

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

DUDENHOEFFER, *et al.*,

Plaintiffs

v.

FIFTH THIRD BANCORP, *et al.*,

Defendants

Civil Action No. 1:08-CV-538-SSB

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, PRELIMINARILY CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES, APPROVING FORM AND MANNER OF CLASS
NOTICE, PRELIMINARILY APPROVING PLAN OF ALLOCATION AND
SCHEDULING A DATE FOR A FINAL APPROVAL HEARING**

This Action involves claims for alleged violations of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.* (“ERISA”), with respect to the Fifth Third Bancorp 401(k) Savings Plan, formerly known as the Fifth Third Bancorp Master Profit Sharing Plan (the “Plan”).¹ The terms of the Settlement are set out in the Settlement Agreement, fully executed as of January 15, 2016 (the “Settlement Agreement”), by counsel on behalf of the Named Plaintiffs and Defendants, respectively.

Pursuant to the Named Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification of a Class for Settlement Purposes, Approving Form and Manner of Class Notice, Preliminarily Approving Plan of Allocation, and Scheduling a Date for a Final Approval Hearing filed on _____, 2016, the Court preliminarily considered the Settlement to determine, among other things, whether the Settlement is sufficient to warrant the issuance of notice to members of the proposed Settlement Class. Upon reviewing the Settlement Agreement and the matter having come before the Court at the _____ hearing, due notice having been given and the Court having been fully advised in the premises, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. **Preliminary Certification of the Settlement Class.** In accordance with the Settlement Agreement, and pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, this Court hereby conditionally certifies the following class (“Settlement Class”):

All Persons (excluding Defendants and their Immediate Family Members) who were participants in or beneficiaries (including alternate payees) of the Plan at any time between July 19, 2007 to January 15, 2016, and whose Plan account included investments in Fifth Third Stock.

¹ All capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court preliminarily finds that:

- (a) as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable.
- (b) as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class.
- (c) as required by FED. R. CIV. P. 23(a)(3), the claims of the Plaintiffs are typical of the claims of the Settlement Class that Plaintiffs seek to certify.
- (d) as required by FED. R. CIV. P. 23(a)(4), that the Plaintiffs will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Plaintiffs and the nature of the alleged claims are consistent with those of the Settlement Class Members; and (ii) there appear to be no conflicts between or among the Plaintiffs and the Settlement Class.
- (e) as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class Members that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Action; or (ii) adjudications as to individual Settlement Class Members that, as a practical matter, would be dispositive of the interests of the other members not parties to the

individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

- (f) as required by FED. R. CIV. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and that Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

3. The Court preliminarily appoints the Plaintiffs as class representatives for the Settlement Class and Kessler Topaz Meltzer & Check, LLP and Gainey McKenna & Egleston as Class Counsel for the Settlement Class.

4. The Court preliminarily approves the proposed Plan of Allocation, finding it is fair, reasonable, and adequate.

5. **Preliminary Approval of Proposed Settlement** – The Settlement Agreement is hereby preliminarily approved as fair, reasonable, and adequate. This Court preliminarily finds that: (a) the proposed Settlement resulted from serious, informed, extensive and arms'-length negotiations with the assistance of the Settling Mediator; (b) the Settlement Agreement was executed only after Class Counsel had conducted appropriate investigation and discovery regarding the strengths and weaknesses of Named Plaintiffs' claims; (c) Class Counsel represent that they have concluded that the proposed Settlement is fair, reasonable, and adequate; and (d) the proposed Settlement is in the best interest of the Named Plaintiffs and the Settlement Class. The Court finds that those whose claims would be settled, compromised, dismissed, or released

pursuant to the Settlement should be given notice and an opportunity to be heard regarding final approval of the Settlement and other matters.

6. **Final Approval Hearing** – A hearing is scheduled for _____ to make a final determination, concerning among other things:

- Whether the Settlement merits final approval as fair, reasonable, and adequate;
- Whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement;
- Whether the notice method proposed by the Parties: (i) constitutes the best practicable notice; (ii) constitutes notice reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;
- Whether Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement;
- Whether the proposed Plan of Allocation should be finally approved; and
- Whether Class Counsel's application(s) for attorneys' fees and expenses and Case Contribution Awards to the Named Plaintiffs is fair and reasonable, and should be approved.

7. **Class Notice** – The Parties have presented to the Court a proposed form of Class Notice, attached hereto as Exhibit A and a summary of the Class Notice in the form of a

Publication Notice, attached hereto as Exhibit B. The Court finds that both such forms of notice fairly and adequately: (a) describe the terms and effects of the Settlement Agreement, the Settlement, and the Plan of Allocation; (b) notify the Settlement Class that Class Counsel will seek attorneys' fees and litigation costs from the Settlement Fund, payment of the costs of administering the Settlement out of the Settlement Fund, and for a Case Contribution Award of up to \$10,000 each for the Named Plaintiffs for their service in such capacity; (c) give notice to the Settlement Class of the time and place of the Final Approval Hearing; and (d) describe how the recipients of the Class Notice may object to any of the relief requested. The Parties have proposed the following manner of communicating the notice to members of the Settlement Class, and the Court finds that such proposed manner is the best notice practicable under the circumstances. Accordingly, the Court directs that Class Counsel shall:

- By no later than _____, cause the Class Notice, with such non-substantive modifications thereto as may be agreed upon by the Parties, to be provided by first-class mail, postage prepaid, to the last known address of each member of the Settlement Class who can be identified through reasonable effort.
- By no later than _____, cause the Class Notice to be published on the website identified in the Class Notice, www.FifthThirdERISAsettlement.com, which will also host and make available copies of all Settlement-related documents, including the Settlement Agreement.
- By no later than _____, cause the Publication Notice to be published in the *Cincinnati Enquirer* and PR Newswire one time.

8. Petition for Attorney's Fees and Litigation Costs and Case Contribution Awards – Any petition by Class Counsel for attorney's fees, litigation costs and Case

Contribution Awards to the Named Plaintiffs, and all briefs in support thereof, shall be filed no later than _____.

9. **Briefs in Support of Final Approval of the Settlement** – Briefs and other documents in support of Final Approval of the Settlement shall be filed no later than _____.

10. **Objections to Settlement** – Any member of the Settlement Class or authorized recipient of any CAFA Notice may file an objection to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the Plan of Allocation, to the proposed award of attorneys’ fees and litigation costs, the payment of costs of administering the Settlement out of the Settlement Fund, or to the request for a Case Contribution Award for the Named Plaintiffs. An objector must file with the Court a statement of his, her, or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that the objector wishes to bring to the Court’s attention or introduce in support of the objection(s). The objector must also mail copies of the objection(s) and any supporting law and/or evidence to Class Counsel and to counsel for the Defendants. The addresses for filing objections with the Court and serving objections on counsel are as follows:

For Filing:

Clerk of the Court
United States District Court for the Southern District of Ohio, Western Division
Potter Stewart United States Courthouse
Room 103
100 East Fifth Street
Cincinnati, Ohio 45202

Re: *Dudenhoeffer, et al. v. Fifth Third Bancorp, Inc. et al.*,
Civil Action No. 1:08-CV-538-SSB (S.D. Ohio)

To Class Counsel:

Edward W. Ciolko
Mark K. Gyandoh
KESSLER TOPAZ MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, Pennsylvania 19087
Telephone: (610) 667-7706
Facsimile: (610) 667-7056

Thomas J. McKenna
Gregory E. Egleston
GAINNEY MCKENNA & EGGLESTON
440 Park Avenue South
5th Floor
New York, NY 10016
Telephone: (212) 983-1300
Facsimile: (212) 983-0383

To Defendants' Counsel

James E. Burke
KEATING MEUTHING & KLEKAMP PLL
One East 4th Street
Suite 1400
Cincinnati, OH 45202
Telephone: (513) 579-6428
Facsimile: (513) 579-6457

The objector or his, her, or its counsel (if any) must serve copies of the objection(s) (together with any supporting materials) on counsel listed above and file the objection(s) and supporting materials with the Court no later than _____. If an objector hires an attorney to represent him, her, or it for the purposes of making an objection pursuant to this paragraph, the attorney must also serve a notice of appearance on counsel listed above and file it with the Court no later than _____. Any member of the Settlement Class or other Person who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred. Any responses to objections shall be filed with the Court and served on opposing counsel no later than

_____. There shall be no reply briefs. Defendants' counsel and Class Counsel shall promptly furnish each other with copies of any and all Objections to the Settlement that come into their possession.

11. Any additional briefs the Parties may wish to file in support of the Settlement shall be filed no later than _____.

12. **Appearance at Final Approval Hearing** – Any objector who files and serves a timely, written objection in accordance with paragraph 10 above may also appear at the Final Approval Hearing either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the Final Approval Hearing must serve a notice of intention to appear (and, if applicable, the name, address, and telephone number of the objector's attorney) on Class Counsel and Defendants' counsel (at the addresses set out above) and file it with the Court by no later than _____. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Final Approval Hearing, except for good cause shown.

13. **Notice Expenses** – The expenses of printing, mailing, and publishing the Class Notice and Publication Notice required herein shall be paid exclusively from the Settlement Fund.

14. **Termination of Settlement** – This Order shall become null and void, *ab initio*, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions as of January 15, 2016, the day immediately before the Parties reached agreement to settle the Action, if the Settlement is terminated in accordance with the terms of the Settlement Agreement.

15. **Use of Order** – This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation. This Order shall not be construed or used as an admission, concession, or declaration by or against Defendants of any finding of fiduciary status, fault, wrongdoing, breach, omission, violation of law, breach of duty, mistake, or liability. This Order shall not be construed or used as an admission, concession, or declaration by or against Named Plaintiffs or the Settlement Class that their claims lack merit, or that the relief requested in the Action is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have, including, but not limited to, any objections by Defendants to class certification, in the event that the Settlement Agreement is terminated. Moreover, the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Neither the fact of, nor any provision contained in, the Settlement Agreement or its exhibits, nor any actions taken thereunder, shall be construed as, offered into evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or admission of any kind as to the truth of any fact alleged or validity of any claim or defense that has been, could have been, or in the future might be asserted.

16. **Jurisdiction** – The Court hereby retains jurisdiction for purposes of implementing the Settlement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

17. **Continuance of Final Approval Hearing** – The Court reserves the right to continue the Final Approval Hearing without further written notice.

SO ORDERED this ____ day of _____, 2016.

Hon. Sandra S. Beckwith
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

DUDENHOEFFER, <i>et al.</i> ,
Plaintiffs
v.
FIFTH THIRD BANCORP, <i>et al.</i> ,
Defendants

Civil Action No. 1:08-CV-538-SSB

NOTICE OF CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS MIGHT BE AFFECTED IF YOU ARE A MEMBER OF THE FOLLOWING CLASS:

All Persons (excluding the Defendants and their Immediate Family Members) who were participants in or beneficiaries (including alternate payees) of the Fifth Third Bancorp 401(k) Savings Plan formerly known as the Fifth third Bancorp Master Profit Sharing Plan (the “Plan”) at any time between July 19, 2007 and January 15, 2016, (the “Class Period”), and whose accounts included investments in Fifth Third Stock.

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. YOU HAVE NOT BEEN SUED.

Judge Sandra S. Beckwith of the United States District Court for the Southern District of Ohio (the “Court”) has preliminarily approved a proposed settlement (the “Settlement”) of a class action lawsuit brought under the Employee Retirement Income Security Act of 1974 (“ERISA”). The Settlement will provide for a payment to the Plan and for allocation of the payment to members of the Settlement Class who had portions of their Plan accounts invested in Fifth Third Bancorp, Inc. (“Fifth Third”) Stock Fund (“Company Stock Fund”). The terms of the Settlement are summarized below.

The Court has scheduled a hearing (the “Final Approval Hearing”) to consider Named Plaintiffs’ motion for final approval of the Settlement and Class Counsel’s petition for attorneys’ fees and litigation expenses and for Case Contribution Awards to the Named Plaintiffs. The Final Approval Hearing before U.S. District Judge Sandra S. Beckwith has been scheduled for _____, at _____m., in the United States District Court for the Southern District of Ohio, Western Division, Potter Stewart United States Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202, Room ____, or such other courtroom as the Court may designate. Any objections to the Settlement or the petition for attorneys’ fees, reimbursement of expenses, or for Case Contribution Awards to the Named Plaintiffs must be served in writing on Class Counsel and on Defendants’ attorneys, as identified on Page 7 of this Notice of Class Action Settlement (“Notice”). The procedure for objecting is described below.

This Notice contains summary information with respect to the Settlement. The complete terms and conditions of the Settlement are set forth in a Settlement Agreement (“Settlement Agreement”). Capitalized terms used in this Notice, but not defined in this Notice, have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement is available at an Internet site dedicated to the Settlement, www.FifthThirdERISAsettlement.com.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT BY FOLLOWING THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.	If you are currently participating or have an account balance in the Plan and are a Settlement Class Member, any share of the Net Settlement Fund to which you are entitled will be deposited into your Plan account. If you are no longer a Plan participant but are a Settlement Class member whose Final Dollar Recovery as calculated by the Settlement Administrator is determined to be Two Hundred

QUESTIONS? VISIT WWW.FIFTHTHIRDERISASETTLEMENT.COM OR CALL TOLL-FREE XXX-XXX-XXXX
DO NOT CONTACT THE COURT OR FIFTH THIRD WITH YOUR QUESTIONS.

	Dollars (\$200.00) or more, such funds shall be paid to the Plan to be deposited in a Plan Account that the Plan Trustee shall establish for each such Former Plan Participant. If you are no longer a Plan participant but are a Settlement Class member whose Final Dollar Recovery is determined to be less than Two Hundred Dollars (\$200.00), such funds shall be paid directly to such Former Plan Participants by the Settlement Administrator.
YOU MAY OBJECT TO THE SETTLEMENT BY _____.	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and the attorneys for the Parties about why you object to the Settlement.
YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON _____.	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection in advance of the Final Approval Hearing AND you file a Notice of Intention To Appear, as described in the answer to Question 16 in this Notice.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

Further information regarding this litigation and this Notice may be obtained by contacting Class Counsel:

Edward W. Ciolko
Mark K. Gyandoh
KESSLER TOPAZ MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087
Telephone: (610) 667-7706
Facsimile: (610) 667-7056

Thomas J. McKenna
Gregory M. Egleston
GAINNEY MCKENNA & EGLESTON
440 Park Avenue South
5th Floor
New York, NY 10016
Telephone: (212) 983-1300
Facsimile: (212) 983-0383

Class Counsel has established a toll-free phone number to receive your comments and questions: XXX-XXX-XXXX. You may also send an email to FifthThirdERISAsettlement@ktmc.com. You should contact Class Counsel with any questions regarding this Settlement, not the Court, Fifth Third or counsel for the Defendants.

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QUESTIONS? VISIT WWW.FIFTHTHIRDERISASETTLEMENT.COM OR CALL TOLL-FREE XXX-XXX-XXXX
DO NOT CONTACT THE COURT OR FIFTH THIRD WITH YOUR QUESTIONS.

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SUMMARY OF SETTLEMENT

This litigation (the “Action”) is a class action in which Named Plaintiffs allege that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the Plan under ERISA arising from the Plan’s investments in Company Stock during the Class Period. A copy of the Complaint as well as other documents filed in the Action are available at www.FifthThirdERISASettlement.com or from Class Counsel. Defendants have denied and continue to deny all of the claims and allegations in the Action and deny any liability or wrongful conduct of any kind.

A Settlement Fund consisting of \$6,000,000.00 (Six Million U.S. Dollars) in cash (the “Settlement Amount”) is being established in the Action, in addition to certain structural changes (*i.e.*, Plan amendments) to the Plan, which are described in detail in the Settlement Agreement. The Settlement Amount will be deposited into an Escrow Account, and the Settlement Amount, together with any interest earned, will constitute the Settlement Fund. Payment of any taxes, approved attorneys’ fees and litigation expenses and payment of Case Contribution Awards to the Named Plaintiffs, and costs of administering the Settlement will be paid out of the Settlement Fund. After the payment of such fees, expenses, and awards, the amount that remains will constitute the Net Settlement Fund. The Net Settlement Fund will be allocated to Settlement Class members according to a Plan of Allocation to be approved by the Court.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Defendants strongly dispute the claims asserted in the Action and deny that they ever engaged in any wrongdoing, violation of law or breach of duty. Further, Named Plaintiffs would face an uncertain outcome if the Action were to continue. Continued litigation could result in a judgment greater or less than the benefits obtained as part of the Settlement, including the \$6 million cash payment, or in no recovery at all.

The Named Plaintiffs and the Defendants disagree on liability and do not agree on the amount that would be recoverable even if the Named Plaintiffs were to prevail at trial. The Defendants deny all claims and contentions by the Named Plaintiffs. The Defendants deny that they are liable to the Settlement Class and that the Settlement Class or the Plan has suffered any damages for which the Defendants could be held legally responsible. Having considered the uncertainty, costs and risks inherent in any litigation, particularly in a complex case such as this, the Named Plaintiffs and Defendants have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

STATEMENT OF ATTORNEYS’ FEES AND EXPENSES SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding attorneys’ fees not in excess of thirty-three and one third percent (33 1/3%) of the Settlement Amount (a maximum amount of \$2,000,000), plus reimbursement of expenses. Any amount awarded will be paid from the Settlement Fund. Defendants have no responsibility for payment of such fees and expenses.

WHAT WILL THE NAMED PLAINTIFFS GET?

The Named Plaintiffs will share in the allocation of the Net Settlement Fund on the same basis as all other members of the Settlement Class. In addition, the Named Plaintiffs will ask the Court to award up to \$10,000 to each of the Named Plaintiffs as Case Contribution Awards for their participation in the Action and representation of the Settlement Class. Any such awards will be paid solely from the Settlement Fund.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been a participant in or a beneficiary of the Plan during **the period from July 19, 2007 to January 15, 2016**, during which time your Plan account included an investment in Company Stock.

The Court directed that this Notice be sent to you because if you fall within the definition of the Settlement Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Fund will be paid to the Plan and then allocated among Settlement Class Members according to a Court-approved Plan of Allocation. This Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Southern District of Ohio, Eastern Division. The persons who sued on behalf of themselves and the Plan are called the “Named Plaintiffs,” and the people they sued are called “Defendants.” The Named Plaintiffs are John Dudenhoeffer and Alireza Partovipanah. The Defendants are The Fifth Third Bank Pension, Profit Sharing and Medical Plan Committee, Paul L. Reynolds, Nancy Phillips, Greg D. Carmichael, Robert Sullivan, Mary Turk, (collectively, the “Committee Defendants”), Kevin T. Kabat, and Fifth Third (together with the Committee Defendants, “Defendants”). The Action is known as *Dudenhoeffer, et al. v. Fifth Third Bancorp et al.*, No. 1:08-CV-538-SSB (S.D. Ohio).

2. WHAT IS THE ACTION ABOUT?

The Action claims that under ERISA, the Defendants owed fiduciary duties of loyalty, care, and prudence to the Plan and that they violated those duties in connection with the Plan’s investments in Fifth Third Stock.

During the Class Period, participants in the Plan were able to allocate their account balances among various investment funds, including the Company Stock Fund, a fund primarily invested in Fifth Third Stock. Many Plan participants chose to have contributions to the Plan invested in the Company Stock Fund.

Named Plaintiffs allege that Defendants violated ERISA by, among other things, permitting the Plan to hold shares of Fifth Third Stock during the Class Period when they knew or should have known it was imprudent to do so. Named Plaintiffs allege that Defendants knew or should have known that such investment was imprudent because, as explained in more detail in the Complaint, and among other things,

leading up to and during the Class Period, Fifth Third shifted significantly from its historically conservative lending practices and engaged in risky subprime lending. Plaintiffs also alleged that the Defendants failed to disclose the true state of affairs within the Company, thus causing the Company Stock to be artificially inflated in price during the Class Period. In addition, Plaintiffs alleged that by the start of the Class Period there had been a change in the risk profile and business prospects of the Company given its mismanagement and improper business practices.

THE DEFENSES IN THE ACTION

The Defendants deny all of the claims made in this Action including that allowing the Plan to hold Fifth Third Stock was imprudent or that they have liability to the Plan or its participants or beneficiaries. Defendants deny all of the claims and allegations made in the Action and deny that they ever engaged in any wrongful conduct, non-disclosure, violation of law or breach of duty. If the Action were to continue, the Defendants would raise numerous defenses to liability, including:

- Defendants did not engage in any of the allegedly improper conduct charged in the Complaint;
- Defendants were not fiduciaries of the Plan, or if they were fiduciaries, their fiduciary duties did not extend to the matters at issue in the Action;
- Defendants never failed to disclose any material information regarding the Company;
- Fifth Third Stock was at all times a prudent investment for the Plan and its participants;
- To the extent that they were fiduciaries as to the matters at issue in the Action, Defendants fully and prudently discharged all of their fiduciary duties under ERISA;
- Even if a court were to determine that Defendants failed to discharge any duty under ERISA, any such breach of fiduciary duty did not cause the Plan or its participants to suffer any loss.

THE ACTION HAS BEEN AGGRESSIVELY LITIGATED

Class Counsel have extensively investigated the allegations in the Action. Among other efforts, Class Counsel reviewed Plan-governing documents and materials, communications with Plan participants, Securities and Exchange Commission filings, press releases, public statements, news articles and other publications, and other documents regarding the matters that the Named Plaintiffs allege made Fifth Third Stock an imprudent Plan investment. Additionally, Class Counsel obtained and reviewed tens of thousands of pages of documents produced in a related securities case: *The Eshe Fund v. Fifth Third Bancorp, et al.* (W.D. Ohio). This Action was litigated by the Named Plaintiffs and Class Counsel for over six years before the Parties agreed on settlement terms. The initial complaint in this matter was filed against Defendants on August 12, 2008, by Named Plaintiff John Dudenhoeffer. Named Plaintiff, Alireza Partovipannah, filed his initial complaint on September 11, 2008. On September 21, 2009, Named Plaintiffs John Dudenhoeffer and Alireza Partovipannah filed a Consolidated Complaint. Defendants filed a Motion to Dismiss the Consolidated Complaint on October 5, 2009 which remained before the Court until it was granted on November 24, 2010. The Named Plaintiffs filed a Notice of Appeal to the United States Court of Appeals for the Sixth Circuit (“Sixth Circuit”) on December 22, 2010. Following full briefing, on September 5, 2012, the Sixth Circuit issued a decision reversing and remanding the District Court’s decision. Defendants petitioned the Sixth Circuit for a rehearing and rehearing *en banc*, which was denied on October 12, 2012. Thereafter, on December 14, 2012, Defendants petitioned for a writ of certiorari to the Supreme Court of the United States. The Supreme Court granted the petition. After full briefing by the Parties, the Supreme Court heard oral argument on the case on April 2, 2014, and on June 25, 2014, it issued a decision vacating and remanding the Sixth Circuit’s decision. While the Action was pending before the Sixth Circuit the Parties engaged in settlement discussions, which as discussed below, ultimately led to the resolution of this Action.

SETTLEMENT DISCUSSIONS

The proposed Settlement is the product of hard-fought, lengthy negotiations between Class Counsel and the Defendants’ counsel. Over the course of several months, beginning with an in-person mediation session on February 3, 2015, the Parties mediated under the auspices of Robert Kaiser, a mediator with the Sixth Circuit Office of the Circuit mediators. After that initial mediation session, the Parties continued their negotiations via several periodic telephonic conferences and numerous email exchanges. Following arm’s-length negotiations and this mediation session, on November 17, 2015, Named Plaintiffs and Defendants, through their respective attorneys, reached an agreement to settle the Action on behalf of all persons, except Defendants and their Immediate Family Members, who were participants in or beneficiaries of the Plan, at any time between July 19, 2007, and January 15, 2016 (the “Class Period”) and whose Plan accounts included investments in Fifth Third Stock, subject to the execution of definitive settlement documentation.

3. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called “class representatives” or “named plaintiffs,” sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the “class” and are referred to individually as “class members.” One case resolves the issues for all class members together. Because the wrongful conduct alleged in this Action is claimed to have affected a large group of people – participants in the Plan during the Class Period – in a similar way, the Named Plaintiffs filed this case as a class action.

4. WHY IS THERE A SETTLEMENT?

QUESTIONS? VISIT WWW.FIFTHTHIRDERISASETTLEMENT.COM OR CALL TOLL-FREE XXX-XXX-XXXX
DO NOT CONTACT THE COURT OR FIFTH THIRD WITH YOUR QUESTIONS.

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in no recovery at all or in a recovery that is less than the amount of the Settlement. Based on these factors, the Named Plaintiffs and Class Counsel have concluded that the proposed Settlement is in the best interests of all Settlement Class Members.

5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

You are a member of the Settlement Class if you fall within the definition of the Settlement Class preliminarily approved by Judge Sandra S. Beckwith: All Persons (excluding the Defendants and their Immediate Family Members) who were participants in or beneficiaries (including alternate payees) of the Plan at any time between July 19, 2007 and January 15, 2016 (the “Class Period”), and whose accounts included investments in Fifth Third Stock.

If you are a member of the Settlement Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

A Settlement Fund consisting of \$6,000,000 is being established in the Action. The amount of money that will be allocated among members of the Settlement Class, after the payment of any taxes and Court-approved costs, fees, and expenses, including attorneys’ fees and expenses of Class Counsel, any Court-approved Case Contribution Awards to be paid to the Named Plaintiffs, and payment of expenses incurred in calculating the Settlement payments and administering the Settlement, is called the Net Settlement Fund. The amount of the Net Settlement Fund will not be known until these amounts are quantified and deducted. The Net Settlement Fund will be allocated to members of the Settlement Class according to a Plan of Allocation to be approved by the Court. The Plan of Allocation describes how Settlement payments will be distributed to Settlement Class Members who receive a payment. Not every member of the Settlement Class will receive a Settlement payment.

If the Settlement is approved by the Court, all Settlement Class Members and anyone claiming through them shall be deemed to fully release Plaintiffs’ Released Persons from Plaintiffs’ Released Claims. The Plaintiffs’ Released Persons include Defendants, as well as Defendants’ heirs, trustees, estates, executors or administrators, attorneys, personal or legal representatives, accountants, auditors, and financial or investment advisors, in their capacity as such. The Released Claims are defined in the Settlement Agreement and include all claims that were or could have been asserted in the Action. This means that Settlement Class Members will not have the right to sue Plaintiffs’ Released Persons for claims related to the investment of Plan assets in Fifth Third Stock or related matters that occurred during the Class Period.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of Plaintiffs’ Released Persons and Plaintiffs’ Released Claims, are set forth in the Settlement Agreement (including its exhibits), which may be obtained at a dedicated Settlement Internet site, www.FifthThirdERISASettlement.com or by contacting Class Counsel listed on Page 2 above.

7. HOW MUCH WILL MY PAYMENT BE?

Your share (if any) of the Net Settlement Fund will depend on your alleged loss, compared to other Settlement Class Members’ alleged losses, related to Plan investments in Fifth Third Stock during the period from July 19, 2007 and January 15, 2016. Each Settlement Class Member’s share will be calculated according to a Court-approved Plan of Allocation by a third-party vendor (“Settlement Administrator”) designated by Class Counsel. Because the Settlement Amount and Net Settlement Fund are less than the total losses alleged by the Settlement Class, each Settlement Class Member’s portion of the Settlement Amount will be less than his or her alleged loss on their investment in Company Stock. You are not required to calculate the amount you may be entitled to receive under the Settlement as the Settlement Administrator will do so under the Plan of Allocation.

In general, your proportionate share of the Settlement will be calculated as follows: For each Settlement Class Member, the Settlement Administrator shall determine his or her approximate alleged net loss (“Net Loss”). $Net\ Loss = A + B - C - D$, where for each Settlement Class Member’s Plan account:

- His or her Net Loss will be equal to (A) the dollar value, if any, of his or her account balance invested in the Fifth Third Stock Fund on the first day of the Class Period (July 19, 2007); plus (B) the dollar value, if any, of all contributions or purchases of interests in the Fifth Third Stock Fund for his or her account during the Class Period, as of the time of the contribution(s) or purchase(s); minus (C) the dollar value, if any, of all dispositions of interests in the Fifth Third Stock Fund in his or her account during the Class Period, as of the time of the sale(s); minus (D) the dollar value, if any, of the balance in the Fifth Third Stock Fund remaining in his or her account on the close of the market on the last day of the Class Period (_____), or if a Settlement Class Member terminated his or her participation in the Plan before the end of the Class Period, the last day the Settlement Class Member was invested in the Fifth Third Stock Fund.
- All Net Losses will be aggregated to yield the total loss over the Class Period and each Class Member’s percentage of that total loss will be calculated.
- Applying that percentage to the Net Settlement Fund, the Settlement Administrator will calculate each Class Member’s share of those proceeds on a preliminary basis.
- All Settlement Class Members whose preliminary share is more than zero dollars (\$0) but less than or equal to five dollars (\$5.00) will be deemed to have a final share equal to zero dollars (\$0) and will not receive a Settlement distribution. Settlement Class Members whose preliminary share is more than five dollars (\$5.00) but less than or equal to nine dollars and ninety-nine cents (\$9.99) will be deemed to have a final share equal to nine dollars and ninety-nine cents (\$9.99). The Settlement Administrator will then recalculate the loss percentage of those Settlement Class Members whose preliminary share was greater than \$9.99, so as to arrive at each such Settlement Class Member’s final share.

QUESTIONS? VISIT WWW.FIFTHTHIRDERISASETTLEMENT.COM OR CALL TOLL-FREE XXX-XXX-XXXX
DO NOT CONTACT THE COURT OR FIFTH THIRD WITH YOUR QUESTIONS.

You will not be required to produce records that show your Plan activity. If you are entitled to a share of the Settlement Fund, your share of the Settlement will be determined based on the Plan's records for your account. If you have questions regarding the allocation of the Settlement proceeds, please contact Class Counsel listed on Page 2 above.

8. HOW MAY I RECEIVE A PAYMENT?

You do not need to file a claim. If you are a Class Member entitled to receive a share of the Settlement proceeds and you are a current Plan participant, your share will be deposited in your Plan account. If you are a Class Member entitled to receive a share of the Settlement proceeds but no longer a Plan participant, depending on the amount of your share of Settlement Proceeds, you will receive your share of the Settlement Proceeds one of two ways. If you are a former Plan participant whose final dollar recovery as calculated by the Settlement Administrator is determined to be two hundred dollars (\$200.00) or more, such funds shall be paid to the Plan to be deposited in a Plan Account that the Plan Trustee shall establish for each such former Plan participant. For former Plan participants whose final dollar recovery is determined to be less than two hundred dollars (\$200.00), such funds shall be paid directly to such former Plan participants by the Settlement Administrator. If you are a former Plan participant and have not provided the Plan with your current address, please contact Class Counsel listed on Page 2 above.

9. WHEN WOULD I GET MY PAYMENT?

The Settlement cannot be completed unless and until several events occur. These events include final approval of the Settlement by the Court, approval of the Settlement by an independent fiduciary to the Plan, transfer of the Net Settlement Fund to the Plan, and calculation of the amount of the Settlement owed to each Settlement Class Member. If objections are made to the Settlement or appeals are taken by objectors who oppose the approval of the Settlement, this process may take a long time to complete, possibly several years. The Settlement Fund, however, will be invested in secure, interest-bearing securities, and the interest income that is attributable to the Net Settlement Fund will be included in the amount paid to the Plan and allocated to Settlement Class Members.

There will be no payments if the Settlement Agreement is terminated.

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve, or materially modifies the Settlement Agreement, or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement Agreement is terminated, the Action will proceed again as if the Settlement Agreement had not been entered into. The Settlement is not conditioned upon the Court's approval of attorneys' fees and the reimbursement of expenses sought by Class Counsel and any appeal solely related thereto.

10. CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Settlement Agreement provides for certification of the Settlement Class as a non-opt-out class action under Federal Rule of Civil Procedure 23(b)(1), and the Court has preliminarily determined that the requirements of that rule have been satisfied. Thus, it is not possible for any Settlement Class Members to exclude themselves from the Settlement. As a Settlement Class Member, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise released under the Settlement.

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve it. For more information on how to object to the Settlement, see the answer to Question 13 below.

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

The Court has preliminarily appointed the law firms of Kessler Topaz Meltzer & Check, LLP and Gainey McKenna & Egleston as Class Counsel for the Named Plaintiffs in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for the award of attorneys' fees of not more than one third (33 1/3%) of the Settlement Amount, plus reimbursement of expenses incurred in connection with the prosecution of the Action. This motion will be considered at the Final Approval Hearing described below. Defendants do not have any position on that matter before the Court.

OBJECTING TO THE ATTORNEYS' FEES

By following the procedures described in the answer to Question 13, you can tell the Court that you do not agree with the fees and expenses the attorneys intend to seek and ask the Court to deny their motion or limit the award.

13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter or other writing saying that you object to the Settlement in *Dudenhoeffer et al. v. Fifth Third Bancorp, Inc., et al.*, Case No. 1:08-CV-538-SSB. Be sure to include your name, address, telephone number, signature, and a full explanation of all the reasons why you object to the Settlement. **Your written objection must be received by the following counsel no later than _____.**

CLASS COUNSEL

DEFENDANTS' COUNSEL

Edward W. Ciolko
Mark K. Gyandoh
KESSLER TOPAZ MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087
Telephone: 610-667-7706
Facsimile: 610-667-7056

James E. Burke
KEATING MEUTHING & KLEKAMP PLL
One East 4th Street
Suite 1400
Cincinnati, OH 45202
Telephone: (513) 579-6428
Facsimile: (513) 579-6457

Thomas J. McKenna
Gregory M. Egleston
GAINEY MCKENNA & EGLESTON
440 Park Avenue South
5th Floor
New York, NY 10016
Telephone: (212) 983-1300
Facsimile: (212) 983-0383

You must also file your objection with the Clerk of the Court of the United States District Court for the Northern District of Illinois, Eastern Division no later than _____. The address is:

Clerk of the Court
United States District Court for the Southern District of Ohio, Western Division
Potter Stewart United States Courthouse
Room 103, 100 East Fifth Street, Cincinnati, Ohio 45202

The objection must refer prominently to *Dudenhoeffer, et al. v. Fifth Third Bancorp, et al.*, Case No. 1:08-CV-538-SSB.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Final Approval Hearing, and you may ask to speak, but you do not have to attend. **It is your obligation to ensure that your written objection is received by counsel and filed with the Court by no later than _____.**

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Final Approval Hearing at _____ m. on _____, at the United States District Court for the Southern District of Ohio, Western Division, Potter Stewart United States Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202 in the courtroom of Judge Sandra S. Beckwith, or such other courtroom as the Court may designate. **The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class, so if you wish to attend, you should confirm the date and time of the Final Approval Hearing with Class Counsel before doing so.** At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the motions for attorneys' fees and reimbursement of expenses and for Case Contribution Awards for the Named Plaintiffs. The Parties do not know how long these decisions will take or whether appeals will be filed.

15. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement. You also may pay your own lawyer to attend the Final Approval Hearing, but such attendance is also not necessary.

16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection in advance of the Final Approval Hearing AND you file a Notice of Intention To Appear, as described in this paragraph. To do so, you must file with the Court a letter or other paper called a "Notice of Intention To Appear at Final Approval Hearing in *Dudenhoeffer, et al. v. Fifth Third Bancorp, et al.*, Case No. 1:08-CV-538-SSB." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention To Appear must be received by the attorneys listed in the answer to Question 13 above, no later than _____, and must be filed with the Clerk of the Court at the address listed in the answer to Question 13.

IF YOU DO NOTHING

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Settlement Class Member, you will participate in the Settlement of the Action as described above in this Notice.

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed on Page 2 above. Copies may also be obtained at a

dedicated Settlement website, www.FifthThirdERISAsettlement.com, by calling the toll-free number, xxx-xxx-xxxx, or by sending an email to FifthThirdERISAsettlement@ktmc.com. You are encouraged to read the complete Settlement Agreement.

DATED: _____, 2016

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, THE COMPANY, OR DEFENDANTS REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

DUDENHOEFFER, *et al.*,

Plaintiffs

v.

FIFTH THIRD BANCORP, *et al.*,

Defendants

Civil Action No. 1:08-CV-538-SSB

**NOTICE BY PUBLICATION OF PROPOSED
CLASS ACTION SETTLEMENT AND SETTLEMENT HEARING**

TO: ALL PERSONS (EXCLUDING DEFENDANTS AND THEIR IMMEDIATE FAMILY MEMBERS) WHO WERE PARTICIPANTS IN OR BENEFICIARIES (INCLUDING ALTERNATE PAYEES) OF THE FIFTH THIRD BANCORP 401K SAVINGS PLAN FORMERLY KNOWN AS THE FIFTH THIRD BANCORP MASTER PROFIT SHARING PLAN (“PLAN”) AT ANY TIME BETWEEN JULY 19, 2007 AND JANUARY 15, 2016 (THE “CLASS PERIOD”) AND WHOSE PLAN ACCOUNT INCLUDED INVESTMENTS IN FIFTH THIRD STOCK.

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE.

A Settlement has been preliminarily approved by a federal court in a class action lawsuit against Fifth Third Bancorp (“Fifth Third” or the “Company”), and certain individuals, including former officers and directors of Fifth Third, alleging breaches of fiduciary duties under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The lawsuit is referred to herein as the “Action.” This Settlement will provide for a Settlement Amount of \$6,000,000 (Six Million U.S. Dollars) to the Plan, minus Court-approved attorneys’ fees and expenses, costs of administering the Settlement, and Case Contribution Awards to the Named Plaintiffs, as well as certain structural changes (*i.e.*, amendments) to the Plan as described more fully in the Settlement Agreement, without any admission of wrongdoing or fault by any of the Defendants. The Settlement Amount will be allocated pursuant to the Court-approved Plan of Allocation to Plan participants who were invested in Fifth Third Stock during the Class Period. The United States District Court for the Southern District of Ohio authorized this Notice. A final approval hearing (the “Final Approval Hearing”) will be held on _____, at _____, . m. before the Honorable Sandra S. Beckwith, United States District Court Judge to determine, among other things (as set forth in the Parties’ proposed Final Approval Order): (1) whether the proposed Settlement should be granted final approval; (2) whether the proposed Plan of Allocation is fair, reasonable, and adequate; (3) whether Class Counsel’s request for an award of attorneys’ fees, expenses and for Case Contribution Awards to the Named Plaintiffs relating to their representation of the Settlement Class should be approved; and (4) whether the Action and the claims of the members of the Settlement Class against Defendants should be dismissed on the merits with a direction to the Clerk of the Court to enter final judgment, finding that there is no just reason for delay of enforcement or appeal of the Order as set forth in the Settlement Agreement filed with the Court. The Final Approval Hearing will be held at the United States District Court for the Southern District of Ohio, Western Division, Potter Stewart United States Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202, Room ___ or such other courtroom as the Court may designate.

If you are a member of the Settlement Class as defined above, your rights may be affected by the proposed Settlement and release of Parties and claims, as set forth in the Settlement Agreement. The Defendants and their Immediate Family Members are excluded from the Settlement.

You do not have the right to exclude yourself from the Settlement in this case, but you do have the right to object by writing to the Court. Any objection to the Settlement, must be filed with the clerk of the Court and served upon each of the following law firms **no later than** _____, at the addresses listed below:

<p>CLERK Clerk of the Court United States District Court for the Southern District of Ohio, Western Division Potter Stewart United States Courthouse Rom 103 100 East Fifth Street Cincinnati, Ohio 45202</p>	<p>CLASS COUNSEL Edward W. Ciolko Mark K. Gyandoh KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087 Telephone: (610) 667-7706 Facsimile: (610) 667-7056 Thomas J. McKenna Gregory M. Egleston</p>	<p>DEFENDANTS’ COUNSEL James E. Burke KEATING MEUTHING & KLEKAMP PLL One East 4th Street Suite 1400 Cincinnati, OH 45202 Telephone: (513) 579-6428 Facsimile: (513) 579-6457</p>
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EGLESTON
440 Park Avenue South
5th Floor
New York, NY 10016
Telephone: (212) 938-1300
Facsimile: (212) 938-0383

If the Settlement is approved by the Court and you are a member of the Settlement Class, you will receive any Settlement payment you are entitled to receive under the Settlement Agreement without having to file a claim.

If you are a member of the Settlement Class and have not yet received the Class Notice, or if you want more information regarding anything in this Publication Notice, you may obtain such information by visiting www.FifthThirdERISAsettlement.com, calling toll-free xxx-xxx-xxxx, by writing to Class Counsel listed above or sending an email to FifthThirdERISAsettlement@ktmc.com.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, THE COMPANY, OR DEFENDANTS REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

DATED: _____

By Order of the United States District Court, Southern District of Ohio