***Valenzuela v. Advantage Sales & Marketing LLC*, No. 8:24-cv-00460-AB-KES (C.D. Cal.)**
Amendment to Class Action Settlement Agreement

The definitions of "Committee," at Section 1.15, and "Released Claims," at Section 1.41 of the Class Action Settlement Agreement, shall be amended as follows (revisions in red and underlined), with all other provisions of the Class Action Settlement Agreement remaining unchanged:

1.15. "Committee" means the Advantage 401(k) Savings Plan Administrative Committee or the Advantage Sales and Marketing Retirement Plan Committee and any successor fiduciary committees.

1.41. "Released Claims" means any and all ~~past, present, and future~~ actual or potential claims (including claims for any and all losses, damages, unjust enrichment, attorneys' fees, disgorgement, surcharge, interest, litigation costs, injunction, declaration, contribution, reformation, accounting, indemnification, or any other type or nature of legal or equitable relief), actions, suits, demands, rights, obligations, liabilities, expenses, costs, and causes of action, accrued or not, whether arising under federal, state, or local law, whether by statute, regulation, contract, or equity, whether brought directly or indirectly, in an individual or representative capacity, whether accrued or not, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, based in whole or in part on acts or failures to act during the Class Period:

1.41.1. That arise out of, relate to, or are based on or have any connection with: (a) the selection, engagement, retention, monitoring, oversight, review, compensation, fees, costs, or performance of the Plan's recordkeeping and administrative service providers, and any of the allegations, acts, omissions, facts, matters, transactions, or occurrences that were or could have been alleged, asserted, or set forth in the Complaint related to the same; (b) the selection, nomination, appointment, retention, monitoring, or removal of the Plan's fiduciaries with respect to the Plan's recordkeeping and administrative service providers; (c) disclosures or failures to disclose information regarding the Plan's recordkeeping and administrative service arrangements; (d) the fees, costs, or expenses associated with recordkeeping and administrative services, including any fees paid through the use of revenue sharing, that are or were charged to, paid by, or reimbursed by the Plan or any Class Member; (e) Plan sponsor or Plan fiduciary decisions to pay or not pay fees for the Plan's recordkeeping and administrative services; and (f) alleged breach of the duty of loyalty, care, prudence, or any other fiduciary duties or prohibited transactions under ERISA with respect to the foregoing.

1.41.2. That would be barred by the principles of res judicata or collateral estoppel had the Recordkeeping Claim asserted been fully litigated and resulted in a Final Judgment, or based on entry of the Final Approval Order; or

1.41.3. That relate to the direction to calculate, the calculation of, the investments of money within (pursuant to Section 4.5), and/or the timing, method or manner of allocation of the Qualified Settlement Fund to the Plan or any Class Member in accordance with the Plan of Allocation; or

1.41.4. That relate to any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement; or

1.41.5. That relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.

1.41.6. The Class Representative, Class Members and the Plan expressly waive and relinquish, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," and any similar state, federal or other law, rule or regulation or principle of common law of any domestic governmental entity.

1.41.7. "Released Claims" does not include any claims the arise out of, relate to, or are based on or have any connection with: (a) the selection, oversight, retention, monitoring, compensation, fees, or performance of the Plan's investment options; (b) disclosures or failures to disclose information regarding the Plan's investment options; or (c) alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties or prohibited transactions under ERISA with respect to the Plan's investment options.

1.41.8. "Released Claims" is intended to include the Recordkeeping Claim, while preserving Plaintiff's right to continue litigating the Investment Claim.

1.41.9. "Released Claims" does not include any claims that the Class Representative or the Settlement Class have to the value of their respective vested account balances under the terms of the Plan and according to the Plan's records as of the date the Settlement becomes Final that the Class Representative or any Class Member has or may have arising solely under ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), to the extent such claims do not relate to the Released Claims in Section 1.41.1.

IN WITNESS WHEREOF, the Settling Parties (as defined in the Class Action Settlement Agreement) have executed this Amendment to Class Action Settlement Agreement on the date set forth below.

Dated: February 23, 2026

On behalf of Plaintiff, the Plan, and the Settlement Class:

MILLER SHAH LLP

/s/

James C. Shah
jcshah@millershah.com

On behalf of Advantage Sales & Marketing LLC and the Advantage 401(k) Savings Plan Administrative Committee:

MAYER BROWN LLP

/s/

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