

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO

NOTICE REGARDING CLASS ACTION SETTLEMENT

A federal court authorized this notice. This is not a solicitation from a lawyer and you are not being sued.

- A Settlement has been reached in a class action lawsuit claiming that Fifth Third Bank (“Fifth Third”) breached its contract with Account Holders by assessing Non-Fifth Third ATM Fees for balance inquiries made at ATMs outside of Fifth Third’s network of ATMs and for assessing more than one Non-Fifth Third ATM Fee when a balance inquiry was made during the same ATM visit as a cash withdrawal or other funds transfer. Fifth Third maintains it did nothing wrong and that its imposition of Non-Fifth Third ATM Fees for balance inquiries did not breach its contract with Account Holders.
- A Settlement Fund of \$5.2 million has been established to pay Settlement Class Member Payments, Settlement Administration Costs, any attorneys’ fees and litigation expenses awarded by the Court, any Service Awards ordered by the Court, and any *cy pres* payment required by the Settlement. Current and former Fifth Third Account Holders in the United States who were assessed one or more Non-Fifth Third ATM Fees during the Class Period for making a balance inquiry at an ATM outside of Fifth Third Bank’s network of ATMs, or were assessed more than one Non-Fifth Third ATM Fee for undertaking a balance inquiry during the same ATM visit as a cash withdrawal or other funds transfer, may be entitled to receive a payment from the 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	
Do Nothing- Receive A Payment Or Account Credit	If you are entitled under the Settlement to a payment or Account credit, 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 (<i>i.e.</i> , you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment or Account credit.
Exclude Yourself From The Settlement Deadline: June 8, 2021	Instead of doing nothing, you may ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you retain your right to sue on your own.
Object Deadline: June 8, 2021	You may object to the terms of the Settlement Agreement and have your objections heard at the Final Approval Hearing on July 8, 2021.
Do Nothing	You will receive any payment or Account credit to which you are entitled and will give up your right to bring your own lawsuit against Fifth Third 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. Payments and Account credits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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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 Douglas R. Cole, of the U.S. District Court for the Southern District of Ohio, is overseeing the case. The case is known as *Carnell Smith and Lenox Magee v. Fifth Third Bank*, No. 1:18-cv-00464. The people who sued, Carnell Smith and Lenox Magee, are called the “Plaintiffs.” The Defendant is Fifth Third Bank.

2. What is this lawsuit about?

The lawsuit claims that Fifth Third breached its contract with Account Holders by assessing Non-Fifth Third ATM Fees for balance inquiries made at ATMs outside of Fifth Third’s network of ATMs and for assessing more than one Non-Fifth Third ATM Fee when a balance inquiry was made during the same ATM visit as a cash withdrawal or other funds transfer.

The Complaints in this Action are posted on the Settlement Website:

www.fifththirdoutofnetworkbalanceinquiryfeelitigation.com

and contain the allegations and relevant claims asserted against Fifth Third. Claims that the Court dismissed prior to the Settlement are not the subject of the Settlement. Fifth Third maintains it did nothing wrong and that its imposition of Non-Fifth Third ATM Fees did not breach its contracts with Account Holders. The Court has not decided who is right. Plaintiffs and the Defendant have agreed to settle the lawsuit to avoid the cost and uncertainty of litigation.

3. What is a Non-Fifth Third ATM Fee?

Non-Fifth Third ATM Fees are the fees that Fifth Third Bank assesses against Accounts for balance inquiries, withdrawals, deposits, or transfers undertaken at ATMs outside of Fifth Third Bank's network of ATMs. This case concerns Non-Fifth Third ATM Fees assessed for balance inquiries.

4. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims (in this one, Fifth Third consumer Account Holders who were assessed Non-Fifth Third ATM Fees for balance inquiries). The Class Representatives are the Plaintiffs, Carnell Smith and Lenox Magee.

All of the people who have claims similar to the Class Representatives are members of the Settlement Class, except for those who exclude themselves from the Settlement Class.

5. Why is there a Settlement?

Both sides agreed to the Settlement. This Settlement is the product of hard-fought litigation and arm's-length negotiations, which included two mediations and subsequent months of arm's-length negotiations between experienced class-action counsel for both Fifth Third and the Class Representatives, all led by an experienced mediator. Fifth Third maintains it did nothing wrong and that its imposition of Non-Fifth Third ATM Fees for balance inquiries did not breach its contract with Account Holders. The Court has not decided who is right. 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 Class Representatives and their attorneys think the Settlement is best for everyone who is affected.

WHO IS IN THE SETTLEMENT CLASS?

If you received notice of the Settlement from a postcard or email addressed to you, then you are in the Settlement Class. However, even if you did not receive a postcard or email with the Settlement notice, you may still be in the Settlement Class, as described below.

6. Who is included in the Settlement?

You are a member of the Settlement Class if you are a Current Account Holder or Former Account Holder of Fifth Third Bank who, between January 1, 2010 and October 31, 2018, either (1) was assessed one or more Non-Fifth Third ATM Fees for making a balance inquiry at an ATM outside of Fifth Third Bank's network of ATMs; or (2) was assessed more than one Non-Fifth Third ATM Fee for undertaking a balance inquiry during the same ATM visit as a cash withdrawal or other funds transfer. Excluded from the Settlement Class are Fifth Third Bank, its parents, subsidiaries, affiliates, current officers and directors; all customers who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

If you were not assessed at least one Non-Fifth Third ATM Fee between January 1, 2010 and October 31, 2018 for making a balance inquiry at an ATM outside of Fifth Third's network of ATMs, you are not a member of the Settlement Class. You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

Fifth Third has agreed to establish a cash Settlement Fund of \$5.2 million from which Settlement Class Members will receive payments or Account credits. Pursuant to the Court's approval, the Settlement Fund will also be used to pay Settlement Administration Costs, Service Awards for the Class Representatives, attorneys' fees awarded to Class Counsel, and reimbursement of Class Counsel's litigation costs. The Settlement Fund, net of any Settlement Administration Costs, Service Awards, and attorneys' fees and expenses awarded by the Court, will be divided by the total number of unique Accounts, which will yield the amount of each Settlement Class Member Payment. Settlement Class Members with jointly held accounts will receive only one Settlement Class Member Payment per unique Account and each Settlement Class Member Payment will be the same, regardless of how many Non-Fifth Third ATM Fees were assessed against a unique Account for undertaking balance inquiries at ATMs outside of Fifth Third Bank's network of ATMs.

Within one year after the date the Settlement Administrator mails the first Settlement Class Member Payment, any remaining amounts resulting from uncashed checks, known as Residual Funds, will be distributed as follows. First, any Residual Funds up to \$200,000 shall be payable to Fifth Third Bank for the Settlement Administration Costs it paid as part of the Settlement Fund. Second, if the Residual Funds are in excess of \$200,000, Class Counsel and Fifth Third Bank shall seek the Court's approval to distribute any Residual Funds above \$200,000 to a *cy pres* recipient if an additional distribution to Settlement Class Members is not feasible or practical.

8. How do I receive a payment or Account credit?

If you are in the Settlement Class and entitled to receive a payment, you do not need to do anything to receive a payment or Account credit. If the Court approves the Settlement and it becomes final and effective, you will automatically receive a payment or Account credit.

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

If you stay in the Settlement Class, all of the decisions by the Court will bind you, and you give Fifth Third a "release." A release means you cannot sue, continue to sue or be part of any other lawsuit against Fifth Third about the legal issues in this case. Section

XIII of the Settlement Agreement contains the release and describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.fifththirdoutofnetworkbalanceinquiryfeelitigation.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Fifth Third on your own 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 Class.

10. How do I get out of the Settlement?

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

- Your name, address and telephone number;
- A statement that you want to be excluded from the Settlement Class in *Carnell Smith and Lenox Magee v. Fifth Third Bank*, Case No. 1:18-cv-00464 (S.D. Ohio); and
- Your signature.

You must mail your exclusion request, postmarked no later than **June 8, 2021**, to:

Smith v. Fifth Third Bank Settlement Administrator
P.O. Box 43060
Providence, RI 02940-3060

11. If I don't exclude myself, can I sue Fifth Third for the same thing later?

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

12. If I exclude myself from the Settlement, can I still receive a payment?

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers, known as Class Counsel, to represent you and others:

Jeff Ostrow Jonathan Streisfeld KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Andrea Gold TYCKO & ZAVAREEI LLP 1828 L Street NW, Ste. 1000 Washington, DC 20036
Jeffrey Kaliel Sophia Gold KALIEL PLLC 1100 15th St, NW Washington DC 20005	Robb S. Stokar Minnillo Law Group Co., LPA 2712 Observatory Avenue Cincinnati, OH 45208
Stuart E. Scott SPANGENBERG SHIBLEY & LIBER LLP 1001 Lakeside Avenue East, Suite 1700 Cleveland, OH 44114	

Class Counsel will represent you and others in the Settlement 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.

14. How will the lawyers be paid?

This lawsuit has been prosecuted on behalf of the proposed Class Representatives on a wholly contingent basis. That means that Class Counsel have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced costs and expenses necessarily incurred to prosecute this case. For example, Class Counsel have reviewed and analyzed documents obtained through Class Counsel's own investigation; consulted with experts; considered what claims could be asserted under such laws regarding the challenged practice; filed complaints against Fifth Third, litigated motions to dismiss the complaints; and examined and considered the benefits to be provided to the Settlement Class Members under the Settlement. Class Counsel intends to request up to 33.33% of the Settlement Fund (\$1,733,160) for attorneys' fees, plus reimbursement of their litigation expenses and costs incurred in connection with prosecuting this case. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will make their request for attorneys' fees and expenses by May 24, 2021. The Court's award of any attorneys' fees and expenses to Class Counsel shall be separate from and independent of the Court's determination of whether to approve the Settlement. If the Court declines to approve the Settlement, no award of

attorneys' fees and expenses shall be awarded or paid to Class Counsel. The Parties have negotiated and reached agreement on the attorneys' fees and expenses only after reaching agreement on all other material terms of Settlement in this matter.

Class Counsel will also request a Service Award of up to \$5,000 for each of the Class Representatives to be paid from the Settlement Fund for their service to the entire Settlement Class. Any Service Award is subject to Court approval. The Class Representatives will make their request for Service Awards by May 24, 2021.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class Member and have not requested to be excluded from the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for attorneys' fees and expenses and/or Class Counsel's request for Service Awards for the Plaintiffs as Class Representatives. To object, you must submit your objection by mail or private courier (e.g., Federal Express) to the Clerk of the Court, Class Counsel, and Fifth Third's counsel. You must submit your objection by no later than **June 8, 2021**. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

Your objection must include the following:

- The name of this case, which is *Carnell Smith and Lenox Magee v. Fifth Third Bank*, No. 1:18-cv-00464 (S.D. Ohio);
- Your full name, address and telephone number;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior 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;
- A copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- The identity of all counsel representing the objector who will appear at the hearing that the Court has scheduled to determine whether to grant Final Approval to the Settlement and Class Counsel's request for attorneys' fees and expenses and Service Awards to the Plaintiffs ("Final Approval Hearing");
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your objection to the following addresses:

<p>Clerk of the Court U.S. District Court for the Southern District of Ohio Potter Stewart U.S. Courthouse Room 810 100 East Fifth Street Cincinnati, Ohio 45202</p>	<p><i>Smith v. Fifth Third Bank</i> Settlement Administrator P.O. Box 43060 Providence, RI 02940-3060</p>	<p>Julie Singer Brady Baker & Hostetler LLP SunTrust Center Suite 2300 200 South Orange Avenue Orlando, FL 32801-3432</p>
<p>Jeff Ostrow Jonathan Streisfeld Kopelowitz Ostrow PA 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301</p>	<p>Andrea Gold Tycko & Zavareei LLP 1828 L St., NW Suite 1000 Washington, DC 20036</p>	<p>Jeffrey Kaliel Sophia Gold Kaliele PLLC 1100 15th St, NW Washington DC 20005</p>
<p>Stuart E. Scott SPANGENBERG SHIBLEY & LIBER LLP 1001 Lakeside Avenue East Suite 1700 Cleveland, OH 44114</p>	<p>Robb S. Stokar Minnillo Law Group Co., Lpa 2712 Observatory Avenue Cincinnati, OH 45208</p>	

16. 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 don't 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 the Final Approval Hearing to decide whether to approve the Settlement and the request for attorneys' fees, litigation expenses and costs, and Service Awards for the Plaintiffs. You may attend and you may ask to speak, but you don't have to do so. If you retain your own counsel, they may appear on your behalf.

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on July 8, 2021, at the United States District Court for the Southern District of Ohio located at the Potter Stewart U.S. Courthouse, Courtroom 822, 100 East Fifth Street, Cincinnati, Ohio 45202. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check at www.fifththirdoutofnetworkbalanceinquiryfeelitigation.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 Service Awards for the Plaintiffs. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. Provided you submitted your written objection on time, to the proper address, and it complies with the requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THE SETTLEMENT.

19. May I speak at the hearing?

You may speak at the Final Approval Hearing if you have filed and served a timely objection to the Settlement according to the procedures set out in Section 15 above.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Fifth Third relating to the issues in this case.

GETTING MORE INFORMATION

21. How do I get more information?

This Long Form 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.fifththirdoutofnetworkfeelitigation.com. You may also write with questions to *Smith v. Fifth Third Bank* Settlement Administrator, P.O. Box 43060, Providence, RI 02940-3060, or call the toll-free number, 1-866-644-9953. Do not contact Fifth Third or the Court for information.