EXHIBIT A

Report of the Independent Fiduciary for the Settlement in *Julie Karpik, et al. v. Huntington Bancshares, Incorporated, et al.*

January 11, 2021

700 12th Street NW Suite 700 Washington, DC 20005 202-558-5130 www fiduciarycounselors.com

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I. Introduction

Fiduciary Counselors has been appointed as an independent fiduciary for the Huntington Investment and Tax Savings Plan, now known as the Huntington 401(k) Plan (the "Plan") in connection with the settlement (the "Settlement") reached in *Julie Karpik, et al. v. Huntington Bancshares, Incorporated, et al.*, Case No. 2:17-cv-1153 (the "Litigation" or "Action"), which was brought in the United States District Court for the Southern District of Ohio - Eastern Division, (the "Court"). Fiduciary Counselors has reviewed over 70 previous settlements involving ERISA plans.

II. Executive Summary of Conclusions

After a review of key pleadings, decisions and orders, selected other materials and interviews with counsel for the parties, Fiduciary Counselors has determined that:

- The Court has preliminarily certified the Litigation as a class action, and in any event, there is a genuine controversy involving the Plan.
- The Settlement terms, including the scope of the release of claims, the amount of cash received by the Plan and the amount of any attorneys' fee award or any other sums to be paid from the recovery, are reasonable in light of the Plan's likelihood of full recovery, the risks and costs of litigation, and the value of claims forgone.
- The terms and conditions of the transaction are no less favorable to the Plan than comparable arm's-length terms and conditions that would have been agreed to by unrelated parties under similar circumstances.
- The transaction is not part of an agreement, arrangement or understanding designed to benefit a party in interest.
- The transaction is not described in Prohibited Transaction Exemption ("PTE") 76-1.
- All terms of the Settlement are specifically described in the written settlement agreement.
- The Plan is receiving no assets other than cash in the Settlement.

Based on these determinations about the Settlement, Fiduciary Counselors hereby approves and authorizes the Settlement on behalf of the Plan in accordance with PTE 2003-39.

III. Procedure

Fiduciary Counselors reviewed the Amended Complaint, the Court's Opinion and Order Granting in Part and Denying in Part the Motion to Dismiss, the parties' confidential mediation briefs, the Settlement Agreement, the Motion for Preliminary Approval and related papers, the Court's Order Preliminarily Approving Settlement, the Notice and Plaintiffs' Motion for Attorneys' Fees and Expenses, Administrative Costs, and Class Representative Service Awards and related papers. In order to help assess the strengths and weaknesses of the claims and

defenses in the Litigation, as well as the process leading to the Settlement, the members of the Fiduciary Counselors Litigation Committee conducted separate telephone interviews with counsel for both Defendants and Plaintiffs.

IV. Background

A. Procedural History of Case

Litigation.

Plaintiffs Julie Karpik, Michelle Lewis, Deborah Mondell, and Robert Owen filed a complaint on December 29, 2017, alleging that Defendants Huntington Bancshares Incorporated ("Huntington"), the Huntington Board of Directors ("Board"), and the Huntington Investment and Administrative Committee ("Committee") breached their fiduciary duties of prudence and loyalty under ERISA by selecting and retaining Huntington-managed investments for the Plan that were costlier and performed worse than non-proprietary alternatives, and engaged in transactions prohibited by ERISA. Plaintiffs later filed an Amended Complaint that included three additional plaintiffs, Linda Humenik, Theodore George, and Diane George. Defendants moved to dismiss, and on September 29, 2019, the Court granted in part and denied in part Defendants' motion. The Court dismissed the prohibited transaction claims but allowed the breach of fiduciary duty claim to proceed.

Thereafter, the parties engaged in extensive discovery. Defendants produced more than 20,000 pages of documents, and the Class Representatives produced more than 9,000 pages. Plaintiffs also subpoenaed five third parties and received over 1,100 documents as a result of the subpoenas. In addition, Class Counsel took the depositions of two fact witnesses, and Defendants took depositions of all seven Plaintiffs.

Settlement and Preliminary Approval.

On June 18, 2020, after discovery was completed, the parties participated in a mediation with Hunter Hughes III, a nationally respected mediator who has mediated numerous ERISA class actions. The parties submitted extensive mediation briefs in advance of the mediation. While they did not reach a settlement during the mediation session, the parties eventually agreed to a settlement amount recommended by the mediator.

After reaching a settlement, Plaintiffs filed a motion seeking preliminary approval of the Settlement on August 7, 2020. The Court granted the motion on October 14, 2020. The Court's Order (1) preliminarily certified the class for settlement purposes; (2) approved the form and method of class notice; (3) set February 9, 2021 as the date for a Fairness Hearing; (4) set January 19, 2021 as the deadline for objections; and (5) approved Analytics Consulting LLC as the Settlement Administrator.

Objections.

January 19, 2021 is the deadline for Class Members to file objections to the Settlement. As of the date of this report, no Class Members have filed any objections.

V. Settlement

A. Settlement Consideration

The Settlement provides for a Settlement Amount of $10,500,000. After deducting any Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service Awards approved by the Court, the remainder (known as the Distributable Settlement Amount) will be distributed to Class Members according to the Plan of Allocation in the Settlement.

B. Class and Class Period

The Settlement defines the Settlement Class as follows:

> [A]ll participants and beneficiaries of the Huntington 401(k) Plan, formerly known as the Huntington Investment and Tax Savings Plan, from December 29, 2011 through the date of preliminary approval [October 14, 2020], excluding the Defendants or any Plan participant who is or was a fiduciary to the Plan during the Class Period.

The Court has preliminarily certified the Settlement Class, for settlement purposes only.

C. The Release

The Settlement defines Released Claims as follows:

> any and all claims, debts, demands, rights or causes of action, suits, matters, and issues or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative, or individual in nature (collectively, "Claims"), including both known Claims and Unknown Claims, against any of the Huntington Releasees and Defendants' Counsel that have been asserted in this litigation or which could have been asserted based on the same factual predicate as those Claims, including those that in any way arise out of, relate to, are based on, or have any connection with the Plan's management and administration, including, but not limited to any fees, expenses, investment option performance, monitoring of investment options, revenue sharing, recordkeeping fees, administrative fees, total plan costs, the use of money market funds as investment options, share class of the investment options, or any other aspect of Plan administration or

management, or (iii) would have been barred by res judicata had the Action been fully litigated to a final judgment.

The terms of the release, including the provision for the Independent Fiduciary to provide a release of claims by the Plan, are reasonable.

D. The Plan of Allocation

The Settlement Administrator shall first divide the Distributable Settlement Amount amongst the Investment Claim and the Recordkeeping Fee Claim as follows:

1. 95% of the Distributable Settlement Amount shall be allocated for payments related to the Investment Claim (the "Investment Pool");

2. 5% of the Distributable Settlement Amount shall be allocated for payments related to the Recordkeeping Fee Claim (the "Recordkeeping Pool");

The Settlement Administrator shall calculate the Distributable Settlement Amount for each Settlement Class Member as follows:

Recordkeeping Fee Claim:

1. The Settlement Administrator shall obtain the quarter-end account balances in the Plan for every Settlement Class Member for the Class Period. For the year 2020, the Settlement Administrator shall use the account balances through the second quarter.

2. The Settlement Administrator shall calculate the Recordkeeping Entitlement Percentage as follows: (i) assigning 4 points for every quarter a Settlement Class Member had a positive account balance in the Plan from the first quarter of 2012 through the third quarter of 2016; and (ii) assigning 1 point for every quarter a Settlement Class Member had a positive account balance in the Plan for all remaining quarters after the third quarter of 2016. The Settlement Administrator shall then sum the number of points for each Settlement Class Member's account balances and shall divide that sum by the sum of all the Settlement Class Members' point balances for the Class Period, with the quotient representing the Recordkeeping Entitlement Percentage for each such Settlement Class Member.

   Sum of Settlement Class Member's Points/Sum of Points for All Settlement Class Members' Points = Recordkeeping Entitlement Percentage

3. The Settlement Administrator shall multiply the Recordkeeping Entitlement Percentage by the Recordkeeping Pool, with the product representing the Preliminary Recordkeeping Claim Entitlement Amount.

   Recordkeeping Entitlement Percentage x Recordkeeping Pool = Preliminary Recordkeeping Claim Entitlement Amount

Investment Claim:

1. The Settlement Administrator shall determine each Settlement Class Member's Investment Claim Entitlement Percentage. To compute the Investment Claim Entitlement Percentage, the Settlement Administrator shall sum all of the class member's quarter-end account balances invested in the Huntington Funds during the Class Period and shall divide that amount by the sum of all Settlement Class Members' quarter-end balances in the Huntington Funds. The quotient described above shall represent the Entitlement Percentage for each such Settlement Class Member.

   Sum of Quarter-end Account Balances in the Huntington Funds For Each Settlement Class Member (positive only) / Sum of Quarter-end Account Balances in the Huntington Funds for all Settlement Class Members = Investment Claim Entitlement Percentage

2. For each Settlement Class Member, the Settlement Administrator shall then calculate each Settlement Class Member's Entitlement Amount as follows: multiplying each Settlement Class Member's Entitlement Percentage by the Investment Pool, with the product representing each Settlement Class Member's Preliminary Investment Claim Entitlement Amount

   Entitlement Percentage x Investment Pool = Preliminary Investment Claim Entitlement Amount

Aggregate Entitlement Amount:

The Settlement Administrator shall calculate the Final Aggregate Entitlement Amount for each Settlement Class Member as follows:

1. The Settlement Administrator shall sum the Preliminary Recordkeeping Claim Entitlement Amount and the Preliminary Investment Claim Entitlement Amount for each Settlement Class Member. This total amount will be the Preliminary Aggregate Entitlement Amount.

2. The Settlement Administrator shall then identify any Settlement Class Member who meets both of the following criteria: (i) he or she either no longer has an account in the Plan or has an account with a $0 balance, and (ii) the Preliminary Aggregate Entitlement Amount is less than $15. Such Settlement Class Member shall be referred to as De Minimis Payment Class Members.

3. The Settlement Administrator shall remove all De Minimis Payment Class Members from the list of Settlement Class Members, and then repeat all steps above for both the Recordkeeping Fee Claim and Investment Claim to re-calculate each Settlement Class member's Entitlement Amount. The resulting figures shall represent the Final Entitlement Amount. The Settlement Administrator shall use its discretion as to

rounding, so long as the total of all Final Entitlement Amounts does not exceed the Distributable Settlement Amount.

4. All Settlement Class Members with a positive account balance in the Plan as of the distribution date will receive a disbursement of the Final Entitlement Amount deposited into their Plan account. This amount will be invested in accordance with each Settlement Class Member's existing investment instructions, and in the absence of such instructions, in the Qualified Default Investment Alternative. All Settlement Class Members who either no longer have an account in the Plan or have an account with a $0 balance will receive a disbursement of the Final Entitlement Amount by check from the Settlement Administrator, unless they submitted a Rollover Form in which case they shall receive their Final Entitlement Account in accordance with their Rollover Form.

We find the Plan of Allocation to be reasonable, including the allocation of 95% of the Distributable Settlement Amount to the Investment Claim and 5% to the Recordkeeping Fee Claim, which approximates the relative proportion of damages that Plaintiffs claimed in connection with each type of claim. We find reasonable the allocation of payments in proportion to Class Member Quarterly Account Balances, including, for the Recordkeeping Fee Claim, the weighting of quarters through the third quarter of 2016 four times more heavily than subsequent quarters. This approach is consistent with Plaintiffs' claims that alleged that the Plan's recordkeeping expenses were higher prior to the third quarter of 2016 when The Huntington National Bank was the Plan's recordkeeper, and later declined after Fidelity took over the recordkeeping function. We also find the provisions of payments to current and former participants reasonable as they put the allocations of current participants in their Plan accounts, and allow others to elect a rollover or receive a direct cash payment, which is a reasonable and efficient method of distribution. Finally, we find the $15 *de minimus* threshold to be reasonable.

E. Attorneys' Fees, Litigation Expenses and Service Awards

Class Counsel seek an award of attorneys' fees in the amount of $3,500,000, or one-third of the Settlement Fund. Class Counsel also seek reimbursement for $61,512.35 in litigation costs and $107,214 in settlement administration expenses. Class Counsel's total lodestar to date was $1,059,927.11, which would produce a lodestar multiplier of approximately 3.3 if the requested $3,500,000 were awarded.

In Plaintiffs' Memorandum in Support of Plaintiffs' Motion for Attorney's Fees and Expenses, Administrative Costs, and Class Representative Service Awards, Class Counsel noted that, for purposes of evaluating the reasonableness of attorneys' fees, courts in the Sixth Circuit consider the following factors: (1) the value of the benefits rendered to the class; (2) society's stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (3) whether the services were undertaken on a contingent fee basis; (4) the value of the services on an hourly basis; (5) the complexity of the litigation; and (6) the professional skill and standing of Class Counsel on both sides. Class Counsel argued that the value of the benefits rendered to the

class was substantial. Specifically, Class Counsel noted that the $10.5 million settlement amount represents approximately 0.81% of currently reported Plan assets, and 1.07% of assets reported at the time of Settlement. Additionally, Class Counsel stated that the Settlement represents approximately 30% of the total damages that Plaintiffs claimed were associated with Defendants' alleged fiduciary breaches. Class Counsel argued that the case promoted private enforcement of and compliance with important parts of the law, the services were provided on a contingent fee basis, the fee is appropriate on an hourly basis, and the complexity of this action and the specialized experience of Class Counsel support the requested fee.

In our experience, the percentage requested and the lodestar multiplier are within the range of attorney fee awards for similar ERISA cases. In light of the work performed, the result achieved, the litigation risk assumed by Class Counsel, and the combination of the percentage and the lodestar multiplier, Fiduciary Counselors finds the requested attorneys' fees to be reasonable.

Class Counsel also request reimbursement of $61,512.35 in litigation costs. The majority of these expenses related to financial data charges ($22,021.87), travel costs ($15,372.35), mediation ($10,000) and deposition charges ($7,443.50). Class Counsel also seek reimbursement for administrative costs of $107,214 as follows: settlement administrator: $89,714; escrow agent: $2,500; and independent fiduciary: $15,000.

Fiduciary Counselors finds the request for expenses to be reasonable, including settlement administration expenses.

Furthermore, Class Counsel seek Service Awards of $7,500 for each Class Representative for a total of $52,500. Specifically, the Class Representatives (1) reviewed the operative complaints bearing their names; (2) produced documents and information to Class Counsel prior to suit and during discovery; (3) reviewed and signed answers to interrogatories; (4) appeared for their depositions and prepared for their depositions in advance; (5) made themselves available by phone for the mediation; (6) communicated with Class Counsel during the course of the action; and (7) discussed the Settlement with Class Counsel and reviewed the Settlement Agreement.

These awards are within the range of similar awards in ERISA cases. Additionally, the awards are not material in comparison to the total Settlement amount and are reasonable.

VI. PTE 2003-39 Determination

As required by PTE 2003-39, Fiduciary Counselors has determined that:

- **The Court has preliminarily certified the Litigation as a class action.** Thus, the requirement of a determination by counsel regarding the existence of a genuine controversy does not apply. Nevertheless, we have determined that there is a genuine controversy involving the Plan. Based on the documents we reviewed and our calls with counsel, we find that there is a genuine controversy involving the Plan within the meaning of the Department of Labor Class Exemption, which the Settlement will resolve.

- **The Settlement terms, including the scope of the release of claims, the amount of cash received by the Plan, and the amount of any attorneys' fee award or any other sums to be paid from the recovery, are reasonable in light of the Plan's likelihood of full recovery, the risks and costs of litigation, and the value of claims foregone.**

  Plaintiffs brought this Litigation alleging that Huntington and related entities violated their fiduciary duties under ERISA. Plaintiffs claimed, among other things, that Huntington should not have selected and maintained certain Huntington Funds as investment options in the Plan, and that the Plan paid higher recordkeeping and administrative fees than necessary to the Plan's recordkeepers. Plaintiffs also alleged that Huntington caused the Plan to participate in prohibited transactions under ERISA, but Plaintiffs' prohibited transaction claims were dismissed.

  With respect to the remaining claims, Defendants maintained, among other defenses, that plan fiduciaries followed prudent procedures and acted prudently both by eliminating underperforming funds, including proprietary funds, and by reducing recordkeeping and administrative fees. They also challenged the benchmarks Plaintiffs cited both for establishing liability and for establishing damages.

  In the absence of a Settlement, Plaintiffs would have faced significant litigation risk. In their papers in support of the Motion for Preliminary Approval, Class Counsel cited two cases from the Southern District of Ohio where the courts approving a settlement recognized the risk of continued litigation. See *In re Nationwide*, 2009 WL 8747486, at *4 (noting that the risk of continued litigation includes the risk that there could be no recovery at all); *Shanechian v. Macy's*, 2013 WL 12178108, at *4 (S.D. Ohio June 25, 2013) (noting difficulty of proving both liability and damages at trial even where Plaintiffs prevailed on previous motion to dismiss and class certification rulings). Class Counsel also cited recent trial judgments in favor of the defendants in ERISA breach of fiduciary duty cases involving defined contribution plans. See *Wildman v. Am. Century Servs.*, LLC, 362 F. Supp. 3d 685 (W.D. Mo. 2019); *Sacerdote v. New York Univ.*, 2018 WL 3629598, at (S.D.N.Y. July 31, 2018).

  Continued litigation would have likely resulted in appeals, causing more expense and further delaying resolution. Instead of a drawn-out period of costly litigation, with a risk of no recovery, class members will receive a certain benefit now whether they are current participants in the Plan or former participants.

  The size of the Settlement is $10,500,000, a fair and reasonable recovery given the results in numerous similar cases in the last several years, the defenses the Defendants would have asserted, the risks involved in proceeding to trial, and the possibility of reversal on appeal of any favorable judgment. In Plaintiffs' papers supporting the Motion for Preliminary Approval, Class Counsel stated that the $10,500,000 settlement amount represents approximately 1% of Plan assets. This compares favorably with other ERISA 401(k) settlements with banks that have received court approval, such as M&T Bank (0.88%), Deutsche Bank (0.65%), and BB&T (0.52%). Further, Class Counsel stated that the Settlement represents a significant portion of the damages that Plaintiffs calculated

were caused by Defendants' alleged fiduciary breaches. Plaintiffs' calculated the following losses in preparation for their mediation:

- Investment Claim Losses: $33.7 million
- Recordkeeping Claim Losses: $1.25 million

The $10.5 million recovery represents approximately 30% of the total damages that Plaintiffs claimed were associated with Defendants' alleged fiduciary breaches. This also compares favorably to other ERISA class action settlements. This amount is reasonable in light of the risks and delay involved in continued litigation.

The parties were represented by highly qualified counsel and reached the Settlement after arm's-length negotiations supervised by a mediator. The amount of the Settlement was the amount recommended by the mediator.

In sum, Class Counsel secured a Settlement Amount of $10,500,000 for the Class Members, which represented a fair and reasonable recovery given the results in numerous similar cases filed in the last several years, the multiple defenses advanced by Defendants, the risks involved in proceeding to trial, and the possibility of reversal on appeal of any favorable judgment.

Given the substantial expense and risk involved in further litigation, the difficulty in prevailing on the merits and establishing damages, and the delay that would have resulted in providing any relief to the Class if the matter had been prolonged through trial and appeal, the amount of the Settlement is reasonable.

Fiduciary Counselors finds the scope of the release and attorneys' fees and expenses to be reasonable. In addition, the Plan of Allocation and requested Class Representative Service Awards are reasonable.

- **The terms and conditions of the transaction are no less favorable to the Plan than comparable arm's-length terms and conditions that would have been agreed to by unrelated parties under similar circumstances.** As indicated in the finding above, Fiduciary Counselors determined that Class Counsel obtained a favorable agreement from Defendants in light of the challenges in proving the underlying claims. The agreement also was reached after arm's-length negotiations supervised by a mediator.

- **The transaction is not part of an agreement, arrangement or understanding designed to benefit a party in interest.** Fiduciary Counselors found no indication the Settlement is part of any broader agreement between Defendants and the Plan.

- **The transaction is not described in PTE 76-1.** The Settlement did not relate to delinquent employer contributions to multiple employer plans and multiple employer collectively bargained plans, the subject of PTE 76-1.

- **All terms of the Settlement are specifically described in the written settlement agreement.**

- **The Plan is receiving no assets other than cash in the Settlement.** Therefore, conditions in PTE 2003-39 relating to non-cash consideration and extensions of credit do not apply.

- **Acknowledgement of fiduciary status.** Fiduciary Counselors has acknowledged in its engagement that it is a fiduciary with respect to the settlement of the Litigation on behalf of the Plan.

- **Recordkeeping**. Fiduciary Counselors will keep records related to this decision and make them available for inspection by the Plan's participants and beneficiaries as required by PTE 2003-39.

- **Fiduciary Counselors' independence**. Fiduciary Counselors has no relationship to, or interest in, any of the parties involved in the litigation, other than the Plan, that might affect the exercise of our best judgment as a fiduciary.

Based on these determinations about the Settlement, Fiduciary Counselors (i) authorizes the Settlement in accordance with PTE 2003-39; and (ii) gives a release in its capacity as a fiduciary of the Plan, for and on behalf of the Plan. Fiduciary Counselors also has determined not to object to any aspect of the Settlement.

Sincerely,

Stephen Caflisch

Stephen Caflisch
Senior Vice President & General Counsel