

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement”) is made by and between plaintiff Kelley Hendrickson (“Plaintiff”), on behalf of herself and the Settlement Class Members (as defined below), on the one hand, and Defendants Fifth Third Bank (“Fifth Third Bank”) and 11th Hour Recovery, Inc. (“11th Hour” and together, with Fifth Third Bank, the “Defendants”) on the other hand (collectively, the “Parties”). The Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Approval Order (as defined below), all claims of the Plaintiff and the Settlement Class Members in the action entitled *Kelley Hendrickson, et. al. v. Fifth Third Bank et al.*, U.S. District Court, District of Minnesota, Case No. 18-cv-00086 (WMW/TNL) (the “Action”) shall be fully, finally, and forever settled, compromised and released upon the terms and conditions contained herein.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. In the Action, Plaintiff asserted claims on behalf of herself and a purported class of others similarly situated, that Defendants violated Minn. Stat. § 336.9-609 and the Minnesota common law of conversion, by failing to send a *Cobb* notice (*i.e.*, “right to cure notice”) prior to the repossession of automobiles in which Fifth Third Bank had been granted a security interest, and that 11th Hour violated the Fair Debt Collection Practices Act (“FDCPA”) (15 U.S.C. § 1692f(6)).

B. Defendants vigorously deny all claims asserted in the Action and deny all allegations of wrongdoing and liability. Defendants nevertheless desire to fully, finally, and forever settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, and uncertainty of continuing these proceedings.

C. This Agreement resulted from and is the product of extensive, good faith, arm's length negotiations, including, but not limited, to a full-day private mediation conducted by United States Magistrate Judge Morton Denlow (Ret.) on May 30, 2019 in Chicago, IL. In addition, the Parties engaged in several meet and confer conferences via telephone and through email correspondence.

D. Plaintiff and Class Counsel have investigated the facts and law underlying the claims asserted in the Action. Plaintiff and Class Counsel requested, and Defendants produced, documents regarding Plaintiff's claims. Class Counsel also engaged in numerous discussions with Defendants in-person, via telephone, and through email correspondence regarding the claims. Prior to the date of a Court hearing seeking Preliminary Approval (as defined below), Plaintiff and Class Counsel shall obtain confirmatory discovery from Defendant Fifth Third Bank as contemplated in Section III.N.

E. After having weighed the benefits to the putative class associated with a prompt and certain resolution of the Action against the significant cost, risk, and delay that continued prosecution of the action could involve, Plaintiff and Class Counsel concluded that Settlement on the terms set forth in this Agreement is fair, reasonable and adequate, and that the Settlement reached is in the best interest of the Settlement Class Members.

F. As a result of these efforts, the Parties enter into this Agreement, subject to Preliminary Approval and Final Approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, to fully, finally and forever resolve, discharge, and release all rights and claims of Plaintiff and the Settlement Class Members in exchange for Fifth Third Bank's agreement to pay the sum of Nine Hundred Thousand Dollars (\$900,000) in cash and Account Credits (as described in Sections III.C, III.F, and III.G below), and additional consideration described below with respect to credit reporting. The Parties also agreed that any portion of the Settlement Fund (as defined below) remaining from uncashed checks shall be distributed to a *cy pres* recipient, the Federal Bar Association, Minnesota Chapter's *Pro Se* Project.

G. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims, is an accord and satisfaction with respect to such disputed claims, and shall be a defense to such disputed claims if raised again in the future. This Agreement is inadmissible as evidence against any Party except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement.

H. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree to the Settlement, subject to approval by the Court, as follows:

II. DEFINITIONS

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. "Account Balance" means all principal, interest, fees, and charges that remain due and owing to Fifth Third Bank under the terms of any retail installment contract to which any person in the Settlement Class is a party and which was secured by a vehicle repossessed by or on behalf of Fifth Third Bank.

2. "Account Credit" means a one-time credit against an Account Balance owed by a Settlement Class Member to Fifth Third Bank on the retail installment contract pursuant to which the Settlement Class Member's vehicle was repossessed. Account Credits may be issued to Settlement Class Members eligible to receive a Settlement Award as fully described in Section III.C.

3. "CAFA Notice" refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

4. “Class Counsel” means Adam R. Strauss, Tarshish Cody, PLC and Thomas J. Lyons, Jr., Consumer Justice Center, P.A.

5. “Class Data” refers to: (i) the class data and analysis that Fifth Third Bank provided to Class Counsel on April 23, 2019, in a spreadsheet, as updated in final form on September 17, 2019; (ii) which identifies and provides additional information related to the unique accounts for borrowers who, between December 12, 2013, and February 18, 2019, had one or more cars repossessed by Fifth Third in Minnesota after having made at least two late payments (defined as a payment with an effective date beyond Fifth Third’s grace period for the due date to which the payment corresponds), excluding those borrowers: (a) who went through bankruptcy without reaffirming their loan agreement with Fifth Third in the bankruptcy proceedings, or (b) voluntarily surrendered their vehicle for repossession, or (c) whose vehicle was repossessed after the borrower’s death; and (iii) which totaled six-hundred and seventy-seven (677) unique accounts. The Class Data determined the size of the Settlement Class.

6. “Class List” means the: (1) name; (2) account number; (3) last known mailing address; (4) e-mail address if known; and (5) the Account Balance owed for each Settlement Class Member.

7. “Class Notice” or “Notice Program” means all types of notice that will be provided to the Settlement Class, including the Mail Notice, E-mail Notice, Website Notice, and Toll-Free Settlement Hotline Notice (as those terms are defined below), and any different or additional notice that might be ordered by the Court. A description of the contemplated Notice Program is provided in Section III.E.

8. “Court” means the United States District Court for the District of Minnesota.

9. “Credit Bureaus” means TransUnion, Experian, Equifax, and Innovis, which constitute credit reporting agencies to which Fifth Third Bank reports information

regarding consumer installment loan accounts, including those associated with the Settlement Class Members.

10. “Defendants’ Counsel” means, together, all counsel of record for Fifth Third Bank and 11th Hour.

11. “Effective Date” means the fifth business day after occurrence of the last of the following events:

- a. The Parties, Defendants’ Counsel, and Class Counsel have executed this Agreement;
- b. The entry, without material change, of the Final Approval Order; and
- c. The final disposition of any related appeals, and in the case of no appeal or review being filed, expiration of the applicable period to appeal.

12. “E-mail Notice” means the notice that will be provided pursuant to Section III.E.1.b of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit A.

13. “FDCPA Class” means all Minnesota consumers whose vehicles were repossessed by or on behalf of Fifth Third Bank between December 12, 2016, and February 18, 2019, who, prior to the repossession, made at least two or more late payments on their vehicle(s) that were accepted by Fifth Third Bank. Excluded from the FDCPA Class are consumers: (1) whose debts were discharged in bankruptcy prior to repossession, without formally reaffirming their loan agreement in the bankruptcy proceeding; (2) whose vehicles were repossessed due to the death of the consumer; and (3) whose vehicles were voluntary surrendered by the consumer. The Parties reasonably believe that the size of the FDCPA Class is four-hundred and three (403) unique accounts, as identified in the Class Data.

14. “Final Approval Hearing” means the date of the hearing when the Court considers the Plaintiff’s request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees and costs awarded to Class Counsel and the amount of the Class Representative Award to Plaintiff.

15. “Final Approval Order” or “Final Approval” means the order and judgment the Court enters upon finally approving the Settlement in connection with the Final Approval Hearing, the proposed form of which is attached hereto as Exhibit D.

16. “Fund” or “Settlement Fund” means the sum of Nine Hundred Thousand Dollars (\$900,000) in cash and Account Credits to be paid pursuant to Section III.C.

17. “Mail Notice” means the notice that will be provided pursuant to Section III.E.1.a of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit A.

18. “Minnesota consumer” means any Settlement Class Member who, on the date of repossession, was a natural person who was a resident of the State of Minnesota.

19. “Notice Costs” means the costs of printing and providing notice to persons in the Settlement Class (including, but not limited to, costs for Class Notice such as Mail Notice, Website Notice, and any different or additional notice ordered by the Court).

20. “Notice Deadline” shall have the meaning set forth in Section III.B.1 of this Agreement.

21. “Opt-Out and Objection Deadline” shall have the meaning set forth in Section III.B.1 of this Agreement.

22. “Preliminary Approval” means the date the Court enters, without material change, the Preliminary Approval Order.

23. “Preliminary Approval Order” means the order the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit C.

24. “Released Claims” shall have the meaning set forth in Section III.F of this Agreement. The “Releases” means all of the releases contained in Section III.F of this Agreement.

25. “Released Parties” means those persons and entities released as set forth in Section III.F of this Agreement.

26. “Releasing Parties” shall have the meaning set forth in Section III.F of this Agreement.

27. “Repossession Class” means all Minnesota consumers whose vehicles were repossessed by or on behalf of Fifth Third Bank between December 12, 2013, and February 18, 2019, who, prior to the repossession, made two or more late payments on their vehicle(s) that were accepted by Fifth Third Bank. Excluded from the Repossession Class are Minnesota consumers: (1) whose debts were discharged in bankruptcy prior to repossession, without formally reaffirming their loan agreement in the bankruptcy proceeding; (2) whose vehicles were repossessed due to the death of the consumer; and (3) whose vehicles were voluntary surrendered by the consumer. The Parties reasonably believe that the size of the Repossession Class is six-hundred and eighty-two (682) unique accounts, as identified in the Class Data.

28. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

29. “Settlement Administrator” means the independent third-party entity, subject to approval by the Court, that is responsible for providing the Class Notice as well as any other services related to administration of the Settlement. The Parties shall work together cooperatively to select a mutually agreeable Settlement Administrator that is an approved vendor of Fifth Third Bank.

30. “Settlement Award” means the combination of Account Credits and cash payments that may be available to each eligible Settlement Class Members pursuant to Section III.C.

31. “Settlement Class” means the total class members and/or the combination of both the FDCPA Class and the Repossession Class (defined above).

32. “Settlement Class Member” means any person in the Settlement Class who does not request exclusion from the Settlement pursuant to the terms of this Agreement and the Preliminary Approval Order.

33. “Settlement Costs” means: (i) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (ii) any Class Representative Award to Plaintiff approved by the Court (“Class Representative Award”); (iii) all Notice Costs; (iv) all other costs of administering the Settlement, including, but not limited to, the cost of printing and mailing settlement payments; and (v) the fees, expenses, and all other costs of the Settlement Administrator.

34. “Settlement Website” means the website dedicated to the Settlement, on which will be posted the Mail Notice, the Website Notice, a copy of this Agreement, the Preliminary Approval Order, the operative Complaint, and any other materials the Parties agree to include. The Settlement Administrator shall secure a URL for the Settlement Website that is acceptable to the Parties.

35. “Website Notice” means the website notice provided pursuant to Section III.E.1.c of this Agreement, substantially in the form attached hereto as Exhibit B. The Website Notice will be posted on the Settlement Website.

B. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. TERMS OF SETTLEMENT

A. Conditional Certification of the Settlement Class. Solely for the purposes of settlement, providing Class Notice, and implementing the Settlement, the Parties agree to conditional certification of the Settlement Class. The Parties stipulate, subject to Court approval, to the appointment of Thomas J. Lyons, Jr., Consumer Justice Center, P.A. and Adam R. Strauss, Tarshish Cody, PLC as Class Counsel. If the Settlement is not finally approved by the Court or is not finalized for any reason whatsoever, the certification of the Settlement Class is void, the Action will return to its status as it existed prior to execution of this Agreement, and no doctrine of waiver,

estoppel, or preclusion will be asserted in any class certification proceeding, in response to any motion seeking to compel arbitration, or in any other aspect of the Action or any other proceeding. No agreements, documents, or statements exchanged, made by or entered into by any of the Parties in connection with the Settlement, or in negotiating the Settlement, may be used by Plaintiff, Defendants, any person in the Settlement Class, or any other person as evidence of or to establish liability, any defense, or any of the elements of class certification, whether in the Action or in any other proceeding.

B. Preliminary Approval.

1. Preliminary Approval Motion. Within twenty (20) days following complete execution of this Agreement, Plaintiff will file this Agreement with the Court and move the Court for entry of the Preliminary Approval Order, which shall include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate, and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) for settlement purposes only, conditionally certify the Settlement Class, appoint Class Counsel as counsel for the Settlement Class, and appoint Kelley Hendrickson as the class representative for settlement purposes only; (c) approve the form of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class, and set a deadline thirty (30) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene in the Action (the “Opt-Out and Objection Deadline”); (f) pending final determination of whether the Settlement should be approved, bar and enjoin all persons in the Settlement Class, directly, on a

representative basis, or in any other capacity, from commencing, prosecuting, or maintaining against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (g) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (h) schedule a hearing on Final Approval of the Settlement, which shall be scheduled at the Court's convenience no earlier than thirty (30) days after the Opt-Out and Objection Deadline; and (i) set the deadline for Class Counsel to file a motion for Attorneys' Fees, Costs, and Class Representative Award twenty-one (21) days prior to the Opt-Out and Objection Deadline.

2. Consent to Magistrate. The Parties shall consent to the Honorable Tony N. Leung, United States Magistrate Judge for the District of Minnesota to hear and decide the Preliminary Approval Motion.

3. Stay/Bar of Proceedings. Subject to Court approval, the parties stipulate that all proceedings in the Action shall be stayed following entry of the Preliminary Approval Order, except as may be necessary to effectuate the Settlement. Pending determination of whether the Settlement should be granted Final Approval, Plaintiff, persons in the Settlement Class, and Defendants agree not to pursue any claims or defenses otherwise available to them in relation to the Action against one another, and further agree that the Final Approval Order shall include an injunction that no Settlement Class Member, and no person acting or purporting to act directly on behalf of a Settlement Class Member, or acting on a representative basis or in any other capacity, will commence, prosecute, or maintain against any of the Released Parties any action or proceeding asserting any of the Released Claims. The Preliminary Approval Order will enjoin the commencement, prosecution, or maintenance of the Released Claims by persons in the Settlement Class. The Settlement will be conditioned upon the entry of such an injunction in both the Preliminary Approval Order and the Final Approval Order and absent such an injunction is voidable.

C. Settlement Considerations.

1. The Settlement Fund. As full, final and complete consideration for the Settlement, Fifth Third Bank shall pay a total sum of \$900,000.00 (as defined above, the “Fund”), in cash and Account Credits as described in this Agreement, in full, final and complete settlement of the Released Claims of Plaintiff and the Settlement Class Members. The Fund shall be used to satisfy all payments to be made pursuant to the Settlement including, without limitation, all Settlement Costs, all Settlement Awards (as detailed below), and the Remaining Funds (defined below) distribution to a *cy pres* recipient. Under no circumstances shall Fifth Third Bank be required to provide any further consideration in addition to the Fund in connection with the Settlement, except as expressly provided for in this Agreement. The Fund shall be reduced by Settlement Costs prior to making any Settlement Awards to Settlement Class Members.

2. Settlement Awards. Except as set forth herein, Settlement Class Members will be entitled to a Settlement Award. Following the deduction of Settlement Costs, the remaining balance of the Fund shall be distributed as the Settlement Award, and payable through a combination of cash and an Account Credit, as described below and in Sections III.C.3 - 6, and subject to Court approval:

- a. Approximately seven-hundred and eighteen dollars and fifty-seven cents (\$718.57) for each Settlement Class Member in the Repossession Class, excluding Plaintiff.
- b. Each Settlement Class Member in the FDCPA Class, excluding Plaintiff, may receive an additional one-hundred and fifty dollars and zero cents (\$150.00) in addition to the amounts described in Section III.C.2.a.
- c. These amounts are subject to *pro rata* adjustment depending on the balance of the Fund remaining after payment of all Settlement Costs based on final determination of the Settlement Class. The Settlement Award, whether cash, Account Credit, or both, will be divided equally among each account

(i.e., if there is a primary borrower and a co-signer, they will jointly receive the benefit of the Settlement Award on a per account basis, rather than each receiving his/her own check or separate credit).

3. Account Credits. In its sole discretion, Fifth Third Bank may elect to satisfy Settlement Awards through Account Credits, provided that any Settlement Class Members receiving Account Credits have an existing Account Balance as of the Effective Date. To the extent the existing Account Balance is less than the amount of the Settlement Award, Settlement Class Members will receive a cash award of the amount of any remaining Settlement Award to which they are entitled after their existing Account Balance is extinguished.

4. Settlement Award Payments. If the Settlement Class Member is eligible to receive a cash payment after Fifth Third exercises its discretion to issue Account Credits as described above, such cash payments shall be paid out of the Fund remaining after payment of all Settlement Costs. The Settlement Administrator shall mail, by first class mail, a check to each eligible Settlement Class Member entitled to a cash payment, to the address on file with Fifth Third Bank (as updated by the Settlement Administrator pursuant to Section III.E.1.a hereof). If there are multiple Settlement Class Members associated with a single account, only one check will be issued relative to the account, and the check will be made payable jointly to all Settlement Class Members associated with the account and mailed to the primary Fifth Third Bank borrower associated with the account, based on Fifth Third Bank records. If the address for the primary borrower associated with an account cannot be confirmed by the Settlement Administrator, the check shall be mailed to any other Settlement Class Member associated with the account whose address can be so confirmed. If no borrower associated with an account can be located, the amount of the check they would have received will be allocated to the *cy pres* award. The Settlement Administrator will perform skip tracing and re-mailing, as reasonably necessary to effectuate delivery of checks; all costs of such work will be considered Settlement Costs

and paid from the Fund. Checks will be valid for ninety (90) days after the date on the check. Any Settlement Class Member who fails to negotiate the check within the ninety (90) day period forever waives and releases his or her claims for payment of the amount represented by the settlement check, which shall be returned to the Fund and allocated to the *cy pres* award.

5. Credit Reporting. Fifth Third Bank will request that the Credit Bureaus delete the tradeline relating to the vehicle that was repossessed for the Settlement Class Members. Fifth Third Bank will provide Class Counsel written confirmation of the transmission of Automated Universal Dataform (“AUD”) forms, written requests, and/or other documentation used by Fifth Third Bank to submit these deletion requests to the Credit Bureaus. Fifth Third Bank does not represent or warrant that the Credit Bureaus will take any particular action in response to its requests made pursuant to this paragraph. Fifth Third Bank will not be liable for a Credit Bureaus’ failure to make requested updates.

6. Time of Payments, Account Credits, and Credit Reporting. Payment of Settlement Costs, cash payments of Settlement Awards, Account Credits, and Credit Reporting shall occur in the following sequence:

- a. Administrative Costs. Within twenty-one (21) days following the Court’s entry of the Preliminary Approval Order, Fifth Third Bank shall provide to the Settlement Administrator the Notice Costs and settlement administration fees invoiced by the Settlement Administrator. Such payments shall be considered Settlement Costs and shall be credited against the Fund.
- b. Payment of Attorneys’ Fees and Class Representative Award. Within twenty-one (21) days of the Effective Date, Fifth Third Bank shall pay to Class Counsel any attorneys’ fees and expenses approved by the Court and shall pay to Plaintiff the cash portion of any Class Representative Award

approved by the Court. Such payments shall constitute Settlement Costs and shall be credited against the Fund.

- c. Account Credits. If elected, Account Credits will be issued directly by Fifth Third Bank to accounts of eligible Settlement Class Members within thirty (30) days following the Effective Date. Each Account Credit shall constitute some or all of the Settlement Award and shall be credited against the Fund.
- d. Payment of Remainder of Fund. Within forty-five (45) days of the Effective Date, Fifth Third shall provide to the Settlement Administrator funds sufficient to pay the balance of the Fund necessary to pay any remaining Settlement Costs and the cash portions of Settlement Awards— after Fifth Third Bank exercises its discretion to issue Account Credits as described above—which the Settlement Administrator shall disburse.
- e. Distribution of Payments to Settlement Class Members. Within sixty (60) days following the Effective Date, the Settlement Administrator shall distribute to Settlement Class Members any cash portion of their respective Settlement Awards.
- f. Credit Reporting Requests. Within ninety (90) days of the Effective Date, Fifth Third Bank will make the credit reporting requests to the Credit Bureaus contemplated by Section III.C.5 above.
- g. Remaining Funds. Any monies that remain undistributed more than ninety (90) days following the last day for checks to be cashed as set forth in Section III.C.4 above (“Remaining Funds”) shall be distributed to the Federal Bar Association, Minnesota Chapter, *Pro Se* Project, as *cy pres*, subject to Court approval. No Remaining Funds shall revert to Defendants.
- 7. Return of Funds Upon Termination. In the event the Settlement is not approved, or is terminated canceled, or final approval is reversed on appeal, or the

Settlement fails to become effective for any reason, the remaining Fund, less expenses and taxes incurred or due and owing and payable from the Fund in accordance with this Agreement, shall be returned to Fifth Third Bank within five (5) business days following the event triggering non-approval, termination, cancellation, or failure to become effective.

8. Obligations of Settlement Class Members Unaffected by Settlement. With the exception of the issuance of Account Credits to the Settlement Class Members by Fifth Third Bank pursuant to this Agreement and the Releases set forth in Section III.F, the Settlement shall not affect debts owed and/or contracts between Plaintiff or Settlement Class Members and Fifth Third Bank, or any existing or future obligations thereto between Plaintiff or Settlement Class Members and Fifth Third Bank.

9. Taxes. Defendants shall have no responsibility for payment of taxes or tax-related expenses, and no representations are made concerning accounting for tax purposes of any consideration received as a result of the Settlement.

D. Settlement Administrator. The Settlement Administrator shall administer the Class Notice Program and the Settlement distribution process. The Parties agree to work cooperatively to select a mutually agreeable, independent third-party Settlement Administrator that is an approved vendor of Fifth Third Bank. Within ten (10) days following the Court's entry of the Preliminary Approval Order, Fifth Third Bank shall disclose to the Settlement Administrator and to Class Counsel, on a confidential basis, the Class List. Except as expressly set forth in this Agreement, the Settlement Administrator shall maintain the Class List in a secure and confidential manner, shall not share the Class List with any other person or entity, and shall not use the Class List for any purpose except implementation of this Settlement.

E. Settlement Class Notice Program. The Settlement Administrator will provide Class Notice in the forms approved by the Court, as detailed below, by the Notice Deadline.

1. Direct Notice. The Direct Notice will include summary information pursuant to Fed. R. Civ. P. 23(c)(2)(B), refer to the Settlement Website (discussed in Section II.A.32 and below), refer to the Toll-Free Settlement Hotline, reference the

distribution of the Settlement Awards, and include information regarding the Settlement. The Settlement Administrator will provide individual notice as follows:

- a. Mail Notice. Notice by U.S. Mail to the most recent mailing address of each person in the Settlement Class as reflected in the Class List (the “Mail Notice”) by the Notice Deadline. A National Change of Address update shall be performed by the Settlement Administrator before mailing the Mail Notice; all costs of this update will be considered Settlement Costs and paid from the Fund. Skip tracing shall be performed for all returned direct mail; all costs of skip tracing will be considered Settlement Costs and paid from the Fund. The proposed form of Mail Notice, subject to Court Approval, is attached hereto as Exhibit A.
 - b. E-mail Notice. Notice shall be sent to all persons in the Settlement Class for whom Fifth Third Bank has an e-mail address associated with a relevant account (the “E-mail Notice”). E-mails sent shall have a “return receipt” or other such function that permits the Settlement Administrator to reasonably determine whether e-mails have been delivered and/or opened. E-mails shall have a hyperlink that class member recipients may click and be taken to a landing page on the Settlement Website. The proposed form of E-mail Notice, subject to Court Approval, is attached hereto as Exhibit A.
2. Website Notice. In addition to the Mail Notice and Email Notice set forth above, the Settlement Administrator shall create, administer and monitor the Settlement Website. The Settlement Website shall be made public beginning on the Notice Deadline. The proposed form of Website Notice, subject to Court Approval, is attached hereto as Exhibit B. The Settlement Website shall be deactivated 240 days after the Effective Date.
 3. Toll-Free Settlement Hotline Notice. The Settlement Administrator will establish and maintain an automated toll-free telephone line for persons in the Settlement Class to call with, and/or to leave questions or messages regarding, Settlement-related

inquiries, to answer the questions of persons who call with or otherwise communicated such inquiries (except that the Settlement Administrator shall not give, and shall not be expected to give, legal advice).

4. CAFA Notice. Defendants shall be responsible for timely compliance with all CAFA Notice requirements and will confirm, in writing, to Class Counsel that such notices were timely submitted.

F. Releases. As of the Effective Date, Plaintiff and the Settlement Class Members will be deemed to provide, and will have made, the following releases:

1. Released Parties. The Released Parties include (a) Fifth Third Bank, (b) 11th Hour Recovery, Inc. (c) any other repossession vendor, forwarder, repossession agent, agent, representative, vendor, or other parties used, retained by, or employed by or on behalf of Fifth Third Bank or its vendors in connection with the repossession of the Settlement Class Members' vehicles, and (d) any of the foregoing entities' or individuals' respective heirs, executors, administrators, representatives, agents, employees, attorneys, partners, successors, predecessors, assigns, parent companies, corporate affiliates, subsidiaries, officers, directors, and shareholders (collectively, the "Released Parties").

2. Released Claims and Releasing Parties.

a. Plaintiff and the Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and any authorized users of their vehicles or accounts (together, the "Releasing Parties"), fully release and forever discharge the Released Parties (defined above) from any and all rights, duties, obligations, claims, actions, causes of action, damages or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected,

asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order: (a) that arise out of or are related in any way to the repossession of his or her vehicle, including, but not limited to, claims under or for violations of Minn. Stat. § 336.9-609 (including as interpreted by *Cobb v. Midwest Recovery Bureau Co.*, 295 N.W.2d 232 (1980)), the Fair Debt Collection Practices Act (15 U.S.C. § 1692, et seq.), and any other statutory or common law claim, including any claim under or for violation of federal or state unfair and deceptive practices statutes, invasion of privacy, conversion, trespass to chattel, breach of contract, unjust enrichment, specific performance, and/or promissory estoppel; and/or (b) that arise out of or are related to the administration of the Settlement, whether the claims are brought directly or indirectly, by or on behalf of, any Settlement Class Member in an individual or class action, representative action, or in any other capacity, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief (the “Released Class Claims”).

- b. Plaintiff, on behalf of herself and her respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and any authorized users of their vehicles or accounts, fully releases and forever discharges the Released Parties (defined above) from any and all rights, duties, obligations, claims, actions, causes of action, damages or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen,

actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order that arise out of or are related to the repossession of her vehicle, the subject matter of this lawsuit, her account with Fifth Third Bank, or her relationship with Fifth Third Bank (together, with the Released Class Claims, the “Released Claims”).

3. Full and Final Release. Without limiting the foregoing, the Released Claims specifically extend to and include claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained herein, become effective. In connection with such releases, Plaintiff and the Settlement Class Members acknowledge that they are aware that they may hereafter learn facts in addition to, or different from, those facts they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever the Released Parties from all Released Claims, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiff and the Settlement Class Members each covenant and agree that upon and after the Effective Date, they will not commence, pursue, or be a party in any future lawsuit, action, proceeding, claim, or complaint of any nature whatsoever against Defendants relating to the Released Claims.

4. No Release of Credit Bureaus. Upon compliance with Sections III.C.5 and III.C.6.d relating to Credit Reporting, Fifth Third Bank will not be liable for a Credit Bureau’s failure to make requested updates. This Agreement however does not release any claims against the credit reporting agencies or to the extent that Fifth Third Bank failed to comply with any provision of the Agreement any future claims related to breach of this Agreement.

G. Attorneys’ Fees And Costs. Plaintiff shall move the Court for an award of attorneys’ fees and costs to be paid to Class Counsel from the Fund, not to exceed one-third of the

Fund (*i.e.*, \$300,000.00). Defendants reserve the right to oppose such a motion. The attorneys' fees and costs awarded by the Court shall be deducted from the Fund owed by Fifth Third Bank. Court approval of attorneys' fees and costs, or their amount, will not be a condition of the effectiveness, finality, or enforceability of the Settlement and this Agreement.

H. Class Representative Award. Class Counsel shall move the Court for a Class Representative Award to Plaintiff not to exceed \$16,600.00 in cash and Account Credits paid from the Fund. Defendants reserve the right to oppose such motion. The amount of the Class Representative Award shall be deducted from the Fund and shall constitute all monetary compensation paid to or on behalf of Plaintiff. Court approval of the Class Representative Award, or its amount, will not be a condition of the effectiveness, finality, or enforceability of the Settlement and this Agreement. As a Settlement Class Member, Plaintiff shall also be entitled to the Credit Reporting consideration contemplated by Section III.C.5 above.

I. Opt-Out Right/Termination.

1. Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the Settlement Class by sending a written request to the Settlement Administrator at the address designated in the Class Notice, postmarked no later than the Opt-Out and Objection Deadline. Exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name, address, and Fifth Third Bank account number of the person in the Settlement Class requesting exclusion; and (c) include a statement to the following effect: "I/we request to be excluded from the settlement in the Hendrickson Action." No request for exclusion will be valid unless all of the information described above is timely included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

2. Retention of Requests for Exclusion. The Settlement Administrator will retain a copy of all requests for exclusion and will, upon written request, provide copies of

any such requests to counsel for the Parties. Class Counsel will keep any such opt out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

3. Cap On Opt-Outs. All persons in the Settlement Class who do not request exclusion in accordance with the terms of this Agreement will be bound by all determinations and judgments in the Action. If the number of valid opt-out requests exceeds twenty percent (20%) of the Settlement Class, the Settlement Administrator will inform Class Counsel and Defendants' Counsel promptly in writing. In the event that the number of valid opt-out requests exceeds twenty percent (20%) of the Settlement Class, Fifth Third Bank, in its sole discretion, may terminate the Settlement. Fifth Third Bank shall inform Class Counsel and 11th Hour Counsel within thirty (30) days after the Parties are advised in writing that the number of valid opt-out requests is greater than twenty percent (20%) of the Settlement Class as to whether Fifth Third Bank will exercise the right of termination. In the event that the Settlement is terminated pursuant to this provision, the Parties will be returned to the *status quo ante* as if no settlement had been negotiated or entered into.

J. Objections To The Settlement.

1. Right To Object. Any Settlement Class Member who has not previously requested exclusion in accordance with the terms of this Agreement may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys' fees and costs and/or the Class Representative Award, but only if the Settlement Class Member has first filed: (a) a written objection with the Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline; and (b) a Notice of Intention to Appear with the Court, with service via mail on all Parties of both the objection and the Notice of Intention to Appear. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from

making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, or the award of any attorneys' fees and costs and/or Class Representative Award.

2. Objection Requirements. To be heard at the Final Approval Hearing, a Settlement Class Member must make any and all objections in writing and file the objections with the Court by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following, postmarked no later than the Opt-Out and Objection Deadline: (i) Class Counsel – Adam R. Strauss, Tarshish Cody, PLC, 6337 Penn Ave. S., Minneapolis, MN 55423; (ii) Fifth Third Bank Counsel – Patrick T. Lewis, Baker & Hostetler LLP, 127 Public Square, Suite 2000, Cleveland, Ohio 44114-1214; and (iii) 11th Hour Counsel – Michael G. Phillips, Phillips Law, PLLC, 412 South Fourth Street, Suite 1050, Minneapolis, Minnesota 55415. An objection must: (a) attach documents establishing or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member; (b) include a statement of such Settlement Class Member's specific objections; and (c) state the grounds for objection, as well as identify any documents such objector desires the Court to consider.

K. Final Approval. Within thirty (30) days after the Opt-Out and Objection Deadline, Plaintiff shall request that the Court enter the Final Approval Order, which shall include provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution of the Fund; (d) finally certify the Settlement Class; (e) confirm that Plaintiff, Settlement Class Members, and the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) direct entry of judgment incorporating the terms of the Final Approval Order, without costs to any Party, except as provided in this Agreement. The Parties shall consent

to the Honorable Tony N. Leung, United States Magistrate Judge for the District of Minnesota for Final Approval.

L. Confirmation. Plaintiff shall be allowed limited confirmatory discovery for the purpose of: (1) confirming that certain documentation provided to Plaintiff and Class Counsel is accurate, including information contained in the Class List and/or Class Data (*i.e.*, the determination, creation, and identification of the Class List, Settlement Class, or Class Data, and Account Balances); (2) confirming that the settlement is fair, reasonable, and adequate to the Settlement Class; and (3) to review certain documents to confirm the extent to which the class members were determined. Plaintiff shall be entitled conduct a deposition of an appropriate corporate representative of Fifth Third Bank at a place convenient to Fifth Third Bank and to request documents. If the foregoing information, whether provided before, during or after mediation, is proved to be inaccurate, the Parties agree to return to mediation before Magistrate Judge Leung.

M. Confidentiality. The terms of this Settlement shall remain confidential until the motion for Preliminary Approval of the Settlement is filed with the Court; provided, however, that the Parties may jointly report the pendency of the mediation and/or a Settlement in principle to the Court in the Action as well as potential third-party settlement administrators in connection with obtaining bids. Defendants may, at their sole discretion, disclose the terms of the Settlement to their auditors, affiliates, regulators, and other parties as reasonably necessary.

N. Publicity Parameters.. Class Counsel and Plaintiff agree not to issue any press releases or proactively make any outreach to the press or media concerning the Action or Settlement at any time. Class Counsel and/or Plaintiff will make no statements of any kind to any third party regarding the Settlement prior to filing a motion for Preliminary Approval with the Court, with the exception of the Settlement Administrator. The Parties may make truthful public statements to the Court as necessary to obtain Preliminary or Final Approval of the Settlement, and Class Counsel will not be prohibited from communicating with any person in the Settlement Class or the Settlement Administrator regarding the Action or the Settlement. In all

communications, the parties and their counsel must comply with all confidentiality agreements, including the Protective Order entered in the Action on April 11, 2018 (Dkt. No. 12), and not disclose information that is not a part of the public record or make disparaging statements about each other. Subject to the aforementioned limitations and including the restrictions of the Protective Order entered in the Action on April 11, 2018 (Dkt. No. 12), Class Counsel may make truthful statements or communications after Final Approval on professional websites, social media, curriculum vitae, or a biography; in continuing learning education programs, seminars, or conferences; or in court proceedings or legal proceedings.

IV. GENERAL PROVISIONS

A. Settlement Conditioned Upon Approval. The Settlement is conditioned upon entry of the Preliminary Approval Order and Final Approval Order, without modification of any material term, by the Court. In the event of failure to obtain any of the required provisions of such orders, including, but not limited to, the denial of any motion seeking Preliminary or Final Approval, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into. The Settlement and its existence shall be inadmissible as evidence of or to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Action or for any other purpose.

B. Disputes to Magistrate Judge. To the extent any dispute arises between the Parties in connection with this Settlement, including without limitation any dispute in the process of confirmatory discovery, finalizing this Agreement, finalizing Settlement, Settlement terms, Preliminary Approval, Final Approval, Settlement Administrator, Cy Pres, Notice, Settlement Awards, Settlement Distribution, Class Representative Award, Attorneys' Fees and Costs, Class Counsel, Class Representative, or any other aspect of this Settlement or Agreement, the Parties shall return to United States Magistrate Judge Leung for further proceedings.

C. Evidentiary Preclusion. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement, or in negotiating the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any

Released Claim, or of any wrongdoing or liability of the Released Parties; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be a waiver of Defendants' right to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class who opt out of the Settlement. In addition, neither the fact of, nor any documents relating to, Defendant's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file the Settlement Agreement, any Order entered regarding the Settlement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or other defense or counterclaim.

D. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

E. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving party. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Agreement.

F. Authority. Plaintiff and Defendants represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendants to all terms of

this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely and he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

G. No Assignment. No party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

H. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she, or a duly authorized representative on its behalf has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party or that Parties' legal counsel, other than the warranties and representations expressly made in this Agreement.

I. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

J. Execution In Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

K. Severability. Notwithstanding Fed. R. Civ. P. 23 and corresponding case law, if any part of this Agreement is declared invalid or unenforceable, the remaining terms of the Agreement shall continue to be valid and enforceable.

L. Data Security. By entering into this Agreement, Class Counsel expressly agrees that Class Counsel (and their employees, agents, contractors/vendors, heirs, successors, and assigns) will: (1) treat all confidential material produced during this litigation by Fifth Third Bank

and all customer-identifying confidential information so produced as confidential, whether or not designated as confidential in accordance with the protective order in this litigation; (2) ensure that such confidential information is not disclosed to any third party (including affiliates) without Fifth Third Bank's prior written consent; and (3) protect such confidential information from and against any unauthorized access, theft, modification, destruction, or loss using such commercially reasonable administrative, technical, and physical safeguards implemented using a reasonable degree of care that is not less than the degree of care Class Counsel uses to safeguard their own confidential or proprietary information.

M. Destruction of Confidential Documents. Plaintiff and Class Counsel agree that, within thirty (30) days of the Effective Date, all confidential documents and information produced by Fifth Third Bank in this action designated as confidential pursuant to the protective order in this matter, shall be returned to Fifth Third Bank or destroyed, and Class Counsel shall provide written confirmation of Class Counsel's compliance therewith. This obligation extends to documents produced by Fifth Third Bank in connection with mediation and/or settlement discussions. Nothing in this Agreement shall require attorney work-product or pleading files to be returned or destroyed. However, under no circumstances will the Class List be destroyed or returned.

N. Recitals. The recitals in Section I of this Agreement, and all text above those recitals, are incorporated herein and are a material part of this Agreement.

O. Notices. All notices to counsel provided for herein shall be sent by e-mail with a hard copy sent by mail to:

As to Plaintiffs and the Settlement Class:

CONSUMER JUSTICE CENTER, P.A.

Thomas J. Lyons, Jr.
367 Commerce Court
Vadnais Heights, MN 55127
tommy@consumerjusticecenter.com

TARSHISH CODY, PLC

As to Fifth Third Bank:

BAKER & HOSTETLER LLP

Patrick T. Lewis
Dante A. Marinucci
Key Tower
127 Public Square, Suite 2000
Cleveland, Ohio 44114-1214
plewis@bakerlaw.com

Adam R. Strauss
6337 Penn Ave. S.
Minneapolis, MN 55423
ars@AttorneysInMn.com

dmarinucci@bakerlaw.com

BOWMAN AND BROOKE LLP

Charles (C.J.) Schoenwetter
David J. Carrier
150 South Fifth Street, Suite 3000
Minneapolis, MN 55402
cj.schoenwetter@bowmanandbrooke.com
david.carrier@bowmanandbrooke.com

As to 11th Hour Recovery, Inc.:

PHILLIPS LAW, PLLC

Michael G. Phillips (#0290105)
412 South Fourth Street, Suite 1050
Minneapolis, Minnesota 55415
mike@phillipslawmn.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as of the last date set forth below:

Dated: 10/3, 2019

**Kelley Hendrickson, on behalf of herself
and all others similarly situated**

By: 
Kelley Hendrickson

Dated: _____, 2019

FIFTH THIRD BANK:

By: _____

Its: _____

Dated: _____, 2019

11th Hour Recovery, Inc.

By: _____

Its: _____

APPROVED AS TO FORM BY CLASS COUNSEL:

TARSHISH CODY, PLC

Dated: _____, 2019

By: s/ _____
Adam R. Strauss

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as of the last date set forth below:


Dated: _____, 2019

**Kelley Hendrickson, on behalf of herself
and all others similarly situated**


By: _____
Kelley Hendrickson

Dated: _____, 2019

FIFTH THIRD BANK:

By: 
Matthew Greenwood
Its: Associate General Counsel
V.P.

and

By: 
Paul Ray
Its: Consumer Collections Director VP

Dated: October 1, 2019

11th Hour Recovery, Inc.

By: _____

Its: _____

APPROVED AS TO FORM BY CLASS COUNSEL:

TARSHISH CODY, PLC

Dated: _____, 2019

By: s/
Adam R. Strauss

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as of the last date set forth below:

Dated: _____, 2019

**Kelley Hendrickson, *on behalf of herself
and all others similarly situated***

By: _____
Kelley Hendrickson

Dated: _____, 2019

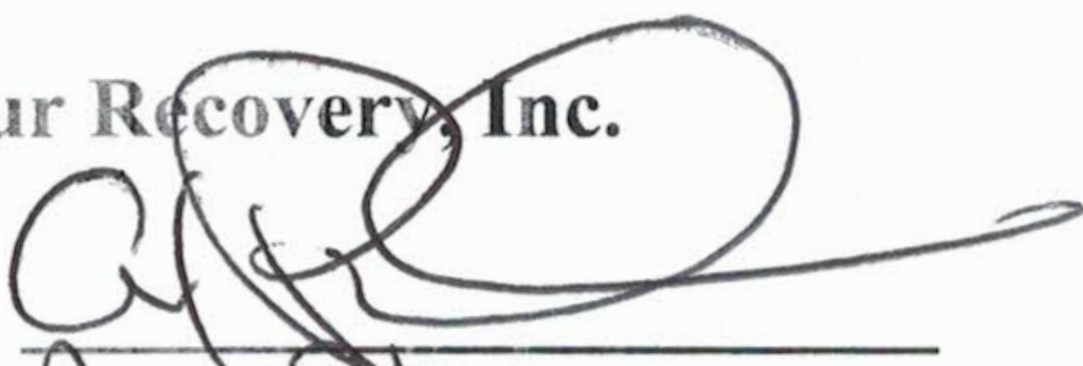
FIFTH THIRD BANK:

By: _____

Its: _____

Dated: 10/3, 2019

11th Hour Recovery, Inc.

By: 
Alex Johnson

Its: President

APPROVED AS TO FORM BY CLASS COUNSEL:

TARSHISH CODY, PLC

Dated: _____, 2019

By: s/
Adam R. Strauss

CONSUMER JUSTICE CENTER, P.A.

Dated: 10/3, 2019

By: s/
Thomas J. Lyons, Jr.

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:

BAKER & HOSTETLER LLP

Dated: _____, 2019

By: s/
Patrick T. Lewis

PHILLIPS LAW, PLLC

Dated: _____, 2019

By: s/
Michael G. Phillips

069998.000177 4815-9958-3911

CONSUMER JUSTICE CENTER, P.A.

Dated: _____, 2019

By: s/
Thomas J. Lyons, Jr.

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:

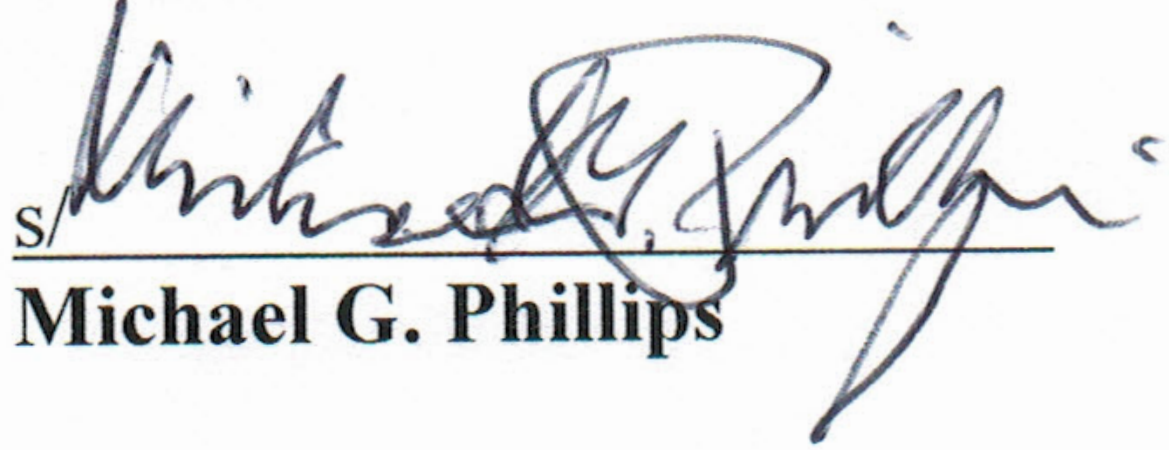
BAKER & HOSTETLER LLP

Dated: Oct. 9, 2019

By: s/ Patrick T. Lewis
Patrick T. Lewis

PHILLIPS LAW, PLLC

Dated: 10/7, 2019

By: s/ 
Michael G. Phillips

069998.000177 4815-9958-3911

EXHIBIT "A"

E-Mail Notice / Mail Notice

Kelley Hendrickson ("Plaintiff") v. Fifth Third Bank and 11th Hour Recovery, Inc. ("Defendants")
United States District Court for the District of Minnesota, Case No. 18-cv-00086 (WMW/TNL)

*A Federal District Court for the District of Minnesota authorized this Notice.
This is not a solicitation from a lawyer.*

Defendants' records indicate that you are a member of the Settlement Class in this action. The Settlement Class is comprised of two sub-classes, the Repossession Class and the FDCPA Class. The Repossession Class is defined as all Minnesota consumers whose vehicles were repossessed by or on behalf of Fifth Third Bank between December 12, 2013, and February 18, 2019, who, prior to the repossession, made two or more late payments on their vehicle(s) that were accepted by Fifth Third Bank. The FDCPA Class is defined as all Minnesota consumers whose vehicles were repossessed by or on behalf of Fifth Third Bank between December 12, 2016, and February 18, 2019, who, prior to the repossession, made at least two or more late payments on their vehicle(s) that were accepted by Fifth Third Bank. Excluded from the Settlement Class are Minnesota consumers: (1) whose debts were discharged in bankruptcy prior to repossession, without formally reaffirming their loan agreement in the bankruptcy proceeding; (2) whose vehicles were repossessed after the borrower's death; and/or (3) whose vehicles were voluntary surrendered by the consumer.

The purpose of this Notice is to inform Settlement Class members of the terms of the proposed settlement and important deadlines relating to the settlement, as summarized below and described more fully on the Settlement Website, www.██████████.com. You may also call the Toll-Free Settlement Hotline, ██████████.

Plaintiff claims that Defendants violated Minnesota Statute § 336.9-609, including as interpreted by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (1980), the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., and the Minnesota common law of conversion by repossessing her car without providing her a *Cobb* notice (*i.e.*, "strict compliance notice" or "right to cure notice") prior to the repossession. Defendants deny the allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff's claims.

TERMS OF THE SETTLEMENT

Defendants have agreed to pay \$900,000 (the "Settlement Fund"), to provide compensation to Settlement Class members and pay attorneys' fees and costs incurred by counsel for Plaintiff and the Settlement Class ("Class Counsel"), any class representative award to Plaintiff, a possible charitable contribution, and the cost of notice and administration of the settlement, if approved by the Court. **Settlement Class member compensation is estimated to be approximately \$718.57. Settlement Class members in the FDCPA Class are expected to receive an additional \$150. These amounts may vary depending on, among other factors, the final number of class members, and the final amount of any fees, costs, expenses, and awards first deducted. If at the time settlement awards are to be paid there exists an account balance owed on the account subject to repossession, Defendants may elect to satisfy all or part of the settlement award through credits to the account. To the extent there is no existing account balance or if the account balance is less than the amount of the settlement award, a settlement award may be issued by check. Additionally, Defendants will request that the credit reporting agencies delete the tradeline relating to the repossessed vehicle for all Settlement Class members.**

Plaintiff will seek a class representative award of \$16,600 in cash/credit and payment of her attorney fees and costs not to exceed 1/3 of the Settlement Fund identified above.

DEADLINES UNDER THE SETTLEMENT

- **To exclude yourself from the settlement, you must submit a written exclusion request postmarked on or before ██████████ to the Settlement Administrator at Hendrickson v. Fifth Third Bank, c/o ██████████, P.O. Box ██████████,**

_____, _____. To be valid, the written exclusion request must contain specific information described on the Settlement Website. If you do not submit a valid and timely exclusion request, you will be bound by the terms of the settlement and you will give up your right to sue regarding the repossession of your vehicle by or on behalf of Defendants.

- **To object to or comment on the settlement you must file an objection with the Court no later than _____.** To be considered, objections must contain the specific information described on the Settlement Website. Anyone who objects to the settlement may ask to appear at the Final Approval Hearing, described below, if you also file a Notice of Intention to Appear with the Court, and serve it on all Parties by mailing to counsel listed on the Settlement Website. If your objection is properly submitted, the Court will consider it whether or not you appear at the hearing.
- **If you do nothing,** you will receive a settlement award, and you will lose the right to sue regarding the repossession of your vehicle by or on behalf of Defendants.
- **The Final Approval Hearing will take place on _____ at _____:00 _____.m.** in Courtroom 9W of the United States District Court for the District of Minnesota, located at 300 South Fourth Street, Minneapolis, MN 554215.

Additional details about your rights and options are available on the Settlement Website, www._____.com. If you have further questions, you can call the Toll-Free Settlement Hotline, _____. Do not call the Court, Defendants, or Defendants' Counsel concerning this Settlement.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kelley Hendrickson v. Fifth Third Bank and 11th Hour Recovery, Inc.
Case No. 18-cv-00086 (WMW/TNL) (D. Minn. Dec. 6, 2018)

If you are a Minnesota consumer whose vehicle was repossessed between December 12, 2013 through February 18, 2019, by or on behalf of Fifth Third Bank, and you made two or more late payments on your vehicle prior to the repossession, then you may be entitled to benefits under a class action settlement.

*A Federal District Court for the District of Minnesota authorized this Notice.
This is not a solicitation from a lawyer.*

- **Plaintiff Kelley Hendrickson (“Plaintiff”) alleges that Defendants Fifth Third Bank and 11th Hour Recovery, Inc. (collectively, “Defendants”) violated Minnesota Statute § 336.9-609, including as interpreted by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (1980), the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., and the Minnesota common law of conversion by repossessing her car without providing her a *Cobb* notice (*i.e.*, “strict compliance notice” or “right to cure notice”) prior to the repossession. Defendants deny Plaintiff’s allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses. By entering into the settlement, Defendants have not conceded the truth or validity of any of the claims against them.**
- **A proposed settlement will provide \$900,000, in cash and account credits (the “Settlement Fund”), to fully settle and release claims of all Minnesota consumers whose vehicles were repossessed by or on behalf of Fifth Third Bank between December 12, 2013, and February 18, 2019, who, prior to the repossession, made two or more late payments on their vehicle(s) that were accepted by Fifth Third Bank (the “Settlement Class”).**
- **The Settlement Fund will be used to pay all amounts related to the settlement, including account credits and cash awards to Settlement Class members, attorneys’ fees and costs to attorneys representing Plaintiff and the Settlement Class (“Class Counsel”), any class representative award to Plaintiff, a possible charitable contribution if there are uncashed settlement checks, and the costs of notice and administration of the settlement.**
- **Settlement Class member compensation will vary between approximately \$718.57 and \$868.57 depending upon when the vehicle was repossessed. If at the time settlement awards are to be paid there exists an account balance owed on the account subject to repossession, Fifth Third may elect to satisfy all or part of the settlement award through credit to the account. To the extent there is no existing account balance or if the account balance is less than the amount of the settlement award, a settlement award may be issued by check. Additionally, Fifth Third Bank will request that the credit reporting agencies delete the tradeline relating to the repossessed vehicle for all Settlement Class members.**

- **Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don't act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a settlement award. This is the only option that allows you to pursue your own claims against Defendants and/or other Released Parties in the future. The deadline for excluding yourself is [REDACTED].
OBJECT TO THE SETTLEMENT	Write to the Court about why you object to the settlement. The deadline for objecting is [REDACTED].
DO NOTHING	If you do nothing, you will be issued a settlement award, either through an account credit and/or by check sent to the most recent address within Fifth Third Bank's records or a more recent address located by the Settlement Administrator. Additionally, a request to delete the tradeline relating to the account subject to the repossession will be transmitted and you will give up your rights to sue Defendants and/or any other Released Parties on a Released Claim.
GO TO THE FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement. The Final Approval Hearing is [REDACTED].

- 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 will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed settlement has been reached in the putative class action lawsuit entitled *Hendrickson v. Fifth Third Bank, et. al.*, Case No. 18-cv-00086 (WMW/TNL) (D. Minn. Dec. 6, 2018). The Court in charge of the case is the United States District Court for the District of Minnesota. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for

benefits, how to receive benefits, and all other options before the Court decides whether to approve the settlement.

2. What does it mean if I received an e-mail or postcard about this settlement?

If you received an e-mail or postcard describing this settlement, that is because Fifth Third Bank's records have identified you as among the individuals whose vehicle was repossessed, pursuant to a loan with Fifth Third Bank. Fifth Third Bank's records indicate that you are a member of the Settlement Class (*described in Question five (5) below*).

3. What is this class action lawsuit about?

In a class action, one or more people called a Class Representative (here, Plaintiff) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims that Defendants violated Minnesota Statute § 336.9-609, including as interpreted by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (1980), and the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., by repossessing her car without providing her with a *Cobb* notice (*i.e.*, "strict compliance notice" or "right to cure notice") prior to the repossession. A *Cobb* notice provides the consumer with notice that a failure to adhere to the terms of the contract could result in repossession or other remedies provided for within the contract. Defendants deny the allegations and deny any wrongdoing whatsoever. The Court has preliminarily approved the settlement. United States Magistrate Judge Tony N. Leung is presiding over this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class members are eligible to receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the Settlement Class?

The Settlement Class is comprised of two sub-classes, the Repossession Class and the FDCPA Class:

The Repossession Class is defined as all Minnesota consumers whose vehicles were repossessed by or on behalf of Fifth Third Bank between December 12, 2013, and February 18, 2019, who, prior to the repossession, made two or more late payments on their vehicle(s) that were accepted by Fifth Third Bank.

The FDCPA Class is defined as all Minnesota consumers whose vehicles were repossessed by or on behalf of Fifth Third Bank between December 12, 2016, and February 18, 2019, who, prior to the repossession, made at least two or more late payments on their vehicle(s) that were accepted by Fifth Third Bank.

Excluded from the Settlement Class are Minnesota consumers: (1) whose debts were discharged in bankruptcy prior to repossession, without formally reaffirming their loan agreement in the bankruptcy proceeding; (2) whose vehicles were repossessed due to the death of the consumer; and/or (3) whose vehicles were voluntary surrendered by the consumer.

“Settlement Class Member” is defined as any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.xxxxxxxxxx.com, you may write to the Settlement Administrator at Hendrickson v. Fifth Third Bank c/o _____, or you may call the Toll-Free Settlement Hotline, 1- _____, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed Adam R. Strauss, Tarshish Cody, PLC, 6337 Penn Ave. S., Minneapolis, MN 55423 and Thomas J. Lyons, Jr., Consumer Justice Center P.A., 367 Commerce Court, Vadnais Heights, MN 55127 as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers. You do not need to hire your own lawyer because Class Counsel is working on behalf of the Settlement Class. But, at your own expense, you may enter an appearance through your own separate attorney if you choose to do so.

7. How will Class Counsel and Plaintiff be paid?

Class Counsel will ask the Court to approve payment of up to one-third (1/3) of the Settlement Fund to them for attorneys’ fees and expenses. Class Counsel also will ask the Court to approve a class representative award of \$16,600, in both cash and account credit, to Plaintiff, which will be paid through the Settlement Fund, for her services as Class Representative. The Court may award less than this amount.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. Fifth Third Bank will pay \$900,000 to cover all costs of settlement including: (1) account credits and/or cash payments to Settlement Class Members; (2) an award of attorneys’ fees and costs to Class Counsel, in an amount not to exceed one-third (1/3) of the Settlement Fund, as approved by the Court; (3) a class representative award to Plaintiff in an amount not to exceed \$16,600, in both cash and account credit, as approved by the Court; (4) the costs of notice and administration of the settlement; and (5) under certain circumstances as described below, a charitable contribution.

Account Credits / Cash Payments. In its sole discretion, Fifth Third Bank may elect to satisfy settlement awards through credits to the accounts of Settlement Class Members provided that the Settlement Class Member has an existing account balance at the time settlement awards are issued. An account balance is any balance that remains due to Fifth Third Bank as of the date settlement payments are determined (which will be no more than 30 days after final approval of this settlement by the Court and exhaustion of any appeals). To the extent there is no existing account balance or if the existing account balance is less than the amount of the settlement award, Settlement Class Members may receive a cash award of the amount of any remaining settlement award to which they are entitled after their existing account balance is extinguished.

Credit Reporting. Fifth Third Bank will request that the credit reporting agencies delete the tradeline relating to the repossessed vehicle for all Settlement Class members.

No Portion of the Settlement Fund Will Return to Defendants. Any money remaining in the Settlement Fund after issuing account credits, paying cash awards to Settlement Class Members, paying attorneys' fees and costs to Class Counsel, paying any class representative award to Plaintiff, and paying the costs of notice and administration of the settlement, will be donated to a charitable organization proposed by the parties and approved by the Court. No portion of the Settlement Fund will return to Defendants.

9. How much will my settlement award be?

Settlement Class Member compensation will vary. The amount of the settlement award, payable either through account credit or cash as described under Question 8, above, will be approximately:

- Repossession Class member compensation is estimated to be approximately \$718.57.
- FDCPA Class Members are expected to receive \$150.00 in addition to the compensation received as being a part of the Repossession Class.
- These amounts are subject to pro rata adjustment depending on final number of class members, and the remaining balance of the Settlement Fund after payment of any attorneys' fees and costs awarded, settlement administration costs and expenses, and any class representative award to Plaintiff.
- The Settlement Award, whether cash, Account Credit, or both, will be divided equally on a per-account basis (*e.g.*, if an account associated with the repossessed vehicle contains a borrower and a co-borrower, only one check or account credit will be issued).

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

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot pursue or continue to pursue, on your own or as part of any other action, any Released Claims against Defendants and/or any other Released Parties, as explained in the settlement agreement. It also means that all of the Court's orders will apply to you and legally bind you. The Release provides:

The Released Parties include (a) Fifth Third Bank, (b) 11th Hour Recovery, Inc. (c) any other repossession vendor, forwarder, repossession agent, agent, representative, vendor, or other parties used, retained by, or employed by or on behalf of Fifth Third Bank or its vendors in connection with the repossession of the Settlement Class Members' vehicles, and (d) any of the foregoing entities' or individuals' respective heirs, executors, administrators, representatives, agents, employees, attorneys, partners, successors, predecessors, assigns, parent companies, corporate affiliates, subsidiaries, officers, directors, and shareholders (collectively, the "Released Parties").

Plaintiff and the Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and any authorized users of their vehicles or accounts (together, the "Releasing Parties"), fully release and forever discharge the Released Parties (defined above) from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order: (a) that arise out of or are related to the repossession of his or her vehicle, including, but not limited to, claims under or for violations of Minn. Stat. § 336.9-609 (including as interpreted by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (1980)), the Fair Debt Collection Practices Act (15 U.S.C. § 1692, et seq.), and any other statutory or common law claim, including but not limited to any claim under or for violation of federal or state unfair and deceptive practices statutes, invasion of privacy, conversion, trespass to chattel, breach of contract, unjust enrichment, specific performance, and/or promissory estoppel; and/or (b) that arise out of or are related to the administration of the Settlement, whether the claims are brought directly by or on behalf of any Settlement Class Member in an individual or class action, representative action, or in any other capacity, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief (the "Released Claims").

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN AN AWARD

11. How can I get a settlement award?

Unless you exclude yourself from the settlement, you will automatically receive either an account credit and/or cash award sent to the address identified in your e-mail or to which the postcard was sent.

WHEN WILL I RECEIVE MY SETTLEMENT AWARD?

12. When would I receive a settlement award?

The Court will hold a Final Approval Hearing on [REDACTED] to decide whether to finally approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone entitled to a settlement award will be informed of the progress of the settlement through information posted on the Settlement Website at www.xxxxxxxxxx.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue or continue to sue Defendants or a Released Party, as defined in the settlement agreement, arising out of a Released Claim, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

To exclude yourself from the settlement, you must send an exclusion request to the Settlement Administrator. To be valid, an exclusion request must: (1) be signed by the Settlement Class Member who is requesting exclusion; (2) include the full name, address, and Fifth Third Bank account number of the Settlement Class Member requesting exclusion; and (3) include a statement to the following effect: “I/we request to be excluded from the settlement in the Hendrickson Action.” No request for exclusion will be valid unless all of the information described above is included. For any Settlement Class Member who has more than one account on which a vehicle was repossessed, the exclusion request should include all such accounts. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than [REDACTED] to the Settlement Administrator at Hendrickson v. Fifth Third Bank, et. al., c/o [REDACTED].

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

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendants or any Released Parties for the Released Claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you ask to be excluded, you will not receive a settlement check, you will not receive an account credit, you will not obtain a tradeline deletion, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit if you exclude yourself.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the settlement?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not

provide a written objection in the manner described below, you are deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the settlement.

To object, you must make your objection in writing, stating that you object to the settlement in *Hendrickson v. Fifth Third Bank, et. al.* To be valid, the objection must: (1) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member; (2) include a statement of such Settlement Class Member's specific objections; and (3) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than [REDACTED].

Court	Counsel
File electronically through ECF. Or by paper at United States District Court District of Minnesota U.S. Courthouse 300 South Fourth Street Minneapolis, MN 55415	Thomas J. Lyons, Jr. Consumer Justice Center, P.A. 367 Commerce Court Vadnais Heights, MN 55127 Patrick T. Lewis Baker & Hostetler LLP 127 Public Square, Suite 2000 Cleveland, Ohio 44114-1214 Michael G. Phillips Phillips Law, PLLC 412 South Fourth Street, Suite 1050 Minneapolis, Minnesota 55415

All documents sent to the Court by any class member, including any letter or document expressing the member's desire to be excluded from the class, entry of appearance, and any objection to a proposed settlement, voluntary dismissal, or compromise, are filed electronically by the clerk and therefore will be available for public review.

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you both object and request to exclude yourself, the request to exclude yourself will control.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will automatically receive a settlement award, either via account credit and/or check mailed to the address identified in your e-mail or to which the postcard was sent, and you will give up your rights to sue Defendants and/or any other Released Parties on the Released Claims. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at ---- .m. on [REDACTED] in Courtroom 9W of the United States District Court for the District of Minnesota, located at 300 South Fourth Street, Minneapolis, MN 554215. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements discussed under Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. If the Court approves the Settlement and there is no appeal, or the decision is affirmed on appeal, then settlement checks and/or account credits will be issued to non-excluded class members. If the Court does not approve the Settlement, then the parties will continue to litigate the case in Court.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. You do not need to attend the hearing to receive payment of your share of the settlement. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come at your own expense, or have your own lawyer appear on your behalf, at your own expense. If you filed an objection, you may but do not need to attend. As long as you filed a written objection on time, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth under Question 16 above. If you would like to speak at the Final Approval Hearing, you must also file a notice with the Court providing your name, address, telephone number and the signature of the Settlement Class Member no later than [REDACTED]. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.xxxxxxxxxx.com.

If you have questions, you can call toll-free **1-800-XXX-XXXX** or write to Settlement Administrator at Hendrickson v. Fifth Third Bank, c/o _____ for more information. You may also contact Class Counsel listed in Question 6 above.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANTS OR DEFENDANTS' COUNSEL ABOUT THE SETTLEMENT. TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.

Settlement Administrator Address

Contact Information

069998.000177 4818-0530-1415