circumstances, we may obtain and verify this information with respect to any person(s) authorized to effect transactions in an Account. For certain entities, such as trusts, estates, corporations, partnerships or other organizations, identifying documentation is also required. Your Account may be restricted and/or closed if we or NFS cannot verify this information. Neither we nor NFS will be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your Account.

G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

All controversies that may arise between you, us and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any Account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you, us and NFS, whether entered into or arising before, on or after the date this Account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange, of which the person, entity or entities against whom the claim is made is a member, as you may designate. If you designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then you shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us and/or NFS to make such designation on your behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying Agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

**20. ARBITRATION**

This Agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your Account Application, you, we and NFS agree as follows:

- A. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators will typically include a minority of arbitrators who are or were affiliated with the securities industry. In certain cases, all of the arbitrators may be unaffiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.