

## If You Reside in Indiana and Paid Overdraft Fees to Old National Bank, You May be Eligible for a Payment from a Class Action Settlement.

*A state court authorized this notice. This is not a solicitation from a lawyer. This is not a suit against you.*

- A \$4.75 million Settlement has been reached in a class action lawsuit about the order in which Old National Bank (“ONB”) posted debit card transactions to consumer deposit accounts, and the effect the posting order had on the number of overdraft fees the bank charged its account holders in Indiana. ONB maintains there was nothing wrong about the posting process used, which is a standard practice in the banking industry. The Court has not decided which side is right.
- Current and former ONB customers in Indiana, who had a ONB consumer deposit account that was accessible with an ONB debit card between November 9, 2008, and August 15, 2010, may be eligible for a payment or account credit from the Settlement Fund.
- The Settlement offers payments or account credits to people in Indiana who paid overdraft fees as a result of ONB posting debit card transactions in order from highest to lowest dollar amount between November 9, 2008, and August 15, 2010.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>GET AN ACCOUNT CREDIT AUTOMATICALLY</b>	If you are eligible for a payment for overdraft fees charged between November 9, 2008, and August 15, 2010 and your ONB account remains open, you do not have to do anything to receive a payment. Your payment will be made automatically by way of an account credit if the Court approves the Settlement and it becomes final.
<b>SUBMIT A CLAIM FORM</b>	By submitting a Claim Form, some Class Members will be eligible to receive payments for overdraft fees charged to an account that is closed.
<b>EXCLUDE YOURSELF</b>	Get no benefits from the Settlement. This is the only option that allows you to participate in any other lawsuit against ONB about the claims in this case.
<b>OBJECT</b>	Write to the Court if you don’t like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will still receive any automatic payment or account credit to which you are entitled, unless your ONB account is closed, and you will give up your right to participate in further litigation against ONB 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 or not to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION** ..... PAGE 2

1. Why is there a Notice?
2. What is this litigation about?
3. What is an overdraft fee?
4. Why is this a class action?
5. Why is there a Settlement?

**WHO IS PART OF THE SETTLEMENT** ..... PAGE 3

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

**THE SETTLEMENT BENEFITS** ..... PAGE 3-4

8. What does the Settlement provide?
9. How much will my payment be?
10. When will I receive my payment?
11. What am I giving up to stay in the Class?

**HOW TO RECEIVE A PAYMENT** ..... PAGE 4

12. How can I receive a payment?
13. How do I submit a claim for a non-automatic payment?
14. How will my claim be decided?

**EXCLUDING YOURSELF FROM THE SETTLEMENT** ..... PAGE 4-5

15. How do I get out of the Settlement?
16. If I do not exclude myself, can I sue ONB for the same thing later?
17. If I exclude myself, can I still get a payment?

**THE LAWYERS REPRESENTING YOU** ..... PAGE 5

18. Do I have a lawyer in the case?
19. How will the lawyers be paid?

**OBJECTING TO THE SETTLEMENT** ..... PAGE 5-6

20. How do I tell the Court if I do not like the Settlement?
21. What is the difference between objecting and asking to be excluded?

**THE FINAL APPROVAL HEARING** ..... PAGE 6

22. When and where will the Court decide whether to approve the Settlement?
23. Do I have to come to the hearing?
24. May I speak at the hearing?

**GETTING MORE INFORMATION** ..... PAGE 6

25. How do I get more information?

**BASIC INFORMATION**

**1. Why is there a Notice?**

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

Judge David D. Kiely of the Vanderburgh County, Indiana, Circuit Court is overseeing this case. This lawsuit is known as *Steven Kelly, et al. v. Old National Bank*, No. 82C01-1012-CT-627. The people who sued are called the “Plaintiffs.” ONB is the “Defendant.”

**2. What is this litigation about?**

The lawsuit alleges ONB improperly assessed and collected overdraft fees by posting debit card transactions in order from highest to lowest dollar amount which in some instances had the effect of increasing the number of overdraft fees the bank charged its customers. The complaint in the lawsuit is posted on the website [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com) and contains all of the allegations and claims asserted against ONB.

ONB maintains there is no one posting order that always benefits the customer; that, in many instances, a high-to-low method helps the customer by paying important items, such as mortgage payments, that might otherwise be returned without payment; and that, therefore, there was nothing wrong about the posting process it used, which it maintains is otherwise authorized by law. The Court has not decided which side is right.

**3. What is an overdraft fee?**

An overdraft fee is any fee assessed to an account for items paid when the account had insufficient funds to cover the item. This lawsuit concerns only fees assessed on overdrafts of debit card transactions. Fees charged to transfer balances from one account to another under an overdraft protection plan are excluded.

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

In a class action, one or more people called “Class Representatives” (in this case, three former ONB customers who were assessed overdraft fees) sued on behalf of themselves and other people in Indiana with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Class” and are called “Class Members”.

**5. Why is there a Settlement?**

The Court has not decided in favor of the Plaintiffs or ONB. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Class Members can receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that ONB did anything wrong. ONB denies all legal claims in this case. Class Representatives and their lawyers think the proposed Settlement is best for everyone who is affected.

**WHO IS PART OF THE SETTLEMENT**

If you received notice of the Settlement by a postcard or email addressed to you, then you are a Class Member. But even if you did not receive a postcard or email, you might still be a Class Member, as described below.

**6. Who is included in the Settlement?**

You are a member of the Class if you:

- Live in Indiana;
- Had an ONB consumer deposit account that you could access with a ONB debit card anytime between November 9, 2008, and August 15, 2010 (the “Class Period”); and
- Were charged two or more overdraft fees for debit card transactions posted to your account on a single day during the Class Period listed above, at least one of which was caused by ONB’s practice of posting debit card transactions from highest to lowest dollar amount.

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

If you are not sure whether you are in the Class, or have any other questions about the Settlement, visit the Settlement website at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com) or call the toll free number, 1-844-851-4595. You may also send questions to the Settlement Administrator at:

Old National Bank Settlement  
c/o KCC Class Action Services  
P.O. Box 40007  
College Station, TX 77842-4007

**THE SETTLEMENT BENEFITS**

**8. What does the Settlement provide?**

If the Settlement is approved and becomes final, it will provide benefits to Class Members. ONB will pay \$4,750,000 to a Settlement Fund to make payments to eligible Class Members, as well as to pay for attorneys’ fees, costs, and expenses, and special service payments to the three Class Representatives who prosecuted the lawsuit (*see* Question 19). The Settlement Fund will also be used to pay costs associated with administering the Settlement. If there are any funds remaining in the Settlement Fund after payments are made to Class Members, all remaining funds will be distributed to a nonprofit organization or organizations agreed upon by Class Counsel and ONB and approved by the Court.

**9. How much will my payment be?**

Any payment you are eligible to receive will be based on the number of overdraft fees charged to your ONB consumer deposit account as a result of posting debit card transactions high to low between November 9, 2008, and August 15, 2010. The amount of your payment will depend, in part, on the number of claims received.

**10. When will I receive my payment?**

Class Members who are current ONB customers will receive their payment by way of an account credit. Class Members who are no longer ONB customers and who submit valid claims will receive their payments by check. Settlement payments will

be made only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take substantial time. Updates will be made available at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com). Please be patient.

#### **11. What am I giving up to stay in the Class?**

Unless you exclude yourself from the Settlement, you can’t sue ONB, or be part of any other lawsuit against ONB about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com) and describes the claims that you give up if you remain in the Settlement.

### **HOW TO RECEIVE A PAYMENT**

#### **12. How can I receive a payment?**

##### **Automatic Payments:**

Class Members who are still ONB Customers and who were charged overdraft fees during the Class Period due to posting of debit card transactions from highest to lowest dollar amount will receive payments from the Settlement automatically as an account credit.

If you are entitled to an *automatic* payment for overdraft fees charged to your account, you do not have to do anything in order to receive that payment. As long as you do not exclude yourself from the Settlement (*see* Question 15), the payment will be made automatically, by a credit to your ONB account.

##### **Non-Automatic Payments:**

Class Members who are former Old National customers and were charged overdraft fees during the Class Period due to posting of debit card transactions from highest to lowest dollar amount may receive payments from the Settlement by submitting a Claim Form (*see* Question 13). The Claim must be postmarked by **August 30, 2016**.

#### **13. How do I submit a claim for a non-automatic payment?**

You can submit a claim online or by mail. You can view and file electronically or print a paper Claim Form at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com). You also can request that a Claim Form be mailed to you by calling 1-844-851-4595 or by mailing your request to the Settlement Administrator. **PLEASE DO NOT CALL THE COURT OR ONB.** Claims can be submitted *only* for eligible overdraft fees charged to your account during a Claims Period, that is, from November 9, 2008, through August 15, 2010, for ONB accounts that are now closed. All other payments will be made automatically without any need to submit a claim. Any Claim Form requesting payment based on overdraft fees charged outside an applicable Claims Period or for an open account will not be considered.

Claims must be postmarked or filed electronically on [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com) no later than **August 30, 2016**, and paper claims must be mailed to:

Old National Bank Settlement  
c/o KCC Class Action Services  
P.O. Box 40007  
College Station, TX 77842-4007

#### **14. How will my claim be decided?**

If you are not eligible for an automatic payment (*see* Question 12), after you submit your claim, the Settlement Administrator, in consultation with Plaintiffs’ expert, will analyze your claim to determine whether you are entitled to a payment. If your Claim Form is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your claim. If you do not, your claim will be denied. If the overdraft fees that are the subject of your claim were charged to your account during the Claims Period, were the result of high to low posting and were not refunded or charged off for non-payment, you will be eligible for a payment.

The Settlement Agreement, available at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com), provides more detail on how claims will be decided.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want benefits from the Settlement, and you want to keep the right to sue ONB about the legal issues in this case at your own expense, then you must take steps to get out of the Settlement (*see* Question 15). This is called excluding yourself—or it is sometimes referred to as “opting out” of the Class.

**15. How do I get out of the Settlement?**

If you wish to decline any payment under the Settlement and exclude yourself, you must send a letter or other written document by mail to the Settlement Administrator. Your request must include:

- a. Your name, address, telephone number, and account number;
- b. A statement that you want to be excluded from the ONB Overdraft Settlement in *Steven Kelly, et al. v. Old National Bank*, No. 82C01-1012-CT-627; and
- c. Your signature.

You must mail your exclusion request, postmarked no later than **June 3, 2016**, to Old National Bank Settlement, P.O. Box 40007, College Station, TX 77842-4007. You *cannot* ask to be excluded by telephone, by email or on the website.

**16. If I do not exclude myself, can I sue ONB for the same thing later?**

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

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

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

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in the case?**

The Court has appointed William M. Sweetnam, Sweetnam LLC, 100 N. La Salle St., Ste 2200, Chicago, Illinois 60602, to represent all Class Members as “Lead Class Counsel.” There is no need to hire your own lawyer, but if you wish to do so, you may hire one at your own expense.

**19. How will the lawyers be paid?**

Lead Class Counsel intends to request up to forty percent of the cash amount of the Settlement for attorneys’ fees plus reimbursement of the costs and expenses of prosecuting the class action and related appeals since it was filed in 2010. The fees and expenses awarded by the Court, if any, will be paid out of the Settlement Fund. The Court will decide the amount of fees to award. Class Counsel will also request that special service payments of \$10,000 each be paid from the Settlement Fund to the three Class Representatives for their service as representatives on behalf of the whole Class.

**OBJECTING TO THE SETTLEMENT**

**20. How do I tell the Court that I do not like the Settlement?**

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

- Your name, address, and telephone number;
- A statement saying that you object to the ONB Settlement in *Steven Kelly, et al. v. Old National Bank*, No. 82C01-1012-CT-627;
- The reasons you object to the Settlement, along with any supporting materials;
- Information about other objections you or your lawyer have made in other class action cases; and
- Your signature.

The requirements to object to the Settlement are described in detail in the Settlement Agreement in paragraphs VI. A through VI. D. You must mail your objection to each of the following three addresses, and your objection must be postmarked by **June 3, 2016**:

Clerk of the Court  
VANDERBURGH COUNTY  
CIRCUIT COURT  
210 Courts Building  
825 Sycamore Street  
Evansville, Indiana 47708

William M. Sweetnam  
SWEETNAM LLC  
100 N. La Salle St., Ste 2200  
Chicago, Illinois 60602

Mark J.R. Merkle  
KRIEG DeVAULT LLP  
12800 North Meridian Street, Ste 300  
Carmel, Indiana 46032

**21. What is the difference between objecting and asking to be excluded?**

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

### THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether the settlement is fair to Class Members and to approve the Settlement and Lead Class Counsel's request for payment of attorneys' fees, costs and expenses and for payment of service awards to the Class Representatives (*see* Question 19). You may attend and you may ask to speak, but you don't have to do so.

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

The Court has scheduled a Final Approval Hearing on **June 13, 2016, at 2:00 p.m.** at the Vanderburgh County Circuit Court, 825 Sycamore Street, Evansville, Indiana. The hearing may be rescheduled without additional notice; updates will be made available at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com). At this hearing, the Court will consider whether the Settlement is fair to Class Members and whether the relief provided is reasonable, and adequate. The Court will also consider the reasonableness of any request by Lead Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long it will take the Court to make its decision; updates will be provided at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com).

#### **23. Do I have to attend the hearing?**

No. Lead Class Counsel has been appointed to act in the best interests of the class and will answer questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements described in paragraphs VI. A through VI. D of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

#### **24. May I speak at the hearing?**

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

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the ONB Overdraft Settlement in *Steven Kelly, et al. v. Old National Bank*, No. 82C01-1012-CT-627;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that you will present to the Court; and
- Your signature.

You must send copies of your Notice of Intention to Appear, postmarked by **June 3, 2016**, to all three addresses listed in Question 20. You cannot speak at the hearing if you exclude yourself from the Settlement.

### GETTING MORE INFORMATION

#### **25. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [www.OldNationalOverdraftFees.com](http://www.OldNationalOverdraftFees.com). You also may obtain additional information by calling 1-844-851-4595. Please do not contact the Court or ONB.