

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

STEVEN FOX, Individually and on Behalf of All
Others Similarly Situated,

Plaintiff,

vs.

FIFTH THIRD BANCORP, GREG D.
CARMICHAEL, TAYFUN TUZUN, MARK D.
HAZEL, NICHOLAS K. AKINS, B. EVAN
BAYH III, JORGE L. BENITEZ, KATHERINE
B. BLACKBURN, EMERSON L. BRUMBACK,
JERRY W. BURRIS, GARY R. HEMINGER,
JEWELL D. HOOVER, EILEEN A.
MALLESCH, MICHAEL B. MCCALLISTER,
and MARSHA C. WILLIAMS,

Defendants.

Case No. 2020CH05219

Judge: Hon. Celia G. Gamrath

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation”) is made and entered into by and between (i) Plaintiff Steven Fox (“Plaintiff”), by and through his counsel of record, on behalf of himself and all other members of the Settlement Class (defined below), on the one hand; and (ii) Fifth Third Bancorp (“Fifth Third” or the “Company”); (iii) Greg D. Carmichael, Tayfun Tuzun, Mark D. Hazel Nicholas K. Akins, B. Evan Bayh III, Jorge L. Benitez, Katherine B. Blackburn, Emerson L. Brumback, Jerry W. Burris, Gary R. Heminger, Jewell D. Hoover, Eileen A. Mallesch, Michael B. McCallister, and Marsha C. Williams (collectively, the “Individual Defendants” and, together with Fifth Third, the “Defendants”), on the other, by and through their

counsel of record in the above-captioned litigation (the “Action”), which is pending before the Honorable Celia G. Gamrath of the Circuit Court of Cook County, Illinois (the “Court”). This Stipulation is intended by Plaintiff and Defendants (collectively, the “Parties”) to fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, discharge, and dismiss with prejudice, and without costs, the Plaintiff’s Released Claims (defined below) and Defendants’ Released Claims (defined below), upon and subject to the terms and conditions hereof and subject to the Court’s approval.

WHEREAS:

A. All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms as set forth herein and in ¶ 1 hereof entitled “Definitions.”

B. On May 21, 2018, Fifth Third first announced that it had signed a definitive agreement to acquire MB Financial, Inc. (“MB Financial”) (which acquisition is referred to herein as the “MB Financial Acquisition”).

C. As consideration for the MB Financial Acquisition, on or about March 22, 2019, Fifth Third issued approximately 131 million new shares of Fifth Third common stock directly to former shareholders of MB Financial common stock as follows: every MB Financial shareholder received 1.45 shares of newly issued Fifth Third common stock, as well as \$5.54 in cash, for each share of MB Financial common stock they owned (the “Offering”).

D. To effectuate the Offering, on June 21, 2018, Defendants filed with the U.S. Securities and Exchange Commission (the “SEC”) a registration statement on Form S-4 for 131,031,319 shares of Fifth Third common stock, which, following an amendment thereto on August 2, 2018, was declared effective by the SEC on August 3, 2018 (the “Registration

Statement”). On August 3, 2018, both Fifth Third and MB Financial filed with the SEC a Form 424B3 for the Offering (the “Proxy/Prospectus”), which forms part of the Registration Statement.

E. On July 31, 2020, Plaintiff commenced the Action through the filing of a Complaint for Violations of the Securities Act of 1933 (the “Complaint”) on behalf himself and all persons and entities who purchased, exchanged common stock of MB Financial for, or otherwise acquired Fifth Third common stock pursuant and/or traceable to the Registration Statement, alleging misstatements and omissions in the Registration Statement.

F. On August 10, 2020, Plaintiff filed a Motion to Certify the Class and Appoint Class Representative, Class Counsel, and Liaison Counsel and a Memorandum of Law in support thereof requesting the Court enter an order: (i) certifying a class; (ii) appointing Plaintiff as class representative; (iii) appointing Labaton Sucharow LLP as class counsel; (iv) appointing the Law Office of Michael D. Smith, P.C. as liaison counsel; and (v) granting such other and further relief as the Court deemed just.

G. On October 13, 2020, Defendants filed a Motion to Dismiss Plaintiff’s Complaint Pursuant to 735 ILCS 5/2-615 (the “Motion to Dismiss”). On November 23, 2020, Plaintiff filed a Memorandum of Law in Opposition to the Motion to Dismiss. On December 21, 2020, Defendants filed a Reply Memorandum of Law in further support of the Motion to Dismiss.

H. On March 16, 2021, the Court held oral argument on the Motion to Dismiss. On March 19, 2021, the Court held an additional hearing on the Motion to Dismiss and issued an oral ruling denying the Motion to Dismiss and entered a written order to that effect on March 24, 2021.

I. On April 23, 2021, Defendants filed their Answer and Affirmative Defenses to Plaintiff’s Complaint (the “Answer”). On June 11, 2021, Plaintiff filed a Response to the Answer and a Motion to Strike Six of Defendants’ Eight Affirmative Defenses and a Memorandum of Law

in Support thereof (the “Motion to Strike”). On July 21, 2021, Defendants filed a Memorandum of Law in Opposition to the Motion to Strike. On August 20, 2021, Plaintiff filed a Reply Memorandum of Law in further support of the Motion to Strike.

J. Beginning in May 2021, discovery, including requests for production of documents, requests for admissions, and interrogatories, commenced.

K. On August 30, 2021, the Court issued an order denying the Motion to Strike.

L. On September 20, 2021, Plaintiff filed an amended response to the Answer reflecting the Court’s denial of the Motion to Strike.

M. On October 29, 2021, Plaintiff filed a Motion to Compel the Production of Documents and a Memorandum of Law in support thereof (the “Motion to Compel”). On November 15, 2021, Defendants filed a Memorandum in Opposition to the Motion to Compel. On November 22, 2021, Plaintiff filed a Reply Memorandum of Law in further support of the Motion to Compel.

N. On December 13, 2021, the Court held a status conference and issued an oral ruling denying the Motion to Compel and entered an order to that effect that same day.

O. Between October 2021 and April 2022, the parties engaged in document discovery.

P. In May 2022, the Parties began discussing the possibility of resolving the claims asserted in the Action through mediation. Thereafter, the Parties engaged Jed Melnick, Esq. (the “Mediator”), a well-respected and experienced mediator, to assist them in exploring a potential negotiated resolution of the Action.

Q. On August 22, 2022, the Parties participated in an all-day mediation session with the Mediator to explore a potential negotiated resolution of all claims against Defendants. The mediation involved an extended effort to settle the claims and was preceded by the exchange of

mediation statements and supporting materials. While the Parties were unable to reach an agreement in principle on that day, settlement discussions continued, facilitated by the Mediator.

R. On November 30, 2022, the Court entered an agreed order staying the Action based on the Parties' representation that they were in the process of documenting an agreement in principle to resolve the Action.

S. Following ongoing discussions, the Parties reached an agreement in principle to settle the matter, which was memorialized in a Term Sheet executed on January 19, 2023, subject to the negotiation of a mutually acceptable stipulation of settlement.

T. Plaintiff, through Lead Counsel, has conducted a thorough investigation relating to the claims, defenses, and underlying events and transactions that are the subject of the Action. This process included reviewing and analyzing: (i) documents filed publicly by the Company with the SEC; (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning the Company and the Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) documents produced by Defendants in the Action; and (v) the applicable law governing the claims and potential defenses. Lead Counsel also: (i) served document requests through the Freedom of Information Act on the Consumer Financial Protection Bureau and reviewed documents produced in connection therewith; and (ii) consulted with experts on damages and causation issues.

U. Plaintiff believes that the claims asserted in the Action have merit and that the information developed to date supports the claims asserted. However, in entering into the Settlement, Plaintiff and Lead Counsel have taken into account the uncertain outcome of this litigation, including, in particular, the difficulty of proving violations of federal securities laws alleged in the Action as well as the strength of the defenses that Defendants have asserted or could

have asserted during the motion for class certification, motion for summary judgment, and at trial. Plaintiff and Lead Counsel have also taken into account that this case would take years to litigate, at great cost, and with a chance of no recovery for the Plaintiff and Settlement Class at the end of a trial. Based upon their investigation, prosecution, review of discovery produced to date, and mediation of the case, Plaintiff and Lead Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate to Plaintiff and the other members of the Settlement Class, and in their best interests.

V. Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Defendants have denied and continue to deny that they made any false or misleading statements in the Registration Statement. Defendants have denied and continue to deny each and every one of the claims that was alleged or could have been alleged by Plaintiff in the Action, on behalf of the proposed class, including all claims in the Complaint, as well as any allegations that Plaintiff or any member of the proposed class have suffered damages or were otherwise harmed by the conduct alleged in the Action. Defendants continue to believe that the claims asserted against them in the Action are without merit and reserve their rights to challenge, among other things, class certification if the Settlement does not become effective as set forth herein. This Stipulation and the provisions herein shall not be deemed to be, or offered or received in evidence as, a presumption, a concession or an admission of any fault, liability, or wrongdoing or damage whatsoever by any Defendant.

NOW THEREFORE, without any concession by Plaintiff that the Action lacks merit, and without any concession by the Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND AGREED**, by and among the Parties to this Stipulation,

through their respective attorneys, subject to approval by the Court pursuant to 735 ILCS 5/2-801, *et seq.*, that, in consideration of the benefits flowing to the Parties hereto, all Released Claims (defined below) and all Released Defendants' Claims (defined below), as against all Released Parties (defined below), shall be fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice, and without costs, upon and subject to the following terms and conditions:

DEFINITIONS

1. As used in this Stipulation, the following terms shall have the meanings set forth below. In the event of any inconsistency between any definition set forth below and any definition in any other document related to the Settlement, the definition set forth below shall control.

(a) "Action" means the civil action captioned *Fox v. Fifth Third Bancorp, et al.*, No. 2020-CH-05219, pending in the Circuit Court of Cook County, Illinois, before the Honorable Celia G. Gamrath.

(b) "Alternative Judgment" means a form of final judgment that may be entered by the Court but in a form other than the form of Judgment provided for in this Stipulation and where none of the Parties hereto elects to terminate this Settlement by reason of such variance.

(c) "Authorized Claimant" means a Settlement Class Member who submits a valid Claim Form to the Claims Administrator that is accepted for payment.

(d) "Claimant" means a Person who submits a Claim Form to the Claims Administrator seeking to share in the proceeds of the Net Settlement Fund.

(e) "Claims Administrator" means the firm to be retained by Lead Counsel, subject to Court approval, to provide all notices approved by the Court to Settlement Class Members, to process Proofs of Claim, and to administer the Settlement.

(f) “Court” means Circuit Court of Cook County, Illinois.

(g) “Defendants’ Counsel” means the law firm of Skadden Arps, Slate, Meagher & Flom LLP.

(h) “Effective Date” means the date upon which the Settlement shall have become effective, as set forth in ¶ 39 below.

(i) “Escrow Account” means the escrow account at Citibank, N.A. (Private Bank), a national banking institution, established by Lead Counsel to receive the Settlement Amount for the benefit of the Settlement Class pursuant to this Stipulation and subject to the jurisdiction of the Court.

(j) “Escrow Agent” means Labaton Sucharow LLP.

(k) “Fee and Expense Application” means Lead Counsel’s application, on behalf of all Plaintiff’s Counsel, for an award of attorneys’ fees and payment of Litigation Expenses incurred in prosecuting the case, including any service award to Plaintiff.

(l) “Final” means an order or judgment as to which there is no pending appeal, stay, motion for reconsideration, motion to vacate, or similar request for relief, and as to which the period of time for a party to seek any such appeal, stay, motion for reconsideration, motion to vacate, or similar request for relief has expired, or if any such appeal, stay, motion for reconsideration, motion to vacate, or similar request has been filed, after such appeal, stay, motion for reconsideration, motion to vacate, or similar request has been denied and the order or judgment has been upheld in all material respects and is no longer subject to review. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation of the Net Settlement Fund, or to the Court’s award of attorneys’ fees or expenses, shall not in any way

delay or affect the time set forth above for the Judgment to become Final or otherwise preclude the Judgment from becoming Final.

(m) “Immediate Family” means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(n) “Judgment” means the proposed final order and judgment to be entered by the Court approving the Settlement and dismissing the Complaint in its entirety with prejudice, substantially in the form attached hereto as Exhibit B.

(o) “Lead Counsel” means Labaton Sucharow LLP.

(p) “Liaison Counsel” means the Law Office of Michael D. Smith. P.C.

(q) “Litigation Expenses” means the costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Plaintiff directly related to its representation of the Settlement Class), for which Lead Counsel intends to apply to the Court for payment or reimbursement from the Settlement Fund.

(r) “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded attorneys’ fees and Litigation Expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any other fees or expenses approved by the Court.

(s) “Notice” means the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses to be sent to Settlement Class Members, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1.

(t) “Notice and Administration Expenses” means all reasonable costs, fees, and expenses incurred in connection with providing notice to the Settlement Class and the administration of the Settlement, including but not limited to: (i) providing notice of the proposed Settlement by mail, publication, and other means to Settlement Class Members; (ii) receiving and reviewing Claim Forms; (iii) applying the Plan of Allocation; (iv) communicating with Persons for the purpose of effectuating the proposed Settlement and claims administration process; (v) distributing the proceeds of the Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

(u) “Offering” means Fifth Third’s offering of approximately 131 million shares of Fifth Third common stock to shareholders of MB Financial Inc. in connection with Fifth Third’s acquisition of MB Financial Inc. on or about March 22, 2019.

(v) “Person(s)” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

(w) “Plaintiff’s Counsel” means Lead Counsel and Liaison Counsel.

(x) “Plaintiff Releasors” means Plaintiff, each member of the Settlement Class, and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such. Plaintiff Releasors does not include any Person who submits a request for exclusion that is accepted by the Court.

(y) “Plan of Allocation” means the proposed Plan of Allocation of Net Settlement Fund, which, subject to the approval of the Court, shall be substantially in the form described in the Notice.

(z) “Proof of Claim” or “Claim Form” means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

(aa) “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

(bb) “Registration Statement” means the Form S-4 filed on or about June 21, 2018, which, following an amendment thereto on August 2, 2018, was declared effective by the SEC August 3, 2018 (the “Form S-4”). On August 3, 2018, both Fifth Third and MB Financial filed with the SEC a prospectus for the Offering on Form 424B3 (the “Proxy/Prospectus”), which forms part of the Registration Statement (the Proxy/Prospectus and the Form S-4, as amended, are referred to collectively herein as the “Registration Statement”).

(cc) “Released Claims” means any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues whether known or Unknown (as defined below), contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, mature or unmatured, accrued or unaccrued, apparent or unapparent, that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding (including but not limited to any claims under federal, state, foreign or common law, including the federal securities laws

and any state disclosure law) by or on behalf of Plaintiff or any other member of the Settlement Class, whether individual, direct, class, representative, legal, equitable, or any other type or in any other capacity, against Defendants and the Released Defendant Parties, that the Plaintiff Releasors (a) asserted in the Action; or (b) could have asserted in the Action or in any forum that arise out of, are based upon, or relate to, both (i) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action and (ii) the purchase or acquisition of Fifth Third publicly traded common stock pursuant and/or traceable to the Registration Statement for the Offering. For the avoidance of doubt, Released Claims do not include: (i) the causes of action asserted in *In re Fifth Third Bancorp Derivative Litigation*, No. 20-cv-4115 (N.D. Ill.); (ii) claims to enforce the Settlement; or (iii) the claims of any Person who submits a request for exclusion that is accepted by the Court.

(dd) “Released Defendant Parties” means Defendants and each of their respective former, present or future parents, subsidiaries, divisions, controlling persons, associates, related entities and affiliates and each and all of their respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, general or limited partners or partnerships, limited liability companies, members, joint ventures and insurers and reinsurers of each of them, in their capacities as such; and the predecessors, successors, assigns, estates, Immediate Family, heirs, executors, trusts, trustees, administrators, agents, legal representatives, and assignees of each of them, in their capacities as such.

(ee) “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description, whether known or Unknown Claims (as defined below),

whether arising under federal, state, common or foreign law, that Defendants could have asserted against any of the Released Plaintiff Parties, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement or claims against any Person who submits a request for exclusion that is accepted by the Court.

(ff) “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

(gg) “Released Plaintiff Parties” means each and every Settlement Class Member, Plaintiff, Plaintiff’s Counsel, and each of their respective past or present or future trustees, officers, directors, partners, employees, affiliates, contractors, auditors, principals, agents, attorneys, advisors, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, legal representatives, and limited liability companies, in their capacities as such; and the spouses, Immediate Family, legal representatives, administrators, trustees, executors, and heirs of any Released Plaintiff Party who is an individual, in their capacities as such, as well as any trust of which any Released Plaintiff Party is the settlor or that is for the benefit of any of their Immediate Family. Released Plaintiff Parties does not include any Person excluded from the definition of the Settlement Class, including any Person who timely and validly seeks exclusion from the Settlement Class.

(hh) “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

(ii) “Settlement Amount” means the total principal amount of five million five hundred thousand U.S. dollars (\$5,500,000).

(jj) “Settlement Class” means all persons and entities that purchased or otherwise acquired Fifth Third publicly traded common stock pursuant and/or traceable to the Registration Statement issued in connection with Fifth Third’s March 22, 2019 acquisition of MB Financial Inc., and who were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) the Individual Defendants’ Immediate Family members; (iii) the officers, directors, affiliates and subsidiaries of Fifth Third, at all relevant times, including Fifth Third’s employee retirement or benefits plan and their participants or beneficiaries to the extent they acquired Fifth Third common stock pursuant and/or traceable to the Registration Statement through any such plans; and (iv) any firm or entity in which any Defendant has or had a controlling interest. Also excluded from the Settlement Class are any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court.

(kk) “Settlement Class Member” means each person and entity who or which is a member of the Settlement Class.

(ll) “Settlement Fund” means the Settlement Amount and any interest earned thereon.

(mm) “Settlement Hearing” means the hearing to be held by the Court to determine, *inter alia*, whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved.

(nn) “Summary Notice” means the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses for publication, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-3.

(oo) “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation

of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants).

(pp) “Unknown Claims” means any and all Released Claims that the Plaintiff Releasers do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiff and Defendants shall expressly, and each Plaintiff Releaser shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Plaintiff Releasers or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows, suspects, or believes to be true with respect to the Action, the Released Claims, or the Released Defendants’ Claims, but Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each other Plaintiff Releaser shall be deemed to have fully, finally, and forever settled and released, and upon

the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiff and Defendants acknowledge, and all other Plaintiff Releasers by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. The obligations incurred pursuant to this Stipulation are (a) subject to approval by the Court and the Judgment reflecting such approval becoming Final; and (b) in full and final disposition of the Action with respect to the Released Parties and any and all of Released Claims and Released Defendants' Claims, upon and subject to with terms and conditions set forth herein.

3. For purposes of this Settlement only, the Parties agree to: (i) certification of the Action as a class action, pursuant to Section 2-801, *et seq.* of the Illinois Code of Civil Procedure on behalf of the Settlement Class as defined in ¶ 1(jj); (ii) the appointment of Plaintiff as Class Representative for the Settlement Class; and (iii) the appointment of Labaton Sucharow LLP as Class Counsel for the Settlement Class and the Law Office of Michael D. Smith P.C. as Liaison Counsel.

4. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Plaintiff and each and every other Plaintiff Releaser, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Defendant Parties and shall forever be barred and

enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties.

5. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

THE SETTLEMENT CONSIDERATION

6. In full and final settlement of the claims asserted in the Action against Defendants and in consideration of the releases specified in ¶¶ 4-5, above, all of which the Parties agree are good and valuable consideration, Defendants shall cause the Settlement Amount to be paid into the Escrow Account within twenty (20) business days of the later of (i) the date of entry of the Preliminary Approval Order or (ii) Lead Counsel providing to Defendants' Counsel the information necessary to effectuate a transfer of funds to the Escrow Account, including, but not limited to, wire transfer instructions, payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number.

7. With the sole exception of Defendants' obligation to secure payment of the Settlement Amount into the Escrow Account as provided for in ¶ 6 and Defendants' obligation pursuant to ¶ 36, Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the

administration of the Settlement, Escrow Account, or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

8. Other than the obligation of Defendants to cause the payment of the Settlement Amount pursuant to ¶ 6, Defendants shall have no obligation to make any other payments into the Escrow Account or to any Settlement Class Member pursuant to this Stipulation.

USE AND TAX TREATMENT OF SETTLEMENT FUND

9. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the Court; (iv) to pay any other fees and expenses awarded by the Court; and (v) to pay the claims of Authorized Claimants.

10. The Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶ 22-34 hereof. The Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall have been disbursed or returned, pursuant to the terms of this Stipulation, and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments) or shall deposit some or all of the funds in non-interest-

bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation (“FDIC”) in amounts that are up to the limit of FDIC insurance. Defendants and Defendants’ Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

11. After the Settlement Amount has been paid into the Escrow Account, the Parties and the Escrow Agent agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). All provisions of this Stipulation shall be interpreted in a manner that is consistent with the Settlement Amount being a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. In addition, the Escrow Agent shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this ¶ 11, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter to take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to timely occur. Consistent with the foregoing:

(a) For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent or its successors, who shall have sole

responsibility to timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, "Tax Returns") necessary or advisable with respect to the earnings on the funds deposited in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided in subparagraphs (b) and (c) of this ¶ 11.

(b) All Taxes shall be paid out of the Settlement Fund. In all events, Defendants and Defendants' Counsel shall have no liability or responsibility whatsoever for the Taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. Defendants and Defendants' Counsel shall have no liability or responsibility for the Taxes of the Escrow Account with respect to the Settlement Amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith. In the event any Taxes are owed by any of the Defendants or Defendants' Counsel on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund.

(c) Taxes with respect to the Settlement Amount and the Escrow Account shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Escrow Agent out of the Settlement Fund without prior order from the Court or approval by Defendants. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under

Treas. Reg. § 1.468B-2(1)(2)). Plaintiff and Defendants agree to cooperate with each other and their tax attorneys and accountants to the extent reasonably necessary, to carry out the provisions of this ¶ 11.

12. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or any other Person funding the Settlement on a Defendant's behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

ATTORNEYS' FEES AND EXPENSES

13. Lead Counsel, on behalf of all Plaintiff's Counsel, will apply to the Court for an award from the Settlement Fund of reasonable attorneys' fees and payment of Litigation Expenses incurred in prosecuting the claims, including a service award to Plaintiff, plus earnings on such amounts at the same rate and for the same periods as earned by the Settlement Fund. The Fee and Expense Application is not the subject of any agreement between Defendants and Plaintiff other than what is set forth in this Stipulation.

14. The amount of attorneys' fees and Litigation Expenses awarded by the Court is within the sole discretion of the Court. Any attorneys' fees and Litigation Expenses awarded by the Court shall be paid from the Settlement Fund to Lead Counsel immediately upon award of such attorneys' fees and Litigation Expenses and entry of the Judgment, notwithstanding the existence of any timely filed objections thereto or to the Settlement, potential for appeal therefrom, or collateral attack on the Fee and Expense Application, the Settlement, or any part thereof. Lead Counsel shall allocate any award of attorneys' fees and Litigation Expenses among Plaintiff's Counsel.

15. Any payment of attorneys' fees and Litigation Expenses pursuant to ¶¶ 13-14 above shall be subject to Lead Counsel's obligation to make refunds or repayments to the Settlement

Fund of any paid amounts, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or expenses is reduced or reversed by Final non-appealable court order. Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after receiving notice of the termination of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable court order, or notice of any reduction or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order. Lead Counsel agrees that it is subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

16. Defendants are obligated to cause the payment of the Settlement Amount into the Escrow Account as provided for in ¶ 6. Defendants shall otherwise have no responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Lead Counsel that may occur at any time.

17. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any attorneys' fees or Litigation Expenses among Plaintiff's Counsel, or to any other Person who may assert some claim thereto, or any fee or expense awards the Court may make.

18. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement Class Members, whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of payment for any award of attorneys' fees and expenses ordered by the Court.

19. The procedure for and the allowance or disallowance by the Court of any Fee and Expense Application are not part of the Settlement set forth in this Stipulation, and any order or proceeding relating to any Fee and Expense Application, including an award of attorneys' fees or expenses in an amount less than the amount requested by Lead Counsel, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation or affect or delay the finality of the Judgment approving the Stipulation and the Settlement set forth herein, including, but not limited to, the release, discharge, and relinquishment of the Released Claims against the Released Defendant Parties or any other orders entered pursuant to the Stipulation. Neither Plaintiff nor Lead Counsel may cancel or terminate the Stipulation or the Settlement, whether in accordance with ¶ 40 or otherwise, based on the Court's or any appellate court's ruling with respect to fees and expenses in the Action

NOTICE AND ADMINISTRATION EXPENSES

20. Except as otherwise provided herein, the Net Settlement Fund shall be held in the Escrow Account until the Effective Date.

21. Prior to the Effective Date, without further approval from Defendants or further order of the Court, Lead Counsel may pay from the Settlement Fund all Notice and Administration Expenses reasonably and actually incurred. Taxes and fees related to the Escrow Account and investment of the Settlement Fund may be paid as incurred, without further approval of Defendants or further order of the Court. After the Effective Date, any and all Notice and Administration Expenses may be paid from the Settlement Fund, without further approval of Defendants or further order of the Court. All costs of notice to the Settlement Class and administration of the Settlement will be paid solely out of the Settlement Fund, except that Defendants shall pay the costs of providing the Company's transfer records, as set forth in ¶ 36 below.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

22. The Claims Administrator, subject to such supervision and direction of Lead Counsel and/or the Court as may be necessary or as circumstances may require, shall administer the Settlement in accordance with the terms of this Stipulation, the Court-approved Plan of Allocation, and subject to the jurisdiction of the Court. Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the claims process, the disbursement of the Net Settlement Fund or the actions or decisions of the Claims Administrator, and shall have no liability to the Settlement Class in connection with such matters.

23. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized loss, as defined in the Plan of Allocation included in the Notice, or in such other plan of allocation as the Court may approve.

24. Defendants shall have no role in the development of, and will take no position with respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Lead Counsel may not cancel or terminate the Stipulation or the Settlement, whether in accordance with ¶ 40 or otherwise, based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in the Action. Defendants and Defendants' Counsel shall have no responsibility or liability for

reviewing or challenging claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

25. Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants.

26. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, the Claims Administrator shall, if feasible and economical after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, redistribute such balance in an equitable and economic fashion among Authorized Claimants who have received distributions from the Net Settlement Fund. Redistributions, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, shall continue to Authorized Claimants who have received distributions from the Net Settlement Fund until it is no longer feasible or economical to do so. Once it is no longer feasible or economical to make further distributions, any balance that still remains in the Net Settlement Fund after redistribution(s) and after payment of outstanding Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, shall be donated as follows: 50% to the Consumer Federation of America, a private, non-profit, non-sectarian 501(c)(3) organization, and 50% to the Legal Aid Society of Metropolitan Family Services, or as otherwise approved by the Court.

ADMINISTRATION OF THE SETTLEMENT

27. The Claims Administrator shall disseminate the Notice, substantially in the form of Exhibit A-1 attached hereto, the Claim Form, substantially in the form of Exhibit A-2 attached

hereto, and the Summary Notice, substantially in the form of Exhibit A-3 attached hereto, to the Settlement Class in accordance with this Stipulation and as ordered by the Court. Any Settlement Class Member who fails to timely submit a valid Claim Form (substantially in the form of Exhibit A-2) will not be entitled to receive any of the proceeds from the Net Settlement Fund, except as otherwise ordered by the Court or permitted by Lead Counsel, but nevertheless will be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and all releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Defendant Party concerning the Released Claims.

28. Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator, subject to Court supervision and direction as circumstances may require. Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead Counsel deems to be *de minimis* or formal or technical defects in any Claim Form submitted, or to accept untimely claims if distribution of the Net Settlement Fund will not be materially delayed thereby. Defendants and Defendants' Counsel shall have no liability, obligation, or responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund, or the reviewing or challenging of claims. Lead Counsel shall be solely responsible for designating the Claims Administrator, subject to approval by the Court.

29. For purposes of determining the extent, if any, to which a Claimant shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit A-2, supported by such documents as are designated therein,

including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator in its discretion, may deem acceptable;

(b) All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice, unless such deadline is extended by Lead Counsel in its discretion or by Order of the Court. Any Settlement Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or the discretion of Lead Counsel, late-filed Claim Forms are accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment and all releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Defendant Party concerning any of the Released Claims. A Claim Form shall be deemed to be submitted when mailed if received with a postmark on the envelope, mailed by first-class or overnight U.S. Mail, and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, and the Claims Administrator shall determine in accordance with this Stipulation the extent, if any, to which each claim shall be allowed;

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim Form in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies

in the Claim Form submitted. The Claims Administrator, under supervision of Lead Counsel, shall notify, in writing, all Claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so requests and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph (d) above, or a lesser period of time to the extent that the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation and a request for review thereof by the Court. If a dispute concerning a claim cannot otherwise be resolved, Lead Counsel shall thereafter present the request for review to the Court, on notice to Defendants' Counsel.

30. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, including but not limited to all releases provided for herein and in the Judgment, and the claim shall be subject to investigation and discovery under the Court's rules of civil procedure, provided that such investigation and discovery shall be limited to the Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. In connection with processing the Claim Forms, no discovery shall be allowed on the merits of the Action or the Settlement.

31. The determination of claims pursuant to the Stipulation and Court-approved Plan of Allocation shall be deemed final and conclusive against any and all Claimants. All Settlement Class Members whose claims are not approved shall be barred from participating in distributions

from the Net Settlement Fund, but nevertheless shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment and the releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Defendant Party concerning any of the Released Claims.

32. All proceedings with respect to the administration, processing, and determination of claims described by this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment. All Claimants waive any right to trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to claim determinations.

33. No Person shall have any claim of any kind against the Defendants, Released Defendant Parties, or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*, ¶¶ 27-34) or any of its subsections, or otherwise related in any way to the administration of the Settlement, including without limitation the processing, review, determination, calculation, investment, or distribution of the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, processing, review, or payment of any claim; nonperformance of the Claims Administrator; the payment or withholding of Taxes (including interest and penalties) owed by the Net Settlement Fund; or any losses incurred in connection therewith.

34. No Person shall have any claim against the Plaintiff, Plaintiff's Counsel, or the Claims Administrator based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

TERMS OF THE PRELIMINARY APPROVAL ORDER

35. Concurrently with the application for approval by the Court of the Settlement notice program contemplated by this Stipulation and promptly upon execution of this Stipulation, Lead Counsel shall apply to the Court for entry of the Preliminary Approval Order, which shall be substantially in the form annexed hereto as Exhibit A. The Preliminary Approval Order shall, *inter alia*, set the date for the Settlement Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement to the Settlement Class.

36. Defendants shall provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to Plaintiff or the Settlement Class, within twenty-one (21) calendar days following the Parties' execution of this Stipulation, transfer records lists in electronic searchable form containing the names and addresses of Persons who purchased or otherwise acquired Fifth Third publicly traded common stock pursuant and/or traceable to the Registration Statement issued in connection with Fifth Third's March 22, 2019 acquisition of MB Financial Inc., to the extent such lists are reasonably available from Fifth Third's transfer agent. The Claims Administrator shall disseminate the Notice and Summary Notice to the Settlement Class in accordance with this Stipulation and as ordered by the Court.

37. The Preliminary Approval Order shall provide that requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Lead Counsel shall provide Defendants' Counsel with copies of any request for exclusion from any Settlement Class Member and any written revocations of requests for exclusion on a rolling basis as expeditiously as possible by email. Upon receiving any request for exclusion pursuant to the Notice, Lead Counsel shall promptly, and certainly no later than five (5) calendar days after receiving the request or fifteen (15) calendar days prior to the Settlement Hearing, whichever is

earlier, notify Defendants' Counsel and provide a copy of such request and any documentation accompanying it by email. Upon receiving any written revocation of a request for exclusion, Lead Counsel shall immediately provide a copy of such revocation to Defendants' Counsel.

TERMS OF THE JUDGMENT

38. If the Court approves the Settlement contemplated by this Stipulation, Lead Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

EFFECTIVE DATE OF SETTLEMENT

39. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

- (a) entry of the Preliminary Approval Order, which shall be in all material respects in the form set forth in Exhibit A annexed hereto;
- (b) payment of the Settlement Amount into the Escrow Account;
- (c) none of the Parties has exercised his, her, or its respective option(s) to terminate the Settlement pursuant to the provisions of the Stipulation;
- (d) approval by the Court of the Settlement and all material terms set forth herein, following notice to the Settlement Class and the Settlement Hearing; and
- (e) the Judgment in all material respects in the form attached hereto as Exhibit B has been entered by the Court and has become Final; or in the event that an Alternative Judgment has been entered, the Alternative Judgment has become Final.

WAIVER OR TERMINATION

40. Defendants and Plaintiff shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice"),

through counsel, to all other Parties hereto, within fourteen (14) calendar days of: (i) the Court's Final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court's Final refusal to approve this Stipulation or any material part of it; (iii) the Court's Final refusal to enter (a) the Judgment in any material respect or (b) an Alternative Judgment that is acceptable to the Parties; or (iv) the date upon which the Judgment or Alternative Judgment is modified or reversed in any material respect by a Final order of the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States. For the avoidance of doubt, Plaintiff shall not have the right to terminate the Settlement due to any decision, ruling, or order respecting the Fee and Expense Application or any Plan of Allocation.

41. In addition to the foregoing, Fifth Third shall also have the sole right to terminate the Settlement in the event the Termination Threshold (defined below) has been reached.

(a) Simultaneously herewith, Defendants' Counsel and Lead Counsel are executing a confidential Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement"). The Supplemental Agreement sets forth certain conditions under which Fifth Third shall have the sole option to terminate the Settlement and render this Stipulation null and void in the event that requests for exclusion from the Settlement Class exceed certain agreed-upon criteria (the "Termination Threshold").

(b) The Parties agree to maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the Court unless a dispute arises as to its terms or as otherwise ordered by the Court. The Parties further agree that the Supplemental Agreement shall not otherwise be disclosed unless ordered by the Court. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Parties will undertake to have the Termination Threshold submitted to the Court *in camera* or under seal.

In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, with the exception of the provisions of ¶¶ 46-48 which shall continue to apply.

42. In addition to all of the rights and remedies that Plaintiff has under the terms of this Stipulation, Plaintiff shall also have the right to terminate the Settlement in the event that the Settlement Amount has not been paid in the time period provided for in ¶ 6 above, if Plaintiff has provided written notice of the election to terminate to all other Parties and, thereafter, there is a failure to pay the Settlement Amount within fourteen (14) calendar days of such written notice.

43. If, before the Settlement becomes Final, any Defendant files for protection under the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is appointed under bankruptcy or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiff, the Parties shall jointly move the Court to vacate and set aside the release given and the Judgment or Alternative Judgment entered in favor of that Defendant and that Defendant and Plaintiff and the members of the Settlement Class shall be restored to their litigation positions as of January 19, 2023. All releases and the Judgment or Alternative Judgment as to other Defendants shall remain unaffected.

44. If an option to withdraw from and terminate this Stipulation and Settlement arises under any of ¶¶ 40-43 above: (i) neither Defendants nor Plaintiff (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of

that option shall be made in good faith, but in the sole and unfettered discretion of Defendants or Plaintiff, as applicable.

45. With the exception of the provisions of ¶¶ 46-48, which shall continue to apply, in the event the Settlement is terminated as set forth herein or cannot become effective for any reason, then the Settlement shall be without prejudice, and none of its terms shall be effective or enforceable except as specifically provided herein; the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of January 19, 2023; and, except as specifically provided herein, the Parties shall proceed in all respects as if this Stipulation and any related order had not been entered. In such event, this Stipulation, and any aspect of the discussions or negotiations leading to this Stipulation shall not be admissible in this Action and shall not be used against or to the prejudice of Defendants or against or to the prejudice of Plaintiff, in any court filing, deposition, at trial, or otherwise.

46. In the event the Settlement is terminated or fails to become effective for any reason, any portion of the Settlement Amount previously paid, together with any earnings thereon, less any Taxes paid or due, less Notice and Administration Expenses actually incurred and paid or payable from the Settlement Fund, shall be returned to the Person(s) that made the deposit(s) within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Lead Counsel. At the request of Defendants' Counsel, the Escrow Agent or its designees shall apply for any tax refund owed on the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to the Person(s) that made the deposits or as otherwise directed by Defendants' Counsel.

NO ADMISSION

47. Except as set forth in ¶ 48 below, this Stipulation, whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, the Supplemental Agreement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of any of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or the Released Defendant Parties with respect to the truth of any allegation by Plaintiff and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity whatsoever, or of any infirmity in any of the Defendants' defenses;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any of the Defendants, or against or to the prejudice of Plaintiff, or any other member of the Settlement Class, as evidence of any infirmity in the claims of Plaintiff, or the other members of the Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties, Plaintiff, any other member

of the Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants or the Released Defendant Parties, Plaintiff, other members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(d) do not constitute, and shall not be construed against any of the Defendants or the Released Defendant Parties, Plaintiff, or any other member of the Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute and shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiff, or any other member of the Settlement Class, that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

48. Notwithstanding ¶47 above, the Parties, and their respective counsel, may file this Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. The Parties may file this Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Judgment or Alternative

Judgment. All Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

MISCELLANEOUS PROVISIONS

49. The Supplemental Agreement and all of the exhibits to the Stipulation, except any Plan of Allocation to the extent incorporated in those exhibits, are material and integral parts of this Stipulation and are fully incorporated herein by this reference.

50. The Parties intend the Settlement to be the full, final, and complete resolution of all claims asserted or that could have been asserted by the Parties with respect to the Released Claims and Released Defendants' Claims. Accordingly, the Parties agree not to make any application for sanctions, pursuant to Illinois Supreme Court Rule 137 or other court rule or statute, with respect to any claim or defense in this Action. The Judgment or Alternative Judgment, as the case may be, shall contain a finding that the Parties and their counsel at all times complied with the rules of civil procedure, including Illinois Supreme Court Rule 137 and any other applicable law or rule similar to Federal Rule of Civil Procedure 11, in connection with the maintenance, prosecution, defense, and settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement, with the help of a mediator, were negotiated at arm's-length and in good faith by the Parties and their respective counsel and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

51. This Stipulation, along with its exhibits and the Supplemental Agreement, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by counsel for all Parties hereto, or their successors.

52. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

53. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and any expenses and implementing and enforcing the terms of this Stipulation.

54. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver by any other Party, or a waiver by any Party of any other prior or subsequent breach of this Stipulation.

55. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire agreement among the Parties concerning the Settlement as against the Defendants, and no representation, warranty, or inducement has been made by any Party concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

56. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

57. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

58. All designations, agreements made, and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation.

59. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile or via email in pdf format shall be deemed originals.

60. This Stipulation shall be binding when signed, but the Settlement shall be effective upon the entry of the Judgment or Alternative Judgment and the payment in full of the Settlement

Amount, subject only to the condition that the Effective Date will have occurred.

61. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, including the Released Parties and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

62. The construction, interpretation, operation, effect, and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of Illinois without regard to conflicts of laws.

63. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

64. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement document, warrant and represent that they have the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

65. The Parties agree there will be no public announcements regarding the Settlement until the Company has announced or disclosed it.

66. The Parties and their respective counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as reasonably may be required to obtain Final approval by the Court of the Settlement.

67. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or overnight courier service, or by email transmission, with confirmation of receipt. Notice shall be provided to counsel at the addresses set forth below.

68. Except as otherwise provided herein, each Party shall bear its own costs.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of May 9, 2023.

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Counsel for Defendants

67. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or overnight courier service, or by email transmission, with confirmation of receipt. Notice shall be provided to counsel at the addresses set forth below.

68. Except as otherwise provided herein, each Party shall bear its own costs.

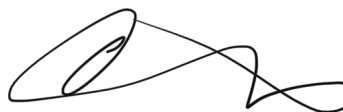
IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of May 9, 2023.

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