

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

A federal court authorized this notice. This is not a solicitation from a lawyer.

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

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

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

What This Notice Contains

BASIC INFORMATION	3
1. Why is there a notice?	
2. What is this litigation about?	
3. What is a usage fee?	
4. Why is this a class action?	
5. Why is there a Settlement?	
WHO IS PART OF THE SETTLEMENT	4
6. Who is included in the Settlement?	
7. What if I am not sure whether I am included in the Settlement?	
THE SETTLEMENT BENEFITS	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 a Settlement Class?	
HOW TO RECEIVE A PAYMENT	5
12. How can I receive a payment?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	5
13. How do I get out of the Settlement?	
14. If I do not exclude myself, can I sue Citizens for the same thing later?	
15. If I exclude myself, can I still get a payment?	
THE LAWYERS REPRESENTING YOU	6
16. Do I have a lawyer in the case?	
17. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT	6
18. How do I tell the Court if I do not like the Settlement?	
19. What is the difference between objecting and asking to be excluded?	
THE FINAL APPROVAL HEARING	7
20. When and where will the Court decide whether to approve the Settlement?	
21. Do I have to attend the hearing?	
22. May I speak at the hearing?	
GETTING MORE INFORMATION	8
23. 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 the class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

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

2. What is this litigation about?

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

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

3. What is a usage fee?

A “usage fee” is a charge based on the account holders’ use of the account during the prior twelve month period.

4. Why is this a class action?

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

5. Why is there a Settlement?

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

WHO IS PART OF THE SETTLEMENT?

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

6. Who is included in the Settlement?

You are a member of a Settlement Class if you:

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

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

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

If you are not sure whether you are in the Settlement, or have any other questions about the Settlement, visit the Settlement website at www.CitizensUsageFeeSettlement.com or call the toll-free number, 1-844-762-5374. You may also send questions to the Settlement Administrator at admin@CitizensUsageFeeSettlement.com or *Block v. RBS Citizens* Settlement Administrator, 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 Settlement Class Members. Citizens will pay \$612,294 to a Settlement Fund to make payments to eligible Settlement Class Members, as well as to pay for attorneys' fees, costs, and expenses, and a special service payment to the Class Representative who initiated the lawsuit. Citizens has also agreed to pay costs associated with administering the Settlement. Any money left in the Settlement Fund after distribution and any required reissues shall be distributed through a residual unclaimed property and escheatment process.

9. How much will my payment be?

Any payment you are eligible to receive will be based on an agreed-upon formula set forth in paragraph 3.09 of the Settlement Agreement. Individual payments will vary and depend on account-specific factors such as usage fees charged, account usage, prior fee waivers, the terms of the loan note at issue, and whether the account was charged off with an outstanding balance. Please note that not every usage fee that was charged entitles a Settlement Class Member to payment pursuant to the Settlement. The amount of each Settlement Class Member's payment has not been finalized at this time. Please be patient as the parties determine the final payment amounts.

10. When will I receive my payment?

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

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

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

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

HOW TO RECEIVE A PAYMENT

12. How can I receive a payment?

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want benefits from the Settlement, and you want to keep the right to sue Citizens about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

13. How do I get out of the Settlement?

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

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

You must mail your exclusion request, postmarked no later than **March 27, 2017**, to *Block v. RBS Citizens* Settlement Administrator, P.O. Box 40007, College Station, TX 77842-4007. You cannot ask to be excluded on the phone, by email, or at the website.

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

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

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

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

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

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

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

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

17. How will the lawyers be paid?

Settlement Class Counsel intends to request up to 27% of the value of the Settlement Fund for attorneys’ fees plus reimbursement of the costs and expenses of prosecuting the class action. The Court will decide the amount of fees to award. Settlement Class Counsel will also request that a special service payment of \$5,000 be paid from the Settlement Fund to the Class Representative for his service on behalf of the whole Settlement Class. Counsel fees and expenses and special service payments awarded by the Court will be paid out of the Settlement Fund before making payments to eligible Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

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

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

The requirements to object to the Settlement are described in detail in paragraph 7.02 of the Settlement Agreement. You must mail your objection to each of the following three addresses, and your objection must be postmarked by **March 27, 2017**:

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

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

THE FINAL APPROVAL HEARING

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

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

The Court has scheduled a Final Approval Hearing on **June 21, 2017** at 11:00 a.m. at the United States District Court for the District of New Jersey, Camden Vicinaje, located at Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Room 1050, Courtroom 5D, Camden, NJ 08101. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.CitizensUsageFeeSettlement.com for updates. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any request by Settlement Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements described in paragraph 7.02 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

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

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

You must send copies of your Notice of Intention to Appear, postmarked by **March 27, 2017**, to all three addresses listed in Question 18. You cannot speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.CitizensUsageFeeSettlement.com. You also may write with questions to the Settlement Administrator at *Block v. RBS Citizens* Settlement Administrator, P.O. Box 40007, College Station, TX 77842-4007 or call the toll-free number, 1-844-762-5374.