Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ROBERT HUMPHRIES and DENNIS MOWRY, Individually and On Behalf of All Others Similarly Situated, Plaintiffs, v. MITSUBISHI CHEMICAL AMERICA, INC., MITSUBISHI CHEMICAL AMERICA EMPLOYEES' SAVINGS PLAN ADMINISTRATIVE COMMITTEE, TRAVIS BAYNE, SHINICHIRO IGUCHI, ROSE MARCHEK, PATRICIA SAUNDERS, TOM WELSH, TOM SKINTA, ATSUHIKO SATO, DEBORAH MOORER, KAREN ZORUMSKI, DANNETTE GRANT, DORIS FOSTER, BETH CASEY, DAN MICHALAK, KELLY EDWARDS, KEN SOUCY, and KITTY ANTWINE, Defendants.	Case No. 1:23-cv-06214 (JLR)

<u>CLASS ACTION SETTLEMENT AGREEMENT</u>

This Class Action Settlement Agreement is entered into between and among the Class Representatives, all Class Members, and the Defendants.

1. ARTICLE 1 – RECITALS

1.1. On July 19, 2023, Plaintiff Robert Humphries, individually and as a representative of a class of participants and beneficiaries of the Mitsubishi Chemical America Employees' Savings Plan, filed his complaint in the United States District Court for the Southern District of New York, Case No. 1:23-cv-06214. Plaintiff brought this action under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1109(a) and 1132, alleging that Mitsubishi Chemical America, Inc. ("Mitsubishi Chemical"), the Mitsubishi Chemical Board of Directors, the Mitsubishi Chemical America Employees' Savings Plan Administrative Committee (the "Administrative Committee"), and Kitty Antwine breached their fiduciary duties relating to the management, operation and administration of the Plan (defined below). Specifically, Plaintiff alleged that these defendants breached their fiduciary duties by offering "higher-cost" share classes of the Plan's mutual funds, failing to appropriately select and monitor the Plan's stable value fund, and failing to monitor the Plan's recordkeeping and administrative fees and expenses. Plaintiff sought to recover all alleged losses to the Plan resulting from each purported breach of duty and for other equitable relief.

1.2. The Court dismissed the complaint in its entirety, without prejudice, on November 7, 2024.

1.3. A first amended complaint was filed on December 6, 2024, which added Dennis Mowry as a plaintiff and a putative class representative, and which reasserted the breach of fiduciary duty claims as against Mitsubishi Chemical, the Mitsubishi Chemical Board of Directors, and the Administrative Committee, but this complaint did not restate any claims regarding the Plan's stable value fund, nor any claims against Kitty Antwine.

1.4. On August 19, 2025, the Court dismissed with prejudice Plaintiffs' excessive recordkeeping and administrative fees claim as well as all claims against the Mitsubishi Chemical Board of Directors. The Court allowed the case to proceed against Mitsubishi Chemical and the Administrative Committee on Plaintiffs' share class claim and related monitoring theories.

1.5. On May 28, 2026, the Court granted Plaintiffs' motion to name individual members of the Administrative Committee as defendants in the Action. Accordingly, Plaintiffs filed a Second Amended Complaint on June 1, 2026, to add the following individuals—Travis Bayne, Shinichiro Iguchi, Rose Marchek, Patricia Saunders, Tom Welsh, Tom Skinta, Atsuhiko Sato, Deborah Moorer, Karen Zorumski, Dannette Grant, Doris Foster, Beth Casey, Dan Michalak, Kelly Edwards, Ken Soucy, and Kitty Antwine—as additional defendants in the Action.

1.6. The parties engaged in fact discovery, including the production of thousands of pages of documents.

1.7. The Parties were to complete fact discovery by July 28, 2026.

1.8. On June 18, 2026, the Parties reached a settlement in principle following settlement negotiations that occurred over several months, facilitated by an experienced, neutral mediator. The terms of the Parties' settlement are memorialized in this Settlement Agreement.

1.9. The Class Representatives and Class Counsel consider it desirable and in the Class Members' best interests that the claims against Defendants be settled on behalf of the Class Representatives and the Class upon the terms set forth below, and they have concluded that such terms are fair, reasonable, and adequate and that this Settlement will result in benefits to the Class.

1.10. Defendants deny all liability for the claims made in the Action and maintain that they are without any fault or liability. This Settlement Agreement, and the discussions between the Settling Parties preceding it, shall in no event be construed as, or be deemed to be evidence of, an admission or concession on Defendants' part of any fault or liability whatsoever.

1.11. The Settling Parties have concluded that it is desirable that the Action be finally settled upon the terms and conditions set forth in this Settlement Agreement.

1.12. Therefore, the Settling Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

2. ARTICLE 2 – DEFINITIONS

As used in this Agreement, unless otherwise defined, the following terms have the meanings specified below:

2.1. "Action" means *Humphries, et al., v. Mitsubishi Chemical America, Inc., et al.*, Case No. 1:23-cv-06214 (JLR), pending in the United States District Court for the Southern District of New York.

2.2. "Active Account" means an individual investment account in the Plan with a balance greater than $0 as of the time of calculation of the Final Entitlement Amount defined in the Plan of Allocation.

2.3. "Administrative Expenses" means expenses incurred in the administration of this Agreement, including (a) all fees, expenses, and costs associated with providing the Long Form and Short Form Postcard Settlement Notices to Class Members, including the fees of the Plan's Recordkeeper to identify the names and addresses of Class Members; (b) related tax expenses (including taxes and tax expenses as described in Section 5.3); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation, including the fees of the Plan's Recordkeeper associated with implementing the Agreement, facilitating the distribution of funds under the Plan of Allocation, and gathering the data necessary to prepare the Plan of Allocation; (d) all fees and expenses of the Settlement Administrator and Escrow Agent; (e) all fees and expenses of the Independent Fiduciary; and (f) all fees, expenses, and costs associated with providing CAFA Notices. Excluded from Administrative Expenses are the Settling Parties' respective legal fees and expenses. Administrative Expenses shall be paid from the Gross Settlement Amount.

2.4. "Agreement" or "Settlement Agreement" means this agreement and its exhibits, including any modifications or amendments.

2.5. "Alternate Payee" means a Person other than a participant in the Plan or Beneficiary who is entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order ("QDRO").

2.6. "Attorneys' Fees and Costs" means the amount awarded by the Court as compensation for the services of Class Counsel. The amount of attorneys' fees for Class Counsel shall not exceed $55,000.00 and shall be recovered from the Gross Settlement Amount. Class Counsel also will seek reimbursement for reasonable litigation costs and expenses they advanced for the Action, not to exceed $45,000.00, which also shall be recovered from the Gross Settlement Amount.

2.7. "Authorized Administrator" means any entity, other than the Recordkeeper, with appropriate administrative authority under the Plan.

2.8. "Beneficiary" means a person who currently is entitled to receive a benefit under the Plan upon the death of a Plan participant, on either a primary or contingent basis, other than an Alternate Payee. A Beneficiary may include, but is not limited to, a spouse, surviving spouse, domestic partner, child, trust, or estate that is currently entitled to a benefit under the terms of the Plan.

2.9. "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711–1715.

2.10. "CAFA Notice" means notice of the proposed Settlement to the appropriate federal and state officials pursuant to CAFA, to be issued by the Settlement Administrator on behalf of Defendants.

2.11. "Case Contribution Awards" means the monetary amount awarded by the Court to each Class Representative in recognition of the Class Representative's assistance in the prosecution of the Action, for which Class Counsel may seek an amount not exceeding $1,500 per Class Representative payable from the Gross Settlement Amount. Any Class Contribution Award will be subject to the approval of the Court.

2.12. "Class Counsel" means the law firm Pomerantz LLP.

2.13. "Class Member(s)" or "Settlement Class Member(s)" means all individuals in the Settlement Class, including the Class Representatives.

2.14. "Class Period" means July 19, 2017, through the date of the Preliminary Approval Order.

2.15. "Class Representatives" means Robert Humphries and Dennis Mowry.

2.16. "Complaint" means the Class Action Complaint filed in this Action on July 19, 2023, or any amendment thereto, including but not limited to the Second Amended Complaint filed on June 1, 2026, at Docket No. 99 in this Action.

2.17. "Court" means the United States District Court for the Southern District of New York, the Hon. Jennifer L. Rochon presiding, or any successor judge in this Action.

2.18. "Defendants" means Mitsubishi Chemical, the Mitsubishi Chemical Board of Directors (identified in the Complaint as Jane and/or John Does 1 – 10), the Administrative Committee (together with Mitsubishi Chemical, the "MCA Defendants"), Travis Bayne, Shinichiro Iguchi, Rose Marchek, Patricia Saunders, Tom Welsh, Tom Skinta, Atsuhiko Sato, Deborah Moorer, Karen Zorumski, Dannette Grant, Doris Foster, Beth Casey, Dan Michalak, Kelly Edwards, Ken Soucy, and Kitty Antwine.

2.19. "Defense Counsel" means the law firm Mayer Brown LLP.

2.20. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq*.

2.21. "Escrow Agent" means the entity approved by the Settling Parties to act as escrow agent for any portion of the Gross Settlement Amount deposited in or accruing in the Qualified Settlement Fund pursuant to this Settlement Agreement.

2.22. "Final Approval Hearing" means the hearing scheduled by the Court to consider (a) any objections by Class Members to the Settlement; (b) Class Counsel's petition for Attorneys' Fees and Costs and Class Representatives' Case Contribution Awards; and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23(e).

2.23. "Final" means, with respect to any judicial ruling, order, or judgment, that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like ("Review Proceeding") has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of the judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand. Absent an appeal or other attempted Review Proceeding, the period after which the Final Order becomes Final is 30 days after its entry by the Court, as calculated under Fed. R. Civ. P. 6(a).

2.24. "Final Order" means the entry of the order and final judgment approving the Agreement, implementing the terms of this Agreement, and dismissing the Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit E.

2.25. "Former Participant" means a member of the Settlement Class who does not have an Active Account.

2.26. "Gross Settlement Amount" means the sum of $190,000.00 (one hundred ninety thousand dollars and zero cents), caused to be deposited into the Qualified Settlement Fund by Defendants and/or their insurer(s) in accordance with the Agreement. The Gross Settlement Amount shall be the full and sole payment to the Settlement Class, Plaintiffs, and Class Counsel made by or on behalf of Defendants in connection with the Settlement. Neither Defendants nor their insurer(s) will make any additional payment in connection with the Settlement of the Action.

2.27. "Independent Fiduciary" means an independent fiduciary who Defendants select to serve as a fiduciary to the Plan solely to approve and authorize the settlement of Released Claims on behalf of the Plan in accordance with Section 3.2. The Independent Fiduciary shall have no affiliation with or interest in any of the Settling Parties.

2.28. "Long Form Settlement Notice" means the notice, identical in all material respects to that attached as Exhibit B, to be made available on the Settlement Website (as defined in Section 2.45).

2.29. "Net Settlement Amount" means the Gross Settlement Amount minus (a) all Attorneys' Fees and Costs paid to Class Counsel as authorized by the Court; (b) all Case Contribution Awards as authorized by the Court; (c) all Administrative Expenses; and (d) a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date, and (3) an amount estimated for adjustments of data or calculation errors.

2.30. "Person" means an individual, partnership, corporation, governmental entity, or any other form of entity or organization.

2.31. "Plaintiffs" means the Class Representatives.

2.32. "Plan" means the Mitsubishi Chemical America Employees' Savings Plan, and any predecessor plans, successor plans, merged and/or acquired plans, individually and collectively, and any trust created under such plans during the Class Period.

2.33. "Plan of Allocation" means the method of allocating settlement funds to Class Members pursuant to Article 6 below. A proposed form of the Plan of Allocation is attached as Exhibit C.

2.34. "Preliminary Approval Order" means the order proposed by the Parties and approved by the Court in connection with the Motion for Entry of the Preliminary Approval Order to be filed by Class Representatives through Class Counsel in substantially the form attached as Exhibit D.

2.35. "Protective Order" means the protective order entered by the Court on November 11, 2025, at Docket No. 77.

2.36. "Qualified Settlement Fund" or "Settlement Fund" means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent in accordance with Article 6 of the Agreement and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).

2.37. "Recordkeeper" means the entity that maintains electronic records of the Plan's participants and their individual accounts.

2.38. "Released Claims" means any and all actual or potential claims (including, but not limited to, claims for any and all losses, damages, unjust enrichment, disgorgement, surcharge, interest, attorneys' fees, litigation costs, injunction, reformation, accounting, declaration, contribution, indemnification, or any other type of legal, equitable or remedial relief), actions, suits, demands, rights, obligations, liabilities, damages, attorneys' fees, expenses, costs, and causes of action that any Class Member ever had, now has, or will have in the future 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 through the date of the Final Order that:

2.38.1. Are, were or could have been asserted in the Action, arising under ERISA, or any other local, state, or federal statute, or law (or any rule or regulation associated therewith or promulgated thereunder) or the common law, that arise out of, relate to, or are based on any of the allegations, acts, omissions, facts, matters, transactions, or occurrences that were alleged, or could have been alleged based on the same nucleus of operative facts, to have occurred during the Class Period; and/or

2.38.2. Arise out of, relate in any way to, are based on, or have any connection with (a) the selection, oversight, retention, monitoring, compensation, fees, performance, or removal of the Plan's investment options, investment share classes, or investment providers; (b) the fees, costs, or expenses that are or were charged to, paid by, or reimbursed by the Plan or any Class Member; (c) the fees, costs, compensation, or expenses associated with the Plan's recordkeeping and administrative services, including the reallocation of funds collected but not used to defray Plan expenses; (d) Plan sponsor or Plan fiduciary decisions to pay or not pay certain Plan fees; (e) disclosures or failures to disclose information regarding the Plan's service providers, fees, or investment options; (f) the compensation received by the Plan's service providers; (g) the services provided to the Plan or the costs of those services; (h) the selection, nomination, appointment, retention, monitoring, and removal of the Plan's fiduciaries; (i) the management, oversight or administration of the Plan or its fiduciaries; or (j) alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties or prohibited transactions under ERISA; and/or

2.38.3. Would be barred by the principles of *res judicata* or collateral estoppel had the claims asserted been fully litigated and resulted in a Final judgment; and/or

2.38.4. Relate to any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement; and/or

2.38.5. Relate to the direction to calculate, the calculation of, and/or the 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

2.38.6. Relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone; and/or

2.38.7. Relate to the Settlement Administrator's work or any acts or omissions by the Settlement Administrator, unless brought against the Settlement Administrator alone.

2.38.8. For the avoidance of doubt, "Released Claims" do not include any claims for vested benefits that may be asserted against the Plan that the Class Representatives or any member of the Settlement Class 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 2.38. However, other claims that were asserted, or which could have been asserted, in this action for breaches of fiduciary duty under ERISA § 502(a)(2), 29 U.S.C. § 1132(a)(2), or ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3), are included within the definition of "Released Claims." "Released Claims" shall not include claims to enforce the Settlement.

2.39. "Released Parties" means (a) Defendants and each of the MCA Defendants' respective past and present predecessors, successors, members, employees, officers, directors, trustees, and affiliates; (b) Defendants' insurers, co-insurers, and reinsurers; (c) Mitsubishi Chemical's direct and indirect past, present, and future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, boards of trustees, boards of directors, officers, trustees, directors, partners, stockholders, agents, managers, members, employees, or heirs (including any individuals who serve or served in any of the foregoing capacities, such as members of the boards of trustees or boards of directors that are associated with any of Defendants' past, present, and future affiliates), and each Person that controls, is controlled by, or is under common control with them; (d) the Plan and the Plan's current and past fiduciaries, administrators, recordkeepers, service providers, investment advisors, trustees, consultants, auditors, attorneys, agents, insurers, and parties-in-interest; and (e) Defendants' independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, service providers to the Plan (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them.

2.40. "Review Proceeding" has the meaning set forth in Section 2.23.

2.41. "Settlement" means the settlement to be consummated under this Agreement and its exhibits pursuant to the Court's Final Order, including any modifications or amendments adopted pursuant to Section 16.10.

2.42. "Settlement Administrator" means Strategic Claims Services, an independent entity selected and retained by Class Counsel to administer the Settlement and Plan of Allocation.

2.43. "Settlement Class" means all persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Plan, and any Alternate Payee of a Person subject to a QDRO who participated in the Plan, at any time during the Class Period.

2.44. "Settlement Effective Date" means the date on which the Final Order is Final, as long as the Settlement has not been terminated by then in accordance with Article 14.

2.45. "Settlement Website" means the website established by the Settlement Administrator, at the direction of Class Counsel, on which will be posted the following documents or links to the following documents following the date of the Preliminary Approval Order: the Complaint, Settlement Agreement and its Exhibits, Long Form and Short Form Postcard Settlement Notices, Plaintiffs' Motion for Attorneys' Fees and Costs and Class Representatives' Case Contribution Awards, Plaintiffs' Motion for Final Approval of the Settlement, any Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Settlement Parties. The Settlement Administrator will take down the Settlement Website 90 days after it sends notice to Class Counsel and Defense Counsel that it has completed all aspects of the Plan of Allocation.

2.46. "Settling Parties" or "Parties" means the Class Representatives, on behalf of themselves, each of the Class Members, and Defendants.

2.47. "Short Form Postcard Settlement Notice" means the notice, identical in all material respects to that attached as Exhibit A, to be delivered to Settlement Class Members (as defined in Section 2.13) pursuant to Section 3.5 and made available on the Settlement Website (as defined in Section 2.45).

2.48. "Transferor" means Mitsubishi Chemical, any successor-in-interest, or its insurer or representative, as that term is defined within the meaning of Treas. Reg. § 1.468B-1(d)(1).

3. ARTICLE 3 – CLASS CERTIFICATION, REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY; PRELIMINARY SETTLEMENT APPROVAL; AND NOTICE TO THE CLASS

3.1. Class Certification. For purposes of this Settlement only, the Parties stipulate and agree, subject to Court Approval, to (i) certification of the Action as a class action, pursuant to Rules 23(a) and 23(b)(1) of the Federal Rules of Civil Procedure, on behalf of the Settlement Class; (ii) the appointment of Plaintiffs as class representatives for the Settlement Class; and (iii) the appointment of Class Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. The certification of the Settlement Class shall be binding only with respect to the Settlement and only if the Court issues the Final Order. If the Court does not issue the Final Approval Order and Judgment, then no Class shall be deemed to have been certified by, or as a result of, this Agreement, Defendants shall not be deemed to have admitted the propriety of certification of the Class under any provision of Federal Rule of Civil Procedure 23, and the Action shall for all purposes revert to its status on June 17, 2026.

3.1.1. Because the Class is being certified under Rule 23(b)(1), Class Members shall not be permitted to exclude themselves from the Class.

3.2. Independent Fiduciary. The Independent Fiduciary, retained by Defendants on behalf of the Plan, shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

3.2.1. The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, "Release of Claims and Extensions of Credit in Connection with Litigation," issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended ("PTE 2003-39"), in making its determination.

3.2.2. The Independent Fiduciary shall notify Defendants directly of its determination, in writing (with copies to Class Counsel and Defense Counsel), no later than 30 days before the Final Approval Hearing.

3.2.3. All fees and expenses associated with the Independent Fiduciary's determination and performance of its other obligations in connection with the Settlement will constitute Administrative Expenses to be deducted from the Gross Settlement Amount.

3.2.4. Defendants, Defense Counsel, and Class Counsel shall respond to the Independent Fiduciary's reasonable requests for information so the Independent Fiduciary can evaluate the Agreement.

3.2.5. If Defendants conclude that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, Defendants shall so inform the Independent Fiduciary within 15 business days of receipt of the determination**.**

3.2.6. A copy of the Independent Fiduciary's determination letter and report shall be provided to Class Counsel, who may file it with the Court in support of final approval of the Settlement.

3.3. Motion for Preliminary Approval. Unless stipulated by the Parties and an extension is granted by the Court, the Class Representatives, through Class Counsel, shall move for preliminary approval of the Settlement and for entry of the Preliminary Approval Order in substantially the form attached as Exhibit D, on August 31, 2026. Defendants will have the opportunity to review and provide input on the memorandum in support of the motion for preliminary approval prepared by Class Counsel and submitted to the Court. The Preliminary Approval Order to be presented to the Court shall, among other things:

3.3.1. Certify the Settlement Class for settlement purposes under Rule 23(b)(1) of the Federal Rules of Civil Procedure.

3.3.2 Approve the text of the Long and Short Form Postcard Settlement Notices, to be provided to Class Members identified by the Settlement Administrator, to notify them of the Final Approval Hearing and that notice of changes to the Settlement Agreement, future orders regarding the Settlement, modifications to the Class Notice, changes in the date or timing of the Final Approval Hearing, or other modifications to the Settlement, including the Plan of Allocation, may be provided to the Class through the Settlement Website without requiring additional mailed notice;

3.3.3. Cause the Settlement Administrator to send by first class mail the Settlement Notice to each Class Member identified by the Settlement Administrator based upon the data provided by the Plan's recordkeeper;

3.3.4. Determine under Federal Rule of Civil Procedure 23(e) that the Settlement Notices constitute reasonable and appropriate notice under the circumstances, provide due and sufficient notice of the Final Approval Hearing and of the rights of all Class Members, and comply fully with the requirements of Federal Rule of Civil Procedure 23, the Constitution of the United States, and any other applicable law;

3.3.5. Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against the Defendants, the Released Parties, or the Plan;

3.3.6. Set the Final Approval Hearing for a date no sooner than 90 calendar days after the date the Motion for Preliminary Approval is filed, in order to determine whether (i) the Court should approve the Settlement as fair, reasonable, and adequate, (ii) the Court should enter the Final Order, and (iii) the Court should approve the application(s) for Attorneys' Fees and Costs, Class Representatives' Case Contribution Awards, and Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;

3.3.7. Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Final Approval Hearing if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any notice of intent to appear or supporting documents must be filed at least thirty (30) calendar days before the scheduled Final Approval Hearing. Any person wishing to speak at the Final Approval Hearing shall file and serve a notice of intent to appear at least fifteen (15) calendar days before the scheduled Final Approval Hearing;

3.3.8. Provide that the Settling Parties may, but are not required to, serve discovery requests, including requests for documents and notice of deposition not to exceed two (2) hours in length, on any objector within ten (10) calendar days of receipt of the objection and that any responses to discovery or depositions must be completed within ten (10) calendar days of the discovery request being served on the objector;

3.3.9. Provide that any party may file a response to an objection by a Class Member at least seven (7) calendar days before the Final Approval Hearing;

3.3.10. Provide that the Final Approval Hearing may, without further direct notice to the Class, other than by notice to Class Counsel, be adjourned or continued by order of the Court; and

3.3.11. Approve the form of the CAFA Notices attached as Exhibit F and order that upon the mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under CAFA.

3.4. Settlement Administrator. Defendants and Defense Counsel shall use reasonable efforts to promptly respond to written requests, including by email, from the Settlement Administrator for readily accessible data that is reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation. The actual and reasonable expenses of any third party, including the Plan's Recordkeeper, that are necessary to perform such work shall be Administrative Expenses to be deducted from the Gross Settlement Amount.

3.4.1. The Settlement Administrator must agree to be bound by the Protective Order in this case and any further non-disclosure or security protocol required by the Settling Parties.

3.4.2. The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

3.4.3. At the request of the Settling Parties, the Settlement Administrator shall provide a written protocol addressing how the Settlement Administrator will maintain and store information relating to the Settlement to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of that information. The Settling Parties shall have the right to reject and approve that written protocol.

3.5. Settlement Notice. By the date and in the manner set by the Court in the Preliminary Approval Order, and unless otherwise set forth below, Class Counsel shall cause the Settlement Administrator to send to each Class Member identified by the Settlement Administrator the Short Form Postcard Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached as Exhibit A or as otherwise agreed by the Settling Parties and approved by the Court. The Short Form Postcard Settlement Notice shall be sent via first-class U.S. mail to the last known physical address of each Class Member provided by Defendants, Defendants' Counsel, and/or the Plan's Recordkeeper, unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided to the Settlement Administrator. Should the first-class mailing be returned, the Settlement Administrator will use its best efforts to verify the last known addresses provided by the Plan's Recordkeeper. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-send such documents one additional time. Class Counsel shall also cause a copy of the Long Form and Short Form Postcard Settlement Notices to be posted on the Settlement Website, and a link to the Settlement Website shall also appear on Class Counsel's website.

3.6. CAFA Notice. No later than 10 days after the filing of the motion for preliminary approval of the Settlement, the Settlement Administrator, on Defendants' behalf and with Defendants' approval, will draft, prepare, and serve the CAFA Notice on the Attorney General of the United States, the Secretary of the Department of Labor, and the attorneys general of all states in which Class Members reside, as specified by 28 U.S.C. § 1715. The CAFA Notice to be served shall be in the form as attached as Exhibit F.

4. ARTICLE 4 – FINAL SETTLEMENT APPROVAL

4.1. No later than 45 days before the Final Approval Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Order (Exhibit E) in the form mutually agreed upon by Class Counsel and Defense Counsel, which shall request the Court's approval of the Settlement and entry of the Final Order. The Final Order as proposed by the Parties shall provide for the following, among other things as is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

4.1.1. Approval of the Settlement of the Released Claims covered by this Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Plan and the Class, and directing the Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;

4.1.2. A determination under Federal Rule of Civil Procedure 23(e) that the Settlement Notice constitutes reasonable and appropriate notice under the circumstances, and that due and sufficient notice of the Final Approval Hearing and the rights of all Class Members has been provided;

4.1.3. Except for retention of jurisdiction to enforce the terms of the Settlement Agreement, dismissal with prejudice of the Action and all Released Claims asserted therein whether asserted by Class Representatives on their own behalf or on behalf of the Class, or derivatively to secure relief for the Plans, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;

4.1.4. That each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, shall be (i) conclusively deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plans, and the Released Parties from all Released Claims, and (ii) barred from suing Defendants, the Plans, or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Class

Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;

4.1.5. That each Class Member releases Defendants, Defense Counsel, Class Counsel, the Released Parties, and the Plan for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;

4.1.6. That all applicable CAFA requirements have been satisfied;

4.1.7. That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated pursuant to the Plan of Allocation approved by the Court.

4.1.8. That, with respect to any matters that arise concerning the implementation of distributions based on the Plan of Allocation, all questions not resolved by the Settlement Agreement shall be resolved by the Independent Fiduciary pursuant to the applicable law and governing Plan terms;

4.1.9. That the Independent Fiduciary shall not have any liability with respect to any questions it resolves regarding distributions beyond that provided for in applicable law and governing Plan terms; and

4.1.10. That within three (3) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

4.2. The Final Order and judgment entered by the Court approving the Agreement shall provide that upon its entry, all Settling Parties, the Settlement Class, and the Plan shall be bound by the Agreement and the Final Order.

5. ARTICLE 5 – ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

5.1. No later than 14 days after the Preliminary Approval Order is issued, the Settlement Administrator shall establish the Qualified Settlement Fund with the Escrow Agent. The Qualified Settlement Fund is intended to be, and will be, an interest-bearing "qualified settlement fund" within the meaning of Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1. The Settlement

Administrator shall timely make any elections that are necessary or advisable to carry out the provisions of this Section 5.1. If applicable, the Settlement Administrator (as the "administrator" pursuant to Section 5.2) and the Transferor shall fully cooperate in filing the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) to treat the Qualified Settlement Fund as coming into existence as a "qualified settlement fund" within the meaning of Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1 as of the earliest permitted date. Such elections shall comply with the procedures and requirements in those regulations. The Settlement Administrator shall prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties and thereafter cause the appropriate filing to be timely made.

5.2. The "administrator" within the meaning of Treas. Reg. § 1.468B-2(k)(3) shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed on behalf of the Qualified Settlement Fund all informational and other tax returns required by Treas. Reg. §§ 1.468B-2(k) and -2(l) with respect to the Gross Settlement Amount (including applying for a taxpayer identification number for the Qualified Settlement Fund pursuant to Internal Revenue Service Form SS-4 and in accordance with Treas. Reg. § 1.468B-2(k)(4)). These returns as well as any election described in Section 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Qualified Settlement Fund shall be deducted and paid from the Gross Settlement Amount as provided in Section 5.3.

5.3. Taxes and tax expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including: (a) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Amount, including any taxes or tax detriments that may be imposed on Defendants with respect to any income earned by the Gross Settlement Amount for any period when the Gross Settlement Fund does not qualify as a "qualified settlement fund" within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1; and (b) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5 (including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 5). Such taxes and tax expenses shall be Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Gross Settlement Amount. The Settlement Administrator shall ensure compliance with withholding and reporting requirements in accordance with Treas. Reg. § 1.468B-2(l) and shall be obligated (notwithstanding anything in the Agreement to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Escrow Account. The Settling Parties agree to cooperate with the Settlement Administrator, Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.

5.4. Within 30 days after the later of (a) the entry of the Preliminary Approval Order, or (b) the date the Qualified Settlement Fund is established and the Escrow Agent or Settlement Administrator (or Class Counsel) has furnished to Defendants and/or Defense Counsel in writing the Qualified Settlement Fund name, IRS W-9 Form, and all necessary wiring instructions, the Transferor shall deposit $50,000 into the Qualified Settlement Fund as the first installment of the Gross Settlement Amount.

5.5. Within 30 days after the Settlement Effective Date**,** the Transferor shall deposit the remainder of the Gross Settlement Amount ($140,000.00) into the Qualified Settlement Fund. However, the Transferor is not obligated to deposit the remainder of the Gross Settlement Amount until the Escrow Agent or Settlement Administrator provides to Defendants the escrow account name, IRS W-9 Form, and all necessary wiring instructions.

5.6. The Settlement Administrator shall, at the written direction of Class Counsel, cause the Escrow Agent to invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the full faith and credit of the United States Government or one of its agencies, or fully insured by the United States Government or one of its agencies, and shall cause the Escrow Agent to reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Qualified Settlement Fund shall be borne by the Qualified Settlement Fund.

5.7. The Settlement Administrator shall not disburse the Gross Settlement Amount or any portion of it from the Qualified Settlement Fund except as provided in this Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Settlement Administrator is authorized to execute transactions that are consistent with the terms of this Agreement.

5.8. The Settlement Administrator shall be solely responsible for providing for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund, and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. The Released Parties, Defense Counsel, and Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.

5.9. No later than February 15 of the year following the calendar year in which Defendants, their insurer(s), or agents make any transfer to the Qualified Settlement Fund pursuant to this Article 5, Defendants, their insurer(s), or agents shall timely furnish a statement to the Settlement Administrator that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B-3(e)(2)(ii), and shall attach a copy of the statement to its federal income tax return filed for the taxable year in which Defendants, their insurer(s), representatives, or agents make a transfer to the Qualified Settlement Fund.

6. ARTICLE 6 – PAYMENTS FROM THE QUALIFIED SETTLEMENT FUND

6.1. Disbursements from Qualified Settlement Fund before the Settlement Effective Date. Class Counsel, subject to the approval of Defendants (which shall not be unreasonably withheld), shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:

6.1.1. Settlement Notice Expenses. After entry of the Preliminary Approval Order, the Escrow Agent shall be directed in writing to disburse from the Qualified Settlement Fund an amount sufficient for the payment of costs of the Long Form and Short Form Postcard Settlement Notices. Class Counsel has selected the Settlement Administrator to assist with Class Notice, and Defendants have not objected to this selection. The Settlement Administrator shall abide by the Protective Order to protect information relating to the Settlement. Any costs, expenses, or fees incurred in connection with the administration of this Settlement shall be paid out of the Qualified Settlement Fund.

6.1.2. For taxes and expenses of the Qualified Settlement Fund as provided in Section 5.3.

6.1.3. For fees and expenses of the Independent Fiduciary up to a cap of $15,000. The Escrow Agent shall be directed to disburse money from the Qualified Settlement Fund to pay the reasonable costs, fees, and expenses of the Independent Fiduciary. To the extent Defendants and/or their insurer(s) pay any costs, fees, or expenses to the Independent Fiduciary before proceeds from the Qualified Settlement Fund are available for distribution, the Escrow Agent shall be directed to reimburse Defendants and/or their insurer(s) for those amounts.

6.1.4. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement.

6.1.5. For costs and expenses incurred by the Recordkeeper (or Authorized Administrator) in implementing this Settlement. To the extent Defendants pay these costs, they will have the right to recover any sums paid from the Qualified Settlement Fund.

6.2. Following the payment of the second installment of the Gross Settlement Amount as set forth in Section 5.5, Class Counsel shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:

6.2.1. For Attorneys' Fees and Costs, as approved by the Court, within 21 days of the Settlement Effective Date. The Court's failure to approve in part any application for Attorneys' Fees and Costs sought by Class Counsel shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Settlement. If the Agreement does not become effective, or the judgment or the order making the fee and cost award is reversed or modified, or the Agreement is canceled or terminated for any other reason, and the reversal, modification, cancellation, or termination becomes Final and not subject to review, and if the fee and cost award has been paid to any extent, then Class Counsel with respect to the entire fee and cost award shall within 30 days from receiving notice from Defense Counsel or from a court of appropriate jurisdiction, refund to the Qualified Settlement Fund the fees and expenses previously paid to it from the Qualified Settlement Fund plus interest at the same rate earned on the Qualified Settlement Fund in an amount consistent with such reversal or modification.

6.2.2. For Class Representatives' Case Contribution Awards, as approved by the Court, no later than 21 days of the Settlement Effective Date.

6.2.3. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement that were not previously paid and which fall within the terms of this Agreement.

6.2.4. For costs and expenses incurred by the Recordkeeper (or Authorized Administrator) in implementing this Settlement that were not previously paid and which fall within the terms of this Agreement. To the extent Defendants pay these costs, they will have the right to recover any sums paid from the Qualified Settlement Fund.

6.2.5. The Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund.

6.3. <u>Implementation of the Plan of Allocation</u>. With its motion for preliminary approval of the Settlement Agreement, Class Counsel shall propose to the Court a Plan of Allocation, in substantial conformity to the one attached as Exhibit C and subject to review and approval by Defendants to the extent the allocation raises Defendants' fiduciary responsibilities, which shall provide for the calculation, allocation, and distribution of the Net Settlement Amount. The Settlement Administrator shall be exclusively responsible and liable for calculating the amounts payable to Class Members pursuant to the Plan of Allocation. Upon the Settlement Effective Date, and after the amounts payable pursuant to Sections 6.1 and 6.2 have been disbursed, or, in the case of future estimated expenses set aside and withheld, Class Counsel shall direct the Escrow Agent to disburse the Net

Settlement Amount as provided by this Agreement and the Plan of Allocation within no more than 30 days of the Settlement Effective Date. The Recordkeeper or an Authorized Administrator shall allocate to the Plan accounts of Class Members who are not Former Participants any Net Settlement Amount as calculated by the Settlement Administrator according to the Plan of Allocation. Class Counsel shall direct the Settlement Administrator to provide to the Recordkeeper or Authorized Administrator the calculations made under the Plan of Allocation by no later than the date of the distribution of the Net Settlement Amount. The Settlement Administrator shall be responsible for distributing the Net Settlement Amount allocated to the Former Participants as provided by the Plan of Allocation, as well as complying with all tax laws, rules, and regulations and withholding obligations with respect to the Former Participants. The Defendants shall have no responsibility or liability related to the structure or taxability of any allocations made from the Net Settlement Amount pursuant to this Agreement. Nothing in this Agreement shall constitute approval or disapproval of the Plan of Allocation by Defendants, and Defendants shall have no responsibility or liability for the Plan of Allocation and shall take no position for or against the Plan of Allocation.

6.4. The Net Settlement Amount distributed pursuant to the Plan of Allocation shall constitute "restorative payments" within the meaning of Revenue Ruling 2002-45 for all purposes.

6.5. <u>Final List of Class Members</u>. No less than five (5) business days before the disbursement of the Net Settlement Amount to the Plans, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a final list of Class Members, in electronic format, to whom the Net Settlement Amount will be distributed in accordance with the Plan of Allocation. This list shall be final, and only persons on the list or their Beneficiaries or Alternate Payees shall be eligible to receive any recovery from the Settlement.

6.6. After the distribution of the Net Settlement Amount and allocation of the Net Settlement Amount pursuant to the Plan of Allocation, amounts allocable to Class Members who cannot be located or otherwise cannot receive their Settlement payment shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the Plan's participants. Once payment is complete, notice shall be promptly sent to Class Counsel and Defense Counsel.

7. ARTICLE 7 – ATTORNEYS' FEES AND EXPENSES

7.1. <u>Application for Attorneys' Fees and Expenses and Class Representatives' Case Contribution Awards</u>. Class Counsel intends to seek attorneys' fees not to exceed $55,000.00, and reasonable litigation costs and expenses advanced by Class Counsel during the Action, in an amount sought not to exceed $45,000.00, which shall be recovered from the Gross Settlement Amount. Class Counsel intends to seek $10,000 for obtaining the additional Plan management terms set forth in

Section 9 and up to one-fourth of the remaining Gross Settlement Amount (after deducting the $10,000 from the Gross Settlement Amount). Class Counsel also intends to seek Class Representatives' Case Contribution Awards in an amount not to exceed $3,000, in total, which shall be recovered from the Gross Settlement Amount.

7.2. Class Counsel will file a motion for an award of Attorneys' Fees and Costs no later than the deadline set by the Court in the Preliminary Approval Order.

8. ARTICLE 8 – RELEASE AND COVENANT NOT TO SUE

8.1. As of the Settlement Effective Date, the Plan (subject to Independent Fiduciary approval as required by Section 3.2) and each of the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged all Released Parties of and from all Released Claims, even if the Class Member discovers facts in addition to or different from those which the Class Member or Class Counsel now knows or believes to be true with respect to the Action and the Released Claims. This release will be effective whether or not each Class Member receives a monetary benefit from the Settlement, whether or not each Class Member actually receives the Long Form or Short Form Postcard Settlement Notices, and whether or not Class Members objected to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs.

8.2. As of the Settlement Effective Date, the Plan (subject to Independent Fiduciary approval as required by Section 3.2) and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, expressly agree that they, acting individually or together, or in combination with others, shall not, directly or indirectly, sue or seek to file, initiate, institute, maintain, prosecute, argue, or assert in any action or proceeding (including, but not limited to, an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration, or a proceeding before any state insurance or other department or commission) any cause of action, demand, or claim (including, but not limited to, third party claims, crossclaims, or counterclaims) on the basis of, connected with, or arising out of any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of this Agreement in accordance with the procedures set forth in the Agreement. No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Released Claims except as provided in this Agreement.

8.3. Class Counsel, the Class Representatives, Class Members, or the Plan may later discover facts in addition to or different from those they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Nevertheless, each Class Member and the Plan shall expressly, upon the entry of the Final Order, be deemed to have, and, by operation of the Final Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged all Released Claims. The Class Representatives, Class Members, and the Plan acknowledge and shall be deemed by operation of the Final Order to have acknowledged that the foregoing waiver was bargained for separately and is a key and material element of the Settlement embodied in this Agreement of which this release is a part.

8.4. Each Class Representative, each Class Member, and the Plan hereby stipulate and agree with respect to any and all Released Claims that, upon the Settlement Effective Date, the Class Members shall be conclusively deemed to, and by operation of the Final Order shall, settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation, Section 1542 of the California Civil Code, 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.

Also, the Class Representatives, Class Members, and the Plan shall, upon entry of the Final Order, with respect to the Released Claims, waive any and all provisions, rights, and benefits conferred by any law or of any State or territory in the United States or any foreign country, or any principle of common law, which is similar, comparable, or equivalent in substance to Section 1542 of the California Civil Code.

8.5. Each Class Representative hereby agrees that he will not voluntarily counsel, assist, encourage, or cooperate with any individual or entity, or their attorneys, in the investigation, initiation, or prosecution of any claim, lawsuit, action, or class action against the Released Parties concerning the Released Claims, unless compelled to do so by a valid subpoena, court order, or operation of law.

8.6. <u>Dismissal With Prejudice</u>. The Action and all Released Claims shall be dismissed with prejudice.

8.7. <u>No Impact on Prior Releases</u>. The release of the Released Claims shall not invalidate or impair any prior release of claims by any Class Members against any of the Released Parties.

9. ARTICLE 9 – ADDITIONAL TERMS

9.1. The MCA Defendants acknowledge that fees for core recordkeeping and administrative services are currently priced on a per-participant or per-account basis. The MCA Defendants agree to continue the practice of negotiating fees on a per-participant or per-account basis through a period of three years from the Settlement Effective Date.

9.2. To the extent revenue sharing is received by the Plan's recordkeeping vendor(s), any amount collected in excess of the per-participant or per-account fee for recordkeeping and administrative services, and not used to defray reasonable expenses of administering the Plan, shall continue to be rebated back to Plan participants in a manner the Administrative Committee determines to be fair, equitable, and appropriate under the circumstances through a period of three years from the Settlement Effective Date.

9.3. The Administrative Committee shall continue to review share class selections annually through a period of three years from the Settlement Effective Date.

10. ARTICLE 10 – COVENANTS

The Settling Parties covenant and agree as follows:

10.1. Taxation. Plaintiff acknowledges that the Released Parties have no responsibility for any taxes due on funds deposited in or distributed from the Qualified Settlement Fund or that the Plaintiffs or Class Counsel receive from the Gross Settlement Amount. Plaintiffs further acknowledge that any such tax payments, and any professional, administrative, or other expenses associated with such tax payments, shall be paid out of the Qualified Settlement Fund. Nothing in this Agreement shall constitute an admission or representation that any such taxes will or will not be due.

10.2. Cooperation. Defendants and Defense Counsel shall cooperate with Class Counsel by using reasonable efforts to provide, to the extent reasonably accessible, information as specified below in this section to identify Class Members and to implement the Plan of Allocation.

10.2.1. Defendants or Defense Counsel shall coordinate with the Recordkeeper to provide to the Settlement Administrator and/or Class Counsel after entry of the Preliminary Approval Order: (1) the names and last known addresses, e-mail addresses (to the extent available) of Class Members, as compiled from reasonably accessible electronic records maintained by the Recordkeeper; and (2) the Social Security numbers of Class Members to enable the Settlement Administrator to perform a National Change of Address search to update out-of-date addresses; and (3) the Plan's participant data reasonably necessary to perform calculations pursuant to the Plan of Allocation, specifically, quarterly account balances of Class Members, and if not available, the year-end balances of each Settlement Class Member's account for each year of the Class Period. With respect to the Plan of Allocation data, the Plan's Recordkeeper shall take commercially reasonable steps to ensure the data provided is complete as it exists in the Recordkeeper's systems. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel will be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the Recordkeeper pursuant to this Section.

10.2.2. The Settlement Administrator shall use the information provided through this Section to compile a preliminary list of Class Members for purposes of sending the Class Notice and calculating payments pursuant to the Plan of Allocation.

10.2.3. Class Counsel and their agents will use any information provided by Defendants, Defense Counsel, and/or the Recordkeeper pursuant to Section 10.2 solely for the purpose of providing notice and administering this Settlement, and will take reasonable and necessary steps as required by law and in accordance with the Protective Order to maintain the security and confidentiality of this information.

10.3. The Settling Parties shall reasonably cooperate with each other to effectuate this Settlement, including with respect to the Plan of Allocation, and shall not do anything or take any position inconsistent with obtaining a prompt Final Order approving the Settlement unless expressly permitted by this Agreement. The Settling Parties shall suspend any and all efforts to prosecute and to defend the Action pending entry of the Final Order or termination of the Agreement.

11. ARTICLE 11 – REPRESENTATION AND WARRANTIES

11.1. Settling Parties' Representations and Warranties. The Settling Parties represent and warrant as follows, and each Settling Party acknowledges that each other Settling Party is relying on these representations and warranties in entering into this Agreement:

11.1.1. That they have diligently prepared the case pursuant to the Court's orders; that they are voluntarily entering into this Agreement as a result of arm's length negotiations; that in executing this Agreement they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, about the nature, extent, and duration of their rights and claims and about all matters relating to the subject matter of this Agreement; and that, except as provided in this Agreement, they have not been influenced to any extent whatsoever in executing this Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Settling Party or by any Person representing any Settling Party. Each Settling Party assumes the risk of mistake as to facts or law. Each Settling Party further recognizes that additional evidence may have come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement.

11.1.2. That they have read the contents of this Agreement, and this Agreement is signed freely by each Person executing it on behalf of each of the Settling Parties. Each Settling Party further represents and warrants to the others that the Settling Party has investigated the facts pertaining to the Settlement and this Agreement to the extent the Settling Party deems necessary.

11.2. Signatories' Representations and Warranties. Each Person executing this Agreement on behalf of any other Person personally represents and warrants to the other Settling Parties that he or she has the authority to execute this Agreement on behalf of, and fully bind, each principal he or she represents or purports to represent.

12. ARTICLE 12 – NO ADMISSIONS

12.1. This Agreement embodies a compromise of disputed claims, and, whether approved or not approved, nothing in this Agreement, nor any document, appendix, or instrument delivered pursuant to this Agreement, including the furnishing of consideration as described in the Agreement, shall be deemed to constitute any finding, admission, or suggestion, or give rise to any inference, in this or any other proceeding (i) of the truth of any of the allegations contained in the Complaint or any of the subsequently-filed amended complaints, (ii) of any wrongdoing or admission of wrongdoing or liability by any Defendant, or (iii) that any particular party had a fiduciary status under ERISA.

12.2. Defendants specifically deny any liability or wrongdoing and state that they are entering into this Agreement to eliminate the burden and expense of further litigation. Further, the Class Representatives, while believing that the claims brought in the Action have merit, have concluded that the terms of this Agreement are fair, reasonable, and adequate to the Plan, themselves, and members of the Settlement Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA litigation. Neither the fact nor the terms of this Agreement shall be used or offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or proceedings arising out of or relating to the Final Order.

13. ARTICLE 13 – CONDITIONS TO FINALITY OF SETTLEMENT

This Settlement shall be contingent upon each of the following conditions in this Article 13 being satisfied. The Settling Parties agree that if any of these conditions are not satisfied, then this Agreement is terminated (subject to Defendants' right to waive the condition set forth in

Section 13.4) and the Action will, for all purposes with respect to the Settling Parties, revert to its status as of June 17, 2026, the day before the Parties reached an agreement in principle to settle the Action. If that happens, Defendants will not be deemed to have consented to the class certification order referenced in Section 13.1, the agreements and stipulations in this Agreement concerning the class definition or class certification shall not be used as evidence or argument to support class certification in the Court or in any appellate proceedings, and Defendants will retain all rights with respect to challenging class certification.

13.1. Court Approval and Class Certification for Settlement Purposes. The Court shall have granted certification of the Settlement Class for settlement purposes, the Settlement shall have been approved by the Court, the Court shall have entered the Final Order substantially in the form attached as Exhibit E, and the Settlement Effective Date shall have occurred.

13.2. Finality of Settlement. The Settlement shall have become Final.

13.3. Resolution of CAFA Objections (If Any). If any government officials object to and request modifications to the Settlement, the Class Representatives and Class Counsel agree to cooperate and work with Defendants and Defense Counsel to overcome or resolve any objections and requested modifications. If any objections or requested modifications are not overcome or resolved, Defendants shall have the right to terminate the Agreement pursuant to Article 14.

13.4. Settlement Authorized by Independent Fiduciary. At least 30 days before the Final Approval Hearing, the Independent Fiduciary shall have approved and authorized the Settlement in writing, and shall have given a release to all of the Released Parties in its capacity as fiduciary of the Plan for and on behalf of the Plan in accordance with PTE 2003-39. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then Defendants shall have the option to waive this condition within 15 business days after the Settling Parties' receipt of the Independent Fiduciary's written determination.

14. ARTICLE 14 – TERMINATION, CONDITIONS OF SETTLEMENT, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

14.1. The Agreement shall terminate and thereby become null and void with no further force or effect if, within ten (10) days after any of the following events, one of the Parties provides the other Parties with written notification of an election to terminate the Agreement and Settlement, provided that the Parties shall negotiate in good faith to cure any deficiency identified either by the Court or otherwise:

14.1.1. Under Section 3.2, (a) either the Independent Fiduciary does not approve the Agreement or disapproves the Agreement for any reason, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by PTE 2003-39; and (b) the Settling Parties do not mutually agree to modify the terms of this Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39; and (c) Defendants do not exercise their option to waive this condition as provided in Section 13.4;

14.1.2. The Preliminary Approval Order or the Final Order is not entered by the Court in substantially the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties;

14.1.3. The Settlement Class is not maintained as defined in this agreement or in a form which is otherwise agreed to by the Settling Parties;

14.1.4. This Agreement is disapproved by the Court or fails to become effective and the Settling Parties do not agree to modify the Agreement to obtain the Court's approval or otherwise effectuate the Settlement; or

14.1.5. The Preliminary Order or Final Order is finally reversed on appeal, or is modified on appeal, and the Settling Parties do not agree to those modifications.

14.2. If the Agreement is terminated, deemed null and void, or has no further force or effect, the Action shall revert to its status as of June 17, 2026, the day before the parties agreed to settle the Action in principle, and as though the Settling Parties never executed the Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned on them, shall be returned to Defendants, their representatives, or their insurer(s) within 30 days after the Agreement is terminated or deemed null and void, except as provided in Section 14.4.

14.3. If the Agreement is terminated, Administrative Expenses incurred prior to the termination shall be paid first from the interest earned, if any, on the Qualified Settlement Fund. Administrative Expenses in excess of the interest earned on the Qualified Settlement Fund shall be split evenly and paid by Class Counsel, on the one hand, and Defendants, on the other hand.

14.4. It shall not be deemed a failure to approve the Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs and/or Class Representatives' Case Contribution Awards and/or modifies any of the proposed orders relating to Attorneys' Fees and Costs and/or Class Representatives' Case Contribution Awards. Any appeals of such orders shall also not constitute grounds for cancellation or termination of the Agreement.

14.5. For the purposes of this Agreement, no order of the Court, or modifications or reversal on appeal of any order of the Court, solely concerning the administration of the Settlement or the persons performing such administrative functions, shall constitute grounds for cancellation or termination of the Agreement.

15. ARTICLE 15 – CONFIDENTIALITY OF THE SETTLEMENT NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED COMMUNICATIONS

15.1. Except as explicitly set forth below, the Settling Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Action and the Agreement, except that they may discuss the negotiations with Class Members, the Independent Fiduciary, and the Settling Parties' tax, legal, and regulatory advisors and auditors, provided that they do so pursuant to agreements that those persons or entities shall not further disclose such information and shall comply with this Article 15.

15.2. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not at any time make (or encourage or induce others to make) any public statement regarding the Action or the Settlement that disparages any Released Party, provided, however, that this prohibition does not preclude Class Counsel from restating or describing the allegations made in the Complaint for purposes of the motion for preliminary approval of the Settlement, motion for final approval of the Settlement, or the request for Attorneys' Fees and Costs, Administrative Expenses, and Class Representatives' Case Contribution Awards. This prohibition does not prohibit any Settling Party from making any statements pursuant to valid legal process or in response to a request or inquiry by a regulatory agency, or as required by law.

15.3. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not at any time make (or encourage or induce others to make) any public statement regarding the Action or the Settlement that disparages any Released Party, provided, however, that this prohibition does not preclude Class Counsel or Defense Counsel from restating or describing the allegations made in the Complaint or in any of the earlier-filed complaints for purposes of the motion for preliminary approval of the Settlement, motion for final approval of the Settlement, or the request for Attorneys' Fees and Costs, Administrative Expenses, and Class Representatives' Case Contribution Awards. This prohibition does not prohibit any Settling Party from making any statements pursuant to valid legal process or in response to a request or inquiry by a regulatory agency, or as required by law. Nothing in this provision shall preclude any Settling Party or its counsel from accurately describing the claims, defenses, procedural history, or terms of the Settlement.

15.4. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that Class Counsel may publish statements addressing the Settlement on its website and in its newsletter, and may accurately reference the Settlement in attorney biographies, resumes, and other materials describing Class Counsel's experience or results. Any such statement or reference may contain only public information, must be accurate, and must abide by the terms of the Settlement Agreement. Defendants, Class Representatives, Class Counsel, and Defense

Counsel shall not otherwise, directly or indirectly, issue or cause to be issued statements to the media regarding the Settlement.

15.5. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not publicly disclose the terms of the Settlement until the motion for preliminary approval of the Settlement has been filed with the Court, other than as necessary to administer the Settlement, or unless disclosure is made pursuant to valid legal process, in response to a request or inquiry by a regulatory agency, or as required by any applicable disclosure requirements or conventions or otherwise required by law.

16. ARTICLE 16 – GENERAL PROVISIONS

16.1. The Settling Parties agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Order, and to do anything reasonably necessary to effectuate preliminary and final approval and the implementation of this Agreement. The Settling Parties agree to provide each other with copies of draft filings necessary to effectuate this Settlement reasonably in advance of filing.

16.2. Defendants deny all allegations of wrongdoing. Defendants believe the Plan has been managed, operated, and administered reasonably and prudently, in the best interest of the Plan's participants, and in accordance with ERISA, including the fiduciary duty and prohibited transaction provisions of ERISA.

16.3. Neither the Settling Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (b) the determination of the Independent Fiduciary; (c) the management, investment, or distribution of the Qualified Settlement Fund; (d) the Plan of Allocation as approved by the Court; (e) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (f) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (g) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defense Counsel shall have any responsibility for or liability with respect to any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.

16.4. The Released Parties shall not have any responsibility for or liability with respect to the Plan of Allocation, including the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.

16.5. The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Class Representatives will provide no tax advice to the Class Members and make no representation about the tax consequences of any of the payments described in the Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.

16.6. Each Class Member who receives a payment under this Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Class Member shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit) related to any tax liability.

16.7. Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of the Class Representatives and Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any such action, in response to such request. Any action by Class Counsel to modify or enforce the Settlement Agreement shall be done without additional fee or reimbursement of expenses beyond the Attorneys' Fees and Costs determined by the Court.

16.8. This Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent federal law does not govern, New York law.

16.9. The Settling Parties agree solely for purposes of this Action that the Court has personal jurisdiction over the Settlement Class and Defendants and shall maintain personal and subject matter jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with this Agreement. Any motion or action to enforce this Agreement, including by way of injunction, may be filed in the U.S. District Court for the Southern District of New York, or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Agreement.

16.10. Before entry of the Preliminary Approval Order and approval of the Independent Fiduciary, this Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, the Agreement may be modified or amended only if the modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves the modification or amendment in writing. Following entry of the Preliminary Approval Order, the Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and by the Court.

16.11. The provisions of this Agreement may be waived only in a writing executed by the waiving party. The waiver of any breach of this Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or a waiver by any other party.

16.12. Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement, that she or it will in good faith execute and deliver documents and take actions reasonably necessary to effectuate this Agreement.

16.13. All of the attached exhibits are incorporated by reference. The exhibits shall be: Exhibit A – Short Form Postcard Settlement Notice; Exhibit B – Long Form Settlement Notice; Exhibit C – Plan of Allocation; Exhibit D – Proposed Preliminary Approval Order; Exhibit E – Proposed Final Order; and Exhibit F – CAFA Notice.

16.14. No provision of the Agreement or its exhibits shall be construed against or interpreted to the disadvantage of any party to the Agreement because that party is deemed to have drafted or requested the provision.

16.15. Principles of Interpretation. The following principles of interpretation apply to this Agreement:

16.15.1. Singular and Plural. Definitions apply to the singular and plural forms of each defined term.

16.15.2. Gender. Definitions apply regardless of and equally to any gender of each defined term.

16.15.3. References to a Person. References to a Person are also to the Person's permitted successors and assigns, except as otherwise provided in this Agreement.

16.15.4. Terms of Inclusion. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

16.16. The provisions of this Settlement Agreement are not severable.

16.17. Survival. All of the covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Agreement are contained in this Agreement. No Party is relying on any oral representations or oral agreements. All covenants, representations, and warranties in this Agreement shall be deemed continuing and shall survive the Settlement Effective Date.

16.18. Notices. Any notice, demand, or other communication under this Agreement (other than the Long Form and Short Form Postcard Settlement Notices, CAFA Notice, or other notices given at the direction of the Court) shall be in writing and shall be addressed as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier or via e-mail:

IF TO CLASS REPRESENTATIVES:

Gustavo F. Bruckner
Samuel J. Adams
Ankita Sangwan
POMERANTZ LLP
600 Third Avenue, 20th Floor
New York, NY 10016
(212) 661-1100
gfbruckner@pomlaw.com
sjadams@pomlaw.com
asangwan@pomlaw.com

IF TO DEFENDANTS:

E. Brantley Webb
Margaret Vander Woude
MAYER BROWN LLP
1999 K Street, NW
Washington, DC 20006
(202) 263-3000
bwebb@mayerbrown.com
MVanderWoude@mayerbrown.com

Any Settling Party may change the address at which it is to receive notice by written notice delivered to the other Settling Parties in the manner described above.

16.19. Entire Agreement. This Agreement and the attached exhibits constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Agreement. This Agreement supersedes any settlement terms or settlement agreements that were previously agreed upon, orally or in writing, by any of the Settling Parties in connection with this Action.

16.20. Counterparts. The Agreement may be executed by exchange of executed signature pages, and any signature transmitted on an electronic signature platform or by facsimile or e-mail attachment of scanned signature pages for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement. The Agreement may be executed in counterparts, and each counterpart shall for all purposes be deemed an original, and all counterparts shall together constitute the same instrument.

16.21. Binding Effect. This Agreement binds and inures to the benefit of the Settling Parties and their assigns, heirs, administrators, executors, and successors.

16.22. Dispute Resolution. If a dispute arises about compliance with this Agreement after it has been approved and executed, the dispute will be mediated by a neutral party to be agreed upon by the Settling Parties, who will make a non-binding decision regarding the dispute. The cost of any such mediation shall be split equally between Plaintiffs and Defendants. Each Settling Party shall bear its own fees and costs. If the dispute is not resolved through mediation, either Settling Party may request that the Court resolve the dispute.

16.23. Extensions of Time. The Settling Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of this Agreement.

16.24. Communication with Participants. Nothing in this Agreement or the Settlement shall prevent or inhibit Defendants' ability to communicate with current or former participants of the Plan.

16.25. Destruction/Return of Confidential Information. Within 120 days after the Settlement Effective Date, Class Representatives and Class Counsel shall fully comply with the Protective Order entered in this case. Further, the Settling Parties agree that the preliminary and final lists of Class Members are deemed Confidential. The Settling Parties shall have the right to continue to designate documents provided to any party in connection with this Agreement as Confidential pursuant to this paragraph or pursuant to the Agreed Confidentiality Order entered in this case.

The Settling Parties have executed this Agreement on the dates set forth below.

Date: August 31, 2026

On Behalf of Plaintiffs, Individually and as Representatives of the Settlement Class:

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Gustavo F. Bruckner
Samuel J. Adams
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Counsel for Plaintiffs

Date: August 31, 2026

On Behalf of Defendants:

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Counsel for Defendants