

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

BRENDA L. LUCERO, HEATHER BARTON,)
ILONA KOMPANIETS and CYNTHIA)
HURTADO, individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: 3:22-cv-00208-jdp

CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF DIRECTORS)
OF THE CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF TRUSTEES)
OF RETIREMENT PLANS, THE PLAN)
ADMINISTRATIVE COMMITTEE, and JOHN)
DOES 1-30,)

Defendants.)

CLASS ACTION SETTLEMENT AGREEMENT

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INTRODUCTION

This Class Action Settlement Agreement (the “Settlement Agreement”) is entered into between Plaintiffs Brenda L. Lucero, Heather Barton, Ilona Kompaniets, and Cynthia Hurtado (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below) on the one hand, and Defendants the Credit Union Retirement Plan Association, the Board of Directors of the Credit Union Retirement Plan Association (“BOD”), the Board of Trustees of Retirement Plans (“BOT”), and the Plan Administration Committee (the “PAC”) (collectively, “Defendants”) on the other hand (Plaintiffs and Defendants collectively referred to as “Settling Parties”).

RECITALS

WHEREAS, on April 12, 2022, Plaintiffs filed a class action lawsuit in the Western District of Wisconsin, No. 3:22-cv-00208-jdp which they later amended unopposed on December 5, 2023 (the “Action”) (ECF No.1), against Defendants. The Action arises under the Employee Retirement Income Security Act (“ERISA”).

WHEREAS, the Action was brought on behalf of the Credit Union Retirement Plan Association 401(k) Plan.

WHEREAS, the Credit Union Retirement Plan Association 401(k) Plan is a multiple-employer plan, and each of the Plaintiffs was employed by companies whose employees, including Plaintiffs, participated in the Credit Union Retirement Plan Association 401(k) Plan.

WHEREAS, Brenda Lucero, Heather Barton and Cynthia Hurtado were employees of FirstLight Federal Credit Union, and Ilona Kompaniets was an employee of California Coast Credit Union.

WHEREAS, the Court denied Defendants’ motion to dismiss on March 9, 2023 (ECF No. 38), and the case proceeded in discovery.

WHEREAS, on July 14, 2023, Plaintiffs filed a motion, and memorandum in support of, for class certification (ECF No. 47) moving to certify the following class pursuant to FED. R. CIV. P. 23(a) and (b)(1): “All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Credit Union Retirement Plan Association 401(k) Plan, at any time between April 12, 2016, through the date of judgment (the “Class Period”).”

WHEREAS, the Court denied Plaintiffs’ motion for class certification on January 9, 2024 (ECF No. 104) because of, among other things, (a) Plaintiffs Heather Barton, Ilona Kompaniets, and Cynthia Hurtado’s purported lack of Article III standing, and (b) the purported differences among fees charged to the Credit Union Retirement Plan Association 401(k) Plan accounts of participants in the Credit Union Retirement Plan Association 401(k) Plan as adopted by the various employers participating in the Credit Union Retirement Plan Association 401(k) Plan.

WHEREAS, on January 23, 2024, Plaintiffs filed a petition to the Court of Appeals for the Seventh Circuit for review under FED. R. CIV. P. 23(f) of the class certification decision, which was denied on February 12, 2024 (ECF No. 116). The District Court also denied Plaintiffs’ motion

for reconsideration of its class certification order on February 22, 2024 (ECF No. 132). As a result of the Court's class certification decision, the only remaining claims in the case are the individual claims of Plaintiff Lucero.

WHEREAS, subsequently, Defendants filed a motion for summary judgment against Plaintiff Lucero.

WHEREAS, while the motion for summary judgment is pending, and no appealable final judgment with respect to the case as a whole has been issued, the Parties and their counsel consider it desirable to settle the Action.

WHEREAS, Plaintiffs do not admit or concede any lack of merit of the Class Action.

WHEREAS, Defendants do not admit or concede the merits of the allegations or claims asserted in the Class Action and expressly deny all liability.

WHEREAS, it is hereby STIPULATED AND AGREED, by and among the Settling Parties to this Settlement Agreement, through their respective attorneys, subject to approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), in consideration of the benefits flowing to the Settling Parties hereto from the Settlement Agreement, that all Released Claims as against the Released Parties shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions:

AGREEMENT

ARTICLE 1 – DEFINITIONS

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

- 1.1 “Action” or “Class Action” means the class action lawsuit of *Lucero et al. v. Credit Union Retirement Assoc., et al.*, No. 3:22-cv-00208-jdp, in the United States District Court For The Western District Of Wisconsin.
- 1.2 “Active Account” means an individual investment account in the Class Plan with a balance greater than \$0 as of the time of calculation of the Final Entitlement Amount defined in the Plan of Allocation.
- 1.3 “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Settlement Notice to the Class Members, including but not limited to the fees of the Class Plan's Recordkeeper to identify the names and mailing addresses of Class Members; (b) related tax expenses of the Qualified Settlement Fund (including taxes and tax expenses as described in Section 9.3); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation, including but not limited to the fees of the Class Plan's Recordkeeper associated with implementing this Settlement Agreement, facilitating the distribution of funds under the Plan of Allocation, gathering the data necessary to prepare the Plan of

Allocation, and performing the calculations pursuant to the Plan of Allocation; (d) all fees and expenses of the Settlement Administrator; (e) all fees and expenses of the Independent Fiduciary, not to exceed \$15,000; 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.

- 1.4 "Alternate Payee" means a Person other than a participant or Beneficiary in the Class Plan who is entitled to a benefit under the Class Plan as a result of a QDRO.
- 1.5 "Attorneys' Fees and Costs" means the amount awarded by the Court as compensation for the services provided by Class Counsel.
- 1.6 "Authorized Administrator" means any entity, other than the Recordkeeper, with appropriate administrative authority under the Class Plan.
- 1.7 "Beneficiary" means any individual, trust, estate, or other recipient entitled to receive death benefits payable under the Class Plan, on either a primary or contingent basis, other than an Alternate Payee.
- 1.8 "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715.
- 1.9 "CAFA Notice" means notice of this Settlement to the appropriate federal and state officials pursuant to CAFA.
- 1.10 "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 this Class Action, for which Class Counsel may seek an amount not exceeding \$10,000 per Class Representative payable from the Gross Settlement Amount.
- 1.11 "Class Counsel" means Capozzi Adler, P.C.
- 1.12 "Class Members" or "Settlement Class Members" means all individuals in the Settlement Class, including the Class Representatives.
- 1.13 "Class Period" means the period from April 12, 2016 through the date the Court enters the Preliminary Approval Order.
- 1.14 "Class Plan" means the Credit Union Retirement Plan Association 401(k) Plan as adopted by FirstLight Federal Credit Union or California Coast Credit Union and each of their predecessor plans or successor plans that were merged and/or acquired, individually and collectively, and any trust created under such plan.
- 1.15 "Class Representatives" means Brenda L. Lucero, Heather Barton, Ilona Kompaniits, and Cynthia Hurtado.

- 1.16 “Complaint” means the Amended Complaint filed in this Class Action on December 5, 2023 (ECF No. 100).
- 1.17 “Court” means the United States District Court for the Western District Of Wisconsin.
- 1.18 “Current Participant” means a member of the Settlement Class who has an Active Account as of as of the time of calculation of the Final Entitlement Amount defined in the Plan of Allocation.
- 1.19 “Defendants” shall have the meaning set forth in the Introduction paragraph.
- 1.20 “Defense Counsel” means Holland & Knight LLP.
- 1.21 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*
- 1.22 “Fairness 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).
- 1.23 “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 any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand.
- 1.24 “Final Settlement Order” or “Final Order” means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Class Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit D hereto.
- 1.25 “Former Participant” means a member of the Settlement Class who does not have an Active Account as of the time of calculation of the Final Entitlement Amount defined in the Plan of Allocation.
- 1.26 “Gross Settlement Amount” means the sum of five hundred and seventy thousand dollars (\$570,000.00).
- 1.27 “Independent Fiduciary” shall have the meaning set forth in Article 4.
- 1.28 “Net Settlement Amount” shall have the meaning set forth in Section 9.3.

- 1.29 “Person” means an individual, partnership, corporation, governmental entity or any other form of entity or organization.
- 1.30 “Plaintiffs” shall have the meaning set forth in the Introduction paragraph of the Settlement Agreement.
- 1.31 “Plan of Allocation” means the method of allocating settlement funds to Class Members. A proposed form of the Plan of Allocation is attached hereto as Exhibit B.
- 1.32 “Preliminary Approval Order” means the order of the Court in substantially the form attached hereto as Exhibit C, whereby the Court preliminarily approves this Settlement.
- 1.33 “QDRO” means a Qualified Domestic Relations Order within the meaning of 26 U.S.C. § 414(p).
- 1.34 “Qualified Settlement Fund” means the interest-bearing settlement fund account to be established and maintained in accordance with Article 8 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).
- 1.35 “Recordkeeper” means the entity that maintains electronic records of the Class Plan’s participants and their individual accounts.
- 1.36 “Released Claims.”
- a. “Released Claims” means any and all actual or potential claims (including claims for any and all losses, damages, unjust enrichment, attorneys’ fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification, or any other type of legal or equitable relief), actions, suits, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, accrued or not, whether arising under local, state, or federal law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual, representative, or any other capacity, whether involving legal equitable, injunctive, declarative, or any other type of relief (including, without limitation, indemnification or contribution), whether, known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that have been, could have been, or could be brought by or on behalf of all or any member of the Settlement Class or the Class Plan based in whole or in part on acts or failures to act during the Class Period:
- i. That were asserted in the Class Action, or that arise out of, relate to, or are based on any of the allegations, acts, omissions, facts, matters, transactions, or occurrences that were alleged, asserted, or set forth in the operative Complaint or in any complaint previously filed in the Class Action; or

- ii. That arise out of, relate in any way to, are based on, or have any connection with: (a) the Class Plan; (b) the selection, oversight, retention, monitoring, compensation, fees, or performance of the Class Plan's investment options or service providers; (c) disclosures or failures to disclose information regarding the Class Plan's investment options; (d) the management, oversight, or administration of the Class Plan or its fiduciaries; or (e) alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties or prohibited transactions under ERISA with respect to the foregoing; or
- iii. That would be barred by *res judicata* based on entry of the Final Approval Order; or
- iv. That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to the Class Plan or any Class Member in accordance with the Plan of Allocation; or
- v. That relate to the approval by the Independent Fiduciary of the Settlement unless brought against the Independent Fiduciary alone.

b. "Released Claims" shall not include:

- i. any claims that cannot be released by law; or
- ii. any claims for benefits that may be asserted against the Class Plan that the Class Representatives or 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 1.37. However, other claims asserted, or which could have been asserted in this action for breaches of fiduciary duties under ERISA § 502(a)(2), 29 U.S.C. § 1132(a)(2) or ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3) to address the claims asserted in the Complaint are included within the definition of "Released Claims."

1.37 "Released Parties" means (a) Defendants and the past, present, and future members of the BOD, the BOT, and the PAC; (b) Defendants' insurers, co-insurers, and reinsurers; (c) Defendants' 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, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, or employee benefit plan committees and subcommittees (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; and (d) the Class Plan and the Class Plan's current and past sponsors (including the individual participating employers of the Settlement Class), fiduciaries (including de facto fiduciaries), trustees, custodians and custodial trustees, committees, subcommittees, administrators, plan administrators, recordkeepers, investment advisors, service providers, consultants, attorneys, agents, insurers, and parties-in-interest, and each of their parent or affiliated entities, directors, officers, or employees.

- 1.38 "Review Proceeding" shall have the meaning set forth in Section 1.23.
- 1.39 "Settlement" means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments hereto.
- 1.40 "Settlement Administrator" means RG/2 Claims Administration LLC, the entity selected and retained by Class Counsel to administer the Settlement and Plan of Allocation.
- 1.41 "Settlement Agreement" or "Agreement" means this agreement embodying the terms of the Settlement, including any modifications or amendments hereto.
- 1.42 "Settlement Agreement Execution Date" means the date on which the final signature is applied to this Settlement Agreement.
- 1.43 "Settlement Class" shall have the meaning set forth in Section 2.1(c).
- 1.44 "Settlement Effective Date" means the date on which the Final Order is Final, provided that by such date the Settlement has not been terminated in accordance with Article 19.
- 1.45 "Settlement Notice" means the notice to be sent to Class Members by the Settlement Administrator informing them of the Settlement and Fairness Hearing, in substantially the form attached hereto as Exhibit A.
- 1.46 "Settlement Website" means the internet website established by the Settlement Administrator at the direction of Class Counsel.
- 1.47 "Settling Parties" or "Parties" shall have the meaning set forth in the Introduction paragraph.
- 1.48 "Successor-In-Interest" shall mean a Person or Party's estate, legal representatives, heirs, successors or assigns, including successors or assigns that result from corporate mergers or other structural changes.

ARTICLE 2 – CONDITIONS TO FINALITY OF SETTLEMENT

- 2.1 This Settlement shall be contingent upon each of the following conditions in this Article 2 being satisfied:
- a. Court Preliminary Approval. The Court shall have preliminarily approved the settlement, and thereafter, in accordance with Article 6, the Settlement Administrator shall have mailed a Notice of Settlement which shall set forth the details of the Settlement to potential Settlement Class Members.
 - b. Settlement Authorized by Independent Fiduciary. At least thirty-five (35) calendar days before the Fairness Hearing, an Independent Fiduciary shall have approved and authorized in writing the Settlement and given a release to all of the Released Parties in its capacity as fiduciary of the Class Plan for and on behalf of the Class Plan pursuant to Department of Labor Prohibited Transaction Class Exemption 2003-39.
 - c. Class Certification for Purposes of Settlement. The Court shall have certified the Settlement Class for settlement purposes only. The “Settlement Class” means: **“All Persons, except Defendants and their immediate family members, who have been participants or beneficiaries of the Class Plan from April 12, 2016 through the date of the Preliminary Approval Order, and any Alternate Payee of a Person subject to a QDRO who participated in the Class Plan at any time from April 12, 2016 through the date of the Preliminary Approval Order.”**
 - d. Final Court Approval. The Court shall have entered the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Class Action with prejudice, which order and final judgment will be in the form proposed by the Settling Parties for approval by the Court in substantially the form attached as Exhibit D hereto and with none of the material terms of the final Settlement Agreement modified by the Court or pursuant to any appeal or review, unless such modifications are agreed to in writing by the Parties.
 - e. Funding of the Settlement Amount. Defendants and/or their insurers shall have timely paid the Gross Settlement Amount as set forth in Article 9.
 - f. Finality of Final Settlement Order. The Review Proceeding period shall have expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, it will have 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 any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand.
- 2.2 The Settling Parties agree that, if any of the above conditions is not satisfied, then this Settlement Agreement is terminated (subject to Defendants’ right to waive the

condition), the Class Action will, for all purposes with respect to the Settling Parties, revert to its status prior to the Parties reaching a settlement in principle, and Defendants will not be deemed to have consented to class certification as contemplated in this Agreement. In that case, the agreements and stipulations in this Settlement Agreement concerning class definition or class certification shall not be used as evidence or argument to support a motion for class certification; and Defendants will retain all rights with respect to challenging class certification.

- 2.3 In addition, at their sole discretion, Defendants shall have the right to withdraw from this Settlement and terminate the Settlement Agreement if:
 - a. On or before fourteen (14) calendar days before the Fairness Hearing, the United States Department of Labor files any objection to the Agreement or Settlement in any court, brings a claim against any Releasees relating to the Released Claims, or notifies any Releasee that it intends to file such a Claim; or
 - b. At any time, another party files a separate class action that raises comparable claims against the same Releasees during some part of the same class period addressed by this Complaint.

ARTICLE 3 – PRELIMINARY SETTLEMENT APPROVAL

As soon as reasonably possible and subject to any relevant Court Order, the Class Representatives, through Class Counsel, shall file with the Court a motion seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order in substantially the form attached hereto as Exhibit C. Defendants will not object to the relief sought in this motion even if they do not agree with all averments of the pleadings filed in support of Plaintiffs' Motion for Preliminary Approval of Settlement, so long as they are consistent with the terms herein. The Preliminary Approval Order to be presented to the Court shall, among other things:

- 3.1 Certify the Settlement Class for settlement purposes only under Fed. R. Civ. P. 23(b)(1);
- 3.2 Approve the text of the Settlement Notice;
- 3.3 Determine that, under Fed. R. Civ. P. 23(c)(2), the Settlement Notice constitutes the best notice practicable under the circumstances, provide due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and comply fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;
- 3.4 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 Class Plan's Recordkeeper;

- 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 Defendants, the Released Parties, and/or the Class Plan;
- 3.6 Set the Fairness Hearing for no sooner than ninety (90) calendar days after the date the motion for entry of the Preliminary Approval Order is filed, in order to determine whether (1) the Court should approve the Settlement as fair, reasonable, and adequate; (2) the Court should enter the Final Order; and (3) the Court should approve the application for Attorneys' Fees and Costs, and Class Representatives' Case Contribution Awards;
- 3.7 Provide that the Fairness Hearing may be conducted telephonically or via videoconferencing;
- 3.8 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 Fairness Hearing if they have been filed validly with the Clerk of the Court. To be filed validly, the objection and any notice of intent to participate or supporting documents must be filed at least (21) calendar days prior to the scheduled Fairness Hearing. Any Person wishing to speak at the Fairness Hearing shall file with the Clerk of the Court a notice of intent to participate within the time limitation set forth above;
- 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 Fairness Hearing; and
- 3.10 Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court and/or be heard by Zoom or other United States District Court sanctioned videoconference methodologies.

ARTICLE 4 – REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY

On behalf of the Class Plan, Defendants shall retain an Independent Fiduciary to review the Settlement Agreement. The Independent Fiduciary shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Class Plan:

- 4.1 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.
- 4.2 If it deems appropriate, the Independent Fiduciary shall (i) approve the Settlement in writing and giving a release in its capacity as a fiduciary of the Class Plan and

for and on behalf of the Class Plan coextensive with the release from the Plaintiffs and the Settlement Class Members; (ii) authorize the Settlement in accordance with Prohibited Transaction Class Exemption 2003-39; and (iii) find that the Settlement does not constitute a prohibited transaction under ERISA § 406(a) and notify Defendants directly of its determination, in writing (with copies to Class Counsel and Defense Counsel), which notification shall be delivered no later than thirty-five (35) calendar days before the Fairness Hearing.

- 4.3 All fees and expenses associated with the Independent Fiduciary's determination and performance of its obligations in connection with the Settlement, in an amount not to exceed \$15,000, will be paid as an Administrative Expense from the Qualified Settlement Fund, to be deducted from the Gross Settlement Amount.
- 4.4 Defendants, Defense Counsel, Plaintiffs, and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.
- 4.5 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 seven (7) calendar days of receipt of the determination.
- 4.6 A copy of the Independent Fiduciary 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.
- 4.7 If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Class Plan, then the Settling Parties may mutually agree to modify the terms of this Settlement Agreement as necessary to facilitate an approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Class Plan. Otherwise, Defendants shall have the option to waive this condition, in which case such option is to be exercised in writing within fourteen (14) calendar days after the Settling Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Settling Parties.

ARTICLE 5 – SETTLEMENT ADMINISTRATOR AND IDENTIFICATION OF CLASS MEMBERS

- 5.1 Class Counsel shall retain a Settlement Administrator.
- 5.2 Defendants and Defense Counsel shall use reasonable efforts to respond timely to written requests, including by e-mail, 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.

- 5.3 The Settlement Administrator must agree to be bound by any confidentiality agreement negotiated by the Settling Parties and any further non-disclosure or security protocol required by the Settling Parties.
- 5.4 The Settlement Administrator shall provide a written protocol addressing how the Settlement Administrator will maintain and store information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.
- 5.5 Defendants shall cooperate with Class Counsel by using reasonable efforts to provide, to the extent reasonably accessible, information to the Settlement Administrator to identify Class Members and to implement the Plan of Allocation.
 - a. Defendants or Defense Counsel shall work with the Recordkeeper to provide to the Settlement Administrator and/or Class Counsel within thirty (30) days of entry of the Preliminary Approval Order: (1) the names, last known addresses, and email addresses to the extent available, of members of the Settlement Class, as compiled from reasonably accessible electronic records maintained by the Recordkeeper; (2) the social security numbers of Settlement Class members in order for the Settlement Administrator to perform a National Change of Address search to update out-of-date addresses; and (3) Class Plan participant data necessary to perform calculations pursuant to the Plan of Allocation. With respect to the Plan of Allocation data, the Class 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, or 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.
 - b. The Settlement Administrator shall use the information provided by Defendants, Defense Counsel, and/or the Recordkeeper to compile a preliminary list of Class Members for purposes of sending the Class Notice and calculating payments pursuant to the Plan of Allocation.
 - c. Class Counsel and their agents will use any information provided by Defendants, Defense Counsel, and/or the Recordkeeper solely for the purpose of providing notice and administering this Settlement and for no other purpose, and will take all reasonable and necessary steps as required by law to maintain the security and confidentiality of this information.
- 5.6 The Settlement Administrator shall use the data provided by Defendants and the Class Plan's Recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

- 5.7 Any costs, expenses, or fees incurred in connection with the administration of this Settlement, including all Administrative Expenses, shall be paid out of the Qualified Settlement Fund.
- 5.8 Neither Defendants nor Defense Counsel are responsible for the Settlement Administrator's work, nor may they be held liable for any act or omission by the Settlement Administrator.

ARTICLE 6 – NOTICE TO THE CLASS

By the date and in the manner set by the Court in the Preliminary Approval Order, and unless otherwise set forth below, the Settlement Administrator shall cause to be sent to each Class Member identified by the Settlement Administrator a Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as Exhibit A or a form subsequently agreed to by the Settling Parties and approved by the Court. 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. The Settlement Notice shall, among other things, identify the date of the Fairness Hearing to be held with the Court, and explain that at the Fairness Hearing any Class Member satisfying the conditions set forth in the Preliminary Approval Order and the Settlement Notice may be heard regarding (a) the terms of the Settlement Agreement; (b) the petition of Class Counsel for award of Attorneys' Fees and Costs; (c) payment of and reserve for Administrative Expenses; and (d) Class Representatives' Case Contribution Awards.

ARTICLE 7 – CAFA NOTICES

Defendants shall timely serve the requisite CAFA notices. In the event that any of the government officials who received a CAFA Notice object to and request modifications to the Settlement, Class Representatives and Class Counsel agree to cooperate and work with Defendants and Defense Counsel to overcome such objection(s) and requested modifications. In the event such objection(s) or requested modifications are not overcome, Defendants shall have the right to terminate the Settlement Agreement pursuant to Article 19.

ARTICLE 8 – ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

No later than seven (7) calendar days after the Preliminary Approval Order is issued, the Settlement Administrator shall establish an escrow account to hold the Qualified Settlement Fund. In the event the Settlement Administrator will not or cannot establish the escrow account, the Parties will agree on an escrow agent to manage the escrow account; in that case all disbursements from the escrow account will be done by the escrow agent at the direction of the Settlement Administrator. The following additional terms apply:

- 8.1 The Settling Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1.
- 8.2 The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 4.1, including the "relation-

back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

- 8.3 For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in Treas. Reg. § 1.468B-2(k)). Such returns as well as the election described in Section 8.2 shall be consistent with this Article 8 and, in all events, shall reflect that all taxes (as defined in Section 9.3 below) (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be deducted and paid from the Gross Settlement Amount as provided in Section 9.3.
- 8.4 The Qualified Settlement Fund will hold all funds 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 an Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates or, if prudent, shall hold the proceeds in cash.
- 8.5 The Settlement Administrator shall not disburse the Qualified Settlement Fund or any portion except as provided in this Settlement 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 such transactions as are consistent with the terms of this Settlement Agreement.
- 8.6 The Settlement Administrator shall be responsible for making provision 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 Settlement Administrator shall further be obligated (notwithstanding anything herein 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 (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Released Parties, Defense Counsel, and/or 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.

ARTICLE 9 – FUNDING OF THE SETTLEMENT AMOUNT AND DEDUCTIONS FROM GROSS SETTLEMENT AMOUNT

- 9.1 Within thirty (30) calendar days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the date the Qualified Settlement Fund account described in Article 8 is established and the Settlement Administrator shall have furnished to Defendants and/or Defense Counsel in writing the escrow account name, IRS W-9 Form, and all necessary wiring instructions, Defendants and/or their insurer(s) shall deposit one hundred thousand dollars (\$100,000) into the Qualified Settlement Fund as the first installment of the Gross Settlement Amount. This deposit of one hundred thousand dollars (\$100,000) into the Qualified Settlement Fund shall be made either by wire or check.
- 9.2 Within fourteen (14) calendar days after the Settlement Effective Date, Defendants shall cause their insurer(s) to deposit the remainder of the Gross Settlement Amount, which is \$470,000.00, into the Qualified Settlement Fund account. This deposit into the Qualified Settlement Fund account shall be made either by wire or check.
- 9.3 The following will be deducted from the Gross Settlement Amount: (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 (i) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (ii) Administrative Expenses estimated to be incurred after the Settlement Effective Date, and (iii) an amount estimated for adjustments of data or calculation errors. The Gross Settlement Amount less the deductions set forth in this Section 9.3 is the “Net Settlement Amount.”
- 9.4 All Taxes and tax expenses of the Qualified Settlement Fund are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including but not limited to: (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 upon Defendants or Defense Counsel with respect to any income earned by the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes and (b) all tax expenses and costs incurred in connection with the operation and implementation of Article 8 (including, without limitation, 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 Article 8).
- 9.5 The taxes and tax expenses noted above shall be paid timely by the Settlement Administrator out of the Gross Settlement Amount without prior order from the Court.

- 9.6 The Settling Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Articles 8 and 9.

ARTICLE 10 – FINAL SETTLEMENT APPROVAL

- 10.1 No later than forty-five (45) days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Order substantially in the form attached hereto as Exhibit D, which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Order in accordance with this Settlement Agreement.
- 10.2 The Final Order as proposed by the Settling Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and governing Class Plan documents:
- a. 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 Class Plan and the Class Members; and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;
 - b. Dismissal with prejudice of the Class Action with respect to the Class Plan and all Released Claims asserted therein whether asserted by Class Representatives on their own behalf or on behalf of the Class Members, or on behalf of the Class Plan, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;
 - c. Dismissal of the remainder of the Class Action without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;
 - d. That the Class Plan and 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 the Released Parties from all Released Claims; and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims;
 - e. That each Class Member shall release the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount, any calculations that are part of the allocation and distribution process of the Settlement, and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;

- f. That the provisions of Sections 10.2(d) and 10.2(e) shall apply 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 Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members actually received the Settlement Notice, 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;
- g. That all applicable CAFA requirements have been satisfied;
- h. That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court; and
- i. That within thirty (30) 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.

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

ARTICLE 11 – PAYMENTS FROM THE QUALIFIED SETTLEMENT FUND

- 11.1 After entry of the Preliminary Approval Order and following payment of the first installment of the Gross Settlement Amount as set forth in Section 9.1, Class Counsel, subject to the approval of Defendants, which approval shall not be unreasonably withheld, shall direct the Settlement Administrator to disburse money from the Qualified Settlement Fund as follows:
- a. For payment of costs of the Settlement Notice and CAFA Notices;
 - b. For taxes and expenses of the Qualified Settlement Fund as provided in Section 9.3;
 - c. For the amount of fees and expenses of the Independent Fiduciary in an amount not to exceed \$15,000;
 - d. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement; and

- e. For costs and expenses incurred by the Recordkeeper (or Authorized Administrator) in implementing this Settlement, and, to the extent Defendants are responsible for paying these costs, they will have the right to recover any sums paid from the Qualified Settlement Fund.
- 11.2 Following the payment of the second installment of the Gross Settlement Amount as set forth in Section 9.2, Class Counsel shall direct the Settlement Administrator to disburse money from the Qualified Settlement Fund as follows:
- a. For Attorneys' Fees and Costs, as approved by the Court;
 - b. For Class Representatives' Case Contribution Awards, as approved by the Court;
 - c. 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
 - d. For costs and expenses incurred by the Recordkeeper (or Authorized Administrator) in implementing this Settlement that were not previously paid, and, to the extent that Defendants are responsible for paying these costs, they will have the right to recover any sums paid from the Qualified Settlement Fund.
- 11.3 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 Settlement Administrator will maintain the Qualified Settlement Fund.
- 11.4 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 forwarded to the Qualified Settlement Fund. Any amount remaining in the Qualified Settlement Fund shall be paid to the Class Plan, 70% to the Plan as adopted by FirstLight Federal Credit Union and 30% to the Plan as adopted by California Coast Credit Union for the purpose of defraying administrative fees and expenses of the Class Plan that would otherwise be charged to the Class Plan's participants

ARTICLE 12 – PLAN OF ALLOCATION

- 12.1 Class Counsel shall propose to the Court a Plan of Allocation, in substantial conformity to the one attached hereto as Exhibit B, which shall provide for the calculation, allocation, and distribution of the Net Settlement Amount.
- 12.2 The Settlement Administrator shall be exclusively responsible and liable for calculating the amounts payable to the Class Members pursuant to the Plan of Allocation.

- 12.3 Upon the Settlement Effective Date, and after the amounts payable pursuant to Section 11.2 have been disbursed, or, in the case of future estimated expenses set aside and withheld, Class Counsel shall direct the Settlement Administrator to disburse the Net Settlement Amount as provided by this Settlement Agreement and the Plan of Allocation.
- 12.4 The Recordkeeper (or Authorized Administrator) shall allocate to the Class Plan accounts of Class Members who are Current Participants any Net Settlement Amount as calculated by the Settlement Administrator according to the Plan of Allocation, documentation of which Class Counsel shall direct the Settlement Administrator to provide to the Authorized Administrator pursuant to the Plan of Allocation no later than the distribution of the Net Settlement Amount. The Settlement Administrator shall promptly notify Class Counsel as to the date(s) and amounts(s) of said allocation(s) made to Class Members who are Current Participants.
- 12.5 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 Former Participants, including the preparation and filing of any required tax forms such as Form 1099-R. Defendants shall have no liability related to the structure or taxability of such payments.
- 12.6 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 regarding the tax consequences of any of the settlement payments described in the Settlement 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 with respect to all payments made under the Settlement Agreement. Distributions from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.
- 12.7 Each Class Member who receives a distribution under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the distribution received by such person and any taxes deducted by the Settlement Administrator for any Class Member as it deems appropriate will be deducted from that Person's distribution under the Plan of Allocation. Each such 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 Settlement 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 such tax liability.

- 12.8 Nothing herein 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.
- 12.9 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.

ARTICLE 13 – FINAL LIST OF CLASS MEMBERS

Prior to the disbursement of the Net Settlement Amount to the Class Plan, 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. Such list shall be final, and only persons on the list or their Beneficiaries or Alternate Payees shall be eligible to receive any recovery from this Settlement.

ARTICLE 14 – ATTORNEYS’ FEES AND EXPENSES

- 14.1 Class Counsel intends to seek to recover their attorneys’ fees not to exceed \$158,317.50, and litigation costs and expenses advanced and carried by Class Counsel for the duration of the Class Action, not to exceed \$95,000.00, which shall be recovered from the Gross Settlement Amount.
- 14.2 Class Counsel also intends to seek Class Representatives’ Case Contribution Awards, in an amount not to exceed \$10,000 each for Brenda L. Lucero, Heather Barton, Ilona Kompaniits and Cynthia Hurtado which shall be recovered from the Gross Settlement Amount.
- 14.3 Class Counsel will file a motion for an award of Attorneys’ Fees and Costs at least forty-five (45) calendar days before the Fairness Hearing, which may be supplemented thereafter.

ARTICLE 15 – RELEASE AND COVENANT NOT TO SUE

- 15.1 As of the Settlement Effective Date, the Class Plan (subject to Independent Fiduciary approval) 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 Class Plan, shall fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties from the Released Claims, whether or not such Class Members have received or will receive a monetary benefit from the Settlement, whether or not such Class Members have actually received the Settlement Notices, 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.

- 15.2 As of the Settlement Effective Date, the Class Representatives, the Class Members and the Class Plan (subject to Independent Fiduciary approval), expressly agree that they, acting individually or together, or in combination with others, shall not sue or seek to 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 on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement in accordance with the procedures set forth in this Settlement Agreement.
- 15.3 Class Counsel, the Class Representatives, Class Members, or the Class Plan may hereafter discover facts in addition to or different from those that 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. Notwithstanding the foregoing, each Class Member and the Class 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 any and all Released Claims. The Class Representatives, Class Members and the Class 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 element of the Settlement embodied in this Settlement Agreement of which this release is a part.
- 15.4 Each Class Representative, each Class Member, and the Class Plan hereby stipulate and agree with respect to any and all Released Claims that, upon entry of the Final Order, 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 Section 1542 of the California Civil Code, which provides

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

The Class Representatives on behalf of themselves and the Class Members acknowledge that they have read and understand Section 1542 of the California Civil Code and the Class Representatives, the Class Members, and the Class Plan shall, upon entry of the Final Order with respect to the Released Claims, waive any

and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code and any law or of any State or territory within 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.

- 15.5 The Released Claims in the Class Action shall not invalidate or impair any prior release of claims by any Class Members against any of the Released Parties.

ARTICLE 16 – COOPERATION

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 Settlement Agreement. The Settling Parties shall suspend any and all efforts to prosecute and to defend the Class Action pending entry of the Final Order or, if earlier, termination of the Settlement Agreement.

ARTICLE 17 – REPRESENTATION AND WARRANTIES

- 17.1 Settling Parties’ Representations and Warranties. The Settling Parties, and each of them, 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 Settlement Agreement:

- a. That they have diligently prepared the case pursuant to the Court’s orders; that they are voluntarily entering into this Settlement Agreement as a result of arm’s length negotiations; that in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement 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 to this Settlement Agreement. 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.
- b. That they have carefully read the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each Person executing this Settlement Agreement on behalf of each of the Settling Parties. The Settling Parties, and each of them, further represent and warrant to each other that he, she, or it has made such investigation of the facts pertaining

to the Settlement, this Settlement Agreement, and all of the matters pertaining thereto, as he, she, or it deems necessary.

- 17.2 Signatories' Representations and Warranties. Each Person executing this Settlement Agreement on behalf of any other Person does hereby personally represent and warrant to the other Settling Parties that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal whom such individual represents or purports to represent.

ARTICLE 18 – NO ADMISSION OF LIABILITY

- 18.1 The Settling Parties understand and agree that this Settlement Agreement embodies a compromise settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute any finding, admission or suggestion of any wrongdoing or liability by any Defendants, or give rise to any inference of wrongdoing or admission of wrongdoing or liability in this or any other proceeding.
- 18.2 This Settlement Agreement whether or not consummated, negotiations or proceedings under this Agreement, and the payments made under this Agreement are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual.
- 18.3 This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Released Party of any wrongdoing, fault, or liability whatsoever by any Released Party, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding. Pursuant to Federal Rule of Evidence 408, the Settlement and the negotiations related to it are not admissible as substantive evidence, for purposes of impeachment, or for any other purpose.
- 18.4 Defendants and Released Parties admit no wrongdoing, fault, or liability with respect to any of the allegations or claims in the Class Action. Defendants specifically deny any such liability or wrongdoing and state that they are entering into this Settlement Agreement to eliminate the burden and expense of further litigation. Defendants believe that the Class Plan has been managed, operated, and administered at all relevant times reasonably, lawfully, and prudently, in the best interest of the Class Plan's participants, and in accordance with ERISA, including the fiduciary duty and prohibited transaction provisions of ERISA.
- 18.5 The Class Representatives, while believing that the claims brought in the Class Action have merit, have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Class Plan, themselves and members of the Settlement Class given, among other things, the inherent risks, difficulties and delays in complex ERISA litigation such as the Class Action. Neither the fact nor

the terms of this Settlement 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 Settlement Agreement or arising out of or relating to the Final Order.

ARTICLE 19 – TERMINATION, CONDITIONS OF SETTLEMENT, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

- 19.1 The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:
- a. Under Section 2.1, (a) either the Independent Fiduciary does not approve the Settlement Agreement or disapproves the Settlement Agreement for any reason whatsoever, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by the PTE 2003-39; and (b) the Settling Parties do not mutually agree to modify the terms of this Settlement 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 4.7;
 - b. 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;
 - c. The Settlement Class is not certified as defined herein or in a form which is otherwise agreed to by the Settling Parties;
 - d. This Settlement Agreement is disapproved by the Court or fails to become effective and the Settling Parties do not mutually agree to modify the Settlement Agreement in order to obtain the Court's approval or otherwise effectuate the Settlement;
 - e. The Preliminary Order or Final Order is finally reversed on appeal, or is modified on appeal, and the Settling Parties do not mutually agree to any such modifications; or
 - f. If any of the conditions in Section 2.1 not otherwise addressed in this section are not satisfied.
- 19.2 If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Class Action and the Released Claims asserted by the Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never reached a settlement in principle. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants' insurer within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void.

- 19.3 It shall not be deemed a failure to approve the Settlement 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.

ARTICLE 20 – CONFIDENTIALITY OF THE SETTLEMENT NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED COMMUNICATIONS

- 20.1 Except as set forth explicitly 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 Class Action and the Settlement Agreement, except that they may discuss the negotiations with the Class Members, the Independent Fiduciary, and the Settling Parties' auditors, tax, legal, and regulatory advisors and in the case of Defendants, the individual members of the Board of Directors and Board of Trustees and others as is necessary for business purposes, provided in each case that (a) they advise such persons or entities that such information shall not be further disclosed to the extent such persons are not already bound by confidentiality obligations at least as restrictive as those in this Article 20 and which would otherwise cover the Settlement Agreement; and (b) they ensure compliance by such person with this Article 20 in all other respects.
- 20.2 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 Class Action or the Settlement that disparages any Released Party; provided, however, that this prohibition does not preclude Class Counsel from restating 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 Attorney's Fees and Costs, Administrative Expenses, and Class Representative Compensation. This prohibition does not prohibit any Settling Party from making any statements pursuant to a valid legal process, a request by a regulatory agency, or as required by law.
- 20.3 Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not issue any press release regarding the Settlement, advertise the Settlement, or affirmatively contact any media sources regarding the Settlement. Defendants may make statements to their employees in the course and scope of employment concerning the litigation and the settlement.
- 20.4 Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not publicly disclose the terms of the Settlement until after the motion for preliminary approval of the Settlement has been filed with the Court, other than as necessary to administer or effectuate the Settlement, or unless such disclosure is pursuant to a valid legal process, a request by a regulatory agency, or as otherwise required by law, government regulations including corporate reporting obligations, or order of the Court.

ARTICLE 21 – GENERAL PROVISIONS

- 21.1 Recitals. The Introduction paragraph and Recitals are incorporated as part of this Agreement as if fully set forth herein and shall constitute part of the consideration for this Agreement.
- 21.2 Cooperation. 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 all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing.
- 21.3 No Responsibility. Neither the Settling Parties, the Released 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 their 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, including, but not limited to, the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation; (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 whatsoever with respect to, any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.
- 21.4 Standing to Enforce Settlement Agreement. Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of Plaintiffs 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 action, in response to such request. Any action by Class Counsel to monitor 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.
- 21.5 Applicable Law. This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Wisconsin law, without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Wisconsin.

- 21.6 Jurisdiction. The Settling Parties agree 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 Settlement Agreement. Any motion or action to enforce this Settlement Agreement—including by way of injunction—must be filed in the U.S. District Court for the Western District of Wisconsin (or if it is determined that there is no subject matter jurisdiction in federal court, in the state courts sitting in Madison, Wisconsin), or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.
- 21.7 Advice of Counsel. Each party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his, her, or its counsel.
- 21.8 Amendments. Before entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following entry of the Preliminary Approval Order and approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties, and only if such modification or amendment is approved in writing by the Independent Fiduciary and the Court.
- 21.9 No Waiver. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
- 21.10 Good Faith. Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.
- 21.11 Exhibits. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit A – Settlement Notice; Exhibit B – Plan of Allocation; Exhibit C – Preliminary Approval Order; Exhibit D – Final Approval Order.
- 21.12 Joint Drafting. No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.

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

- a. Headings. Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles or Sections they caption.
- b. Singular and Plural. Definitions apply to the singular and plural forms of each term defined.
- c. Gender. Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- d. References to a Person. References to a Person are also to the Person's permitted successors and assigns, except as otherwise provided herein.
- e. Terms of Inclusion. Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

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

21.15 Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients 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:

Mark K. Gyandoh
CAPOZZI ADLER, P.C.
312 Old Lancaster Road
Merion Station, PA 19066
Tel.: 610.890.0200
Fax: 717.233.4103
markg@capozziadler.com

IF TO DEFENDANTS:

Lynn E. Calkins
HOLLAND & KNIGHT LLP
800 17th Street N.W., Suite 1100
Washington, DC 20006
Email: lynn.calkins@hklaw.com
Telephone: (202) 457-7041


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.

- 21.16 Entire Agreement. This Settlement Agreement and the exhibits attached hereto 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 Settlement Agreement and the exhibits thereto. It specifically supersedes any settlement terms or settlement agreements relating to the Defendants that were previously agreed upon orally or in writing by any of the Settling Parties.
- 21.17 Counterparts. The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or e-mail attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.
- 21.18 Binding Effect. This Settlement Agreement binds and inures to the benefit of the Settling Parties hereto, their assigns, heirs, administrators, executors, and successors.
- 21.19 Destruction/Return of Confidential Information. Upon entry of the Final Order, Class Representatives and Class Counsel shall fully comply with the provisions of the Stipulated Protective Order entered in this case as to the destruction of Confidential Information as defined in that Order. Further, the Settling Parties agree that the preliminary and final lists of Class Members are deemed Confidential. Further, the Settling Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as Confidential pursuant to this paragraph or pursuant to any Stipulated Protective Order entered in this case.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement on the dates set forth below.

Brenda Lucero, for herself and as Representative of the Settlement Class

By Brenda Lucero  DA76E6349310411...
Date: 8/15/2024

Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association
Date: _____

Heather Barton, for herself and as Representative of the Settlement Class

By Heather Barton
Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association
Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado
Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans
Date: _____

Ilona Kompaniiets, for herself and as Representative of the Settlement Class

By Ilona Komapaniiets
Date: _____

Plan Administration Committee

By Mark Werner, Chairperson of the Plan Administration Committee
Date: _____

Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.
Date: _____

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By Brenda Lucero

Date: _____

Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Heather Barton, for herself and as Representative of the Settlement Class

By Heather Barton

Date: 8/15/2024

DocuSigned by:
Heather Barton
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Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado

Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

Date: _____

Ilona Kompaniiets, for herself and as Representative of the Settlement Class

By Ilona Komapaniiets

Date: _____

Plan Administration Committee

By Mark Werner, Chairperson of the Plan Administration Committee

Date: _____

Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.

Date: _____

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Date: _____

Heather Barton, for herself and as Representative of the Settlement Class

By Heather Barton


Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado

8/16/2024

Date: _____

DocuSigned by:

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Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

Date: _____

Plan Administration Committee

By Mark Werner, Chairperson of the Plan Administration Committee

Date: _____

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Date: _____

Heather Barton, for herself and as Representative of the Settlement Class

By Heather Barton

Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado

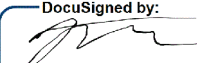
Date: _____

Iiona Kompaniits, for herself and as Representative of the Settlement Class

By Iiona Komapaniits

8/15/2024

Date: _____

DocuSigned by:

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Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.

Date: _____

Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

Date: _____

Plan Administration Committee

By Mark Werner, Chairperson of the Plan Administration Committee

Date: _____

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By Brenda Lucero

Date: _____

Heather Barton, for herself and as Representative of the Settlement Class

By Heather Barton

Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado

Date: _____

Ilon Kompaniets, for herself and as Representative of the Settlement Class

By Ilon Komapaniets

Date: _____

Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.

Date: Aug. 14, 2024

Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

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By Mark Werner, Chairperson of the Plan Administration Committee

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By Brenda Lucero

Date: _____

Heather Barton, for herself and as Representative of the Settlement Class

By Heather Barton

Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado

Date: _____

Ilona Kompaniits, for herself and as Representative of the Settlement Class

By Ilona Komapaniits

Date: _____

Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.

Date: _____

Credit Union Retirement Plan Association:

Anne Arrand

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

Date: _____

Plan Administration Committee

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By Heather Barton

Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado

Date: _____

Ilona Kompaniits, for herself and as Representative of the Settlement Class

By Ilona Komapaniits

Date: _____

Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.


Date: _____

Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

DocuSigned by:

50965B23DBCC4E6...
By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

Date: _____

Plan Administration Committee

By Mark Werner, Chairperson of the Plan Administration Committee

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Date: _____

Cynthia Hurtado, for herself and as Representative of the Settlement Class

By Cynthia Hurtado

Date: _____

Ilona Kompaniits, for herself and as Representative of the Settlement Class

By Ilona Komapaniits

Date: _____

Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.

Date: _____

Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Trustees of Retirement Plans

DocuSigned by:

Mark Werner

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By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

Date: _____

Plan Administration Committee

By Mark Werner, Chairperson of the Plan Administration Committee

Date: _____

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By Cynthia Hurtado

Date: _____

Ilona Kompaniits, for herself and as Representative of the Settlement Class

By Ilona Komapaniits

Date: _____

Capozzi Adler, P.C., for itself and as Representative of the Settlement Class:

By Mark K. Gyandoh
CAPOZZI ADLER, P.C.

Date: _____

Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Directors of the Credit Union Retirement Plan Association:

By Anne Arrand, Chairperson of the Board of Directors of the Credit Union Retirement Plan Association

Date: _____

Board of Trustees of Retirement Plans

By Mark Werner, Chairperson of the Board of Trustees of Retirement Plans

Date: _____

Plan Administration Committee

DocuSigned by:
Mark Werner

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By Mark Werner, Chairperson of the Plan Administration Committee

Date: _____

EXHIBIT A

Form of Settlement Notice

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

BRENDA L. LUCERO, HEATHER BARTON,)
ILONA KOMPANIETS and CYNTHIA)
HURTADO, individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: 3:22-cv-00208-jdp)

CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF DIRECTORS)
OF THE CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF TRUSTEES)
OF RETIREMENT PLANS, THE PLAN)
ADMINISTRATIVE COMMITTEE, and JOHN)
DOES 1-30,)

Defendants.)

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

If you were a participant in the Credit Union Retirement Plan Association 401(k) Plan as adopted by FirstLight Federal Credit Union or California Coast Credit Union from April 12, 2016 through [INSERT DATE OF PRELIMINARY APPROVAL ORDER] (“Class Plan”), you may benefit from this class action settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

This notice advises you of a settlement (the “Settlement”) of a lawsuit against the Credit Union Retirement Plan Association, the Board of Directors of the Credit Union Retirement Plan Association, the Board of Trustees of Retirement Plans, and the Plan Administration Committee, (collectively, “Defendants”). In the lawsuit, Plaintiffs allege various claims related to the operation of the Class Plan. Plaintiffs claim that the Class Plan fiduciaries failed to prudently monitor the recordkeeping fees charged to Class Plan participants. Recordkeeping in simple terms refers to the suite of administrative services provided to retirement plan participants that generally includes provision of account statements to participants. Defendants deny all the allegations in the lawsuit and contend that their conduct was entirely proper.

**YOU SHOULD READ THIS ENTIRE NOTICE CAREFULLY BECAUSE YOUR
LEGAL RIGHTS WILL BE AFFECTED, WHETHER YOU ACT OR NOT.**

Your rights and options, and the deadline for you to object if you are opposed to the Settlement, are explained in this Notice.

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3. What is a class action lawsuit?..... 1
4. Why is there a settlement? 1
5. How do I get more information about the Settlement?..... 2
6. Who Will administer the Settlement.....2

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9. What are the Plaintiffs receiving from the Settlement? 3

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BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because the Plan's records indicate that you were a participant in the Plan as adopted by FirstLight Federal Credit Union or California Coast Credit Union during the period from April 12, 2016 through [Insert Date of Prelim Approval Order]. As such, your rights will be affected by the Settlement of this lawsuit.

Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed settlement are, what rights you have to object to the proposed settlement agreement if you disagree with its terms, and the deadline to object to the proposed settlement.

2. What this Lawsuit is about?

A lawsuit was filed in the United States District Court for the Western District of Wisconsin that alleged that Defendants violated ERISA with respect to the Credit Union Retirement Plan Association 401(k) Plan. The individuals who are pursuing the lawsuit ("Plaintiffs") claim that Defendants caused the Credit Union Retirement Plan Association 401(k) Plan's participants to pay too much for recordkeeping and administrative expenses.

Defendants deny the allegations in the lawsuit and contend that their conduct was entirely proper. Defendants have asserted, and would assert should the litigation continue, a number of defenses to Plaintiffs' claims.

3. What is a class-action lawsuit?

In a class-action lawsuit, one or more people called "class representatives" sue on their own behalf and on behalf of other people who have similar claims. One court resolves all the issues for all class members in a single lawsuit. In total, four participants in the Class Plan are the class representatives in this lawsuit.

4. Why is there a Settlement?

The Parties have agreed to the Settlement after extensive negotiations. By agreeing to the Settlement, the Parties avoid the costs and risks of further litigation, and Plaintiffs and the other members of the Settlement Class will receive compensation and other benefits. Class Counsel have conducted a review of the evidence in the case and the potential risks and benefits of continued litigation and believe that the Settlement is in the best interest of the class. The Court has not made any finding that Defendants have done anything wrong or violated any law or regulation.

The Class Plan has retained an independent fiduciary to evaluate the fairness of the Settlement. The independent fiduciary is [REDACTED].

5. How do I get more information about the Settlement?

This notice is only a summary of the lawsuit and the proposed Settlement. It is not a complete description of the lawsuit or the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, which is available at CreditUnionERISAsettlement.com. You may also obtain a copy by contacting Class Counsel (see answer to question 11 for contact information), or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at www.pacer.gov.

If you have questions about this notice or the proposed Settlement, you may contact Class Counsel (see answer to Question 11 for contact information).

Do not contact the Court or the Defendants for information about the Settlement. The Settlement Administrator or Class Counsel can answer any questions you may have about the proposed Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

6. Who will administer the Settlement?

The Settlement Administrator, RG/2, will administer the Settlement. You may contact the Settlement Administrator by: (a) sending a letter to Credit Union Retirement Plan Association 401(k) Settlement Administrator, c/o RG/2, _____; (b) sending an e-mail to info@_____; (c) visiting the Settlement website at www.CreditUnionERISAsettlement.com; or (d) calling toll-free at _____.

7. What does the Settlement provide?

Plaintiffs and Defendants have agreed to a settlement that involves monetary payments to participants. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated August 15, 2024 ("Settlement Agreement"), and described briefly below.

As part of the Settlement, Defendants have agreed to make a one-time payment of \$570,000.00 (the "Gross Settlement Amount"). Class Counsel intends to ask the Court to approve up to one-third of \$475,000 (which is the amount set aside to distribute to the Settlement Class), or \$158,317.50 for its attorneys' fees.

Class Counsel will also seek reimbursement for litigation expenses actually incurred and necessary for the prosecution of the litigation, including the pre-litigation investigation period, not to exceed \$95,000.00, which also shall be recovered from the Gross Settlement Amount. In addition, Class Counsel will ask the Court to approve Class Representatives' Case Contribution Awards not to exceed \$10,000.00 each for Class Representatives Brenda L. Lucero, Heather Barton, Ilona Kompaniis and Cynthia Hurtado, which amounts shall also be recovered from the Gross Settlement Amount.

Accordingly, the amount that will be available for distribution to Class Members ("Net Settlement

Amount”) will be the Gross Settlement Amount minus the amounts used for other approved settlement purposes (Case Contribution Awards, Court-approved Attorneys’ Fees and Expenses to Class Counsel, Administrative Expenses, and certain taxes and tax-related costs).

8. How may I benefit from the Settlement?

You may be entitled to receive a portion of the Net Settlement Amount. The amount paid to each eligible Class Member will be determined by a Plan of Allocation approved by the Court and posted to the Settlement Website.

Whether or not a person meets the definition of an eligible Class Member will be based on the Class Plan’s records. You have received this notice because, based on the Class Plan’s records, you are believed to be a member of the Settlement Class. If you are a Class Plan participant, or Beneficiary or Alternate Payee of a participant and you have an Active Account in the Class Plan, you do not need to take any action in order to receive payment under the Settlement.

Payments made to participants, or to beneficiaries or alternate payees of a participant who have Active Accounts in the Class Plan shall be made into these persons’ individual investment accounts in the Class Plan. If you are a Former Participant, or a Beneficiary or Alternate Payee of a Former Participant and you do not have an Active Account in the Class Plan, you will be sent a check.

9. What are the Class Representatives receiving from the Settlement?

The Class Representatives will be entitled to receive benefits of the Settlement because they are Settlement Class Members. Plaintiffs will make an application to the Court to approve Case Contribution Awards not to exceed \$10,000.00 each for Class Representatives Brenda L. Lucero, Heather Barton, Ilona Kompaniits and Cynthia Hurtado for their service in the Action. It is up to the Court whether to grant any or all of the requested amount.

THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP

10. What do I give up by participating in the Settlement?

In exchange for Defendants’ payment of the Gross Settlement Amount, all Settlement Class Members will release any claims they have related to the lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims.

For additional details about the scope of the release, consult the Settlement Agreement or contact Class Counsel. (See answer to question 5 for details.)

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. The Court has appointed the law firm of Capozzi Adler, P.C. as Class Counsel. You will not be charged for the work of these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

12. How will the lawyers (Class Counsel) be paid?

Class Counsel will ask the Court for an award of attorneys' fees of up to \$158,317.50 and expenses of \$95,000 based upon the value of the Settlement, the time they have devoted to this engagement, and the expenses they have advanced in prosecuting this matter. The motion and supporting papers for this request will be filed on or before [REDACTED]. After that date you may review the motion and supporting papers at www.CreditUnionERISASettlement.com. Any attorneys' fees and expenses, in addition to the fee and the expenses incurred by the Settlement Administrator in sending this notice and administering the Settlement, will be paid from the Gross Settlement Amount.

OBJECTING TO THE SETTLEMENT

13. Can I exclude myself from the Settlement Class?

No. The Settlement does not allow any Settlement Class Members to exclude themselves from the settlement or decide not to be a part of the Settlement. While some class-action settlements allow class members to "opt out" of the settlement, because of the nature of the claims Plaintiffs have asserted in this lawsuit, Settlement Class Members do not have any right to opt out. Therefore, as a Class Member, you are bound by any judgments or orders that are entered in the lawsuit for all claims that were asserted in the Action or are otherwise included as Released Claims as defined in the Settlement Agreement.

If you dislike some portion of the settlement, your only recourse is to object to the settlement. If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.

OBJECTING TO THE SETTLEMENT

14. What does it mean to object?

Objecting is simply telling the Court that you do not like something about the Settlement. Objecting will not have any bearing on your right to receive the benefits of the Settlement if it is approved by the Court.

15. What is the procedure for objecting to the Settlement?

Prior to the Fairness Hearing discussed below, Settlement Class Members will have the opportunity to object to approval of the Settlement, including Plaintiffs' request for attorneys' fees, expenses, and case contribution awards. Settlement Class Members can object to the Settlement and give reasons why they believe that the Court should not approve it. To object, you must send your objection to the Court, at Clerk of Court, U.S. District Court for the Western District of Wisconsin, 120 North Henry Street, Room 320, Madison, WI 53703, and to the Parties at the following addresses:

To Class Counsel:

Mark K. Gyandoh
Capozzi Adler P.C.
312 Old Lancaster Road
Merion Station, PA 19066

To Defendants' Counsel:

Lynn E. Calkins
HOLLAND & KNIGHT LLP
800 17th Street N.W., Suite 1100
Washington, DC 20006
Email: lynn.calkins@hklaw.com
Telephone: (202) 457-7041

Objections must be filed with the Court Clerk on or before [date]. Objections filed after that date will not be considered. Any Settlement Class Member who fails to submit a timely objection will be deemed to have waived any objection they might have, and any untimely objection will be barred absent an order from the Court. Objections must include: (1) the case name and number; (2) your full name, current address, telephone number, and signature; (3) a statement that you are a Settlement Class Member and an explanation of the basis upon which you claim to be a Settlement Class Member; (4) all grounds for the objection, accompanied by any legal support known to you or your counsel; (5) a statement as to whether you or your counsel intends to personally appear and/or testify at the Fairness Hearing; and (6) a list of any persons you or your counsel may call to testify at the Fairness Hearing in support of your objection.

THE COURT'S FAIRNESS HEARING

16. When/where will the Court decide whether to approve the Settlement?

The Court has granted preliminary approval of the proposed Settlement, finding that it is sufficiently reasonable to warrant such preliminary approval, and has approved delivery of this notice to Settlement Class Members. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Settlement Class Members to object to the Settlement. Following the deadline for objecting to the Settlement, the Court will hold a Fairness Hearing on [date] to consider any objections. The Final Fairness Hearing will take place at [time] at the United States District Court for the Western District of Wisconsin, located at 120 North Henry Street, Room 320, Madison, WI 53703 (or may be scheduled to take place remotely).

The date and location of the Fairness Hearing is subject to change by Order of the Court, which will appear on the Court's docket for this case. Please continue to check the Settlement Website for updated information.

17. Do I have to attend the Fairness Hearing?

No; however, you are welcome to attend at your own expense. If you file an objection to the Settlement, you do not have to go to Court to talk about it. As long as your objection is filed to be received by [ACTUAL DATE TO BE 21 DAYS BEFORE THE FAIRNESS HEARING] and you comply with the requirements in the answer to question 16 above, the Court will consider it. You may also send your own lawyer at your expense to attend the Fairness Hearing.

18. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the hearing. Anyone wishing to appear must state in their written objection their intention to appear at the Fairness Hearing, at your own expense.

Objectors or their attorneys intending to participate at the Fairness Hearing must file a notice of intention to participate (and, if applicable, the name, address, and telephone number of the objector's attorney) with the Court no later than [ACTUAL DATE TO BE 21 DAYS BEFORE THE DATE OF FAIRNESS HEARING SPECIFIED IN THE PRELIMINARY APPROVAL ORDER], 2024. Any objectors, or their counsel, who do not timely file a notice of intention to participate in accordance with this Paragraph shall not be permitted to speak at the Fairness Hearing, except for good cause shown.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

YOU AND ALL OTHER SETTLEMENT CLASS MEMBERS WILL BE BOUND BY THE JUDGMENT AND SETTLEMENT AGREEMENT, INCLUDING THE RELEASE OF CLAIMS, IF YOU DO NOTHING. If you are a participant, or a Beneficiary or Alternate Payee of a participant you do not need to take any action to be eligible to receive the Settlement benefits.

**THIS NOTICE HAS BEEN SENT TO YOU BY ORDER OF
THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

EXHIBIT B

Plan of Allocation

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

BRENDA L. LUCERO, HEATHER BARTON,)
ILONA KOMPANIETS and CYNTHIA)
HURTADO, individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: 3:22-cv-00208-jdp)

CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF DIRECTORS)
OF THE CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF TRUSTEES)
OF RETIREMENT PLANS, THE PLAN)
ADMINISTRATIVE COMMITTEE, and JOHN)
DOES 1-30.)

Defendants.)

PLAN OF ALLOCATION

I. DEFINITIONS

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

A. Per the terms of the Settlement Agreement, the Recordkeeper shall use reasonably obtainable last known addresses and reasonably obtainable Plan data to provide the Settlement Administrator with the data reasonably necessary to determine the amount of the Net Settlement Amount to be distributed to each member of the Settlement Class (“Settlement Class Member” or “Class Member”) in accordance with this Plan of Allocation.

B. The data reasonably necessary to perform calculations under this Plan of Allocation is as follows: the balances for each Class Member in their Plan account as of April 12, 2016, or the balance reflected in the earliest available quarterly statement in which they had an account

balance during the Class Period, whichever balance is more practical to obtain, and on December 31 of each subsequent year of the Class Period up to and including 2023. For 2024, a Plan participant's balance on September 30, 2024, or the balance reflected in their last quarterly statement in which they had a balance prior to September 30, 2024, whichever balance is more practical to obtain, will be used.

C. The Net Settlement Amount as defined in the Settlement Agreement will be allocated as follows:

1. The Net Settlement Amount will be apportioned between the Plan as adopted by FirstLight Federal Credit Union ("FFCU Plan") and the Plan as adopted by California Coast Credit Union ("CCCU Plan") as follows: 70% of the Net Settlement Amount to Class Members of the FFCU Plan ("FFCU Net Settlement Amount") and 30% to CCCU Plan ("CCCU Net Settlement Amount").
2. In order to apportion the FFCU Net Settlement Amount to Class Members associated with the FFCU Plan ("FFCU Class Members"), the following calculations will be made:
 - a. Sum each FFCU Class Member's account balances for each year of the Class Period based on the data as of the dates above. This amount shall be that Class Member's "Balance."
 - b. Sum the Balance for all FFCU Class Members. The Balance for all FFCU Class members is the "FFCU Balance."
 - c. Allocate to each FFCU Class Member a share of the FFCU Net Settlement Amount in proportion to the sum of that FFCU Class Member's Balance as compared to the sum of the FFCU Balance, *i.e.* where the numerator is the FFCU Class Member's Balance and the denominator is the FFCU Balance.
3. In order to apportion the CCCU Net Settlement Amount to Class Members associated with the CCCU Plan ("CCCU Class Members"), the following calculations will be made:
 - a. Sum each CCCU Class Member's account balances for each year of the Class Period based on the data as of the dates above. This amount shall be that Class Member's "Balance."

- b. Sum the Balance for all CCCU Class Members. The Balance for all CCCU Class members is the “CCCU Balance.”
- c. Allocate to each CCCU Class Member a share of the CCCU Net Settlement Amount in proportion to the sum of that CCCU Class Member’s Balance as compared to the sum of the CCCU Balance, *i.e.* where the numerator is the CCCU Class Member’s Balance and the denominator is the CCCU Balance.

D. The amounts resulting from this initial calculation shall be known as the Preliminary Entitlement Amount. Current Participants with a Preliminary Entitlement Amount of \$0 shall not receive a distribution from the Net Settlement Amount. The Settlement Administrator shall recalculate the entitlement amount excluding those participants receiving \$0. The resulting calculation shall be the “Final Entitlement Amount” for each Settlement Class Member. The sum of the Final Entitlement Amount for each remaining Settlement Class Member must equal the dollar amount of the Net Settlement Amount.

E. Settlement Class Members with Accounts In the Plan. Current Participants’ Final Entitlement Amount shall be allocated into their Plan account (unless that Plan account has been closed in the intervening period between the calculation of the Final Entitlement Amount and the payment of the Final Entitlement Amount, in which case that Class Member will receive their allocation in accordance with II.F, below).

As promptly as reasonably possible after deposit of the Net Settlement Amount into the Plan, the Settlement Administrator shall forward to the Recordkeeper the information/data needed for allocating into each Settlement Class Member’s account under the Plan his or her Class Member’s Final Entitlement Amount. The deposited amount shall be invested by the Recordkeeper pursuant to the Settlement Class Member’s investment elections on file for new contributions. If the Class Member has no election on file, it shall be invested in any default investment option(s) designated by the Plan, and if the Plan has not designated any default

investment option(s), in a target date fund commensurate with the Class Member's retirement age or similar fund under the Plan.

F. Settlement Class Members with No Accounts Under the Plan. Former Participants shall be paid directly by the Settlement Administrator by check. All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 180 days from the date of issue.

G. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Final Entitlement Amount, less any required tax withholdings or penalties, to each Class Member. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Net Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Settlement Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

H. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of distributions does not exceed the Net Settlement Amount.

I. No sooner than fourteen (14) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, any amount remaining in the Qualified Settlement Fund shall be paid to the Class Plan, 70% to the Plan as adopted by FirstLight

Federal Credit Union and 30% to the Plan as adopted by California Coast Credit Union for the purpose of defraying administrative fees and expenses of the Class Plan that would otherwise be charged to the Class Plan's participants. Unless otherwise expressly provided for in the Settlement Agreement, no part of the Settlement Fund may be used to reimburse any Defendant or otherwise offset costs, including Settlement-related costs, incurred by any Defendant.

J. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice (including as to the restorative payments issues) given to Class Members, including Former Participants.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

EXHIBIT C

Form of Preliminary Approval Order

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

BRENDA L. LUCERO, HEATHER BARTON,)
ILONA KOMPANIETS and CYNTHIA)
HURTADO, individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: 3:22-cv-00208-jdp

CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF DIRECTORS)
OF THE CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF TRUSTEES)
OF RETIREMENT PLANS, THE PLAN)
ADMINISTRATIVE COMMITTEE, and JOHN)
DOES 1-30,)

Defendants.)

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT, FORM AND MANNER OF
SETTLEMENT NOTICE, PLAN OF ALLOCATION, PRELIMINARILY
CERTIFYING A CLASS FOR SETTLEMENT PURPOSES, AND
SCHEDULING FAIRNESS HEARING**

This Class Action involves claims for alleged violations of the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, *et seq.*, with respect to the Credit Union Retirement Plan Association 401(k) Plan.¹ The terms of the Settlement are set out in the Settlement Agreement, fully executed as of _____, by counsel on behalf of the Class Representatives, all Class Members, and Defendants, respectively.

Pursuant to the Class Representatives’ Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification of a Class for Settlement Purposes, Approving Form and

¹ All capitalized terms not otherwise defined in this Preliminary Approval Order shall have the meaning ascribed to them in the Settlement Agreement.

Manner of Settlement Notice, Preliminarily Approving Plan of Allocation, and Scheduling a Date for a Fairness Hearing, the Court preliminarily considered the Settlement to determine, among other things, whether the Settlement is sufficient to warrant the issuance of notice to members of the proposed Settlement Class. Upon reviewing the Settlement Agreement, supporting papers, and the record in this action, and the matter having come before the Court on _____, 2024, due notice having been given and the Court having been fully advised in the premises, it is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

1. **Preliminary Certification of the Settlement Class.** In accordance with the Settlement Agreement, and pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, this Court hereby conditionally certifies the following class (“Settlement Class”):

All Persons, except Defendants and their immediate family members, who have been participants or beneficiaries of the Credit Union Retirement Plan Association 401(k) Plan as adopted by FirstLight Federal Credit Union or California Coast Credit Union (the “Class Plan”) from April 12, 2016 through the date of the Preliminary Approval Order, and any Alternate Payee of a Person subject to a QDRO who participated in the Class Plan at any time from April 12, 2016 through the date of the Preliminary Approval Order.

2. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court preliminarily finds that:

(a) as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Class Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable;

(b) as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class;

(c) as required FED. R. CIV. P. 23(a)(3), the claims of the Class Representatives are typical of the claims of the Settlement Class that the Class Representatives

seek to certify;

(d) as required by FED. R. CIV. P. 23(a)(4), the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Class Representatives and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class;

(e) as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in the Class Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests; and

(f) as required by FED. R. CIV. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Class Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

3. The Court preliminarily appoints Brenda L. Lucero, Heather Barton, Ilona Kompaniits and Cynthia Hurtado as Class Representatives for the Settlement Class and Capozzi Adler, P.C. as Class Counsel for the Settlement Class.

4. **Preliminary Approval of Proposed Settlement.** The Settlement Agreement is hereby preliminarily approved as fair, reasonable, and adequate. This Court preliminarily finds

that:

(a) The Settlement was negotiated vigorously and at arm's length by Defense Counsel on the one hand, and by Class Counsel on behalf of the Class Representatives and the Settlement Class on the other hand;

(b) The Class Representatives and Class Counsel had sufficient information to evaluate the settlement value of the Class Action and have concluded that the Settlement is fair, reasonable, and adequate;

(c) If the Settlement had not been achieved, the Class Representatives and the Settlement Class faced the expense, risk, and uncertainty of protracted litigation;

(d) The amount of the Settlement—five hundred seventy thousand dollars (\$570,000.00)—is fair, reasonable, and adequate, taking into account the costs, risks, and delay of litigation, trial, and appeal. The method of distributing the Net Settlement Amount is efficient, relying substantially on Defendants' and the Plan Recordkeeper's records, requiring no filing of claims for Current or Former Participants, Beneficiaries or Alternate Payees with or without Active Accounts. The Settlement terms related to attorneys' fees and expenses, as well as Case Contribution Awards to Class Representatives, do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under FED. R. CIV. P. 23(e)(2)(C)(iv). The Gross Settlement Amount is within the range of settlement values obtained in similar cases;

(e) At all times, the Class Representatives and Class Counsel have acted independently of the Defendants and in the interest of the Settlement Class; and

(f) The proposed Plan of Allocation is fair, reasonable, and adequate.

5. **Establishment of Qualified Settlement Fund.** A common fund is agreed to by

the Settling Parties in the Settlement Agreement and is hereby established and shall be known as the “Settlement Fund.” The Settlement Fund shall be a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468-1(a) promulgated under Section 468B of the Internal Revenue Code. The Settlement Fund shall be funded and administered in accordance with terms of the Settlement Agreement.

Defendants shall have no withholding, reporting or tax reporting responsibilities with regard to the Settlement Fund or its distribution, except as otherwise specifically identified in the Settlement Agreement. Moreover, Defendants shall have no liability, obligation, or responsibility for administration of the Settlement Fund or the disbursement of any monies from the Settlement Fund except for: (1) their obligation to cause the Gross Settlement Amount to be paid; and (2) their agreement to cooperate in providing information that is necessary for settlement administration set forth in the Settlement Agreement. The Settlement Administrator may make disbursements out of the Settlement Fund only in accordance with this Preliminary Approval Order or any additional Orders issued by the Court. The Settlement Fund shall expire after the Settlement Administrator distributes all of the assets of the Settlement Fund in accordance with the Settlement Agreement; provided, however, that the Settlement Fund shall not terminate until its liability for any and all government fees, fines, taxes, charges, and excises of any kind, including income taxes, and any interest, penalties or additions to such amounts, are, in the Settlement Administrator’s sole discretion, finally determined and all such amounts have been paid by the Settlement Fund. The Court and the Settlement Administrator recognize that there will be tax payments, withholding and reporting requirements in connection with the administration of the Settlement Fund. The Settlement Administrator shall, in accordance with the Settlement Agreement, determine, withhold, and pay over to the appropriate taxing

authorities any taxes due with respect to any distribution from the Settlement Fund and shall make and file with the appropriate taxing authorities any reports or returns due with respect to any distributions from the Settlement Fund. The Settlement Administrator also shall determine and pay any income taxes owing with respect to the income earned by the Settlement Fund. Additionally, the Settlement Administrator shall file returns and reports with the appropriate taxing authorities with respect to the payment and withholding of taxes.

The Settlement Administrator, in its discretion, may request expedited review and decision by the IRS or the applicable state or local taxing authorities with regard to the correctness of the returns filed for the Settlement Fund and shall establish reserves to assure the availability of sufficient funds to meet the obligations of the Settlement Fund itself and the Settlement Administrator as fiduciaries of the Settlement Fund. Reserves may be established for taxes on the Settlement Fund income or on distributions. The Settlement Administrator shall have all the necessary powers, and take all necessary ministerial steps, to effectuate the terms of the Settlement Agreement, including the payment of all distributions. Such powers include investing, allocating and distributing the Settlement Fund, and in general supervising the administration of the Settlement Agreement in accordance with its terms and this Order. The Settlement Administrator shall keep detailed and accurate accounts of all investments, receipts, disbursements and other transactions of the Settlement Fund. All accounts, books, and records relating to the Settlement Fund shall be open for reasonable inspection by such persons or entities as the Court orders. Included in the Settlement Administrator's records shall be complete information regarding actions taken with respect to the award of any payments to any person, the nature and status of any payment from the Settlement Fund, and other information which the Settlement Administrator considers relevant to showing that the Settlement Fund is

being administered, and awards are being made, in accordance with the purposes of the Settlement Agreement, this Preliminary Approval Order, and any future orders that the Court may find it necessary to issue.

6. **Fairness Hearing** – A hearing is scheduled for _____, 2024 (at least 90 days after the date the motion for entry of the Preliminary Approval Order is filed) to make a final determination concerning, among other things:

- any objections from Class Members to the Settlement or any aspects of it;
- whether the Settlement merits final approval as fair, reasonable, and adequate;
- whether the Class Action should be dismissed with prejudice pursuant to the terms of the Settlement;
- whether Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement;
- whether the proposed Plan of Allocation should be granted final approval; and
- whether Class Counsel’s application(s) for Attorneys’ Fees and Expenses and Case Contribution Awards to the Class Representatives are fair and reasonable, and whether they should be approved.

7. **Settlement Notice.** The Court approves the form of Settlement Notice attached as Exhibit A to the Settlement Agreement. The Court finds that such form of notice fairly and adequately: (a) describes the terms and effects of the Settlement Agreement and the Settlement; (b) notifies the Settlement Class about how to obtain and read the Plan of Allocation; (c) notifies the Settlement Class that Class Counsel will seek attorneys’ fees and litigation costs from the Settlement Fund, payment of the costs of administering the Settlement out of the Settlement Fund, and Case Contribution Awards for the Class Representatives for their service in such

capacity; (d) gives notice to the Settlement Class of the time and place of the Fairness Hearing; and (e) describes how recipients of the Notice may object to any of the relief requested.

8. **Settlement Administrator.** The Court hereby approves the appointment of RG/2 Claims Administration LLC (“RG/2”) as the Settlement Administrator for the Settlement. The Court directs that the Settlement Administrator shall:

- By no later than _____, 2024 (35 days after entry of this Preliminary Approval Order), cause the Settlement Notice with such non-substantive modifications thereto as may be agreed upon by the Parties, to be provided by first-class mail, postage prepaid, to the last known address of each member of the Settlement Class who can be identified through reasonable effort.
- 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.
- By no later than _____, 2024 (30 calendar days after entry of this Preliminary Approval Order), cause the Settlement Notice to be published on the Settlement Website identified in the Settlement Notice, which will also host and make available copies of all Settlement-related documents, including the Settlement Agreement.
- The Court finds that the contents of the Settlement Notice and the process described herein and in the Settlement are the best notice practicable under the circumstances and satisfy the requirements of Rule 23(c) and Due Process.

9. **Petition for Attorneys’ Fees, Litigation Costs and Case Contribution Award.**
Any petition by Class Counsel for attorneys’ fees, litigation costs, and Case Contribution Awards

to the Class Representatives, and all briefs in support thereof, shall be filed no later than _____, 2024 (45 days before the Fairness Hearing).

10. **Briefs in Support of Final Approval of the Settlement.** Briefs and other documents in support of final approval of the Settlement shall be filed no later than _____, 2024 (45 days before the Fairness Hearing).

11. **Objections to Settlement.** Any member of the Settlement Class or authorized recipient of any CAFA Notice may file an objection to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the Plan of Allocation, to the proposed award of attorneys' fees and litigation costs, to the payment of costs of administering the Settlement out of the Qualified Settlement Fund, or to the request for Case Contribution Awards for the Class Representatives. An objection must include: (a) the full name, address, and telephone number of the objector; (b) a written statement of his, her, their, or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that the objector wishes to bring to the Court's attention or introduce in support of the objection(s) and whether the objection is on behalf of the objector only, a portion of the Settlement Class, or the Settlement Class as a whole; (c) copies of any papers, briefs, or other documents upon which the objection is based; (d) a list of all persons, if any, who will be called to testify in support of the objection; (e) a list of other cases in which the objector or the objector's counsel have appeared either as settlement objectors or as counsel for objectors in the previous five years; and (f) the objector's signature, even if represented by counsel. The address for filing objections with the Court is as follows:

Clerk of Court
U.S. District Court for the Western District of Wisconsin,
120 North Henry Street,
Room 320,

Madison, WI 53703
Re: *Lucero et al. v. Credit Union Retirement Assoc., et al.*,
No. 3:22-cv-00208-jdp (W.D.Wis.)

The objector or his, her, their, or its counsel (if any) must file or postmark the objection(s) and supporting materials with the Court and provide a copy of the objection(s) and supporting materials to Class Counsel and Defense Counsel at the addresses in the Settlement Notice so that it is received no later than _____, 2024 (21 days before the Fairness Hearing). If an objector hires an attorney to represent him, her, them, or it for the purposes of making an objection pursuant to this Paragraph, the attorney must also file a notice of appearance with the Court no later than _____, 2024 (21 days before the date of the Fairness Hearing). Any member of the Settlement Class or other person who does not timely file a written objection complying with the terms of this Paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred. Any responses to objections shall be filed with the Court no later than _____, 2024 (seven days before the Fairness Hearing). There shall be no reply briefs.

12. Any additional briefs the Settling Parties may wish to file in support of the Settlement shall be filed no later than _____, 2024 (seven days before the Fairness Hearing).

13. **Participation in Fairness Hearing.** Any objector who files a timely, written objection in accordance with Paragraph 11 above may also participate in the Fairness Hearing either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to participate in the Fairness Hearing must file a notice of intention to participate and, if applicable, the name, address, and telephone number of the objector's attorney, with the Court by no later than _____, 2024 (21 days before the Fairness Hearing).

Any objectors, or their counsel, who do not timely file a notice of intention to participate in accordance with this Paragraph shall not be permitted to speak at the Fairness Hearing, except for good cause shown.

14. **Notice Expenses.** The expenses of printing, mailing, and publishing the Settlement Notice required herein shall be paid exclusively from the Settlement Fund.

15. **Parallel Proceedings.** Pending final determination of whether the Settlement Agreement should be approved, the Class Representatives, every Class Member, and the Class Plan are prohibited and enjoined from directly, through representatives, or in any other capacity commencing any action or proceeding in any court or tribunal asserting any of the Released Claims against the Released Parties.

16. **Continuance of Fairness Hearing.** The Court reserves the right to continue the Fairness Hearing without further written notice to the Class Members and the right to schedule the hearing to be done by telephone or video conference.

SO ORDERED this _____ day of _____, 2024.

Hon. James D. Peterson
United States District Judge

EXHIBIT D

Form of Final Approval Order

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

BRENDA L. LUCERO, HEATHER BARTON,)
ILONA KOMPANIETS and CYNTHIA)
HURTADO, individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

CIVIL ACTION NO.: 3:22-cv-00208-jdp)

CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF DIRECTORS)
OF THE CREDIT UNION RETIREMENT PLAN)
ASSOCIATION, THE BOARD OF TRUSTEES)
OF RETIREMENT PLANS, THE PLAN)
ADMINISTRATIVE COMMITTEE, and JOHN)
DOES 1-30,)

Defendants.)

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This class action came before the Court for hearing on _____, 2024 to determine the fairness of the proposed Settlement presented to the Court and the subject of this Court’s Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and Manner of Settlement Notice, and Setting Date for a Fairness Hearing. Due notice having been given and the Court having been fully advised in the premises, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

Except as otherwise defined herein, all capitalized terms used in this Final Approval Order and Judgment shall have the same meanings as ascribed to them in the Settlement Agreement executed by counsel on behalf of the Class Representatives, all Class Members, and Defendants, respectively.

1. The Court has jurisdiction over the subject matter of the Class Action and over all

Settling Parties, including all members of the Settlement Class.

2. For the sole purpose of settling and resolving the Class Action, the Court certifies the Class Action as a class action pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure. The Settlement Class is defined as:

- 1 All Persons, except Defendants and their immediate family members, who have been participants or beneficiaries of the Credit Union Retirement Plan Association 401(k) Plan as adopted by FirstLight Federal Credit Union or California Coast Credit Union (the “Class Plan”) from April 12, 2016 through [insert date of the Preliminary Approval Order], and any Alternate Payee of a Person subject to a QDRO who participated in the Class Plan at any time from April 12, 2016 through [insert date of the Preliminary Approval Order].

3. The Court finds for the sole purpose of settling and resolving the Class Action that:

(a) as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Class Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable.

(b) as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class.

(c) as required by FED. R. CIV. P. 23(a)(3), the claims of the Class Representatives are typical of the claims of the Settlement Class that the Class Representatives seek to certify.

(d) as required by FED. R. CIV. P. 23(a)(4), the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Class Representatives and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class.

(e) as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Class Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

(f) as required by FED. R. CIV. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Class Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

4. The Court hereby appoints Brenda L. Lucero, Heather Barton, Ilona Kompaniits and Cynthia Hurtado as Class Representatives for the Settlement Class, and Capozzi Adler, P.C. as Class Counsel for the Settlement Class.

5. The Court hereby finds that the Settlement Class has received proper and adequate notice of the Settlement, the Fairness Hearing, Class Counsel's application for Attorneys' Fees and Expenses and for the Case Contribution Awards to the Class Representatives, and the Plan of Allocation, such notice having been given in accordance with the Preliminary Approval Order. Such notice included individual notice to all members of the Settlement Class who could be identified through reasonable efforts, as well as notice through the dedicated Settlement Website on the internet, and provided valid, due, and sufficient notice of these proceedings and of the matters set forth in this Order, and included sufficient

information regarding the procedure for the making of objections. Such notice constitutes the best notice practicable under the circumstances and fully satisfies the requirements of FED. R. CIV. P. 23 and the requirements of due process.

6. The Court hereby approves the Settlement and hereby orders that the Settlement shall be consummated and implemented in accordance with its terms and conditions.

7. Pursuant to FED. R. CIV. P. 23(e), the Court finds that the Settlement embodied in the Settlement Agreement is fair, reasonable, and adequate to the Class Plan and the Settlement Class, and more particularly finds that:

(g) The Settlement was negotiated vigorously and at arm's length by Defense Counsel on the one hand, and by Class Counsel on behalf of the Class Representatives and the Settlement Class on the other hand;

(h) The Class Representatives and Class Counsel had sufficient information to evaluate the settlement value of the Class Action and have concluded that the Settlement is fair, reasonable, and adequate;

(i) If the Settlement had not been achieved, Class Representatives and the Settlement Class faced the expense, risk, and uncertainty of extended litigation;

(j) The amount of the Settlement—five hundred seventy thousand dollars (\$570,000.00)—is fair, reasonable, and adequate, taking into account the costs, risks, and delay of litigation, trial, and appeal. The method of distributing the Net Settlement Amount is efficient, relying substantially on Defendants' and the Class Plan Recordkeeper's records, requiring no filing of claims for Current or Former Participants, Beneficiaries or Alternate Payees with or without Active Accounts. The Settlement terms related to attorneys' fees and expenses, as well as Case Contribution Awards to

Class Representatives, do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under FED. R. CIV. P. 23(e)(2)(C)(iv). The Gross Settlement Amount is within the range of settlement values obtained in similar cases;

(k) At all times, the Class Representatives and Class Counsel have acted independently of Defendants and in the interest of the Settlement Class; and

(l) The Court has duly considered and overruled any filed objection(s) to the Settlement to the extent there were any.

8. The Plan of Allocation is finally approved as fair, reasonable, and adequate. The Settlement Administrator shall distribute the Net Settlement Amount in accordance with the Plan of Allocation and the Settlement Agreement. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court.

9. All requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*, have been met.

10. The releases and covenants not to sue set forth in the Settlement Agreement, including but not limited to Article 15 of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein in all respects; in the event of a conflict between the language in this Order and Article 15 of the Settlement Agreement, the language of Article 15 of the Settlement Agreement will control. The Releases are effective as of the Settlement Effective Date. Accordingly, the Court orders that, as of the Settlement Effective Date, the Class Plan, the Class Representatives, and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and

present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) hereby fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties (including Defendants) from all Released Claims, regardless of whether any Class Member may 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 Class Action and the Released Claims; and regardless of whether any Class Member receives a monetary benefit from the Settlement, actually received the Settlement Notice, or filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Expenses; and regardless of whether the objections or claims for distribution of any such Class Member have been approved or allowed.

11. The Class Representatives, Class Members, and the Class Plan hereby 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." The Class Representatives, Class Members, and the Class Plan with respect to the Released Claims also hereby waive any and all provisions, rights and benefits conferred by any law or of any State or territory within 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.

12. The Class Representatives, the Class Members, and the Class Plan, acting individually or together, or in combination with others, are hereby permanently and finally

barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims.

13. Each Class Member hereby releases the Released Parties, Defense Counsel, and Class Counsel 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.

14. The operative Complaint and all claims asserted therein in the Class Action by Plaintiffs for themselves and on behalf of the Class Plan are hereby dismissed with prejudice and without costs to any of the Settling Parties and Released Parties other than as provided for in the Settlement Agreement.

15. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance of the Settlement Agreement or any challenges as to the performance, validity, interpretation, administration, enforcement, or enforceability of the Settlement Notice, Plan of Allocation, this Final Approval Order, the Settlement Agreement, or the termination of the Settlement Agreement. The Court shall also retain exclusive jurisdiction and will rule by separate Order with respect to all applications for awards of Attorneys' Fees and Expenses and Case Contribution Awards to the Class Representatives submitted pursuant to the Settlement Agreement.

16. Any motion to enforce this Final Approval Order or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Approval Order may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

17. In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Approval Order shall be rendered null and void, *ab initio*, and shall be vacated *nunc pro tunc*, and the Class Action shall for all purposes with respect to the Parties revert to its status as of the day immediately before the day the Settlement was reached. The Parties shall be afforded a reasonable opportunity to negotiate a new case management schedule.

18. With respect to any matters that arise concerning the implementation of distributions to Class Members who have an Active Account (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan Administrator or other fiduciaries of the Class Plan, in accordance with applicable law and the governing terms of the Class Plan.

19. Within 21 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.

20. Upon entry of this Final Approval Order, all Settling Parties, the Settlement Class, and the Class Plan shall be bound by the Settlement Agreement and this Final Approval Order.

21. **Final Approval Granted:** The Motion for Final Approval of the Settlement and Agreement is hereby GRANTED, the settlement of the Action is APPROVED as fair, reasonable and adequate to the Class Plan and the Settlement Class, and the Settling Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

22. Notwithstanding the reservation of jurisdiction in Paragraph 15 of this Final Approval Order, this is a final and appealable judgment that ends the litigation of the Class

Action. The Clerk is directed to enter this judgment in the civil docket forthwith.

SO ORDERED, ADJUDGED AND DECREED this ____ day of _____, 2024.

Hon. James D. Peterson
United States District Judge