

# If you took out an “Early Access” loan from Fifth Third Bank, a class action lawsuit may affect your rights.

*A court authorized this notice. This is not a solicitation.*

- The parties (called the “Plaintiffs”) who brought the lawsuit against Fifth Third Bank (“Defendant” or “Fifth Third”) claim that Fifth Third misrepresented the annual percentage interest rate (“APR”) associated with Early Access loans and charged higher interest rates on those loans. The Plaintiffs are seeking monetary damages, declaratory relief and injunctive relief on behalf of the Classes. Fifth Third denies the allegations, or that it has done anything wrong.
- The current lawsuit affects your legal rights if you are a member of one of two Classes certified by the Court: a Breach of Contract Class that includes all persons in the United States who enrolled in Fifth Third’s Early Access Loan Program prior to May 1, 2013 and took out at least one Early Access Loan, and/or a TILA Class that includes all persons in the United States who were enrolled in Fifth Third’s Early Access Loan Program from August 3, 2011 through April 30, 2013.
- This notice is being provided to you in advance of a trial. No judge or jury has concluded that Fifth Third did anything wrong. For this reason, there is no money available now to distribute to Class Members, and there is no guarantee there ever will be. If you are a Class Member, however, you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS	
<b>DO NOTHING</b>	<p><b>Stay in this lawsuit. Await the outcome. Give up the right to sue separately.</b></p> <p>If you are a Class Member and do nothing, you may be entitled to money and/or benefits that may come from a trial or a settlement of the lawsuit. But you will never be able to sue Fifth Third separately over the legal claims in this lawsuit, and if Fifth Third wins this lawsuit you will be bound by that judgment.</p>
<b>ASK TO BE EXCLUDED</b>	<p><b>Get out of this lawsuit. Get no benefits from it if any are ultimately awarded. Keep the right to sue separately.</b></p> <p>If you ask to be excluded from the lawsuit and money or benefits are later awarded, you won’t be eligible to share in those. But you will keep any rights to sue Fifth Third separately over the legal claims in this lawsuit.</p> <p>To ask to be excluded, you must act before: <b>September 30, 2021.</b></p>

## BASIC INFORMATION

### 1. Why was this notice issued?

A Court has established, or “certified,” this case as a class action lawsuit. If you are a Class Member, you have legal rights and options before the Court decides whether the claims being made on your behalf are correct. This notice explains all of these things.

Judge Michael R. Barrett, of the United States District Court for the Southern District of Ohio (the “Court”), is currently overseeing this case. The case is known as *Klopfenstein v. Fifth Third Bank*, Case No. 1:12cv851. The people who sued are called the Plaintiffs. The company they are suing, Fifth Third Bank, is called the Defendant.

### 2. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, William R. Klopfenstein and others) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Classes.

The Court decided that the claims in this lawsuit for damages, declaratory relief, and injunctive relief can proceed as a class action.

More information about why the Court is allowing these claims to proceed as a class action is in the Court’s Opinion & Order certifying the Classes, which you may view at [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com).

### 3. Is there any money available now?

No. The Court has not decided whether Fifth Third did anything wrong, nor whether any Class Members are entitled to relief, so there is no money or benefits available to the Classes and no guarantee that there ever will be. If money or benefits become available, Class Members may have to take other steps, such as submitting a claim form, in order to get their shares. If so, you will be notified of any additional steps you must take. You can stay informed of the progress of this case by visiting the website [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com) or by calling 1-866-991-0887.

## WHAT THE LAWSUIT IS ABOUT

### 4. What is this lawsuit about?

In this lawsuit, the Plaintiffs claim that Fifth Third, misrepresented the annual percentage interest rate (“APR”) associated with Early Access loans and charged higher interest rates on those loans. The lawsuit claims that Fifth Third offered these short-term loans to its checking account customers under the name “Early Access” and that the bank stated the loans had a 120% APR (“annualized percentage rate”), but that APR is only correct when the loan is repaid in 30 days. The lawsuit alleges that most customers repaid the majority of Early Access loans prior to 30 days—resulting in APRs higher than 120%.

### 5. What are the Plaintiffs asking for?

The Plaintiffs are asking the Court for monetary damages, declaratory relief, and injunctive relief on behalf of the Classes.

More information about the lawsuit is in the Consolidated Class Action Amended Complaint, which you may view at [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com).

**Questions? call 1-866-991-0887 or visit [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com)**

## 6. What does Fifth Third say?

Fifth Third denies the claims and allegations in the lawsuit. Fifth Third says that the correct payment terms for its Early Access loans were clear and unambiguous and easily understood by its customers, so no breach of contract occurred. More information about what Fifth Third says is in its Answer to the Amended Complaint, which you may view at [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com).

## 7. Has the Court decided who is right?

No. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their case at trial, which has not yet been scheduled.

## WHO IS IN THE CLASS

### 8. How do I know if I am part of this?

Pursuant to Rule Federal Rules of Civil Procedure 23, the Court certified the following classes:

Breach of Contract Class: All persons in the United States who enrolled in Fifth Third's Early Access Loan Program prior to May 1, 2013 and took out at least one Early Access Loan.

TILA Class: All persons in the United States who were enrolled in Fifth Third's Early Access Loan Program from August 3, 2011 through April 30, 2013.

### 9. I'm still not sure if I am included in the Classes.

If you are still not sure whether you are included in the Classes, you can visit the website [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com), call toll free 1-866-991-0887, or write to Klopfenstein v. Fifth Third Bank, P.O. Box 5468, Portland, OR 97228-5468 for more information.

## YOUR RIGHTS AND OPTIONS

If you are a Class Member, you must decide whether to stay in the Classes or whether to exclude yourself before a possible trial. You have to decide this by **September 30, 2021**.

### 10. What happens if I do nothing at all?

If you do nothing, you will stay in the Classes. If you stay in, you will be legally bound by all of the decisions that the Court makes, and if the Plaintiffs obtain money or benefits you may be entitled to a share. Regardless of the outcome of the lawsuit, however, you will never be able to sue (or continue to sue) Fifth Third about the legal claims in this case.

### 11. What happens if I exclude myself?

If you exclude yourself from the Classes, and the lawsuit obtains any money or benefits, you will not be eligible to claim any of that money or those benefits. You also will not be legally bound by the Court's judgments if you exclude yourself. You will be able to sue (or continue to sue) Fifth Third on your own about the legal claims that are involved in this case, now or in the future, assuming your claims are not time-barred (you should consult your own lawyer to make such a determination).

**Questions? call 1-866-991-0887 or visit [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com)**

## 12. How do I request to be excluded?

To exclude yourself, you must send in a “Request to be Excluded from the Classes” in *Klopfenstein v. Fifth Third Bank*, Case No. 1:12cv851. Be sure to include your name, address, and signature. You must mail your Exclusion Request postmarked by **September 30, 2021**, to:

Klopfenstein v. Fifth Third Bank Exclusions,  
P.O. Box 5468  
Portland, OR 97228-5468

## THE LAWYERS REPRESENTING THE CLASS

## 13. Do I have a lawyer in this case?

Yes. The Court appointed Hassan Zavareei of Tycko & Zavareei, Stuart E. Scott of Spangenberg Shibley & Liber LLP, and Jason Whittemore of Wagner McLaughlin, P.A. as “Class Counsel” pursuant to Federal Rules of Civil Procedure 23(g)(1). You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in court for you in this case, you may hire one at your own expense.

## 14. How will the lawyers be paid?

If Class Counsel obtains money or benefits for the Classes, they may ask the Court for fees and expenses. You will not have to pay these fees and expenses out of your own pocket. If the Court grants Class Counsel’s request, the fees and expenses will either be deducted from any money obtained for the Classes or paid separately by Fifth Third.

## 15. May I get my own lawyer?

If you are in the Classes, you are not required to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you can hire one at your own expense. For example, you can ask him or her to appear in court for you if you want someone other than Class Counsel to speak for you.

## A TRIAL

## 16. How and when will the Court decide who is right?

If the case is not dismissed or settled, the Plaintiffs will have to prove their claims at a trial. No date has been set for a trial. During the trial, the judge and/or jury will hear evidence in order to determine whether the Plaintiffs or Fifth Third are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win any money or benefits for the Classes as a result of a trial.

## 17. Do I have to come to the trial?

You will not need to attend the trial unless you choose to do so or you are asked to attend by the Court. You and/or your own lawyer are welcome to come, at your own expense. Check the website or call 1-866-991-0887 and ask to be kept informed of the trial schedule.

### **18. Will I get money after the trial?**

If the Plaintiffs obtain money or benefits as a result of the trial, you will be notified about how to submit a claim to participate (if necessary). Currently there is no trial date. It is unknown how long this will take. Information will be posted on the website [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com) as it becomes available. You can access the website whether you stay in the lawsuit or exclude yourself.

## **GETTING MORE INFORMATION**

### **19. Are more details available?**

Visit the website at [www.EarlyAccessLoanLitigation.com](http://www.EarlyAccessLoanLitigation.com), where you will find the Opinion & Order certifying the Class, the Consolidated Class Action Amended Complaint that the Plaintiffs lodged, and Fifth Third Bank's Answer to the Amended Complaint as well as any other documents the Court may require. You may also call toll-free at 1-866-991-0887, email them at [info@EarlyAccessLoanLitigation.com](mailto:info@EarlyAccessLoanLitigation.com) for more information, or write to Klopfenstein v. Fifth Third Bank, P.O. Box 5468, Portland, OR 97228-5468.