

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

An Ohio state court authorized this notice. This is not a solicitation from a lawyer.

- A \$15,975,000 Settlement has been reached in a class action lawsuit about the order in which FirstMerit Corporation and FirstMerit Bank, N.A., (collectively, “FirstMerit”) posted Debit Card Transactions (including ATM transactions) to consumer deposit accounts from March 16, 2005 to August 13, 2010, and the alleged effect the posting order had on the number of Overdraft Fees charged to account holders. On August 16, 2016, FirstMerit was merged into Huntington Bancshares Incorporated and The Huntington National Bank, who are the “Defendants.”
- The Defendants maintain that there was nothing wrong with the posting process used and that FirstMerit complied, at all times, with applicable laws and regulations and the terms of the account agreements with its customers.
- The Settlement creates a Cash Settlement Fund of \$8,975,000 and a Debt Forgiveness Settlement Fund of \$7,000,000. Eligible Class Members must file a claim to receive a payment from the Cash Settlement Fund.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Receive Debt Forgiveness	If you are entitled under the Settlement to receive debt forgiveness, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive debt forgiveness applied to eligible deposit accounts you may have had at FirstMerit.
File Claim For Cash Payment	If you are entitled to a payment from the Cash Settlement Fund, you must file a claim to receive a cash payment.
Exclude Yourself from the Settlement	Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against the Defendants about the claims in this case.
Object	Write to the Court if you do not like the terms of the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	You will receive any debt forgiveness to which you are entitled, but not be able to receive any cash payment, and will give up your right to bring your own lawsuit against the Defendants 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. Cash payments and debt forgiveness will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Call 1-844-616-6615 or visit www.FirstMeritOverdraftSettlement.com

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BASIC INFORMATION

1. Why is there a notice?

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

Judge Eugene Lucci in the Court of Common Pleas, Lake County, Ohio is overseeing this case. The case is known as *Jacobs v. Huntington Bancshares Incorporated, and the Huntington National Bank*, Case No. 11CV000090. The persons who sued are called the “Plaintiffs.” The Defendants are Huntington Bancshares Incorporated and The Huntington National Bank.

2. What is this lawsuit about?

The lawsuit claims that FirstMerit unlawfully rearranged the order by which debit card transactions were posted in customers’ deposit accounts to increase the number of overdrafts that their accounts would experience in any particular day and to improperly charge excessive and unwarranted overdraft fees. Plaintiffs also alleged that FirstMerit began “commingling” or grouping customers’ debit card transactions with checks and other non-check debits together for purposes of posting. The lawsuit also claimed that FirstMerit did not inform its customers of this commingling or its effect, combined with debit reordering, of greatly increasing the number of overdrafts and overdraft fees.

The Defendants maintain there was nothing wrong with the posting process used by FirstMerit and that it complied, at all times, with applicable laws and regulations and the terms of the account agreements with its customers. The parties have decided to settle the case and the Court has not decided who is right.

3. What do “FirstMerit Account,” “Assigned Uncollected FirstMerit Account,” “Uncollected FirstMerit Account,” “Overdraft Fees,” “Debit Card Transaction,” and “Actual Damages,” mean?

“FirstMerit Account” means a consumer/personal deposit account at FirstMerit Bank, N.A., (irrespective of any business use for which such account may be used) and does not include business accounts.

“Assigned Uncollected FirstMerit Account” means any FirstMerit Account of a Class Member that FirstMerit closed with an outstanding negative balance, and which negative balance FirstMerit or Huntington Bank completely assigned, transferred or sold to any third party.

“Uncollected FirstMerit Account” means any FirstMerit Account of a Class Member that FirstMerit closed with an outstanding negative balance, and on which an outstanding negative balance still presently exists and which is not an Assigned Uncollected FirstMerit Account.

“Overdraft Fees” means fees and charges assessed to a FirstMerit Account as a result of paying an item when the FirstMerit Account had an insufficient available balance to cover the item. Overdraft Fee does not include insufficient funds fees, daily overdraft fees, continuous negative balance fees, over-limit fees, fees charged to transfer balances, or other similar fees.

“Debit Card Transaction” means any debit transaction effectuated with a FirstMerit-issued debit card, including point-of-sale transactions (whether by PIN or signature/PIN-less) and ATM transactions. For avoidance of doubt, Debit Card Transaction does not include a debit transaction

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effectuated by check, by wire transfer, or a transfer to another account such as a credit card account or line of credit.

“Actual Damages” means the determination of excess Overdraft Fees paid by Class Members based on the difference between the amount of Overdraft Fees each Class Member actually paid and the amount of Overdraft Fees the Class Member would have paid under the posting order set forth in the definition of the Class. See question 6 below for the definition of Class.

4. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Emily Jacobs and James Glavic) sue on behalf of people who have similar claims. The people included in the class action are called the Class or Class members. One court resolves the issues for all Class members, except for those who timely exclude themselves from the Class.

5. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

To see if you will be affected by the Settlement or if you are eligible for debt forgiveness from the Debt Forgiveness Settlement Fund or a cash payment from the Cash Settlement Fund, you first have to determine if you are a Class member.

6. Who is included in the Settlement?

The Class includes all persons (excluding Defendants’ officers or directors and Court personnel involved in this case) who, from March 16, 2005 to August 13, 2010:

- a. Had an account with FirstMerit Bank N.A. that permitted funds in such account to be accessible by a debit card;
- b. Had more than one Debit Card Transaction in a single day;
- c. Had their Debit Card Transactions posted from highest to lowest dollar amount; and
- d. Incurred an Overdraft Fee as a result of FirstMerit’s practice of posting Debit Card Transactions from highest to lowest dollar amount that would not have been incurred had FirstMerit posted Debit Card Transactions “chronologically” as part of the following posting order:
 - i. Credits;
 - ii. Fees and other non-customer-initiated debits in high to low order;
 - iii. All ACH transactions from lowest dollar amount to highest dollar amount;
 - iv. All checks in low to high order;

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- v. All Debit Card Transactions for which information regarding the time of day that the Debit Card Transaction was authorized at the point of sale or ATM is available, in chronological order;
- vi. All Debit Card Transactions for which information regarding the time of day that the Debit Card Transaction was authorized at the point of sale or ATM is not available, in low to high order.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

Defendants have agreed to create a Cash Settlement Fund of \$8,975,000 and a Debt Forgiveness Settlement Fund of \$7,000,000, for a total Settlement amount of \$15,975,000.

The Debt Forgiveness Settlement Fund will be used to reduce or eliminate negative balances on Class Members' Uncollected FirstMerit Accounts. If the Settlement is approved and becomes final, debt forgiveness will be automatically applied for all Class Members who do not request exclusion from the Settlement.

The Cash Settlement Fund will be used to pay attorneys' fees, costs, expenses, Incentive Awards to the Class Representatives, and to pay eligible Class Members on a pro rata basis who file valid claims. Generally, Class Members may be eligible to file a claim for a cash payment if they had a FirstMerit Account with no outstanding debt to FirstMerit and suffered Actual Damages, or had an Assigned Uncollected FirstMerit Account that was not eligible for debt forgiveness, or had an Uncollected FirstMerit Account and their Actual Damages were not completely eliminated by the debt forgiveness applied to that account(s).

8. How do I receive debt forgiveness?

If you have an Uncollected FirstMerit Account (or accounts) with an outstanding negative balance, once the Settlement is approved and becomes final, debt forgiveness will be **automatically applied** to the outstanding negative balances.

It is important to note that Class Members with Assigned Uncollected FirstMerit Accounts are not eligible for debt forgiveness. Instead, these Class Members are eligible to file a claim form for a cash payment from the Cash Settlement Fund.

Each Class Member will receive a reduction in the negative balance of their Uncollected FirstMerit Account in the full amount of their Actual Damages.

If the reduction in the negative balance of an Uncollected FirstMerit Account extinguishes the debt in a Class Member's Uncollected FirstMerit Account, and the Class Member still has Actual Damages remaining, that Class Member will be deemed a "Combined Benefit Class Member." All Combined Benefit Class Members will be eligible to submit a claim form for a cash payment from the Cash Settlement Fund (see below).

If the reduction in the negative balance of an Uncollected FirstMerit Account by Actual Damages does not extinguish the debt in the Class Member's Uncollected FirstMerit Account, the Class Member will be deemed a "Debt Class Member." In addition to their Actual Damages, Debt Class Members will receive additional debt forgiveness. That additional debt forgiveness will be distributed among Debt Class Members as follows:

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- (i) the Debt Class Members' accounts will be sorted by the amount of outstanding debt, from smallest to largest, and the remainder of the Debt Forgiveness Settlement Fund will be applied to the accounts in that order,
- (ii) the Debt Forgiveness Settlement Fund will be used to fully extinguish the outstanding debt of each Debt Class Member's Uncollected FirstMerit Account until the Debt Forgiveness Settlement Fund is exhausted.

9. Am I eligible for a cash payment and how do I get it?

The \$8,975,000 Cash Settlement Fund will first be used to pay attorneys' fees, costs, expenses and Incentive Awards to the Class Representatives. Then the remainder will be distributed to Class Members with FirstMerit Accounts with no outstanding debt owed to FirstMerit, Class Members with Assigned Uncollected FirstMerit Accounts or Combined Benefit Class Members who file a valid claim.

The amounts paid may be adjusted pro rata depending on the number and value of valid claims filed. The pro rata share of Combined Benefit Class Members will be based on the difference between the Combined Benefit Class Member's Actual Damages and the amount of distribution of debt forgiveness from the Debt Forgiveness Settlement Fund. The pro rata share of all other Class Members will be based on their Actual Damages and may not exceed their Actual Damages.

In order to receive any payment from the Cash Settlement Fund, you must file a Claim Form. You can file your Claim Form online at www.FirstMeritOverdraftSettlement.com. You may also file your Claim Form by email to info@FirstMeritOverdraftSettlement.com or by fax to 1-844-603-5052. The deadline to file a Claim Form online, by email or fax is **11:59 p.m. PST on June 19, 2017**.

You may also file a paper Claim Form via regular mail. If you do not already have a Claim Form, you can download one at the website. Claim Forms submitted by mail must be postmarked on or before **June 19, 2017** to:

FirstMerit Overdraft Settlement
PO Box 6389
Portland, OR 97228-6389

If you have any doubt as to whether you are eligible to receive a cash payment from the Cash Settlement Fund but want to receive such a payment (if eligible), you should file a Claim Form. No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

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

Unless you exclude yourself from the Class, you cannot sue or be part of any other lawsuit against the Defendants about the legal issues in this Action. It also means that all of the decisions by the Court will bind you. The release set forth in Paragraphs 103-105 of the Settlement Agreement describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.FirstMeritOverdraftSettlement.com.

The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 14 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

Questions? Call 1-844-616-6615 or visit www.FirstMeritOverdraftSettlement.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I get out of the Settlement?

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

- Your printed or typed name, address and telephone number;
- A short statement that you want to be excluded from the *Jacobs v. Huntington Bancshares Incorporated, and the Huntington National Bank*, Case No. 11CV000090 settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **May 5, 2017**, to:

FirstMerit Overdraft Settlement
PO Box 6389
Portland, OR 97228-6389

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

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

13. If I exclude myself from the Settlement, can I still receive debt forgiveness or a cash payment?

No. You will not receive any debt forgiveness and cannot file a claim for a cash payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed a number of lawyers to represent you and others in the Class as “Class Counsel,” including: Patrick J. Perotti and Nicole T. Fiorelli of the firm Dworken & Bernstein Co., L.P.A., Stuart E. Scott of the firm Spangenberg, Shibley & Liber and Hassan A. Zavareei and Andrea Gold of the firm Tycko & Zavareei LLP.

Class Counsel will represent you and others in the Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel intends to request up to 40% of the total Settlement Fund for attorneys’ fees, plus reimbursement of their costs and expenses incurred in connection with prosecuting this Action. Defendants will not oppose this request or appeal any decision approving such request. The fees, costs and expenses awarded by the Court will be paid out of the Cash Settlement Fund. The Court will

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determine the amount of fees and expenses to award. Class Counsel will also request that \$7,500.00 for each of the Class Representatives be paid from the Cash Settlement Fund as an Incentive Award for their service to the entire Class.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses and/or Class Counsel's request for Incentive Awards for the Class Representatives. To object, you must submit a written objection that includes the following:

- The name of the Action;
- Your full name, address and telephone number;
- An explanation of the basis upon which you claim to be a Class Member;
- All grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times in which you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders or opinions related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- The number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- Any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between you or your counsel and any other person or entity;
- The identity of all counsel representing you who will appear at the final fairness hearing;
- A list of all persons who will be called to testify at the final fairness hearing in support of your objection;
- A statement confirming whether you intend to personally appear and/or testify at the final fairness hearing; and
- Your signature (an attorney's signature is not sufficient).

For your objection to be considered by the Court, the objection must be mailed by first-class postage-prepaid mail or by private courier (e.g. Federal Express) to all the people listed below, and must be postmarked (in the case of mail) or bear a shipping date (in the case of private courier) no later than **May 5, 2017**.

Questions? Call 1-844-616-6615 or visit www.FirstMeritOverdraftSettlement.com

Clerk of the Court Lake County Court House 47 North Park Place Painesville, OH 44077	Hassan Zavareei TYCKO & ZAVAREEI LLP 1828 L Street NW, Suite 1000 Washington, DC 20036	David F. Adler JONES DAY 901 Lakeside Avenue Cleveland, OH 44114
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Your objection will not be considered by the Court unless you have sent a written objection in accordance with all of the procedures described above.

17. What's the difference between objecting and excluding?

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

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement, and the request for attorneys' fees, expenses and Incentive Awards for the Class Representatives. You may attend and you may ask to speak, but you don't have to do so.

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

The Court will hold a Final Fairness Hearing at 10:00 a.m. on **June 2, 2017**, at the Lake County Court House, located at 47 North Park Place, Painesville, OH 44077. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.FirstMeritOverdraftSettlement.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 Class Counsel for attorneys' fees and expenses and for Incentive Awards for the Class Representatives, and any such other matters as the Court deems appropriate. 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 when the Court will make its decision. It is a good idea to check www.FirstMeritOverdraftSettlement.com for updates.

19. Do I have to come to the hearing?

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

20. 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 submit a timely objection to the Settlement and include all the requirements listed in Question 16 above.

Questions? Call 1-844-616-6615 or visit www.FirstMeritOverdraftSettlement.com

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you may still receive some of the benefits to which you are entitled under the Settlement Agreement (such as debt forgiveness). You cannot receive a cash payment from the Cash Settlement Fund unless you file a valid Claim Form. Unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against the Defendants relating to the issues in this Action.

GETTING MORE INFORMATION

22. How do I get more information?

This Detailed Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.FirstMeritOverdraftSettlement.com. You may also write with questions to FirstMerit Overdraft Settlement, PO Box 6389, Portland, OR 97228-6389, or call the toll-free number, 1-844-616-6615. Do not contact Huntington Bancshares Incorporated, The Huntington National Bank or the Court for information.

Questions? Call 1-844-616-6615 or visit www.FirstMeritOverdraftSettlement.com