

Exhibit E to 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)

[PROPOSED] FINAL ORDER AND JUDGMENT

WHEREAS, the above-captioned action is pending before this Court (the “Action”);

WHEREAS, Plaintiffs Robert Humphries and Dennis Mowry (the “Plaintiffs”), on behalf of themselves and all other members of the Settlement Class (defined below), and Defendants Mitsubishi Chemical America, Inc. (“Mitsubishi Chemical”), Mitsubishi Chemical America Employees’ Savings Plan Administrative Committee (the “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 (together, the “Defendants,” and collectively with

Plaintiffs, the “Parties”) entered into a Settlement Agreement, dated August 31, 2026 (the “Settlement Agreement” or the “Agreement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Agreement;

WHEREAS, pursuant to the Order Granting Preliminary Approval of Class Action Settlement, entered [DATE], 2026 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to potential Class Members; (d) provided Class Members with the opportunity to object to the Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on [DATE] (the “Final Approval Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and (c) how to rule on Class Counsel’s fee and expense application

WHEREAS, the Court having reviewed and considered the Settlement Agreement, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS ORDERED, ADJUDGED AND DECREED that:

1. **Incorporation of Settlement Documents.** This Judgment incorporates by reference the definitions in (a) the Settlement Agreement, and (b) the Long Form Settlement Notice

and the Short Form Postcard Settlement Notice, and all capitalized terms used herein shall have the same meanings as set forth in the Settlement Agreement and the Notices unless otherwise set forth herein.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties, including all Class Members.

3. **Class Certification for Purposes of Settlement.** The Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, the Settlement Class of: All Persons, including Beneficiaries and Alternate Payees, who participated in the Mitsubishi Chemical America Employees' Savings Plan (the "Plan") at any time during the Class Period, July 19, 2017 through the date the Preliminary Approval Order is entered by the Court, both dates inclusive. Excluded from the Settlement Class are the Settling Defendants and members of their immediate families.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for purposes of the Settlement only, the Court hereby re-affirms its determinations in the Preliminary Approval Order and finally appoints Plaintiffs as Class Representatives for the Settlement Class and finally appoints Pomerantz LLP as Class Counsel for the Settlement Class. Plaintiffs and Class Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. **Notice.** The Court finds that the dissemination of the Long Form Notice and the Short Form Postcard Settlement Notice: (i) complied with the Preliminary Approval Order;

(ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Class Members of the effect of the Settlement, of the proposed Plan of Allocation for the proceeds of the Settlement, of Class Counsel's request for payment of Attorneys' Fees and Costs incurred in connection with the prosecution of the Action, of Class Members' rights to object thereto, and of their right to appear at the Final Approval Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

6. **Final Settlement Approval and Dismissal of Claims.** Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that in light of the benefits to the Settlement Class, the complexity and expense of further litigation, the risks of establishing liability and damages, and the costs of continued litigation, said Settlement is, in all respects, fair, reasonable, and adequate, having considered and found that: (a) Plaintiffs and Class Counsel have adequately represented the Settlement Class; (b) the proposal was negotiated at arm's-length between experienced counsel; (c) the relief provided for the Settlement Class is adequate, having taken into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, (iii) the terms of any proposed award of attorneys' fees and costs, including timing of payment, and (iv) any agreement required to be identified under Rule 23(e)(3), and (d) the proposed Plan of Allocation treats Class Members equitably relative to each other. Accordingly, the Settlement is hereby approved in all respects (including, without limitation: the amount of the Settlement; the releases provided for in the Settlement Agreement; and the dismissal with prejudice of the claims asserted against Defendants) and shall be consummated in accordance with the terms and

provisions of the Settlement Agreement. The Parties are hereby directed to consummate the Settlement Agreement and to perform its terms.

7. The Action and all claims contained therein are dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

8. **Releases.** The releases set forth in Article 8 of the Settlement Agreement, together with the definitions contained within the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. Without further action by anyone, and subject to Paragraph 9 below, upon the Settlement Effective Date, Plaintiffs and each and every other Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Claims against each and every one of the Released Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Parties.

9. Notwithstanding Paragraph 8 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

10. **Binding Effect.** The terms of the Settlement Agreement and this Judgment shall be forever binding on Defendants, Plaintiffs, and each Class Member, as well as their respective successors and assigns.

11. **No Admissions.** This Judgment and the Settlement Agreement (including any exhibits thereto, and any Plan of Allocation), whether or not consummated, and whether or not

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approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Settlement and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of any of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms of the Settlement, or this Judgment, and in particular:

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

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

(c) do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Parties, Plaintiffs, any Class Member, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Released Parties, Plaintiffs, Class Members, or their respective

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counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement;

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

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

12. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any Claim or right of any Person to participate in the distribution of the Net Settlement Amount, shall remain under the authority of this Court.

13. **Modification of the Settlement Agreement.** Without further approval from the Court, Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

14. **Approval of the Plan of Allocation.** The Court hereby finds and concludes that the Plan of Allocation for the distribution of the Net Settlement Amount provides a fair and

reasonable basis upon which to allocate the Net Settlement Amount among eligible Class Members. The Court hereby approves the Plan of Allocation.

15. The Court's approval of the Plan of Allocation is a matter separate and distinct from approval of the Settlement and shall in no way disturb or affect the finality of the other aspects of this Judgment with respect to the Settlement.

16. **Attorneys' Fees and Costs.** Notice of Class Counsel's motion for an award of Attorneys' Fees and Costs was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for an award of Attorneys' Fees and Costs satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause); constituted the best notice practicable under the circumstances; and constituted due, adequate, and sufficient notice to all Persons entitled thereto.

17. Class Counsel are hereby awarded attorneys' fees in the amount of \$_____, and \$_____ in reimbursement of litigation expenses, which sums the Court finds to be fair and reasonable. The award of Attorneys' Fees and Costs may be paid to Class Counsel from the Gross Settlement Amount immediately upon entry of this Judgment, subject to the terms, conditions, and obligations of the Settlement Agreement, which terms, conditions, and obligations are incorporated herein.

18. The Court's approval of the Attorneys' Fees and Costs is a matter separate and distinct from approval of the Settlement and shall in no way disturb or affect the finality of this Judgment with respect to the Settlement.

19. **Case Contribution Awards:** Plaintiffs Robert Humphries and Dennis Mowry are hereby awarded \$_____ from the Gross Settlement Amount as reimbursement for their reasonable costs and expenses directly related to their representation of the Settlement Class.

20. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement, the Parties and Class Members will be restored to their respective positions immediately before the execution of the Settlement Agreement, and the Settlement Fund shall be returned in accordance with Article 14 of the Settlement Agreement.

21. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is respectfully directed.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JENNIFER L. ROCHON
UNITED STATES DISTRICT JUDGE